

AGREEMENT

BETWEEN

THE BOARD OF COMMISSIONERS OF GRAND TRAVERSE COUNTY

AND

COMMAND OFFICERS ASSOCIATION OF MICHIGAN

GRAND TRAVERSE CENTRAL

SUPERVISORY UNIT

For January 1, 2006, through December 31, 2008

Sections with Amendments:

Section

Agreement	Add "this date"	12.2 Sen. List	Challenges within 14 days of posting
6.1 Grievances	(Step 2) increase/5 days	12.3 Loss of Sen	3 working days; change "notify" to "request"
6.2 Final Binding (B)	Considered denied if not timely	12.3 (E)	New paragraph; seniority on lay off / leave
6.2 Final Binding (D)	Delete "layoff"	13.1 Longevity	Eliminate for new hires
7.1 Arb. Time Limit	Selection by mutual agr. List of Arbitrators developed	14.5 Shift Assign.	(Incorp. Letter of Agreement language)
7.3 Appeal	Add clarif./Elect to Pursue	15.1 Holidays	Add Floating Holiday
8.1 Just Cause	Delete "lay off" / add demote, suspend or otherwise discip.	15.8 Agr. To Work	Deleted "unless on excused leave"
8.3 Removal of Disp.	Delete "kept in sealed env." / add "sep. & not to be used" Add "in cases of a chronic history or major infraction"	17.1 Health Ins	Attach current plan summaries to contract
[Deleted 8.4 Criminal Charges – remaining sections in Article 8 re-numbered]		17.7 STD	Clarify paid leave used to cover elim. period
(new) 8.4	Change to Expedited Grievance	18.1 Reg. Vac.	(C) Change to H.R. Director
9.1(C) Layoff	Delete paragraph regarding bumping Re-lettered remaining paragraphs	18.2 Temp Vac.	Change to 180 days
Article 10	(Changed to <u>Unpaid</u> Leaves of Absence); Changes throughout article	[Deleted Original Article 18 – Promotions]	
(new) Article 11	(Changed to <u>Paid</u> Leaves of Absence); Changes throughout article)	20.19 Training	Posted; Employer determines who is sent
Personal Leave incr. to 64 hours (Remaining Articles Re-Numbered)		20.20 (New Section) Alcohol & Drug Testing Policy	
12.1 Sen. Def.	Clarify Emp. & Classif. Seniority	Termination	Insert dates
		New Appendix B	Summaries of Benefit Plans
		Wages	2006 2.75% 2007 2.25% 2008 2.25%
		Co-Pay	\$10 office visit; \$10 generic / \$40 brand name prescription drug

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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 heretofore.

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, Emergency Telecommunicators, 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, 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 Units set forth in Article 1, thirty-one (31) days after the start of this employment with the County 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 equivalent to the periodic dues uniformly required of Association members.

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 various Collective Bargaining Units 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 equivalent from the pay of each employee who executes and files with the County a proper checkoff authorization form.
- B) Dues will be authorized, levied and certified by the Secretary-Treasurer in accordance with the Constitution and By-Laws of the Association. Each employee hereby authorizes the Association and the Employer without recourse to rely upon and to honor certificates by the Secretary-Treasurer of the Local Association, regarding the amounts to be deducted and the legality of the adopting action such amounts of the Association dues. 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, and 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. Should any employee, for any reason, fail to sign a dues or service fee authorization slip, the Association may request at its sole discretion, that said dues or service fee owed under said agreement be deducted by the employer from the employees pay check pursuant to state law, without such authorization slip being signed.
- D) Deductions for dues and 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 and service fees.

ARTICLE IV

REPRESENTATION

Section 4.1 Board Members The Employer agrees to recognize the President and Executive Board Members. Said Board Members being members with seniority of the Bargaining Unit and elected by the bargaining unit. The duties of the Board Members 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 Board Members will be expected to constitute the Bargaining Unit for the purposes of negotiating a new Labor Agreement. The Employer agrees to compensate the President and Board Members 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. A maximum limitation of compensation for lost time shall be applied to two (2) employees.

Section 4.2 Association Furnish Names The Association will furnish the Employer with the names of its Executive Board 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 authority 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, Executive Board and any outside parties requested to attend. Arrangements for such conferences shall be made in advance and shall be limited to the agenda presented when such arrangements are made. It is expressly understood that these special conferences shall not be for the purpose of conducting collective negotiations, nor to, in any way, modify, add to, or detract from the provisions of this Agreement.

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. The parties recognizing that an orderly grievance procedure is necessary, agree that each step must be adhered to as set forth herein or the grievance is forfeited. All grievances must be filed within five (5) days after occurrence of the circumstance giving rise to the grievance or five (5) days from when the grievant should reasonably have known of the occurrence, otherwise the right to file a grievance is forfeited and no grievance shall be deemed to exist.

Step 1: 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 Executive Board Member 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 regular grievance form provided by the Local Association, signed by the employee and presented to the Director or his/her designee within three (3) working days of receipt of same by the President or his/her designee. The Director, or his/her designee, shall answer said grievance within five (5) working days of receipt of same.
- Step 3: Failing to resolve the issue in the second step, the Association shall within five (5) working days of the Director or his/her designee's disposition, contact the County Administrator to arrange a meeting between the Association and the County to discuss said grievance. This meeting shall be scheduled at a mutually agreeable time, which time shall not exceed, however, five (5) working days from the time the Association contacts the County unless a longer time is mutually agreed upon.
- Step 4: Failing to resolve the issue in the third step, either party may, within five (5) days, request the services of a mediator, by mutual agreement, through the Conflict Resolution Service. If the parties in this Step are unable to resolve the grievance, the matter may be submitted to arbitration as hereinafter provided for in this Agreement.

Section 6.2 Final and Binding:

- 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.
- B. If the time is not met by either party, then the grievance is considered denied.
- 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 three (3) working days after receipt of such pay period in question.
- D. When an employee is given a disciplinary discharge or suspension or a written reprimand and/or warning which is affixed to his/her personnel record, the Executive Board 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 compensation for personal services that he/she may have received 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 Executive Board Member who must necessarily be present for direct participation in grievance adjustments with management. Such Executive Board Member 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. The parties hereby agree that once an employee has elected to pursue a remedy by State Statute or County Ordinance for alleged conduct which may also be a violation of this Agreement, such employee shall not have simultaneous resort to the grievance procedure and any grievance then being processed shall be deemed withdrawn by the party filing. Any decision rendered shall be binding on both parties and the employee. This shall not include Unfair Labor Practices, or issues before the Michigan Employee Relations Commission.

Section 6.3 Strikes and Walkouts Any employee who violates a State Statute regarding strikes and walkouts shall be subject to disciplinary action, up to and including discharge. The Employer shall not provoke a strike or walkout.

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 Union may submit the matter to Arbitration within forty-five (45) days of the Employer's Step 3 answer, unless extended by mutual agreement of the parties. The Union and the Employer shall, by mutual agreement, select one (1) arbitrator to hear and decide the grievance. Each grievance submitted to Arbitration shall be submitted to one of the following arbitrators, selected on a rotating basis by name in the following order:

1. Barry C. Brown, Harbor Springs
2. Mark Glazer, Bloomfield Hills
3. Mario Chiesa, Dearborn
4. Donald Sugerman, Ann Arbor
5. Kathryn A. Van Dagens, Lansing
6. Susan Survalec, Brighton

In the event the selected Arbitrator is not available, the next Arbitrator on the list will be selected by mutual agreement.

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. Both parties agree to be bound by the award of the Arbitrator.

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. The grievant, or a representative of the grievant, and a board member shall be allowed to attend the

arbitration without loss of pay, except in the case of a class action, when only the board member 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 Time for Arbitrator's Ruling It shall be the obligation of the arbitrator to the Employer and to the Association to make his/her best effort to rule on cases heard by him/her within twenty-one (21) days after the hearing. Priority shall be given to deciding discharge cases and the arbitrator shall make his/her best efforts to decide these cases within fourteen (14) days of the hearing.

Once an employee elects to pursue through State Statute or Local Ordinance, the employee shall not have similar resort to the grievance procedure.

Section 7.3 Appeal There shall be no appeal from an Arbitrator's decision. It shall be final and binding on the Association, on all bargaining unit employees and on the Employer.

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 Executive Board, 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 Executive Board member and the Employer shall designate an area where he/she may do so before he/she is required to leave the property of the Employer. Upon request, the Employer or his/her designated representative may discuss the discharge or suspension with the employee and the Executive Board member.

Section 8.3 Removal of Disciplinary Documents from File An employee who maintains an offense free record for a period of one year shall have documentation of all prior minor offenses separated in the personnel file and not to be used for purpose of disciplinary action under the collective bargaining agreement. It is the employee's responsibility to review their personnel file and notify the Personnel Director of documentation they wish to have placed in the sealed envelope. The Employer reserves the right to utilize the memoranda for other legitimate reasons and in cases of a chronic history or major infraction.

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 three (3) working 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 working force due to the decrease of work or limitation in funds, beyond the control of the Employer. Layoff of employees shall be by job classification seniority, and the following order shall be followed, provided that the employees who remain are capable of performing the work available.
 - 1. Probationary employees
 - 2. Remaining employees within the classification affected.
- B. When employees have the same classification seniority, the employee with the least seniority in the department shall be laid off first.
- C. Notices of recall shall be sent by certified or registered mail, or telegram, to the employee's last known address as shown on the Employer's records and it shall be the obligation of the employee to provide the employer with a current address and telephone number 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 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) days notice, the employer may call upon the laid-off employee(s), either personally or by telephone, until an employee who is able to return to work immediately is located. In such case, the employee able to return to work immediately will be given a temporary assignment not to exceed three (3) days, and 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 three (3) day period.
- E. Employees to be laid off for an indefinite period of time will have at least ten (10) working days notice of layoff. The Executive Board shall receive a list from the Employer of the employees being laid off on the same date the notices are issued to the employees.

Section 9.2 Temporary Reduction In the event of a temporary reduction of the work force which shall not exceed four (4) weeks at any one time, it is agreed that the merits of such layoff be negotiated between the parties.

Section 9.3 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

ability to perform the job, shall be required to take the recall. Failure to take such offered work shall result in loss of classification seniority and discharge.

Section 9.4 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 same conditions as layoff.

ARTICLE X

UNPAID LEAVES OF ABSENCE

Section 10.1 General Considerations. A leave of absence is a written authorized absence from work without pay. 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 shall be granted a leave of absence. This provision covers leave for various reasons including illness, education, parenting, or other personal reasons, subject to all of the provisions of this Agreement.

Authorization or denial for a leave of absence request shall be furnished to the employee by the Employer and it shall be in writing. Leaves requested due to illness must be accompanied by a medical doctor's certificate reasonably acceptable to the Employer that the employee is unable to work and the reason therefore. Any such leave beyond FMLA leave is discretionary with the Employer. Grant or denial of leave will not affect eligibility of other benefits, such as short term disability coverage.

An employee on an approved leave of absence will retain his/her classification seniority , however, the seniority of an employee will not accumulate while the employee is on an approved leave of absence of 30 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 exact date on which the employee is to return to work. Any request to extend the leave beyond the return date designated must be made a reasonable length of time in advance of the end of the leave and may be granted at the Employer's discretion after thorough investigation and upon a finding that extension of time is necessary and just.

If an employee obtains a leave of absence for a reason other than stated at the time the request is made, the employee will be terminated from his/her job. Employees shall not accept employment elsewhere while on leave of absence unless agreed to by the Employer; if not approved, employment while on a leave of absence shall result in discharge.

Failure to return to work on the exact 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.

Time absent on leave shall not be counted as time at work for any purpose except as hereinafter provided to the contrary.

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

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

Section 10.2 Return to Work and Loss of Classification Seniority If an employee returns to work before exhausting FMLA leave, the employee will be returned to their 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 (twenty-four (24) months if on a Workers' Compensation leave) the employee will lose classification seniority.

Section 10.3 Medical Leave Leaves requested due to illness or medical disability (including maternity) must be accompanied by a doctor's certificate that the employee is unable to work and the reason therefore. Employees returning to work must present a doctor's statement indicating the employee's ability to return to the job. Accumulated sick leave may be used for such leave until exhausted.

In the case of maternity, the pregnant employee shall, by the sixth month of pregnancy, provide her supervisor and Personnel with a doctor's statement estimating the delivery date and recommending an exact calendar date for the start of leave. The period of disability for maternity leave shall be assumed to be six weeks from the date of birth unless a doctor's statement indicates otherwise.

Section 10.4 Uniformed Services Leave The leave and re-employment rights of employees who participate in Uniformed Services will be governed by the United States Employment and Re-employment Act, 38, U.S.C. sec 4301 (USERRA) and other applicable law.

Section 10.5 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 two (2) employees at any one time and the number of working days will not exceed seven (7) in any one (1) calendar year.

Section 10.6 Education An employee wishing to further his/her education in his/her chosen profession may be granted educational leave for a maximum of one (1) year without pay. The employee who is granted an educational leave must return to his/her previous classification according to classification seniority. This leave may be extended by mutual agreement.

ARTICLE XI

PAID LEAVES OF ABSENCE

Section 11.1 Jury 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 such 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 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 to the Employer.

Section 11.2 Bereavement Leave When death occurs in an employee's immediate family, i.e., spouse, parent, parent of current spouse, child, brother, sister, grandparents, grandchildren, grandparents of current spouse, the employee, upon request, will be excused from the date of death through the date of the funeral, or to attend the Memorial Service at a later date not to exceed three (3) calendar days. Employees shall receive pay for up to three (3) days of regularly scheduled straight time hours during this period, exclusive of shift and other premiums, provided they attend the funeral. Employees who are absent for more than the three (3) days may choose to charge additional time 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.

Time thus paid will not be counted as hours worked for purposes of overtime.

Section 11.3 Personal Leave Effective December 1, 1988, each regular full time employee shall be granted sixty-four (64) hours of personal leave each year in the first pay period which is paid in December. New employees shall be granted this leave upon completion of six months of service, prorated on the number of months of service. Employees who have not completed six 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 months of employment.

This leave may be used at the employee's discretion for sick or personal reasons. Twenty four hours notice and prior approval by the supervisor is required for general absences, and at least one hour notice prior to the beginning of the shift is required for illness, unless the employee can show in writing why prior notification was impossible. Time must be used in 1/2 hour increments. Claim for payment must be submitted on a form provided by the Employer. 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 sick 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 11.4 Sick Leave Those employees who have a sick bank as of December 1, 1988 shall have said bank frozen. This bank may be used in the following instances:

1. For absences after the sixty-four (64) hours of personal leave have been exhausted.
2. For the first seven 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.

Any balance left upon retirement (under the County's retirement plan or at age 62 or over) or upon death shall be paid at the rate of one half of any unused hours at the prevailing hourly rate of the employee.

ARTICLE XII **SENIORITY**

Section 12.1 Seniority Definition **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 employees who have not been promoted or transferred from within the department shall serve a probationary period of twelve (12) months.
- B) The Union shall represent probationary employees for the purpose of collective bargaining, however, probationary employees may be terminated at any time by the Employer in its sole discretion and neither the employee so terminated nor the Union 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 seven (7) days 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 unless expressly provided otherwise in this Agreement. After an employee has successfully completed their probationary period of employment, they shall be put on the classification seniority list and each seniority shall be as of their last date of hire as a regular employee.

Section 12.2 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 Union an up-to-date list upon on a monthly basis. Challenges to the Classification Seniority List will only be accepted within fourteen (14) days of posting.

Section 12.3 Loss of Seniority 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 in limiting the right to issue discipline for any unjustified absence. Exceptions may be made due to circumstances beyond the control of the employee.
- D) He/she fails to return to work when recalled or at the specified date at the termination of any leave of absence. Exceptions may be made due to circumstances beyond the control of the employee.
- E) The employee is on a layoff, or a leave of any kind, 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 seniority for a total of twelve (12) months. If the employee has more than ten (10) years, they would retain their seniority for twenty-four (24) months.

ARTICLE XIII **LONGEVITY COMPENSATION**

Section 13.1 Longevity Pay 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 13.2 Hired Prior to November 27, 1985 For those 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 13.3 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 XIV

HOURS OF WORK, PREMIUM PAY AND SHIFT PREFERENCE

Section 14.1 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 law enforcement exigencies.

Section 14.2 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 14.3 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 14.4 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 employees within a reasonable period of time and within the classification affected.
- C. An overtime distribution sheet containing Dispatch overtime shall be kept current within the classification affected. Dispatch 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 they are taking the hours on a taped phone line.
- E. When an available overtime sheet is posted, a 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 bid for the available overtime.

Section 14.5 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 forth 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 14.6 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 14.7 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 Union thirty (30) days prior to implementation. Management shall not make more than one such shift adjustment in a six (6) month period.

Section 14.8 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 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 may have such time canceled prior to beginning such leave if deemed necessary by the employer.

ARTICLE XV **HOLIDAY PAY**

Section 15.1 Paid Holidays The following shall be considered as paid holidays for purposes of this Agreement:

New Year's Day	Independence Day	Day After Thanksgiving
Washington's Birthday	Labor Day	Christmas Day
Good Friday	Veterans Day	Employee's Birthday
Memorial Day	Thanksgiving Day	New Year's Eve Day
Floating Holiday		

Section 15.2 Eligibility for Holiday Pay To be eligible for holiday pay, an employee must work their scheduled day before and their scheduled day after a holiday or be on authorized leave. Employees who take leave for illness on the day before or day after the holiday may be required to present a medical doctor's slip in order to receive holiday pay.

Section 15.3 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 15.4 Holidays During Leave Holidays occurring during the vacation period, bereavement leave or sick leave are compensable and shall not be charged against the employee's accumulated time.

Section 15.5 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 15.6 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 15.7 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 15.8 Agreement to Work on Holiday but Does Not Work When an employee agrees to work on one of the hereinbefore designated holidays or the day observed in lieu thereof, if any, and does not work as agreed, he/she shall not receive the pay for such holiday.

Section 15.9 Celebration Date of Holiday Employees assigned to seven (7) day operations will celebrate the actual traditional date of the holiday.

Section 15.10 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.

Section 15.11 Snow Day County snow day procedures will apply to bargaining unit personnel.

ARTICLE XVI **VACATION**

Section 16.1 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 16.2 Accrued and Unused Vacation 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.

Section 16.3 Illness During Vacation If an employee becomes ill and/or is under the care of doctor during his/her vacation, he/she may choose to use accumulated sick leave rather than vacation leave for that period of time. A doctor's statement may be required by the Employer.

Section 16.4 Waiver of Vacation by Employee A vacation may not be waived by a employee and extra pay received for work during that period. If an employee is required by the Employer to reschedule his/her vacation, then the provision of Section 15.2 will not be invoked.

Section 16.5 Vacation by Classification and Shifts Vacation schedules by classification and affected shifts will be worked out as far in advance as possible. After January 1st and prior to March 15th, each employee shall indicate on a six month calendar his/her vacation request for the year 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. Vacation requests shall be scheduled by classification seniority 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. 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. 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 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 day notice before changing this procedure.

Section 16.6 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.

Section 16.7 Vacation Pay Upon Termination Upon termination of employment due to resignation, death, retirement or dismissal, an employee shall be compensated in wages for all unused vacation leave through date of termination that such employee has accrued.

Section 16.8 Employees' Scheduling of Vacation Employees shall be permitted to schedule their vacation in conjunction with their regular pass days.

ARTICLE XVII **INSURANCE AND PENSION**

Section 17.1 Health Insurance The Employer agrees to pay the cost for hospitalization and medical insurance coverage for all regular full time employees, including those on paid leave, and their families for the lesser of the regular health insurance or the HMO under the guideline that the employee does not have substantially the same benefits from other employment. The base plan coverage in effect as of January 1, 2005, including the optical and dental plans in effect as of that date, all will be maintained, as detailed in Appendix B. The base plan provided by the Employer is the HMO. The Employer has the right to change the provider and/or plans, provided that substantially equivalent coverage is maintained. Other plans which may be available also will be shown in Appendix B.

Employees choosing other available plans would be required to pay any additional cost of those plans through payroll deduction. Dependents covered under the County's health insurance plan as of January 1, 1994, shall be covered under a single plan if they are less than full time students but meet all other requirements for family continuation coverage.

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.

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 3101(1) of the Michigan Compiled Laws.

Section 17.2 Retirees Group Health Employees who have retired from the service of the Grand Traverse County shall be entitled to group rates under the hospitalization plan, including the equivalent of the Medicare Rider. Retirement shall be defined as meeting the years and service required to retire under the defined benefit plan identified in Section 16.5 (age 60 with 8 years of service, or age 55 with 25 years of service).

Section 17.3 Workers Compensation Each employee will be covered by the applicable worker's compensation laws and the Employer further agrees that an employee, if eligible for worker's compensation, may choose to receive in addition to their worker's compensation benefits an amount to be paid by the Employer from the employee's accumulated sick or annual leave equal to 20% of their regular gross pay. The Employer's subsidy will terminate upon the exhaustion of the employee's accumulated leave.

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.

Section 17.4 Unemployment Insurance The Employer agrees to provide, through the services of the Michigan Employment Security Commission, unemployment insurance coverage for all

employees under this Agreement.

Section 17.5 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.

Employees already under the MERS Defined Benefit plan as of May 1, 2000, and who did not choose to roll over into the Defined Contribution Plan, shall receive benefits under Plan B4, dropping back to B3 at age 65, eight (8) year vesting, and with the F55/25 Waiver. Employees under the Defined Benefit Plan will have a payroll deduction of .9% of gross wage.

Age 60 with 8 years of service, or age 55 with 25 years of service shall be used for determination of payment of benefits upon retirement.

Section 17.6 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 salary, whichever is greater, said insurance to become effective the first of the month following six (6) months of employment.

Section 17.7 Short Term Disability The Employer agrees to provide Short Term Disability Insurance for all regular full time employees, such insurance to be effective the first of the month following six months of service. This insurance shall provide 66 2/3 per cent of the employees regular weekly wage for up to 26 weeks for absences due to approved injury or illness. The coverage will begin on the eighth calendar day following injury or illness. Paid leave will be used to cover the elimination period before going on unpaid leave.

ARTICLE XVIII

VACANCY AND TEMPORARY TRANSFER

Section 18.1 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 18.2 Temporary Vacancy For the purpose of temporarily filling a vacancy in a position of higher classification, the Employer shall offer such assignment to the senior most qualified employee from the eligibility list within the appropriate division. If there is no current eligibility list for the specific position, the Director or his/her designee shall assign the most qualified employee to the position. 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 days without mutual consent of the parties.

ARTICLE XIX **UNIFORMS**

Section 19.1 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, which the Employer agrees to replace as needed.

ARTICLE XX **GENERAL**

Section 20.1 Joint Health and Safety Committee The parties to this Agreement shall establish a Joint Safety Committee consisting of one (1) representative of the Association and one (1) representative of the Board of Commissioners. All safety ideas and complaints will be handled by the Safety Committee.

Section 20.2 Disputes Involving Safety In any dispute involving safety, M.I.O.S.H.A. will be used and their decision will be final and binding upon the parties. If, however, M.I.O.S.H.A. will not take jurisdiction, the matter is a proper subject for grievance arbitration.

Section 20.3 Records of Service 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 20.4 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 Executive Board Members, 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 20.5 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 performance of their duties and responsibilities; provided that notification is immediately given to the Employer that service of process was made upon the employee.

Section 20.6 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 20.7 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 20.8 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 20.9 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 a Board Member. The Association/Employer will promptly remove from such bulletin board any material which is detrimental to the Association/Employer relationship.

Section 20.10 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 20.11 Bonding Should it be required that any employee be bonded, any premium involved shall be paid by the Employer.

Section 20.12 Court Appearances Employees of the bargaining unit who may be required to appear in court on civil or criminal matters, or before Commissioners as may be related to 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 20.13 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, unless said time exceeds the prescribed time limits contained in Section 14.5.

Section 20.14 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 20.15 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 20.16 Associations 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 20.17 Employer's Right to Establish Rules The Employer reserves the right to establish reasonable rules, regulations, policies and procedures not inconsistent with the provision 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 five (5) days after the establishment or application of such rule, etc., and thereafter considered in accordance with the grievance procedure.

Section 20.18 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 20.19 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 20.20 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. Scope:

This policy will become effective at such time as it becomes applicable to all County non-union employees.

3. 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.

4. 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.

5. 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.

6. 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 (M.R.O.). 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

Metaphetamine	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.

7. "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 union, and must acknowledge that any positive test during the twelve (12) month period covered by the Agreement shall constitute just cause for discharge.

ARTICLE XXI
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 XXII
TERMINATION

This Agreement shall be effective on the first day of January, 2006, and shall remain in full force and effect until the thirty-first day of December, 2008. It shall automatically be renewed from year to year thereafter unless either party notifies the other, in writing, one hundred and twenty (120) 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 providing that the Union files consistent with Act 312 until such time as a Labor Agreement is negotiated and/or established.

FOR THE EMPLOYER:

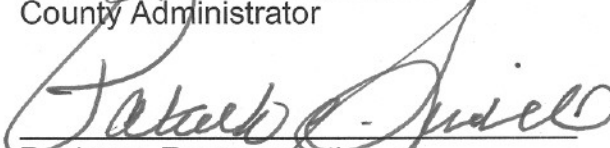

Chairman, Board of Commissioners

7-24-06
Date

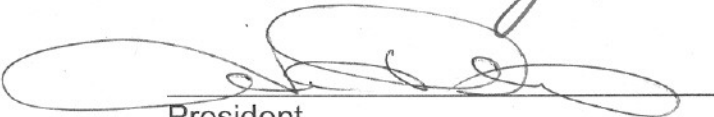

County Administrator

7-25-06
Date

FOR THE UNION:


Business Representative

7-18-06
Date


President

7-17-06
Date

Vice President

Date

(Appendix A) – Wage Scale

COAM DISPATCH SUPERVISORS WAGE SCALE

Effective January 1, 2006

2.75% increase over 2005

H

Train 1	Train 2	1	2	3	4	5	6
15.39	16.48	17.76	18.57	19.40	20.29	21.22	22.18

Effective January 1, 2007

2.25% increase over 2006

H

Train 1	Train 2	1	2	3	4	5	6
15.74	16.85	18.16	18.99	19.84	20.75	21.70	22.68

Effective January 1, 2008

2.25% increase over 2007

H

Train 1	Train 2	1	2	3	4	5	6
16.09	17.23	18.57	19.42	20.29	21.22	22.19	23.19

Appendix B

Summary of Benefits – Priority Health

Summary of Benefits – Delta Dental

Summary Plan Document – Employee Vision Plan

PRIORITY HEALTH
www.priority-health.com
SUMMARY OF BENEFITS HMO 100% HOSPITAL PLAN
Grand Traverse County – Actives Only – MEDPLAN00003
January 1, 2006 through December 31, 2006

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

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

Copayment = Member pays

% Coverage = Priority Health pays

Basic Benefits

Physician's Services	
Primary Care Provider (PCP) Office Visit (services provided by a PCP during an office visit for health maintenance and preventive care, such as a routine physical, or for the diagnosis and treatment of a covered illness or injury)	\$10 Copayment per visit
Specialist Office Visit (referral care provided by a physician other than your PCP with appropriate referral from your PCP and prior approval from Priority Health if necessary)	\$10 Copayment per visit
Routine Pre and Post-natal Care	\$10 Copayment per visit. Maximum Copayment of \$60 per pregnancy.
Allergy Care	100% Coverage for injections and serum. Office visit Copayment may apply for testing.
Outpatient Services Diagnostic Laboratory and X-Ray Chemotherapy Radiation Therapy Hemodialysis	100% Coverage 100% Coverage 100% Coverage 100% Coverage Note: If the above outpatient services are performed and processed in a physician's office, the office visit Copayment applies.
Short-Term Rehabilitative Services (physical, speech, occupational, pulmonary and cardiac therapy)	\$10 Copayment per visit for 60 visits per Contract Year (combined benefit for all therapies listed). Out-of-Pocket Maximum Copayment of \$200 per Contract Year for rehab services.
Hospital Services	
Inpatient Services (semi-private room and intensive care, surgery and all related surgical services, ancillary services while inpatient, professional services) Note: Non-emergency inpatient hospital admissions, other than for normal labor and delivery, must be approved in advance by Priority Health.	100% Coverage
Outpatient Surgery at Hospital or Ambulatory Center (surgery and all related surgical services, professional services)	100% Coverage

SUMMARY OF BENEFITS HMO 100% HOSPITAL PLAN

Hospital Services (continued)	
Certain Surgeries – Professional Fees (bariatric surgery, blepharoplasty of upper eyelids, breast reduction, panniculectomy, surgical treatment of male gynecomastia and procedures to correct obstructive sleep apnea)	50% Coverage for professional fees not to exceed \$1,000 out-of-pocket per surgery, in addition to applicable hospital services Copayment.
Emergency Medical Care (in or out of the service area)	
Hospital Emergency Room	\$35 Copayment per visit (waived if admitted)
Urgent Care Center	\$10 Copayment per visit
Physician's Office	\$10 Copayment per visit
Ambulance (land or air)	\$50 Copayment
Family Planning/Infertility Services	
Vasectomy	100% Coverage when performed in a provider's office or when in connection with other covered inpatient or outpatient surgery.
Tubal Ligation	
Professional Fees	100% Coverage
Outpatient	100% Coverage
Inpatient	100% Coverage only when performed in connection with delivery or other covered inpatient surgery.
Diaphragm	50% Coverage
Infertility counseling and treatment of underlying cause of infertility	50% Coverage. Prescription drugs for infertility treatment covered only with prescription drug rider.
Mental Health/Substance Abuse Services	
Note: All Mental Health and Substance Abuse services must be approved in advance by our Behavioral Health Department 616 464-8500 or 800 673-8043. Treatment may be covered as deemed clinically necessary by our Behavioral Health Department.	
Inpatient Mental Health Services	100% Coverage. Maximum 20 days per Contract Year.
Outpatient Mental Health Services	\$20 Copayment. Maximum 20 visits per Contract Year.
Substance Abuse Services	80% Coverage up to the minimum annual benefit as determined by the State of Michigan per Contract Year.
Miscellaneous	
Durable Medical Equipment	50% Coverage
Prosthetics & Orthotics	50% Coverage
Skilled Nursing, Subacute, Long-Term Acute, Inpatient Rehabilitation and Hospice Facility	100% Coverage. Maximum 120 days per Contract Year (combined benefit for all services).
Home Health Care	Covered in full. For rehabilitative therapy provided in the home, refer to Short-Term Rehabilitative services for Copayment information.
Temporomandibular Joint Syndrome (TMJS)	50% Coverage
Port Wine Stains	50% Coverage
Orthognathic Surgery	50% Coverage

SUMMARY OF BENEFITS HMO 100% HOSPITAL PLAN

Additional Benefits	
Pharmacy Services	
Prescription Drugs	Covered with a \$10 Generic / \$40 Brand Name Copayment per prescription. Excludes contraceptive medications. Infertility drugs covered with a 50% Copayment. (Limitations apply)
Prescription Mail Order	Prescription drugs filled for up to 90 days with a \$10 Generic / \$40 Brand Name Copayment per prescription. (Limitations apply)
Vision Care Exam Every 12 Consecutive Months	One eye exam (including refraction) with participating provider every 12 consecutive months. \$15 Copayment.

Note: Prescription drug coverage is based on the usage of a medication formulary.

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



DeltaPremier
Summary of Dental Plan Benefits
For Group#0001121-0001
GRAND TRAVERSE COUNTY

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

Benefit Year - January 1 through December 31

Covered Services -	Plan Pays	You Pay
Class I Benefits		
Diagnostic and Preventive Services - Used to diagnose and/or prevent dental abnormalities or disease (includes exams, cleanings and fluoride treatments)	100%	0%
Emergency Palliative Treatment - Used to temporarily relieve pain	100%	0%
Radiographs - X-rays	100%	0%
Sealants - Used to prevent decay of pits and fissures of permanent back teeth	100%	0%
Class II Benefits		
Oral Surgery Services - Extractions and dental surgery, including preoperative and postoperative care	75%	25%
Endodontic Services - Used to treat teeth with diseased or damaged nerves (for example, root canals)	75%	25%
Periodontic Services - Used to treat diseases of the gums and supporting structures of the teeth	75%	25%
Relines and Repairs - Relines and repairs to bridges and dentures	75%	25%
Minor Restorative Services - Used to repair teeth damaged by disease or injury (for example, fillings)	75%	25%
Major Restorative Services - Used when teeth can't be restored with another filling material (for example, crowns)	75%	25%
Class III Benefits		
Prosthodontic Services - Used to replace missing natural teeth (for example, bridges and dentures)	75%	25%
Class IV Benefits		
Orthodontic Services (to age 19) - Used to correct malposed teeth and/or facial bones (for example, braces)	50%	50%

Benefits for oral examinations, prophylaxes, fluoride treatment and bitewing X-rays are payable twice per calendar year. Benefits for full mouth X-rays (which include bitewing X-rays) are payable once in any three-year period. Sealants are only payable for the occlusal surface of first and second permanent molars to age 14. The surface must be free from decay and restorations. Sealants are payable once per tooth per lifetime.

If you're planning on traveling outside the United States, you can receive emergency dental treatment through a worldwide dental network of English-speaking dentists. English-speaking customer service is available 24 hours a day, seven days a week, to help you find a dentist. Contact your benefits representative to obtain our international dental emergency brochure before you travel.

Maximum Payment - \$1,000 per person total per benefit year on Class I, Class II and Class III Benefits. Delta Dental's payment for Class IV Benefits will not exceed a lifetime maximum of \$1,000 per eligible person.

Cost Sharing - None.

SUMMARY PLAN DOCUMENT

EMPLOYEE VISION PLAN

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

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

Plan Distribution Date: December 29, 1997

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

Plan Number: 503

Employer Identification Number: 38-6004852

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

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

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

Authorized Signature

Date



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

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

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

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

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

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

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

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

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

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

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

Schedule of Benefits:

Waiting Period:

First day following 30 days of service.

Frequency:

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

Glasses:

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

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

Single focal \$43

Bifocals \$60 plastic or \$70 glass

Trifocals \$90 plastic or \$100 glass

Contact lenses:

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

Exceptions: The Plan does not cover:

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

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

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

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

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

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

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

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

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

Rights of Employees (ERISA)

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

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

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

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

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

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