

ROUTING SHEET

DATE SENT TO COUNTY CLERK FOR FILING 1-4-11

CONTRACT BEGIN DATE: 1-1-11

CONTRACT END DATE: 12-31-14

VENDOR NAME: COAM Central Dispatch Supervisors Labor Contract

INDEX: _____

RESOLUTION # 287-10
(If unknown, enter date County Board approved the contract 12-29-10)

APPROVED BY MOTION? _____, IF YES, WHEN _____

FUND/DEPT/LINE ITEM: _____

ORIGINATOR: _____

TERMS

FREQUENCY: _____ PAYMENT AMT _____

ANNUAL AMT: _____

NOTES: _____

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

AGREEMENT

BETWEEN

THE BOARD OF COMMISSIONERS
OF
GRAND TRAVERSE COUNTY

AND

COMMAND OFFICERS ASSOCIATION OF MICHIGAN

GRAND TRAVERSE CENTRAL

SUPERVISORY UNIT

For January 1, 2011, through December 31, 2014

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AGREEMENT

This Agreement entered into this date between the Board of Commissioners for the County of Grand Traverse, a municipal body corporate of the State of Michigan, hereinafter referred to as the "Employer" and the Command Officers Association of Michigan, hereinafter referred to as the "Association" expresses all mutually agreed covenants between the parties.

PREAMBLE

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

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

The Employer and the Association 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 interests of the County and its employees and to provide for the operation of the services provided by the County 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 as the exclusive bargaining representative, as defined in Act No. 336, State of Michigan, Public Acts of 1947, as amended, for all employees employed by the Employer in the following described unit for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment.

All regular full time supervisory employees of Grand Traverse Central Dispatch excluding the Director, Deputy Director, Emergency Telecommunicators, Call Takers, Master Street and Address Guide Coordinators, clerical and confidential employees.

Section 1.2 Definitions. The terms "Employee" and "Employees" when used in this Agreement, shall refer to and include only those regular full-time employees who are employed by the County in the collective bargaining unit set forth, and who are normally scheduled to work forty (40) hours or more per week.

ARTICLE II MANAGEMENT RIGHTS

Section 2.1 Employer's Rights The Employer retains the sole right to manage its affairs, including, but not limited to, the right to plan, direct and control its operations; to determine the location of its facilities; to decide the working hours; to decide the types of service it shall provide, including the scheduling and means of providing such services, to maintain order and efficiency in its departments and operations; to promulgate work rules; to hire, discipline and discharge, 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 in the past, and those rights which are contained in the Michigan Constitution and the various statutes of the State subject only to clear and express restrictions governing the exercise of these rights as are expressly provided for in this Agreement.

Section 2.2 Right to Discipline 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 Employer's Authority The powers of authority which the Employer has not specifically abridged, delegated or modified by this Agreement are retained by the Employer.

Section 2.4 Emergency Work Assignments It is recognized that the Employer is in the business of providing public services, and that during emergency work assignments, personnel and procedures may be modified in any way necessary to meet the demands of the emergency.

Emergency shall be defined as a combination of circumstances which call for immediate action, including severe storms, floods, or other conditions beyond the control of management or declarations of emergency called by the governmental official authorized to do so.

ARTICLE III ASSOCIATION SECURITY

Section 3.1 Agency Shop As a condition of continued employment, all employees included in the Collective Bargaining Unit set forth in Article 1, thirty-one (31) calendar days after the start of their employment in this Bargaining Unit shall either become members of the Association and pay to the Association the dues uniformly required of all Association members, or pay to the Association a service fee equal to the cost of negotiating and administering this agreement, which shall not exceed the amount of the Association dues.

Section 3.2 Association Membership Membership in the Association 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, maintain or drop their membership in the Association as they see fit. The Association recognizes, however, that it is required under this Agreement to represent all employees included within the Collective Bargaining Unit without regard to whether or not the employee is a member of the Association.

Section 3.3 Checkoff:

- A) During the life of this Agreement, the Employer agrees to deduct Association membership dues or the service fee from the pay of each employee who executes and files with the County a proper checkoff authorization form.
- B) The Employer agrees, during the period of this Agreement, to provide this check-off service without charge to the Association.
- C) A properly executed copy of the written check-off authorization form for each employee for whom dues or service fees are to be deducted hereunder shall be delivered to the Employer before any payroll deductions are made. Any written authorization which lacks the employee's signature will be returned to the Association by the Employer.
- D) Deductions for dues or service fees for any calendar month shall be made from the first (1st) pay period of that month, provided the employee has sufficient net earnings to cover the dues. In the event an employee is absent from work during the first (1st) pay period, such deductions shall be made from the first period of the following month together with the deduction for the current month. Deductions for any calendar month shall be remitted to the designated Secretary-Treasurer of the Local Association not later than the fifteenth (15th) day of each month.
- E) In cases where a deduction is made which duplicates a payment already made to the Association by an employee, or where a deduction is not in conformity with the provisions of the Association Constitution and By-Laws, refunds to the employee will be made by the Association.
- F) The Association shall notify the Employer in writing of the proper amount of dues and service fees and any subsequent changes in such amounts.
- G) The Employer shall not be liable to the Association by reason of the requirements of this Section of the Agreement for the remittance or payment of any sum other than that constituting actual deductions made from employee wages and the Association agrees to hold the Employer harmless for any and all claims arising out of its agreement to deduct dues or service fees.

ARTICLE IV **REPRESENTATION**

Section 4.1 Representatives The Employer agrees to recognize the President and Alternate, said Representatives being members with seniority of the Bargaining Unit and selected by the Bargaining Unit. The duties of the Representatives shall be limited to the administration of this Agreement, including the investigation and presentation of grievances as established in the grievance procedure. In addition, the Representatives will be expected to represent the Bargaining Unit for the purposes of negotiating a new Labor Agreement. The Employer agrees to compensate the President and Alternate for all reasonable lost time from their regular schedule of work at the regular rate of pay for time lost while meeting or conferring with Employer representatives. Compensation for lost time shall be limited to two (2) employees.

Section 4.2 Association Furnish Names The Association will furnish the Employer with the names of its Representatives who are employed within the unit and such changes as may occur from time to time in such personnel so that the Employer may at all times be advised as to the identity of the individual representatives of the Association, and the Employer shall not be required to recognize or deal with any other than those so designated.

ARTICLE V **CONFERENCES**

Section 5.1 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, President, and any outside parties mutually agreed upon. 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.

ARTICLE VI **GRIEVANCES**

Section 6.1 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 seven (7) calendar days after occurrence of the circumstance giving rise to the grievance or seven (7) calendar 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: Any employee having a complaint in connection with this employment shall present it to the Employer with the following understanding: Before initiating a grievance, the employee and/or President or Alternate must first discuss the matter orally with the supervisor or his/her designee.
- Step 2: If not resolved in Step 1, the grievance shall be reduced to writing on a regular grievance form provided by the Association, signed by the employee and presented to the Director or his/her designee within seven (7) calendar days after the discussion referred to under Step 1. If the Director or his/her designee is unavailable at the time, notification of the delivery or presentment of the grievance shall be made to either the Director or his/her designee via e-mail or telephone message. The Director, or his/her designee, shall answer said grievance in writing within seven (7) calendar days of receipt of same.
- Step 3: Failing to resolve the issue in the second step, the Association shall within seven (7) calendar days of the Director or his/her designee's disposition, contact Human Resources to arrange a meeting between the Association and the County to discuss said grievance. This meeting shall be scheduled at a mutually agreeable time, not

to exceed seven (7) calendar days from the time the Association contacts Human Resources unless a longer time is mutually agreed upon.

Section 6.2 Resolving Grievances:

- A) Any and all grievances resolved at any step of the grievance as contained in this Agreement shall be final and binding on the Employer, the Association and any and all unit employees involved in the particular grievance, subject to the provisions of Article VII.
- B) The time limits established in the grievance procedure shall be followed by the parties hereto. If the time limits procedure is not followed by the Association 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 Association. 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.
- C) The County shall not be required to pay back wages for periods prior to the time the incident occurred, provided that in the case of pay shortage, of which the employee had not been aware before receiving his/her pay, any adjustments made shall be retroactive to the beginning of the pay period providing the employee files his/her grievance within seven (7) calendar days after receipt of such pay in question.
- D) When an employee is given a disciplinary discharge or suspension, the President or Alternate and the employee will be promptly notified in writing of the action taken.
- E) All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned less any unemployment compensation or newly-earned compensation that he/she may have earned from any source during the period in question.
- F) The Employer will grant a necessary and reasonable amount of time off during straight time working hours to the President or Alternate who must necessarily be present for direct participation in grievance adjustments with management. Such President or Alternate shall first receive permission from his/her immediate supervisor to leave his/her work station. Such permission shall be granted within the shift in which the employee is scheduled and shall report back promptly when his/her part in the grievance adjustment has been completed. Any employee who takes an unreasonable or unnecessary amount of time in grievance procedure adjustments shall be subject, after written warning, to disciplinary action.
- G) Saturdays, Sundays and holidays shall not be counted under the time procedures established in the grievance procedure.
- H) When remedies are available for any complaint and/or grievance of an employee through any administrative or statutory remedy 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 Association 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.

Section 6.3 Strikes and Walkouts 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 Association agrees that during the life of this Agreement, neither the Association, 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 Section is subject to the grievance and arbitration procedure only on the question of whether the prohibited conduct occurred, not the penalty for such conduct.

ARTICLE VII **ARBITRATION**

Section 7.1 Time Limit for Requesting Arbitration, Expenses and the Power of the Arbitrator

If the grievance is not settled in Step 3 of the grievance procedure, the Association may submit the matter to Arbitration within thirty (30) calendar days of the Employer's Step 3 answer, unless extended by mutual written agreement of the parties.

If the parties are unable to agree on an Arbitrator within ten (10) calendar days from the date the Employer receives the Association's notice of submission, or within a longer period if mutually agreed upon, the Arbitrator shall be selected from a Federal Mediation Conciliation Service (FMCS) panel of arbitrators by the priority ranking method.

The Arbitrator shall have no power or authority to alter, amend, add to or subtract from the terms of this Agreement, nor to make any recommendation with respect thereto.

The expenses of the Arbitrator shall be shared equally by the parties; however, if either party cancels the arbitration, that party shall be responsible for the full amount of any required fees relating to such cancellation. The grievant, or a representative of the grievant, and a Representative shall be allowed to attend the arbitration without loss of pay, except in the case of a class action, when only the Representative shall be allowed to attend without loss of pay. Each party shall make arrangements for and pay the expenses of witnesses which are called by them.

Section 7.2 Appeal The Arbitrator's decision shall be final and binding on the Association, on all bargaining unit employees and on the Employer, and there shall be no appeal, except in the limited circumstances provided by law.

ARTICLE VIII
DISCIPLINE AND DISCHARGE

Section 8.1 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 for minor offenses should be employed and therefore the employee shall first receive an oral and a written warning notice before more severe discipline is issued. The Association acknowledges, however, that a warning notice, whether verbal or written, need not be issued first for major infractions. Discharge must be by proper written notice to the employee and the President or Alternate, citing specific charges against such employee.

Section 8.2 Immediate Review of Discharge or Suspension The discharged or suspended employee will be permitted to review his/her discharge or suspension with his/her President or Alternate on or outside the Employer's premises upon such discharge or suspension. Upon request, the Employer or his/her designated representative may discuss the discharge or suspension with the employee and the President or Alternate.

Section 8.3 Minor Offenses An employee who maintains an offense free record for a period of one year shall not have any prior minor offenses used for purposes of subsequent disciplinary action under the collective bargaining agreement. The Employer reserves the right to utilize the memoranda for other legitimate reasons.

Section 8.4 Step for Expedited Grievance Should a non-probationary employee who has been discharged or given a disciplinary suspension consider such discipline to be improper, a grievance may be processed initially at the written step of the grievance procedure, provided the grievance is submitted within seven (7) calendar days from the date the discipline was imposed on the grieving employee.

Section 8.5 Polygraph Test No employee will be required to take a polygraph test and such refusal will not be used against him.

Section 8.6 Disciplinary Action Any disciplinary action taken against an employee for violation of any rule, regulation or policy of the Department which is accepted by the employee shall not set a precedent for future settlements.

ARTICLE IX
LAYOFF AND RECALL

Section 9.1 Layoff Order and Notice:

- A) The word "layoff" means a reduction in the number of employees in the work force. Layoff of employees shall be by job Classification Seniority, and the following order shall be followed, provided that the employees who remain are qualified and capable of performing the work available.
1. Probationary employees
 2. Remaining employees within the classification affected.

If it becomes necessary to reduce the number of hours worked, Classification Seniority shall prevail, provided that the employee is qualified and capable of performing the work available.

- B) When employees have the same Classification Seniority, the employee with the least seniority in the classification shall be laid off first.
- 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) consecutive calendar days of receipt of notice and shall then return within seven (7) calendar days of the Employer's mailing of such notice or his/her 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) calendar 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 seven (7) calendar days, and employees passed over (because of their inability to return to work immediately) will be given notice to report for work at the end of said temporary assignment.
- E) Employees to be laid off for an indefinite period of time will have at least ten (10) working days notice of layoff. The President or Alternate shall be provided with a list from the Employer of the employees being laid off on the same date the notices are issued to the employees.

Section 9.2 Recall A laid off employee, if recalled to a job identical or higher in rate to the job from which he/she was laid off within the bargaining unit, and provided said employee has the qualifications and ability to perform the job, shall be required to take the recall. Failure to take such offered work shall result in loss of seniority and discharge.

Section 9.3 Order of Recall The order of recalling of laid off employees shall be in the inverse order in which the employees are laid off and shall be subject to the requirement that the employee is qualified and capable of performing the work required.

ARTICLE X **LEAVES OF ABSENCE**

Section 10.1 General Considerations. A leave of absence is a written authorized absence from work. A leave may 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. Only a regular full time employee who has worked continuously for the Employer for one (1) year or more may be granted a leave of absence. Authorization or denial for a leave of absence request shall be furnished to the employee by the Employer and it shall be in

writing. Any such leave beyond FMLA leave is discretionary with the Employer.

An employee on an approved paid leave of absence will retain his/her Classification Seniority and Employment 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.

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.

All leave requests shall state the exact date on which the leave begins and the projected date on which the employee is to return to work. Any request to change the projected date or extend the leave beyond the return date designated must be made a reasonable length of time in advance of the requested change and may be granted at the Employer's discretion after thorough investigation and upon a finding that a change or extension of time is necessary and just.

If an employee obtains a leave of absence and uses such leave for a reason other than stated at the time the request is made, the employee will be terminated from his/her job. Employees shall not accept employment elsewhere while on a 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.

Failure to return to work on the date scheduled shall be cause for termination. Exceptions may be made due to circumstances beyond the control of the employee.

No employee shall return to work prior to the expiration of his/her leave unless otherwise agreed to by the Employer.

Leaves that qualify under the Family Medical Leave Act require the employee to use all paid leave available to him/her before going on unpaid leave.

Leaves requested due to illness or medical disability (including maternity) must be accompanied by a physician's certificate that the employee is unable to work. 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 will 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 10.2 Military Leave

Military leave shall be granted in accordance with applicable State and Federal laws.

A) Employees who are members of the National Guard, Naval Reserve, Army Reserve,

Marine Reserve, or Coast Guard Reserve, and who are called for reserve duty with valid military documentation, shall be entitled to a leave of absence in addition to their annual vacation leave from their respective duties. During this leave, and upon presentation of documentation of their gross wages with the Reserves, they may receive pay for the difference between their regular gross pay and their military gross pay, such pay not to exceed two (2) calendar weeks.

- B) Employees who are called for a physical for the Armed Services are to be granted pay for the day of the physical.

Section 10.3 Association Business Leaves of absence without pay may be granted, under normal conditions, to an employee elected by the Association to attend educational classes or conventions conducted by the Association. The number will not exceed one (1) employee at any one time and the number of working days will not exceed a combined seven (7) in any one (1) calendar year for all unit employees.

Section 10.4 Educational Leave An employee wishing to further his/her education in his/her chosen profession may, at the Employer's discretion, be granted educational leave for a maximum of one (1) year without pay. The employee who is granted an educational leave may return to his/her previous classification according to Classification Seniority. This leave may be extended by mutual agreement.

PAID LEAVES OF ABSENCE

Section 10.5 Jury or Witness Duty Employees shall be granted leave of absence with pay when they are required to report for jury duty or as a witness subpoenaed to appear in a local, State, or Federal Court, or when required either by the Employer or any other public agency to appear before a court or such agency on matters related to the lawful performance of their duties in their work and in which they are personally involved as a result of the faithful performance of their duties.

- A) Classification and Employment Seniority will continue to accrue to the employee.
- B) Such employees shall be paid their regular wages for time necessarily spent on such matters after turning over the fees (less mileage) to the County Treasurer.

Section 10.6 Bereavement Leave When death occurs in an employee's immediate family, (spouse, parent, parent of current spouse, child, brother, sister, grandparents, grandchildren, grandparents of current spouse) employees shall receive pay for up to three (3) days of regularly scheduled straight time hours, exclusive of shift and other premiums, provided he/she attends the funeral or memorial service, even if celebrated at a later date. Employees who are absent for more than the three (3) days may choose to charge additional time with the written approval of the Director against their personal or vacation leave banks. 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 personal, sick or vacation leave or compensatory time, provided the time for such leave is approved by the Director in writing. Time thus paid will not be counted as hours worked for purposes of overtime.

Section 10.7 Personal Leave Each regular full time employee shall be granted sixty-four (64) hours of personal leave each year at the beginning of the pay period that covers the first pay date in December. New employees shall be granted this leave upon completion of six (6) months of service, prorated on the number of months of service. Employees who have not completed six (6) months of continuous employment as of December first shall not receive leave for the prior year; however, shall receive the full sixty-four (64) hours upon completion of six (6) months of employment.

This leave may be used at the employee's discretion for sick or personal reasons. Twenty four (24) hours notice and prior approval by the supervisor is required for general absences, and at least one (1) 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. If any employee has been off work due to sickness or accident for three (3) consecutive days, a statement from a physician may be required by the Employer. Employees who establish a pattern of misuse of personal leave may be required to submit a statement from a physician to verify such illnesses. Any balance left (of the sixty-four hours) following the last pay period in November shall be paid at the employee's prevailing hourly rate on the first paycheck 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 1, 1988, may convert the balance of the sixty-four (64) hours each year to their frozen Sick Leave Bank up to a maximum of 960 hours.

Section 10.8 Sick Leave Those employees who have a frozen sick bank may use the bank in the following instances:

1. For absences after the sixty-four (64) hours of personal leave have been exhausted.
2. For the first seven (7) calendar days when an employee qualifies for the short term disability coverage.
3. When an employee qualifies for the short term disability coverage, but chooses to use their frozen sick bank first.

An employee who continues in the County's employ until retirement under the County's retirement plan and has a balance remaining in his/her frozen sick bank (or upon death) shall be paid at the rate of one-half (1/2) of any unused hours at the prevailing hourly rate of the employee.

ARTICLE XI **SENIORITY**

Section 11.1 Seniority Definitions **Employment Seniority** shall be defined as the length of the employee's continuous service with the Employer commencing from his/her last date of hire. **Classification Seniority** shall mean the length of continuous service commencing from the date of the employee's service in his/her particular classification. Classification Seniority will be used for purposes of layoff, recall, shift selection, vacation requests, and over time, as defined in the contract. Employees who are employed on the same date shall be placed on the Classification

Seniority list in alphabetical order of surnames.

- A) All new regular employees or those promoted or transferred from within the department shall serve a probationary period of twelve (12) months.
- B) The Association 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 Association shall have recourse to the grievance procedure over such termination.
- C) If an employee is absent from work due to illness or other reasons for a period of forty (40) regularly-scheduled hours (thirty (30) calendar days for internally-promoted employees) or longer, such period of his/her absence shall be added to the probationary period. Absences due to an in service training or job related injury shall not be added to the probationary period.
- D) During the probationary period an employee shall be eligible for employee benefits as expressly provided in this Agreement consistent with plan documents. After an employee has successfully completed his/her probationary period of employment, he/she shall be put on the Classification Seniority list and such seniority shall be as of his/her last date of selection as a regular employee in this classification.

Section 11.2 Classification Seniority List The Classification 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 from time to time and will furnish the Association an up-to-date list on a monthly basis. Challenges to the Classification 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 Employment Relationship An employee's seniority with the Employer shall terminate for the following reasons:

- A) He/she quits or retires.
- B) He/she is discharged or terminated and the action is not reversed.
- C) He/she is absent for three (3) working days without properly requesting leave from the Employer and supplying a satisfactory reason for such absence. This is not to be construed as limiting the right to issue discipline for any unjustified absence.
- D) He/she fails to return to work when recalled or at the specified date at the termination of any leave of absence.
- 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). In the event of layoff, employees with less than ten (10) years would retain classification seniority for a total of twelve (12) months. If the employee has more than ten (10) years, they would retain their classification seniority for twenty-four (24) months.

- F) If an employee returns to work before exhausting FMLA leave, the employee will be returned to his/her previous position, subject to the FMLA provisions. In all other cases, the following shall apply:
 - a. If the employee has used a cumulative total of up to twelve (12) months leave or less during the preceding twelve (12) months, then the employee will be treated as an internal candidate for available positions;
 - b. After twelve (12) months of leave the employee will lose Classification and Employment Seniority.
- G) He/she has exhausted all of their sick, vacation, personal and comp leave banks and is not approved for any other leave.

ARTICLE XII
LONGEVITY COMPENSATION

Section 12.1 Grandfathered Longevity Plan B Regular full time employees hired prior to January 1, 2006, and after November 26, 1985, shall receive a longevity bonus payable as a separate check on the first pay date in December in accordance with the following schedule:

- A) After completion of five (5) years of service the employee shall receive a \$50 longevity bonus.
- B) In December of the sixth and succeeding years thereafter, \$50 annually will be added to the longevity bonus with no maximum limit.

Section 12.2 Grandfathered Longevity Plan A Regular full time employees hired prior to November 27, 1985, and who selected Plan A on the "Employee Election of Longevity Pay Plan prior to December 30, 1985, a longevity bonus shall be payable as a separate check on the first pay date in December in accordance with the following schedule:

- After 10 years of service: 5% of base pay
- After 15 years of service: 10% of base pay

This payment shall be prorated over the remainder of the calendar year in which completion of the 10 years (or 15 years) service occurs.

Section 12.3 Longevity Paid Upon Termination At the end of employment with the County, any longevity bonus amounts owed under either plan will be prorated over the number of pay periods or portion of pay periods worked until the last record day of employment.

ARTICLE XIII
HOURS OF WORK, PREMIUM PAY AND SHIFT PREFERENCE

Section 13.1 Regular Hours of Work The regular schedule of an employee's work shall consist of twelve (12) continuous hours, inclusive of a one half hour paid meal period (provided an

emergency situation does not exist which would automatically preclude it).

- A) It is recognized and understood that deviations from the regular schedule of work may be necessary as a result of a temporary shortage of manpower and public safety emergencies.

Section 13.2 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 department, and which shall not carry over or accumulate.

Section 13.3 Overtime Rate Overtime pay shall be at the rate of time and one half (1 1/2) of the employee's regular hourly rate, excluding all forms of premium pay, for all work performed in excess of twelve (12) hours in any twenty-four (24) hour period or for all hours worked in excess of forty (40) hours in any one work week.

Section 13.4 Overtime Distribution

- A) If requested to work overtime, an employee will be expected to do so unless he/she is excused for good cause.
- B) All overtime work to which overtime pay is applicable shall be distributed as equally as possible among qualified and capable employees within a reasonable period of time and within the classification affected.
- C) An overtime distribution sheet containing supervisors' overtime shall be kept current within the classification affected. Supervisors' overtime worked shall be added to the overtime distribution sheet within a period of four days.
- D) When an overtime assignment occurs, the first employee able to be reached with the lowest number of overtime hours worked in the overtime distribution book for the classification affected shall be directed to work the overtime. That employee may trade with another employee; however the second employee must call and confirm he/she is taking the hours on a taped phone line.
- E) When an available overtime sheet is posted, a ten (10) day cut off date shall be set for the employees of the Bargaining Unit. After that date other qualified employees of the department may work the available overtime.

Section 13.5 Shift Assignment Shift assignments shall be made on a quarterly basis based on Classification Seniority; however, all supervisors shall work an annual total of 120 hours on a non-preferred shift. This can be accomplished by working overtime, or trading time with another supervisor. If the minimum 120 hour requirement is not reached by the fourth quarter, management reserves the right to assign personnel to the opposite shift, potentially displacing the next senior supervisor.

A log will be maintained in the overtime book documenting the number of hours worked as non-preferred shift times for each supervisor.

Section 13.6 Shift Premium Employees shall receive a shift differential of fifty cents (.50) per hour in addition to their regular pay for all hours worked between 6 p.m. and 6 a.m.

Section 13.7 Shift Times Management reserves the right to establish additional shifts or change shift starting and ending times with sixty (60) days notice. Should a vacancy occur of at least two weeks duration, employees may be required to change their shift time as deemed necessary by the Employer. The Employer shall not make such change arbitrarily or to avoid payment of overtime. Management reserves the right to adjust the commencement times for the shifts by a maximum of one (1) hour. Any adjustment in these times shall be provided to the Association thirty (30) days prior to implementation. Management shall not make more than one such shift adjustment in a six (6) month period.

Section 13.8 Compensatory Time Employees who are entitled to overtime pay at the overtime rate as provided in this Agreement, shall, at their option, be credited with an equivalent amount of compensatory time in lieu of money payment. An employee may bank compensatory time to a maximum of forty-eight (48) hours. Compensatory time off may be requested of the Department Head only after earned and at his/her discretion may be granted when workload and scheduling may permit. Employees granted compensatory time off may have such time canceled prior to beginning such leave if deemed necessary by the employer.

ARTICLE XIV **HOLIDAY PAY**

Section 14.1 Paid Holidays The following shall be considered as paid holidays for purposes of this Agreement:

New Year's Day	January 1st
Washington's Birthday	3rd Monday in February
Good Friday	April 22, 2011, April 6, 2012, March 29, 2013, April 18, 2014
Memorial Day (observed)	Last Monday in May
Independence Day	July 4th
Labor Day	1 st Monday in September
Veterans Day	November 11th
Thanksgiving Day	November 24, 2011, November 22, 2012, November 28, 2013, November 27, 2014
Day after Thanksgiving	November 25, 2011, November 23, 2012, November 29, 2013, November 28, 2014
Christmas Eve Day	December 24th
Christmas Day	December 25th
New Years Eve Day	December 31st
Floating Holiday	

Section 14.2 Eligibility for Holiday Pay To be eligible for holiday pay, an employee must work his/her scheduled day before and his/her scheduled day after a holiday or be on paid authorized leave (excluding leaves covered by Short Term Disability or Workers' Compensation Insurance). Employees who take leave for illness on the day before or day after the holiday may be required to present a physician's slip in order to receive holiday pay.

Section 14.3 Compensation for Holidays Not Worked No holiday for which an employee is paid and during which he/she did not work shall be considered or treated as time actually worked

by him/her for purposes of overtime compensation.

Section 14.4 Holidays During Leave Holidays occurring during a vacation period or bereavement leave are compensable and shall not be charged against the employee's accumulated time.

Section 14.5 Compensation for Work on a Holiday Employees who are required to work on a holiday shall receive in addition to the twelve (12) hours holiday pay, time and one half (1 1/2) for all hours worked. If an employee is required to work in excess of twelve (12) hours on a holiday, he/she shall be paid two and one-half (2 1/2) times the hourly rate for all hours in excess of the regular twelve (12) hour shift.

Section 14.6 Work Not Scheduled on Holiday Employees covered by this Agreement who are not scheduled and do not work on the holidays hereinbefore designated, and who meet the eligibility requirements hereinbefore designated, shall be compensated for such holiday based on eight (8) hours at the straight time hourly rate, excluding premiums, of the particular employee.

Section 14.7 Compensation for Scheduled to Work but do not Work on a Holiday Employees who are scheduled to work on the holiday, but who are given the day off due to excess coverage, will receive twelve (12) hours of holiday pay.

Section 14.8 Agreement to Work on Holiday but Does Not Work When an employee agrees and/or is scheduled to work on one of the holidays as defined by the Agreement, and does not work as agreed, he/she shall not receive the pay for such holiday.

Section 14.9 Celebration Date of Holiday Employees assigned to seven (7) day operations will celebrate the observed holidays as defined by the Agreement.

Section 14.10 Compensation for Non-Scheduled Employee who Works on Holiday Employees who are not scheduled to work on a holiday and who are required to report to work shall be paid, in addition to the holiday pay, two (2) times their hourly rate for all hours worked on the holiday.

ARTICLE XV **VACATION**

Section 15.1 Vacation Eligibility and Schedule Employees working under this Agreement shall receive paid vacations in accordance with the schedule hereinafter stated and provided they are eligible.

Vacation shall accrue but not be available for use until after six (6) months of service. Such vacation shall be accrued on a biweekly basis in accordance with the following schedule:

<u>YEARS OF SERVICE</u>	<u>HOURS</u>
Less than 3 years	80
3, but less than 5 years	96
5, but less than 10 years	120
10, but less than 15 years	136

15, but less than 25 years	160
25 or more years	200

Section 15.2 Vacation Carryover, Waiver, and Pay Upon Termination Accrued and unused vacation days shall be carried forward to the next subsequent vacation eligibility year with a maximum limitation on carry-over of two hundred (200) hours. Any hours beyond the two hundred (200) hour maximum; 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.

An employee may not waive a vacation and receive extra pay for work during that period. If an employee is required by the Employer to reschedule his/her vacation, then the maximum carry-over provision will not be invoked, provided the employee utilizes the excess hours within one hundred eighty (180) calendar days.

Upon termination of employment, an employee, employee's spouse, designated beneficiary, or employee's estate, shall be compensated in wages for unused vacation leave that such employee has accrued through the date of termination, subject to the above limitations.

Section 15.3 Illness During Vacation If an employee becomes ill and/or is under the care of a physician during his/her vacation, he/she may choose to use available personal leave and/or accrued sick leave bank (if applicable) rather than vacation leave for that period of time. A physician's statement may be required by the Employer.

Section 15.4 Vacation by Classification and Shifts Vacation schedules by classification and affected shifts will be worked out as far in advance as possible. Employees shall be permitted to schedule their vacation in conjunction with their regular pass days. Approved requests of two (2) or more vacation days will provide for pass days in conjunction with the request to be considered "vacation" and the employee will not be eligible for overtime unless mutually agreed upon. After January 1st and prior to March 15th, each employee shall indicate on a six month calendar his/her vacation request for the period of April 1st through September 30th. The same process shall be followed between July 1st and September 15th for the period of October 1st to March 30th. After March 15th and September 15th, all employees who have failed to select their vacation time for the following six months will take whatever time is available only on a first-come, first-served basis. Vacation requests shall be scheduled by Classification Seniority with preference given to multiple day requests of five (5) days or more. Employees who request vacation periods encompassing the following holidays: Thanksgiving Day, Day after Thanksgiving, and Christmas Day, shall refrain from taking both sets of holidays in the same year. Further, employees shall not take the same holidays (described above) two years consecutively. The employee will be notified of approval of vacation periods within a reasonable time after March 15th and September 15th. Any requested change in vacation schedule after notification will require at least thirty (30) days notice. Exceptions may be made for unusual circumstances.

Only one (1) employee in each classification shall be scheduled for vacation at any one time. Any second request, excepting designated holidays, shall be posted for sign up by other department employees. The employer shall provide a 60 (sixty) day notice before changing this procedure.

Section 15.5 Vacation Pay Vacation pay will be at the current rate, less premium pay, of the employee. Current salary shall include any increase in salary schedule by reason of length of

service, or any percentage increase which an employee is entitled to by reason of any increment plan.

ARTICLE XVI **INSURANCE AND RETIREMENT BENEFITS**

Section 16.1 Health Insurance The Employer agrees to provide health insurance coverage for all regular full time employees, including those on paid leave, and their families. Said insurance shall be substantially equivalent to benefits in effect with the HMO (Health Maintenance Organization) Plan, as detailed in Appendix B.

The HMO (Health Maintenance Organization) plan, as detailed in Appendix B, 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. Coverage becomes effective the first of the month following thirty (30) calendar days of employment.

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 traditional insurance or HMO) if they wish, and dependents will be covered under the employee whose birthdate comes first in the year, unless otherwise agreed to by both employees and as provided for in the plan documents.

The benefits provided under this section shall be secondary to any personal protection or personal injury benefits available from an insurer under a motor vehicle policy described in Section 500.3101(1) of the Michigan Compiled Laws.

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.

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), capped at Single \$20, Double \$40, Family \$50
 - 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 December 29, 2010.
- **6% premium cost share** (of the HMO base plan) if the employee does **not** participate in the County's Health Initiative, with no caps.

Effective January 1, 2012

- **6% premium cost share** (of the HMO base plan) if the employee participates in the County's Health Initiative, capped at Single \$30, Double \$60, Family \$70
- **8% premium cost share** (of the HMO base plan) if the employee does **not** participate in the County's Health Initiative, with no caps.

Effective January 1, 2013

- **6% premium cost share** (of the HMO base plan) if the employee participates in the County's Health Initiative, capped at Single \$35, Double \$65, Family \$75
- **8% premium cost share** (of the HMO base plan) if the employee does **not** participate in the County's Health Initiative, with no caps.

Effective January 1, 2014

- **6% premium cost share** (of the HMO base plan) if the employee participates in the County's Health Initiative, capped at Single \$40, Double \$70, Family \$80
- **8% premium cost share** (of the HMO base plan) if the employee does **not** participate in the County's Health Initiative, with no caps.

Employees who are hired during the middle of a calendar year will automatically be enrolled in the lower premium cost share for the remainder of the year when their coverage becomes effective. Upon hire, employees will still be responsible for participating in the Health Initiative that is currently in effect in order to receive the lower premium cost share for the following year. An employee will only be required to meet the Health Initiative requirements once per plan year.

The Employer reserves the right to modify the County's Health Initiative and content of the online questionnaire and any completion deadline requirements. Both the Employer and the union recognize that the health care provider may change the content of the online questionnaire, and that any changes within the Employer's control will be discussed with the union.

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.

Payment in Lieu of Health Care Coverage

For employees who otherwise are entitled to health insurance coverage under this section, who are not already covered by the County under a spouse, and meet the requirements of the County's Payment in Lieu of Insurance policy, the employee shall have the option of receiving an annual payment in lieu of such coverage in the amount of two thousand (\$2,000) dollars on a pro-rated basis based on FTE and based on months of service in the given year, subject to the Employer's policy, carrier regulations, and applicable tax law. Employees who are insured under a Grand Traverse County health insurance plan provided to their spouse are not eligible for this payment.

Section 16.2 Optical and Dental Insurance The County will provide to regular full-time employees optical and dental insurance coverage substantially equivalent to the Dental and Vision Plans as detailed in Appendices C and D.

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 16.3 Retirees Group Health Employees who have retired from the service of Grand Traverse County shall be eligible to purchase health insurance at the County's group rates, including any Medicare Rider in place. For purposes of this section, retirement means having

attained age sixty (60) with eight (8) years of service, or age fifty-five (55) with twenty-five (25) years of service, at the time of separation from employment with the County.

Section 16.4 Workers' Compensation Each employee will be covered by the applicable workers' compensation laws, and the Employer further agrees that an employee, if eligible for workers' compensation, may choose to receive, in addition to his/her workers' compensation benefits, an amount to be paid by the Employer from the employee's accumulated leave banks equal to his/her regular net pay when combined with the workers' compensation wage benefit. Said benefit period shall be up to eighteen (18) months from the effective date of commencement of workers' compensation benefits. The subsidy will terminate upon the exhaustion of the employee's accumulated leave.

In addition, the employee's health, dental, and optical 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 eighteen (18) months from the effective date of commencement of workers' compensation benefits. Life insurance coverage 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 from the effective date of commencement of workers' compensation benefits pursuant to the terms of the Life insurance policy certificate.

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 will 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 16.5 Unemployment Insurance The Employer agrees to provide unemployment insurance coverage in accordance with the law.

Section 16.6 Retirement Plan As a condition of employment, each full-time employee shall agree to participate in the Michigan Employees Retirement System. The Employer shall contribute 6% of wages under the Municipal Employee's Retirement System, Defined Contribution Plan. Employees may choose to make a one time irrevocable decision to contribute 3% of their wages to the plan, and if the employee chooses to contribute 3%, the Employer will contribute an additional 3%. Employees will be 25% vested after 3 years of service, 50% after 4 years of service, 75% after 5 years of service, and fully vested after 6 years of service with Grand Traverse County. Eligibility for Defined Contribution benefits is made in accordance with MERS plan documents and IRS regulations.

Employees grandfathered under the MERS Defined Benefit plan shall receive benefits under Plan B4, dropping back to B3 at age 65, eight (8) year vesting, and F55/25 Rider. Employees under the Defined Benefit Plan will have a payroll deduction of .9% of gross wage. Age 60 with eight (8) years of service, or age 55 with 25 years of service shall be used for determination of payment of Defined Benefit retirement.

Section 16.7 Life Insurance The Employer agrees to pay the full premium for term Life Insurance and Accidental Death and Dismemberment Insurance for regular full-time employees in

the amount of \$20,000 or one times annual base salary, whichever is greater, said insurance to become effective the next day following six (6) consecutive months of employment as a regular employee in accordance with the plan documents.

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

Section 16.8 Short Term Disability Insurance The Employer agrees to provide Short Term Disability Insurance for all regular full time employees, such insurance to be effective the next day following one hundred eighty (180) days of consecutive service as a regular employee in accordance with the plan documents. This insurance shall provide 66 2/3 percent of the employee's pre-disability wages for up to one hundred eighty-two (182) days for absences due to injury or illness as approved by the insurance carrier. The coverage will begin on the eighth calendar day following injury or illness. The Employee will be required to use a maximum of forty (40) hours of leave bank time during the seven calendar day elimination period before going on short term disability. Eligibility and benefit provisions are provided subject to plan documents. The employee is responsible for cooperating with the carrier's application requirements.

The employee's health, dental, optical, and life insurance, as well as their seniority, as specified in this contract will continue to be provided by the employer while the employee is on an approved short term disability for a period of up to one hundred eighty-two (182) calendar days.

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

ARTICLE XVII **VACANCY AND TEMPORARY TRANSFER**

Section 17.1 Regular Vacancies Vacancies within the department shall be given preference to be filled from within the Department. Established job requirements and qualifications shall be used as the criteria as well as any standard examinations utilized for selection. All vacancies shall be posted for a minimum of five (5) days and all employees are required to provide written notice of their intent to fill a classification other than their existing classification.

- A) If the rate of pay in the former class is less than the minimum rate established for the class of the new position the rate of pay shall be advanced to the minimum for the class.
- B) If the rate of pay in the former class is more than the maximum rate established for the new class, the pay shall be reduced to the maximum rate or intermediate step of the new range as determined by the Director.
- C) If the rate of pay in the former class falls within the new range of pay and at the established step in the range of the new class, the salary rate shall be increased to the next higher step in the case of a promotion, and, at the discretion of the Human Resources Director, shall be adjusted to a lower step in the case of a demotion.

Section 17.2 Temporary Vacancy For the purpose of temporarily filling a vacancy in a position of higher classification, the Employer shall solicit a showing of interest from employees within the

department. The Director or his/her designee shall assign the most qualified employee to the position from those showing interest. If it involves an assignment in a higher pay classification for over two (2) hours, the employee will receive the higher rate of pay for all hours worked.

The Director 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 180 calendar days without mutual consent of the parties.

ARTICLE XVIII **UNIFORMS**

Section 18.1 Uniforms Furnished by Employer The Employer agrees to furnish the following uniforms to full time employees: a minimum of three (3) shirts/blouses; three (3) pair of pants/skirts; two (2) sweaters, and other wearing garments which are required by the Employer, excluding footwear. The Employer agrees to replace on an as-needed basis.

ARTICLE XIX **GENERAL**

Section 19.1 County Safety Committee All safety ideas and complaints will be handled by the County Safety Committee. If the matter is not resolved by the County's Safety Committee, the Association may appeal to a statutory remedy, if available.

Section 19.2 Access to Personnel File The parties agree that records of service will be kept in the employee's personnel file. The employee shall, upon request, in the presence of the Employer, have access to his/her personnel file.

Section 19.3 Visits by Authorized Representatives of the Association Authorized representatives of the Association shall be permitted to visit the operation of the Employer during working hours to talk with the President or designated Alternate, and/or representatives of the Employer concerning matters covered by this Agreement without interfering with the progress of the work force. The Association will arrange with the Employer for time and place prior to the occurrence of such visits.

Section 19.4 Legal Assistance Provided by Employer The Employer will provide to the employee such legal assistance as will be required when civil action is brought against an employee as a result of the acts occurring when and while said employee is in the lawful performance of his/her assigned duties and responsibilities; provided that notification is immediately given to the Employer that service of process was made upon the employee.

Section 19.5 Training School Expenses The Employer shall pay the tuition, expenses, and provide proper transportation for training schools as assigned. Any employee designated to attend training schools benefitting both the County and the employee shall be remunerated at their regular rate of pay. Employees will also receive mileage at a rate established uniformly by the County Board of Commissioners if the class is held outside of Grand Traverse County and if transportation is not otherwise available.

Section 19.6 Use of Personal Vehicle Whenever an employee is requested by the Employer to use his/her own personal vehicle in the line of duty and on the business of the Employer, he/she shall be accorded mileage at a rate as uniformly established by the Grand Traverse County Board of Commissioners.

Section 19.7 Equipment If equipment should be regarded as defective, an employee should immediately inform his/her immediate supervisor and present a list of defects. If the supervisor determines the equipment to be defective, he/she shall cause the same to be stored until cleared by an appropriate specialist as fit for service. If the supervisor determines the equipment to be fit for service, he/she must so notify the employee in writing.

The Employer shall not require employees to utilize equipment that is not in safe operating condition or equipped with the safety appliances prescribed by law.

Section 19.8 Bulletin Board Notices The Employer will provide a bulletin board in the facility where employees hereunder are employed for the use of the Association and the Employer. Only official notices are to be posted and must have the signature of the President or or Employer Representative. The Association/Employer will promptly remove from such bulletin board any material which is detrimental to the Association/Employer relationship.

Section 19.9 Rest Periods Employees shall normally be granted a minimum rest period of eight (8) hours before having to report back to duty, except in unusual situations, manpower shortages or emergencies.

Section 19.10 Bonding Should it be required that any employee be bonded, any premium involved shall be paid by the Employer.

Section 19.11 Court Appearances Employees of the bargaining unit who may be required to appear in court on civil or criminal matters, or before Commissioners on matters related to the lawful performance of their work, on days off or other authorized off-duty time, will be paid a minimum of two (2) hours at time and one-half (1 1/2) for their set appearance in lieu of any witness fees.

Section 19.12 Call Back Time The employees of the bargaining unit will be paid a minimum of two (2) hours at time and one half (1 1/2) for call back time. In the event that the call back occurs on a holiday recognized by this Agreement, the two (2) hour minimum shall be paid at the holiday premium rate of pay, excluding shift premium.

Section 19.13 Hours Considered Worked All hours paid to an employee, exclusive of overtime, shall be considered as hours worked for the purpose of computing fringe benefits under this Agreement.

Section 19.14 Pay Periods The Employer shall provide for biweekly pay periods. Each employee shall be provided with an itemized statement of his/her earnings and of all deductions made for any purpose. Pay day will be every other Friday following the end of the pay period for hourly employees.

Section 19.15 Association's Right to Examine Time Sheets The Association shall have the right to examine the time sheets and other records of the Employer pertaining to the computation of compensation for an employee who has submitted a specific grievance relative to such compensation. Upon request by the Association, such records shall be furnished by the Employer for inspection.

Section 19.16 Employer's Right to Establish Rules The Employer reserves the right to establish rules, regulations, policies and procedures not inconsistent with the provisions of this Agreement. Such rules, regulations, policies and procedures shall be available for inspection and review by employees if such rules, regulations, procedures and policies concern working conditions. If the Association believes that any rule, regulation, policy and/or procedure is inconsistent with the terms of this Agreement, a grievance may be filed within seven (7) calendar days after the establishment or application of such rule, etc., and thereafter considered in accordance with the grievance procedure.

Section 19.17 Tuition Reimbursement Employees who receive prior approval for educational courses relating to their job performance may receive tuition reimbursement from the Employer in accordance with County policy.

Section 19.18 Offer of Basic Training Opportunities All basic training opportunities shall be posted for sign-up, and the employer will determine who will be sent based on scheduling, prior training opportunities, need, etc.

Section 19.19 Alcohol & Drug Testing Policy

1. **Purpose:**

The use, abuse and possession of alcohol and illegal drugs in the workplace are a threat to the health and safety of employees and the general public. Grand Traverse County is committed to providing a working environment free from alcohol and illegal drugs. This policy is designed to aid the County's operational leadership in ensuring a safe and healthful workplace for its employees, contractors, volunteers and interns.

2. **Policy:**

It is the policy of Grand Traverse County to provide and maintain a drug-free workplace. The manufacture, possession or sale of alcoholic beverages or illegal drugs on County premises or when conducting business on behalf of the County is prohibited. Reporting for work or working while under the influence of, or with a detectable level of, illegal drugs or alcohol is prohibited. Lawfully prescribed prescription drugs used in accordance with their instructions are not subject to this policy, except that, if the prescription carries a warning or caution about possible effects, the employee is required to determine from their physician whether they can safely perform their duties. If in doubt, the employee must notify their supervisor, or the Human Resources Director, before working while using the prescription. However, reporting for work or working under impairment caused by the abuse of lawfully prescribed drugs is prohibited. A violation of this policy may result in corrective action, up to and including termination.

3. **General Information:**

An employee may be subject to corrective action, up to and including termination, for violation of this policy. Any employee who is convicted of, or pleads guilty or nolo contendere to, a drug or alcohol related offense must report such offense to the Human Resources Director within five (5)

days of the date of conviction, irrespective of whether the conviction has been appealed.

Any employee who feels that he or she has developed an addiction to, dependence upon, or problem with alcohol or drugs, legal or illegal, is encouraged to seek assistance. Any employee who wishes to receive information regarding drug and/or alcohol counseling and rehabilitation may contact the Human Resources Director or the Employee Assistance program.

4. Procedure:

The County may require an employee to submit to urine testing for drugs and/or breath testing for alcohol based upon reasonable suspicion. Reasonable suspicion testing may be based upon, among other things:

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

5. Testing:

The County shall arrange for the testing and shall transport the employee to the test site. Employees requested to submit to a drug and/or alcohol-screening test must do so immediately or by a time otherwise specified by the employer. Employees may not delay in taking the test, or otherwise interfere with the testing process. Any employee who violates this provision will be deemed to have voluntarily resigned from COUNTY. The employee shall be suspended with pay during the testing procedures and while waiting for the test results. Employees who are tested must consent to release of the test results to the County. A refusal to take a test or to release the test results, as well as interference with or adulteration of test procedures or samples, shall be deemed to be a voluntary resignation. The provisions of 49 CFR 40.191 and 40.261 describe employee conduct that constitutes a refusal to test.

All drug and alcohol testing shall be conducted by a laboratory or testing facility which has been approved by the Department of Public Health of Michigan, or which meets the standards set out in 49 CFR Part 40, as amended, and shall be paid for by the Employer.

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

on request to the employee for independent confirmatory tests at the employee's expense at a laboratory of the employee's choice.

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

The current positive test result "cut-off" levels shall be as provided in 49 CFR 40.29(f) set out in the following table:

Initial Test Cutoff Concentration (Nanograms/milliliter)

Marijuana metabolites	50
Cocaine metabolites	300
Opiate metabolites	2000
Phencyclidine	25
Amphetamines	1000

Confirmatory Test Cutoff Concentration (Nanograms/milliliter)

Marijuana metabolite (1)	15
Cocaine metabolite (2)	150
Opiates:	
Morphine	2000
Codeine	2000
6-Acetylmorphine (4)	10
Phencyclidine	25
Amphetamines:	
Amphetamine	500
Metamphetamine	500
Barbiturates	200
Benzodiazepine	200
Methadone	200
Methaqualone	200
Propoxyphene	200

Tests for alcohol levels shall be considered to verify intoxication or impairment when the blood/alcohol level is .04 percent. When the level is relatively low, consideration will be given to any reasonable explanation offered by the employee, as well as to the rate at which blood alcohol metabolizes. If the explanation is reasonable or shows that the employee has not been irresponsible, no action will be taken.

Only specimens confirmed as positive by the GC/MS test procedure shall be reported as positive for controlled substances by the testing laboratory.

The Employer will not utilize blood tests for the presence of drugs and/or alcohol unless requested

by the Employee. Should the employee request blood testing, he/she must agree to release the blood test results to the Employer.

6. "Last Chance" Rehabilitation Agreement:

As an alternative to discharge or other discipline, the County may, but is not required to, offer a Last Chance Rehabilitation Agreement. Ordinarily such requests will be granted for first time infractions unless the employee has a history of drug or alcohol related rule violations or a criminal conviction, or the misconduct includes sale or significant possession or other serious aggravating circumstances. Such a Last Chance Rehabilitation Agreement will include the following:

- A) The employee must successfully participate in and complete any and all rehabilitation and counseling activities recommended by the EAP or other entity used.
- B) The employee will be subject to unannounced periodic testing for a period of twelve (12) months after their return to work.
- C) The employee will be required to execute a release authorizing all rehabilitation and counseling agencies and providers to release any and all information to the employer regarding attendance; participation; motivation to address and correct problems; prognosis and any other recommendations.
- D) The Last Chance Agreement must be signed by the employee and the Association, and must acknowledge that any positive test during the twelve (12) month period covered by the Agreement shall constitute just cause for discharge.

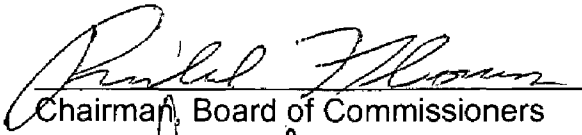
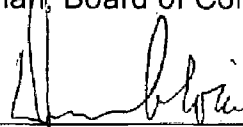
ARTICLE XX
SAVINGS CLAUSE

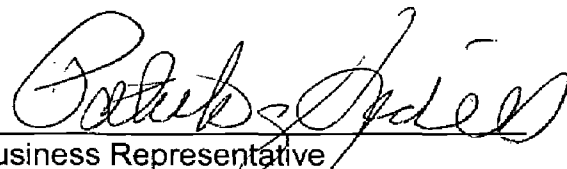
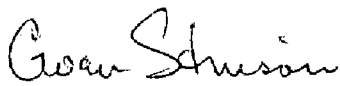
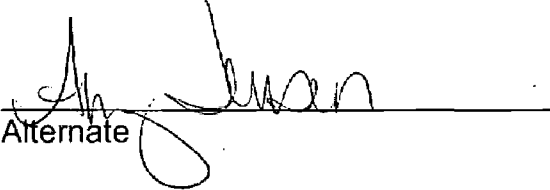
If any Article or Section of the Agreement or any addendum thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be reinstated by such tribunal, the remainder of the Agreement and addendums shall not be effected 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.

ARTICLE XXI
TERMINATION

This Agreement shall be effective on the first day of January, 2011, and shall remain in full force and effect until the thirty-first day of December, 2014. It shall automatically be renewed from year to year thereafter unless either party notifies the other, in writing, sixty (60) days prior to the anniversary date that it desires to modify this Agreement.

In any event, however, the conditions of employment, including wages and benefits, shall remain in effect until such time as a Labor Agreement is negotiated and/or established.

FOR THE EMPLOYER:  12-29-10
Chairman, Board of Commissioners Date
 1-4-11
County Administrator Date

FOR THE ASSOCIATION:  12/28/10
Business Representative Date
 12-28-10
President Date
 12-28-10
Alternate Date

Appendix A Wage Scale

COAM DISPATCH SUPERVISORS WAGE SCALE

Effective January 1, 2011

1.50% Increase over 2010

	Train 1	Train 2	1	2	3	4	5	6
H	16.82	18.02	19.42	20.31	21.21	22.19	23.20	24.25

Effective January 1, 2012

1.75% Increase over 2011

	Train 1	Train 2	1	2	3	4	5	6
H	17.11	18.34	19.76	20.67	21.58	22.58	23.61	24.67

Effective January 1, 2013

1.50% Increase over 2012

	Train 1	Train 2	1	2	3	4	5	6
H	17.37	18.62	20.06	20.98	21.90	22.92	23.96	25.04

Effective January 1, 2014

1.50% Increase over 2013

	Train 1	Train 2	1	2	3	4	5	6
H	17.63	18.90	20.36	21.29	22.23	23.26	24.32	25.42

Appendix B

Summary of Health Benefits

Benefits At A Glance

BCN10

Grand Traverse County - HMO w/RX\$10/\$40

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 Care Network certificates and riders. Payment amounts are based on the Blue Care Network approved amount, less any applicable deductible and/or copay amounts required by the plan. This coverage is provided pursuant to a contract entered into in the State of Michigan and shall be construed under the jurisdiction and according to the laws of the State of Michigan. **Services must be provided or arranged by member's primary care physician or health plan.**

Deductible, Copays and Dollar Maximums

Deductible	None
Fixed Dollar Copays	\$0 for allergy injections
	\$10 office visits
	\$10 for urgent care visits
	\$35 for emergency room visits
	\$50 for ambulance
	\$10 for referral physician visits
Percent Copay (Coinsurance)	50% for select services as noted below
Copay Dollar Maximums	
Fixed Dollar Copay Maximum	None
Percent Copay Maximums	
	None
Dollar Maximums	None

Preventive Services

Health Maintenance Exam	100%
Annual Gynecological Exam	100%
Pap Smear Screening	100%
Well-Baby and Child Care	100%
Immunizations - pediatric and adult	100%
Prostate Specific Antigen (PSA) Screening	100%

Mammography

Mammography Screening	100%
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Physician Office Services

Office Visits	\$10 Copay
Consulting Specialist Care - when referred	\$10 Copay

Emergency Medical Care

Hospital Emergency Room (copay waived if admitted, if applicable)	\$35 Copay
Urgent Care Center	\$10 Copay
Ambulance Services - medically necessary	\$50 copay for ground and air services

ER35,SN120,WASCR,WPTIC,AS5,AMB50,IOMHP,WHC10,1040PD,XSDRX,MOPD1X,100% Preventive

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Benefits At A Glance

BCN10

Grand Traverse County - HMO w/RX\$10/\$40

Diagnostic Services

Laboratory and Pathology Tests	Office visit copay may apply per member, per visit
Diagnostic Tests and X-rays	Office visit copay may apply per member, per visit
High Technology Radiology Imaging	Office visit copay may apply per member, per visit
Radiation Therapy	Office visit copay may apply per member, per visit

Maternity Services Provided by a Physician

Pre-Natal and Post-Natal Care	\$10 Copay
Delivery and Nursery Care	100% (For professional services. See Hospital Care for facility charges)

Hospital Care

General Nursing Care, Hospital Services and Supplies (unlimited days)	100%
Outpatient Surgery	100%

Alternatives to Hospital Care

Skilled Nursing Care	100%
	Up to 120 days per calendar year
Hospice Care	100% when authorized
Home Health Care	\$10 Copay

Surgical Services

Surgery - Included all related surgical services and anesthesia	See Hospital Care for inpatient and outpatient copay
Voluntary Sterilization	100%
Human Organ Transplants (subject to medical criteria)	100%, subject to medical criteria

Mental Health Care and Substance Abuse Treatment

Inpatient Mental Health Care	100% when authorized
Inpatient Substance Abuse Care	100% when authorized
Outpatient Mental Health Care	\$10 Copay
Outpatient Substance Abuse	\$10 Copay

ER35,SN120,WASCR,WPTIC,AS5,AMB50,IOMHP,WHC10,1040PD,XSDRX,MOPD1X,100% Preventive

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

Benefits At A Glance

BCN10

Grand Traverse County - HMO w/RX\$10/\$40

Other Services

Allergy Testing and Therapy	100%; Office visit copay may apply per member per visit
Allergy Injections	100%
Chiropractic Spinal Manipulation - when referred	\$10 Copay
Outpatient Physical, Speech and Occupational Therapy (60 consecutive days/episode)	\$10 Copay
Infertility Counseling and Treatment (excludes In-vitro Fertilization)	50% on all associated costs
Durable Medical Equipment	50%
Prosthetic and Orthotic Appliances	50%
Weight Reduction Procedures	50%
Prescription Drugs	Generic - \$10 copay, Brand - \$40 copay; without contraceptives, 34-day supply Sexual Dysfunction drugs not covered
Mail Order Prescription Drugs	One time the applicable copay up to a 90 day supply
Prescription Drug Deductible	None
Hearing Aid	Not Covered

ER35,SN120,WASCR,WPTIC,AS5,AMB50,IOMHP,WHC10,1040PD,XSDRX,MOPD1X,100% Preventive

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Appendix C

Summary of Dental 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

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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%, <i>limited occlusal adjustments covered up to five times in a 60-month period</i>
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 D

Summary of Vision 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	POLC Sheriff Employees
Circuit Court Association Employees	Teamsters Central Dispatch Employees
Circuit Court Supervisors	Teamsters District Court Employees
COAM Dispatch Supervisors	Teamsters General Employees
Non-Contract Hourly Employees	Teamsters Sergeants
Non-contract Exempt Employees	TPOAM Central Records
POAM Sheriff Employees	G.T. County Health Dept. Association
Elected Officials	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.