

ROUTING SHEET

DATE SENT TO COUNTY CLERK FOR FILING 10-4-10

CONTRACT BEGIN DATE: 1-1-11

CONTRACT END DATE: 12-31-13

VENDOR NAME: Teamsters Command (Lieutenants + Captains unit)

INDEX: Labor Contract

RESOLUTION # 195-2010
(If unknown, enter date County Board approved the contract 9-29-10)

APPROVED BY MOTION? _____, IF YES, WHEN _____

FUND/DEPT/LINE ITEM: _____

ORIGINATOR: _____

TERMS

FREQUENCY: _____ PAYMENT AMT _____

ANNUAL AMT: _____

NOTES: _____

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

AGREEMENT
BETWEEN
THE BOARD OF COMMISSIONERS AND THE SHERIFF
OF
GRAND TRAVERSE COUNTY
AND
TEAMSTERS LOCAL 214
LIEUTENANTS AND CAPTAINS UNIT

For January 1, 2011 through December 31, 2013

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AGREEMENT

This Agreement entered into this date between the Board of Commissioners and the Sheriff for the County of Grand Traverse, a municipal body corporate of the State of Michigan, hereinafter referred to as the "Employer" and the Teamsters State, County & Municipal Workers Local 214, hereinafter referred to as the "Union" expresses all mutually agreed covenants between the parties heretofore.

PREAMBLE

This Agreement entered into by the Board of Commissioners and the Sheriff for the County of Grand Traverse, hereinafter referred to as the Employer, and Teamsters State, County & Municipal Workers Local 214, hereinafter referred to as the Union, has as its purpose the promotion of harmonious relations between the Employer and the Union, the establishment of rates of pay, hours of work and other specified conditions of that employment.

The parties 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 Union affiliation.

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

It is the general purpose of this Agreement to promote the mutual 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 the Union 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 FULL TIME LIEUTENANTS, CAPTAINS AND ABOVE OF THE GRAND TRAVERSE COUNTY SHERIFF'S DEPARTMENT, BUT EXCLUDING THE SHERIFF AND UNDERSHERIFF.

ARTICLE II
MANAGEMENT RIGHTS

Section 2.1 Employer's Right to Manage its Affairs 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 as they may relate to the Office of the Sheriff, subject only to clear and express restrictions governing the exercise of these rights as are expressly provided for in this Agreement.

ARTICLE III
UNION SECURITY

Section 3.1 Agency Shop As a condition of continued employment, all employees included in the Collective Bargaining Units set forth in Section 1.0, thirty-one (31) calendar days after the start of this employment with the County shall either become members of the Union and pay to the Union the dues uniformly required of all Union members, or pay to the Union a service fee equal to the cost of negotiating and administering of this agreement, which shall not exceed the amount of the Union dues.

Section 3.2 Union Membership Membership in the Union is not compulsory and is a matter separate, distinct and apart from an employee's obligation to share equally the cost of administering and negotiating this Agreement. All employees have the right to join, not join, maintain or drop their membership in the Union as they see fit. The Union recognizes, however, that it is required under this Agreement to represent all employees included within the various Collective Bargaining Units without regard to whether or not the employee is a member of the Union.

Section 3.3 Checkoff

- a) During the life of this Agreement, the Employer agrees to deduct Union membership dues and initiation fees or the service fee from the pay of each employee who executes and files with the Employer a proper checkoff authorization form which shall be used exclusively and shall be supplied by the Union.
- b) A properly executed copy of the written check-off authorization form for each employee for whom dues, initiation or service fees are to be deducted hereunder shall be delivered to the Employer before any payroll deductions are made. Any written authorization which lacks the employee's signature will be returned to the Union by the Employer.
- c) Deductions for dues, 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 and/or initiation fees. 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 Union not later than the fifteenth (15th) day of each month.
- d) In cases where a deduction is made which duplicates a payment already made to the Union by an employee, or where a deduction is not in conformity with the provisions of the Union Constitution and By-Laws, refunds to the employee will be made by the Union.
- e) The Union shall notify the Employer in writing of the proper amount of dues, and any subsequent changes in such amounts.
- f) If a dispute arises as to whether or not an employee has properly executed or properly revoked a written checkoff authorization form, no further deductions shall be made until the matter is resolved.
- g) The Employer shall not be liable to the Union 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 Union agrees to hold the Employer harmless for any and all claims arising out of its agreement to deduct dues or fees.

ARTICLE IV **REPRESENTATION**

Section 4.1 Steward The Employer agrees to recognize one (1) Steward and one (1) Alternate Steward with one (1) or more years of service, selected by the employees. The

duties of the Steward shall be limited to the administration of this Agreement, including the investigation and presentation of grievances as established in the grievance procedure.

Section 4.2 Representation at Bargaining The Union in contract negotiations may be represented by two (2) employees from the bargaining unit. Those employees who participate in negotiations shall not suffer a loss in pay for time spent meeting and conferring with the Employer during negotiations.

Section 4.3 Notification to Employer The Union will furnish the Employer with the name of its authorized Steward and Alternate and such changes as may occur from time to time in such personnel so that the Employer may at all times be advised as to the identity of the individual representatives of the Union, 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, Steward and any outside parties mutually agreed upon. Arrangements for such conferences shall be made in advance and shall be limited to the agenda presented when such arrangements are made. It is expressly understood that these special conferences shall not be for the purpose of conducting collective bargaining, 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.

Any employee having a complaint shall first take up the matter with his/her immediate supervisor.

Step 1: All grievances must be filed within five (5) working days after occurrence of the circumstances giving rise to the grievance or five (5) working 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 2: Failing to resolve the issue in the first step, the Steward shall within five (5) working days of receipt of the supervisor's disposition, take up the matter with the Sheriff or his/her designated representative. The Sheriff or his/her designated representative shall within five (5) working days of receipt of the grievance, record his/her disposition on all copies of the grievance form and return two (2) copies to the Steward. If the matter is not satisfactorily settled or adjusted in this stage, the Steward shall then forward the matter to the Union who shall then process the grievance to the next step.

Step 3: Failing to resolve the issue in the second step the Union shall within five (5) working days of the Sheriff's disposition contact the Human Resources Director or his/her designee to arrange a meeting between the Union 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 Union contacts the County unless a longer time is mutually agreed upon. If the parties in this step are unable to resolve the grievance, the matter may be submitted to arbitration within sixty (60) calendar days 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 process as contained in this Agreement shall be final and binding on the Employer, the Union and any and all unit employees involved in the particular grievance.
- b) Grievances shall be processed from one step to the next within the time limit prescribed in each of the steps unless a time limit is mutually extended. If the time is not met by either party, then the grievance is settled in favor of the non-defaulting party.
- 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.
- 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 Steward and employee will be promptly notified in writing of the action taken. Such disciplinary action shall be deemed final and automatically closed unless a written grievance is filed within five (5) working days from the time of presentation of the notice to the Steward. Grievances regarding discharge may, with the consent of the parties, be commenced at any stage of the grievance procedure or may, with the consent of the parties, be advanced and processed out of order.
- 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 that he/she may have received, from any source during the period in question.

- f) The County will grant a necessary and reasonable amount of time off during straight time working hours to the Steward who must necessarily be present for direct participation in grievance adjustments with management. Such Steward shall first receive permission from his/her immediate supervisor to leave his/her work station 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 shall be subject to disciplinary action.
- g) Saturdays, Sundays and holidays shall not be counted under the time procedures established in the grievance procedure.

Section 6.3 Election of Remedies When remedies are available for any complaint and/or grievance of an employee through any administrative or statutory scheme or procedure, such as, but not limited to, court proceedings, a veteran's preference hearing, civil rights hearing, or Department of Labor hearing, in addition to the Grievance Procedure provided under this contract, and the employee elects to utilize the statutory or administrative remedy, the Union and the affected employee shall not process the complaint through any Grievance Procedure provided for in this contract. If an employee elects to use the Grievance Procedure provided for in this contract and, subsequently, elects to utilize the statutory or administrative remedies, then the grievance shall be deemed to have been withdrawn and the Grievance Procedure provided for hereunder shall not be applicable and any relief granted shall be forfeited.

Section 6.4 Strikes and Walkouts It is the intent of the parties to this Agreement that any grievance procedure herein shall serve as a means for the peaceable settlement of all disputes that may arise between them concerning the terms of this Agreement. Recognizing this fact, the Union agrees that during the life of this Agreement, neither the Union, its agents, nor its members will authorize, instigate, aid or engage in work stoppage, slow-down or strike against the Employer. The Employer agrees that during the same period there will be no lockout. Any individual employee or group of employees who violates or disregards the prohibition of this section may be summarily discharged by the Employer without liability on the part of the County Board of Commissioners or Sheriff or Union.

ARTICLE VII **ARBITRATION**

Section 7.1 Arbitration If the grievance is not settled in the last step above, the Union representative may submit such grievance to arbitration. This submission is to be made within sixty (60) calendar days after receipt of the last step answer. Each grievance submitted to arbitration shall be submitted to the Federal Mediation Conciliation Service in

accordance with its voluntary rules and regulations within the time specified above and such rules shall govern the arbitration hearing.

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 and that the costs of any arbitration proceeding under this provision shall be borne equally between the parties but the fees and wages of representatives other than bargaining unit employees, shall be borne by the party incurring them. If either party cancels the Arbitration, that party shall be responsible for the full amount of any required fees relating to such cancellation.

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

ARTICLE VIII **DISCIPLINE AND DISCHARGE**

Section 8.1 Just Cause The Employer shall not discharge or lay off for disciplinary reasons 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 Union 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 Union, citing specific charges against such employee.

Section 8.2 Opportunity to Review Discharge The discharged or suspended employee will be permitted to review his/her discharge or suspension with his/her Steward on or outside the Employers premises upon such discharge or suspension. Upon request, the Employer or his/her designated representative may discuss the discharge or suspension with the employee and the Steward.

Section 8.3 Record of Minor Offenses An employee who maintains an offense free record for a period of one (1) year, upon written request to the Sheriff, shall have all prior minor offenses removed from his/her record for purposes of subsequent disciplinary action.

Section 8.4 Criminal Charge An employee in this unit will not be suspended without pay during a criminal investigation without due process or unless there has been a warrant issued.

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

Section 8.6 Initial Step for Discharge or Disciplinary Suspension 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 five (5) working days from the date the discipline was imposed on the grieving employee.

Section 8.7 Arbitration for Discharge or Suspension In the case of discharge or disciplinary suspension without pay, the employee will be given the right to expedited arbitration.

ARTICLE IX **SENIORITY**

Section 9.1 Seniority Definition 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. Employees who are employed on the same date shall be placed on the seniority list in alphabetical order of surnames.

- a) All new full time employees shall serve a probationary period of one (1) year, uninterrupted by any type of service break. If an employee is absent from work due to illness or other reasons for a period of seven (7) regularly scheduled working days or longer, such period of his/her absence shall be added to the probationary period.
- b) The Union shall represent probationary employees for the purpose of collective bargaining, however, probationary employees may be demoted at any time by the Employer in its sole discretion and neither the employee so demoted nor the Union shall have recourse to the grievance procedure over such demotion.
- c) During the probationary period an employee shall be eligible for employee benefits consistent with plan documents and County policies, unless expressly provided otherwise in this Agreement. After an employee has successfully completed his/her probationary period of employment, he/she shall become a regular full-time employee. His/her seniority shall start as hereinbefore provided.

Section 9.2 Seniority List The seniority list on the date of this Agreement shall show the names and classifications of all employees in the bargaining unit. The Employer will keep the seniority list up to date from time to time and will furnish the Union an up-to-date list upon request. Any employee who believes that his/her employment date or relative

position on the list is incorrect, shall report so to Human Resources in writing within thirty (30) calendar days of the dated posting, or such list shall stand approved as posted.

Section 9.3 Loss of Seniority An employee's seniority with the Employer shall terminate for the following reasons:

- a) He/she resigns. (When an employee expects to terminate employment with the County, the Sheriff shall be notified in writing by the employee at least two (2) weeks prior to his/her proposed termination date. The Sheriff shall not terminate such employment except for other cause prior to the end of the two (2) week period.)
- b) He/she retires.
- c) He/she is discharged or terminated and the action is not reversed through the grievance procedure.
- d) He/she is absent for three (3) working days without properly notifying the Employer and supplying a satisfactory reason for such absence. This Section is not to be construed as limiting the Sheriff's right to issue discipline for any unjustified absence.
- e) He/she fails to return to work when recalled or at the specified date at the termination of any leave of absence, unless otherwise excused.
- f) He/she is convicted of, or pleads guilty or no contest to, a felony.
- g) The employee is on a layoff for more than twelve (12) months or, in the case of Workers' Compensation leave, thirty-six (36) months, or the length of the employee's seniority, whichever is less.

ARTICLE X **LAYOFF AND RECALL**

Section 10.1 Layoff

- a) The word "layoff" means a reduction in the work force due to the decrease of work or limitation in funds. Layoff of employees shall be by job classification seniority, and the following order shall be followed, provided that the employees who remain are qualified and capable of performing the work available.

- 1. Probationary employees;

2. Remaining seniority employees within the classification affected shall then be laid off, in the order of their seniority.
- b) When employees have the same classification seniority, the employee with the least seniority in the department shall be laid off first.
 - c) Demotion in Lieu of Layoff. An employee subject to layoff who so requests shall, in lieu of layoff, be demoted by seniority to a lower position in the department, provided, however, that he/she is qualified and able to perform the required duties of that classification. Demotion shall be through classifications in which the employee previously held regular status. Employees who change classification in lieu of layoff shall be paid the salary in accordance with the schedule for that classification.
 - d) Employees to be laid off for an indefinite period of time will have at least (10) working days notice or layoff. The Steward 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 10.2 Requirement for taking Recall A laid off seniority employee, if recalled to a job identical in rate to the job from which he/she was laid off, shall be required to take the recall. Failure to take such offered work shall result in loss of seniority and discharge.

Section 10.3 Recall

- a) The order of recalling of laid off employees shall be in the inverse order in which the employees are laid off and shall be subject to the requirement that the employee is qualified and capable of performing the work required.
- b) Notices of recall shall be sent by certified or registered mail to the employee's last known address as shown on the Employer's records and it shall be the obligation of the employee to provide the Employer with a current address and telephone number or additional information to guarantee receipt of notice of recall. A recalled employee shall give notice of his/her intent to return to work within three (3) consecutive calendar days of receipt of notice and shall then return within fourteen (14) calendar days of such notice of recall or his/her employment shall be terminated, unless an extension is granted by the Employer.
- c) In the event a recall is necessary on less than three (3) days notice, the Employer may call upon the laid off employee(s) until an employee who is able to return to work immediately is located. In such case, the employee who is able to return to work immediately will be given a temporary assignment not to exceed fourteen (14) 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 fourteen (14) day period.

Section 10.4 Seniority if Promoted Outside Unit An employee in a classification subject to the jurisdiction of the Union, who had been in the past or will in the future be promoted to outside the bargaining unit, and is thereafter transferred or demoted to a classification subject to the jurisdiction of the Union shall not accumulate seniority while working in a supervisory position beyond twelve (12) months from date of promotion. The employee who is so transferred or demoted shall commence work in a job generally similar to the one he/she held at the time of his/her promotion, and he/she shall maintain the seniority rank he/she had at the time of his/her promotion plus up to twelve (12) additional months seniority as set forth above.

ARTICLE XI **LEAVES OF ABSENCE**

Section 11.1 General Provisions A leave of absence is a written authorized absence from work without pay unless otherwise noted in this article. A leave shall be granted, denied, or extended by the Employer upon written request for such leave from a bargaining unit employee who shall state the reason for such leave upon his/her application. 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.

Authorization or denial for a leave of absence request shall be furnished to the employee by the Employer and it shall be in writing.

An employee on an approved leave of absence will accumulate seniority, however, the seniority of an employee will not accumulate while the employee is on an approved leave of absence of one (1) month or more.

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 him/her before going on unpaid leave.

- a) Leaves requested due to illness must be accompanied by a medical doctor's certificate that the employee is unable to work and the reason therefore.
- b) In no event shall the duration of any leave exceed twelve (12) calendar months unless extended by the employer.
- c) All leave requests shall state the exact date on which the leave begins and the

projected date on which the employee is to return to work. Further extension beyond the return date designated may be granted after thorough investigation and upon a finding by the Employer that extension of time is necessary and just.

- d) 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. Acceptance of employment or working for another employer, if not approved, while on a leave of absence shall result in immediate discharge.
- e) Failure to return to work on the exact date scheduled shall be cause for termination.
- f) No employee shall return to work prior to the expiration of his/her leave unless otherwise agreed to by the Employer.

Section 11.2 Military Leave Military leave shall be granted in accordance with applicable State and Federal laws.

- a) Whenever employees who are members of the National Guard, Naval Reserve, Army Reserve, Marine Reserve, Coast Guard Reserve, or Air Corps Reserve are called to reserve duty, they shall be entitled to a leave of absence in addition to their annual vacation leave from their respective duties without loss of pay during which time they are engaged in reserve duty for defense training. Such leave time shall not exceed two (2) calendar weeks. Employees called to reserve duty shall be paid the difference between any Reserve pay received and their regular wages for the time spent on active duty.
- b) Employees who are called for a physical for the Armed Services are to be granted pay for the day of the physical.

Section 11.3 Pay for Jury or Witness Duty Employees shall be granted leave of absence with pay when they are required to report for jury duty or as a witness subpoenaed to appear in a local, State or Federal Court or when required either by the Employer or any other public agency to appear before a court or such agency on matters related to the lawful performance of their duties in their work and in which they are personally involved as a result of the performance of their duties. Seniority will continue to accrue to the employee while on jury duty. Employees will be paid for the full day after endorsing the jury or witness check to the Employer.

Section 11.4 Union Leave Leaves of absence without pay may be granted, under normal conditions, to an employee elected by the Union to attend educational classes or conventions conducted by the Union. The number will not exceed one (1) employee at any one time and the number of working days will not exceed six (6) in any one (1) calendar year.

Section 11.5 Educational Leave An employee wishing to further his/her career with the County may be granted educational leave for a maximum of one (1) year without pay. The employee who is granted an educational leave must return to his/her previous classification according to seniority. This leave may be extended by mutual agreement.

Section 11.6 Bereavement Leave/Pay

- a) When death occurs in an employee's immediate family, i.e., spouse, parent, parent of current spouse, child, brother, sister, grandparents, the employee, on request, will be excused for any of the first three (3) normally scheduled working days immediately following the date of death, provided he/she attends the funeral. An employee may request additional time off which may be granted if circumstances substantiate the need for additional time as determined by the Sheriff. Such time would be without pay or, at the option of the employee, may be charged against their sick, vacation, or personal leave banks.
- b) An employee excused from work under this Section shall receive their base wage on such scheduled days of work for which he/she was excused.

ARTICLE XII
PROMOTIONS

Section 12.1 General Provisions The employer will make promotions within the department available to its employees who possess the qualification necessary for the job under consideration. In the event no existing employees are found to be qualified, the position may be offered to those outside the department. The term "promotion" shall apply only to the classification of Captain.

- a) Applicants must possess the ability and qualifications as described in the vacancy posting (job description).
- b) All promotions shall be on a competitive basis. The required examination for Captain shall consist of:
 - 50% Oral board evaluation
 - 50% Internal evaluation
- c) The employer will not be obligated to consider a request for promotion unless said request is submitted during the 10 calendar day posting period. Employees absent during the 10 calendar day period must give notice of their intent upon return to work.
- d) To be considered for such promotions in the Road Patrol division, an employee must have at least 10 years of Michigan certified police experience, at least 5 years of Michigan certified supervisory experience. To be considered for such promotions in the Corrections division, an employee must have at least 10 years of Michigan

certified police and/or corrections experience, at least 5 years of Michigan certified police and/or corrections supervisory experience. For all promotions said employee must successfully pass a drug test and may not be on any probationary status within the department.

- e) The Sheriff of Grand Traverse County reserves the right to make a final determination for the selection of a Captain. In making this determination, the Sheriff shall be restricted to selecting from the top three candidates as identified by the oral board.
- f) All positions described as "promotional" positions must be filled within 120 calendar days after a vacancy has been declared by the Sheriff. This requirement may be waived as the result of mutual agreement between the parties.
- g) Any current bargaining unit employee who is promoted to a new position within the bargaining unit will serve an orientation period of twelve (12) months in the new position. The Union shall represent such employees for the purpose of collective bargaining, however, such employees may be demoted at any time by the Employer in its sole discretion and neither the employee so demoted nor the Union shall have recourse to the grievance procedure over such demotion. Employees who are demoted for disciplinary reasons may be required to serve a six (6) month probationary period in the unit. If an employee is absent from work due to illness or other reasons for a period of seven (7) regularly scheduled work days or longer, such period of his/her absence shall be added to the orientation period.
- h) An Employee who is promoted to a higher classification within the bargaining unit shall be permitted to voluntarily return back to his/her previous classification at any time based on his/her classification seniority. In either event, employees shall not lose seniority for previous time in grade, plus orientation period in the new position.
- i) Members of the bargaining unit who are appointed to the position of the Undersheriff shall be permitted to return back to the bargaining unit at any time during his/her term of office.

ARTICLE XIII **LONGEVITY COMPENSATION**

Section 13.1 Longevity Provisions All regular employees promoted into the bargaining unit with an existing longevity plan, or hired into the bargaining unit prior to November 30, 2005, shall receive a longevity bonus payable as a separate check on the first pay date in December in accordance with the following schedule:

- a) Grandfathered Plan A

- 1) This plan is available only to employees employed full time on or before December 31, 1986.
 - 2) After completion of ten (10) years of seniority, a bonus of 5% of base pay, excluding overtime, shift differential, etc., if applicable, shall be paid for that year or portion of the year. At the completion of ten years (service date) which is less than twelve (12) months in that calendar year, the 5% longevity bonus is prorated over the balance of the calendar year.
 - 3) After completion of fifteen (15) years of seniority (service date), a longevity bonus of 10% of base pay shall be paid and prorated, if applicable, as in A.2 above.
 - 4) The longevity bonus amount may change as the percentage applicable is calculated on the new base rate for the calendar year.
- b) Grandfathered Plan B
- 1) All full time employees hired between January 1, 1987 and November 30, 2005 are automatically assigned to this plan.
 - 2) After completion of five (5) years of seniority (service date), the employee shall receive a \$50 longevity bonus, prorated over the remainder of the calendar year in which the completion of the five (5) years seniority (service date) occurs.
 - 3) In December of the sixth and succeeding years thereafter, \$50 annually will be added to the longevity pay bonus with no maximum limit.
- For example: After 5 years: \$50
After 6 years: \$100
- c) General conditions applicable to both plans.
- 1) Bonuses will be paid by separate check, lump sum, on the first pay date in December and subject to applicable taxes.
 - 2) 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.
 - 3) Election by an employee of Plan A or Plan B, where applicable, is irrevocable.
 - 4) Leaves of absence for periods in excess of thirty (30) calendar days shall be

deducted from an employee's seniority (service date) for purposes of determining longevity bonus.

ARTICLE XIV
HOURS OF WORK, PREMIUM PAY AND SHIFT PREFERENCE

Section 14.1 Schedule Recognizing that employees in this bargaining unit are exempt under the Fair Labor Standards Act and salaried employees under the Employer's compensation plan, deviations from the regular eight (8) hour day/forty (40) hour week may occasionally occur. No such deviation shall be considered a violation of this contract. However, general practice of eight (8) hour days and 40 hour weeks are still understood to be the normal schedule.

Section 14.2 Managerial Employees of this Collective Bargaining Unit are considered managerial and will be compensated on the basis of an annual salary. There should be no overtime provision addressed in any Article or Section of this Agreement.

Section 14.3 Bargaining Unit Work

- a) No employee outside the Bargaining Unit will be assigned work which is normally recognized as Bargaining Unit work, except in the case of emergencies.
- b) The Employer will not assign Auxiliary Personnel where it replaces a regular employee, during the layoff of a regular employee.

ARTICLE XV
HOLIDAY PAY

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

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

Section 15.2 Holidays during Vacation 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 15.3 Holidays falling on Weekend In the event of one of the holidays falling on a Sunday, the following day, Monday, will be the recognized holiday for eligible employees;

if the holiday falls on a Saturday, the preceding Friday will be recognized as a holiday. However, employees assigned to seven (7) day operations will celebrate the actual date of the holiday.

Section 15.4 Floating Holiday One floating holiday shall be credited to the employee as of January 1st of each calendar year. Employees who are hired on or after October 1st shall not be granted the floating holiday. Such holidays shall not accrue from year to year or be paid out for any reason.

ARTICLE XVI
VACATION

Section 16.1 Vacation Eligibility and Schedule Employees working under this Agreement shall receive paid vacations in accordance with the following schedule provided they are eligible.

An employee's vacation eligibility year shall be defined as the twelve (12) month period immediately preceding the employee's anniversary date of hiring and in yearly periods thereafter. Such shall be accrued on a bi-weekly basis in accordance with the below schedule.

VACATION 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 Carryover Accrued and unused vacation days shall be carried forward to the next subsequent vacation eligibility year with a maximum limitation on carry-over of one hundred sixty (160) hours.

Section 16.3 Vacation Pay Rate Vacation pay will be paid at the current rate 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 plans.

Section 16.4 Sick While on Vacation If any employee becomes ill and/or under the care of a duly licensed physician or recognized practitioner during his/her vacation and the employee utilized accumulated sick leave credits for the period of illness, his/her vacation

for the number of days so utilized may be rescheduled. Evidence of illness may be required by the Employer.

Section 16.5 Court Appearances while on Vacation No employee will be required to return for Court appearances while on vacation leave.

Section 16.6 Pay for Waiving Vacation A vacation may not be waived by an 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 maximum carry-over provision of Section 16.2 will not be invoked, provided the employee utilizes the excess hours within three hundred sixty-five (365) calendar days.

Section 16.7 Scheduling Vacations Vacation schedules by classification will be worked out as far in advance as possible. To accomplish this and to consider the wishes of classification seniority employees, after January 1, each employee shall indicate on a yearly calendar his/her vacation request no later than April 1. After April 1, all employees who have failed to select their vacation time will be notified of approval of vacation periods within a reasonable time after April 1 of the applicable year. Any requested change in vacation schedules after notification will require at least thirty (30) calendar days notice. Exceptions may be made for unusual circumstances.

Section 16.8 Payout upon Termination Upon termination of employment due to resignation, death, retirement or dismissal, an employee, employee's spouse, designated beneficiary or employee's estate, shall be compensated in wages for all unused vacation leave through date of termination that such employee accrued.

Section 16.9 Scheduling with Regular Pass Days Employees shall be permitted to schedule their vacations in conjunction with their regular pass days.

ARTICLE XVII **LEAVE FOR PERSONAL REASONS OR SICKNESS**

Section 17.1 Personal Leave Regular full time employees shall be granted 72 hours of personal leave each year at the beginning of the first pay period that covers the first pay date in December. New employees shall be granted this leave upon completion of six (6) months of continuous service, pro-rated on the number of months of service within the benefit year. Employees who have not completed six months of continuous employment as of December 1st shall not receive leave for the prior year, however shall receive the full 72 hours for the next year 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 their normal reporting time 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.

If any employee has been off work due to sickness or accident for three (3) consecutive days, regardless of the leave bank utilized for pay for such days, or if the sick day is the day before or the day after an employee's assigned "days off" in his/her work schedule, his/her vacation period, or one of the holidays observed by the Employer, a statement from a physician may be required by the employer.

Any balance remaining following the last full pay period in November shall be paid at the employee's prevailing rate of pay on the first pay check in December.

Section 17.2 Sick Banks Eligibility Employees entering the bargaining unit and who have a sick bank from other County employment, shall have their sick banks frozen. Frozen sick banks may be used in the following instances:

1. For absences due to their own illness, or for up to 2 days illness for an immediate family member, after the personal hours have been exhausted.
2. For regularly scheduled hours during the first seven calendar days when an employee qualifies for the Short Term Disability Insurance coverage.
3. When an employee qualifies for the Short Term Disability Insurance coverage, but chooses to use their frozen sick bank first.

Any balance left upon retirement (as defined in Section 19.2 or eligible for drawing social security) or upon death shall be paid at the rate of one half of any unused hours at the prevailing hourly rate of the employee, up to a maximum payout of four hundred and eighty (480) hours.

Probationary employees are ineligible for sick leave pay.

Section 17.3 Conversion to Vacation Employees may convert accumulated sick days in excess of one-hundred twenty (120) days on the basis of two (2) sick days for one (1) vacation day by notifying Human Resources in writing with a copy to the Sheriff.

ARTICLE XVIII **WORKERS' COMPENSATION**

Section 18.1 Coverage In the event an employee sustains an occupational injury, the employee will be covered by applicable Workers' Compensation Laws.

Section 18.2 Supplemental Pay The Employer further agrees that an employee, if eligible for workers' compensation, will receive, in addition to their workers' compensation, the difference in their net pay for period of time up to thirty-six (36) months.

Section 18.3 Medical Release The Employee may be required to obtain a medical release to return to work from all treating physicians. If he/she cannot, he/she will be given an additional thirty-six (36) months under this Provision.

Section 18.4 Medical Discharge If the employee is unable to return to work, a conference will be held to determine whether or not the employee should be given a medical discharge. If it is determined that said employee shall be placed on Medical Retirement, the Employer, if the employee is in the MERS defined benefit program, will request according to MERS rules a duty disability retirement. For all employees determined to be eligible for medical retirement, the Employer shall also be responsible for maintaining all levels and forms of life and medical insurance.

ARTICLE XIX **INSURANCE AND RETIREMENT**

Section 19.1 Life and AD&D The Employer agrees to pay the full premium for term Life Insurance and Accidental Death and Dismemberment Insurance after six (6) months of service for regular full time employees in the amount of \$45,000 or one times annual salary, whichever is greater. Said insurance to become effective the first of the month following six (6) consecutive months of employment as a regular employee in accordance with the plan documents.

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

Section 19.2 Retirement All regular full time employees working at least fifty percent (50%) of the normal departmental work week, shall be covered under the Municipal Employees Retirement System. The Employer shall contribute 6% of wages under the MERS 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 vested 25% after 3 years of service, 50% after 4 years, 75% after 5 years, and be fully vested after 6 years of service. Eligibility for Defined Contribution benefits is made in accordance with MERS plan documents and IRS regulations.

Employees grandfathered under the MERS Defined Benefit Plan shall receive benefits calculated under the defined benefit plan with a 2.8% multiplier, the 25/out rider, ten (10) year vesting, E2 and FAC-3 riders of the Municipal Employees Retirement System. This retirement plan is fully funded by the Employer.

Age 60 with ten (10) years of service, or twenty-five (25) years of service shall be used for determination of age of retirement for payment of benefits under retirement.

Section 19.3 Health Insurance The Employer agrees to provide health coverage for regular full time employees and their families as detailed in Appendix B. The HMO (Health Maintenance Organization) plan, as detailed in Appendix B, will remain as the County's base plan. If the employee chooses any optional plan, the increased premium cost associated with that plan will be the responsibility of the employee. Coverage becomes effective the first of the month following thirty (30) calendar days of employment.

Eligibility and benefit provisions are provided subject to plan documents.

Effective January 1, 2012, all employees covered under the health insurance will participate in a premium cost share as outlined below:

Effective January 1, 2012

- **6% premium cost share** (of the HMO base plan) if the employee participates in the County's Health Initiative.
- **8% premium cost share** (of the HMO base plan) if the employee does **not** participate in the County's Health Initiative

Effective January 1, 2013

- **6% premium cost share** (of the HMO base plan) if the employee participates in the County's Health Initiative
- **8% premium cost share** (of the HMO base plan) if the employee does **not** participate in the County's Health Initiative

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

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

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

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

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

The benefits provided under the Grand Traverse County Health Program shall be secondary to any personal protection or personal injury benefits carried by an employee through an insurer under a motor vehicle policy described in Section 500.3101 of the Michigan Compiled Laws.

Employees who retire (as defined by Section 19.2) may enroll in the Employer's retiree group health, vision, and/or dental plans by notifying the Employer upon retirement of their wish to do so. Retirees must reimburse the Employer 50% of the monthly premium for Pre-age 65 group health insurance. Employees who have retired (as defined in Section 19.2) from the service of Grand Traverse County and who choose the health coverage, after reaching age 65, shall have their premium fully paid by the Employer.

Section 19.4 Optical and Dental Insurance The County will provide to regular employees optical and dental insurance coverage substantially equivalent to the Dental and Vision Plans as detailed in Appendix C and D. Part-time employees will pay a pro-rated share of the premium based on their regular FTE through payroll deduction.

Eligibility and benefit provisions are provided subject to plan documents.

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

Section 19.5 EAP The Employer will provide an Employee Assistance Program for the members of the Bargaining Unit.

Section 19.6 Short Term Disability Insurance Employees who enter the bargaining unit on or after January 1, 1995, shall be eligible for the County's Short Term Disability Insurance coverage, such insurance to be effective the first of the month following six months of service. This insurance shall provide 66 2/3 percent of the employee's regular weekly wage for up to 26 weeks for absences due to approved injury or illness. The coverage will begin on the eighth day following injury or illness.

ARTICLE XX **CLOTHING ALLOWANCE**

Section 20.1 Allowance Employees covered by this Collective Bargaining Agreement shall receive an annual clothing allowance in the amount of \$750.00. This allowance shall be paid on the first pay date after January 1st of each year.

Section 20.2 Dry Cleaning Dry cleaning service will be provided as arranged by the County for those employees of this Bargaining Unit who may utilize the issued uniform of the department. This dry cleaning provision does not apply to any article of personal clothing.

ARTICLE XXI **GENERAL**

Section 21.1 Union Visits to Workplace Authorized representatives of the Union shall be permitted to visit the operation of the Employer during working hours to talk with the Stewards of the Local Union, and/or representatives of the Employer concerning matters covered by this Agreement without interfering with the progress of the work force. The Union will arrange with the Employer for time and place prior to the occurrence of such visits.

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

Section 21.2 Training Schools 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 round trip if the class is held outside of Grand Traverse County and if transportation is not otherwise available.

Section 21.3 Mileage 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 established uniformly by the County Board of Commissioners.

Section 21.4 Defective Equipment 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. Command officers are responsible for making sure that equipment is repaired and in safe operating condition.

Section 21.5 Report of Accident An employee involved in any accident shall immediately report said accident and any physical injury sustained. An employee shall make out an accident report in writing on forms furnished by the Employer and shall turn in all available names and addresses of witnesses to any accidents. Failure to comply with these provisions shall subject each employee to disciplinary action by the Employer. An

employee who is injured while on the job, and cannot continue to work, will be paid for the remainder of his/her shift.

Section 21.6 Professional Liability Coverage The Employer shall provide law enforcement officer professional liability in the amount of \$10,000,000.00 per occurrence. Such liability shall include personal injuries of a comprehensive nature including, but not limited to, false arrest, detention or malicious prosecution, the publication or utterance of libel or slander or other defamatory or disparaging material, or publication or utterance in violation of an individual's rights of privacy; wrongful entry or eviction, or other invasion of the right of private occupancy; law enforcement liability, civil rights violations and employment discrimination.

Section 21.7 Bulletin Board The Employer will provide a bulletin board in the facility where employees hereunder are employed for the posting of seniority and vacation lists and for the use of the Union and the Employer. Only official notices are to be posted and must have the signature of the Union Business Representative or Steward for the Union. The Union will promptly remove from such bulletin board, upon request from the Employer, any material which is detrimental to the Union-Employer relationship.

Section 21.8 Rest Period 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 21.9 Furnished Equipment The Employer shall furnish all equipment deemed necessary to perform the duties assigned to their classification, and keep same in safe operating condition. Employees will reimburse the Employer for the replacement of any equipment lost or damaged through the employee's gross negligence.

Section 21.10 Bonding Should it be required that any employee be bonded, any premium involved shall be paid by the Employer.

Section 21.11 Hours for Computation of Benefits All hours paid to an employee, exclusive of overtime, shall be considered as hours worked for purpose of computing fringe benefits under this Agreement.

Section 21.12 Computing Salary Individuals in the bargaining unit are managerial, and as such, are salaried. Employees receive their full annual salary during the calendar year, receiving 1/26 of the salary on each bi-weekly pay date (occasionally there may be 27 pay dates during a calendar year, in which case the employee shall receive 1/27 of their annual salary on each pay date). If the employee leaves employment during the year, their final paycheck will be the difference between the pro-rated salary based on their final day at work and their regular year to date earnings. Pay is not based on a biweekly pay period, although biweekly reporting is used to track leave banks used. Employees coming into the bargaining unit will receive a pro-rated amount of 1/26 of the new salary, based on the effective date, on the first pay date following the effective date of the new classification.

Section 21.13 Union Examination of Records The Union 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 Union, such records shall be furnished by the Employer for inspection.

Section 21.14 Rules, Regulations, Policies and Procedures 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 Union 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) working days after the establishment or application of such rule, etc., and thereafter considered in accordance with the grievance procedure.

Section 21.15 Tuition Reimbursement Employees who receive prior approval for educational courses relating to their job performance may receive tuition reimbursement according to the County's policy.

Section 21.16 Damage to Personal Property The Employer agrees to replace all personal property damaged in the line of duty under the following guidelines:

- 1) All jewelry is exempt from this provision;
- 2) Watches are not classified as jewelry and will be replaced with a maximum value of replacement of \$50.00.

Section 21.17 Conditions of Employment The Employer agrees that all conditions of employment relating to wages, hours of work, overtime differentials and general working conditions shall be maintained at not less than the minimum standard in effect at the time of the signing of this Agreement. The equipment will be provided by the employer as needed and deemed necessary by the Employer.

Section 21.18 Physical Maintenance Program All employees, part time and full time, hired after January 1, 1986, will be required to participate in the Physical Maintenance Testing procedure unless the law mandates that an employee be exempt either from testing or from having all the requirements with respect to physical qualifications applied to him/her. Employees who do not pass the test shall be subject to re-testing every sixty (60) days; if they haven't passed after twelve (12) months of original testing, the employee will be subject to a ten (10) working day unpaid suspension. If they still haven't passed after twenty-four (24) months, the employee shall be subject to discharge. Physical maintenance testing shall be established by the Employer based on the standard employed at the time the employee was hired.

Employees must meet a sixty (60%) percent of each test to be considered having passed the test. Those employees passing the Physical Maintenance Test at a higher level will be compensated according to the following:

Seventy (70%) percent – Seventy-nine (79%) percent	\$200.00
Eighty (80%) percent – Eighty-nine (89%) percent	\$300.00
Ninety (90%) percent – One Hundred (100%) percent	\$400.00

For the purpose of this Agreement, Appendix 1 in the Physical Maintenance Program Policy, Sheriff Department Policy No. 3.023, will show the standards that each employee must meet.

Section 21.19 Stipend for Staff & Command Training

Upon successful completion of the Staff & Command training program, a one-time stipend payment of One Thousand (\$1,000.00) dollars will be made to the employee. Said stipend shall not be considered for purposes of calculating the employee's longevity or personal day pay.

Section 21.20 Drug and Alcohol Testing

The parties will comply with their negotiated drug and alcohol testing policy, Sheriff Department Policy No. 3.038, which is dated effective March 16, 2009.

ARTICLE XXII
SAVINGS CLAUSE & OTHER AGREEMENTS

Section 22.1 Invalidation of Article or Section 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 restrained by such tribunal, the remainder of the Agreement and addendums shall not be affected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.

Section 22.2 Employer Shall Not Enter Other Agreements The Employer shall not enter into any other agreements with employees in this bargaining unit individually or collectively or with any other organization which in any way conflicts with the provisions hereof, nor may such other organizations represent any employee (s) with respect to wages, hours, or conditions of employment, or in derogation of the exclusive bargaining agent of this Union.

ARTICLE XXIII
TERMINATION

This Agreement shall be effective on the first day of January, 2011, and shall remain in full force and effect until the thirty-first day of December, 2013. It shall automatically be renewed from year to year thereafter unless either party notifies the other, in writing, sixty (60) days prior to the anniversary date that it desires to modify this Agreement.


In any event, however, the conditions of employment, including wages and benefits, shall remain in effect providing that the Union files consistent with Act 312 until such time as a Labor Agreement is negotiated and/or arbitrated.

The parties further agree that if across the board wage increases for 2012 greater than 1.75% are given to another Act 312 Grand Traverse County Bargaining Unit, such increase over 1.75% for 2012 shall also be paid across the board to Teamsters Command employees covered by this Agreement; provided, however, that any wage increase included in a bargaining agreement executed prior to August 9, 2010, shall not be the basis for a like increase under this Agreement. Additionally, the parties agree that there is no such agreement made regarding the wage increase for 2013.

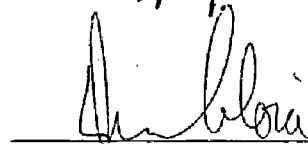
FOR THE EMPLOYER:


Chairman, Board of Commissioners

Date: 9-30-10

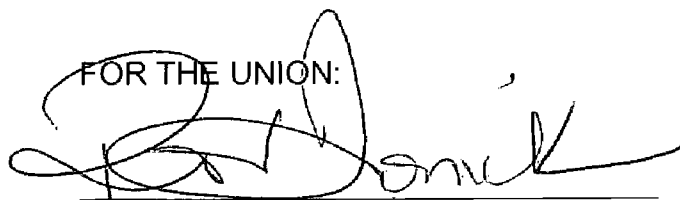

Thomas Bensley, Sheriff

Date: 9/10/2010

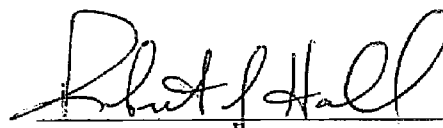

Dennis Aloia, County Administrator

Date: 9-30-10


FOR THE UNION:


Business Representative

Date: 9/10/10


Chief Steward

Date: 9-10-10


Alternate Steward

Date: 9-10-10

Appendix A

Wage Scales

TEAMSTERS COMMAND OFFICERS WAGE SCALE

Year	Increase	Lieutenant	Captain
2011	3.00%	63,039	72,495
2012	1.75%	64,142	73,764
2013	1.50%	65,104	74,870

Captains will be 15% above the rate for Lieutanants each year.

Appendix B

Summary of Health Insurance Benefits

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

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

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

Copayment = Member pays

% Coverage = Priority Health pays

Basic Benefits

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

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

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

SUMMARY OF BENEFITS HMO 100% HOSPITAL PLAN

Hospital Services (continued)	
<p>Certain Surgeries and Treatments (Physician fees only) Bariatric surgery* (limit one per lifetime) Reconstructive surgery: blepharoplasty of upper lids, breast reduction, panniculectomy*, rhinoplasty*, septorhinoplasty* and surgical treatment of male gynecomastia Skin Disorder Treatments: Scar revisions, keloid scar treatment, treatment of hyperhidrosis, excision of lipomas, excision of seborrheic keratoses, excision of skin tags, treatment of vitiligo and port wine stain and hemangioma treatment. Varicose veins treatments Sleep apnea treatment procedures*</p>	<p>Physician fees are Covered at 50% of the first \$2,000.00 for each certain surgery or treatment, 100% thereafter. If applicable, any hospital services Copayment also applies.</p> <p>*Prior approval required for bariatric surgery, panniculectomy, rhinoplasty, septorhinoplasty and sleep apnea treatment procedures.</p>
Emergency Medical Care (in or out of the service area)	
Hospital Emergency Room	\$35 Copayment per visit (waived if admitted)
Urgent Care Center	\$10 Copayment per visit
Physician's Office	\$10 Copayment per visit
Ambulance (land or air)	\$50 Copayment
Family Planning/Infertility Services	
Vasectomy	100% Coverage when performed in a provider's office or when in connection with other covered inpatient or outpatient surgery.
Tubal Ligation	
Professional Fees	100% Coverage
Outpatient	100% Coverage
Inpatient	100% Coverage only when performed in connection with delivery or other covered inpatient surgery.
Infertility services for diagnostic, counseling and planning services for treatment of the underlying cause of infertility	50% Coverage. Prescription drugs for infertility treatment covered only with prescription drug rider.
Mental Health/Substance Abuse Services	
Note: All Mental Health and Substance Abuse services must be approved in advance by our Behavioral Health Department 616 464-8500 or 800 673-8043. Treatment may be covered as deemed clinically necessary by our Behavioral Health Department.	
Inpatient Mental Health & Substance Abuse Services (including rehabilitation and partial hospitalization)	100% Coverage. Prior approval required
Outpatient Mental Health & Substance Abuse Services (including medication management visits)	\$10 Copayment per visit. Prior approval required
Other Services	
Durable Medical Equipment	50% Coverage
Prosthetics & Orthotics	50% Coverage
Skilled Nursing, Subacute, Inpatient Rehabilitation and Hospice Facility	100% Coverage. Maximum 120 days per Contract Year (combined benefit for all services).
Home Health Care	Covered in full.
Temporomandibular Joint Syndrome (TMJS)	50% Coverage
Orthognathic Surgery	50% Coverage

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

Appendix C

Summary of Dental Insurance Benefits



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

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

Network access information

- **DenteMax PPO network** – DenteMax PPO dentists agree to accept our approved amount as payment in full and participate on all claims. DenteMax is an independent company that leases its network to BCBSM to provide access to Blues members. You'll also receive discounts on noncovered services when you use PPO dentists. You can choose from more than 83,000 dentist access points* nationwide where dental services are available through our partnership with the DenteMax PPO network. To find a DenteMax dentist, please call 800-752-1547 or go to the DenteMax Web site at dentemax.com.

* A dentist access point is any place a member can see a dentist to receive high-quality dental care. For example, one dentist practicing in two locations would be two access points.

- **Blue Par SelectSM** – Most dentists participate with the Blues on a "per claim" basis, so you should ask your dentist if he or she participates before every procedure. These dentists accept payment in full from BCBSM for covered services and you pay the dentist only applicable copays and deductibles, and any fees for noncovered services. You won't be balanced billed for any difference between our approved amount and the dentist's charge. We call this arrangement "Blue Par Select." To find a dentist who may participate with BCBSM, go to bcbsm.com. Select the Dental Professionals subsection of "Where You Can Go for Care" page.

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

Member's responsibility (copays and dollar maximums)

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

Class I services

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

Class II services

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

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bcbsm.com



Class II services, continued

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

Class III services

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

Class IV services – Orthodontic services for dependents under age 19

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

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

Appendix D

Summary of Benefits Employee Vision Plan

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.