

**AGREEMENT BETWEEN THE  
GRATIOT COUNTY BOARD OF COMMISSIONERS  
AND THE  
CLERK, TREASURER, REGISTER OF DEEDS,  
DRAIN COMMISSIONER, AND  
PROSECUTING ATTORNEY  
AND THE  
GRATIOT COUNTY  
GOVERNMENTAL EMPLOYEES LABOR COUNCIL  
EFFECTIVE  
OCTOBER 1, 2009 THROUGH SEPTEMBER 30, 2013**

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**THIS AGREEMENT** is made and entered into this 1<sup>st</sup> day of October, 2009, by and between Gratiot County Board of Commissioners, Clerk, Treasurer, Register of Deeds, Drain Commissioner and Prosecuting Attorney (hereinafter referred to as the "County") and the Gratiot County Governmental Employees Labor Council (hereinafter referred to as the "GELC").

For the purpose set forth, and in consideration of the mutual promises of the parties contained herein, the parties do hereby covenant and agree as follows:

1. INTENT AND PURPOSE.

It is the intent and purpose of this Agreement to promote a friendly and economic relationship between the GELC and the County, and to set forth herein the rates of pay, hours of work and conditions of employment to be observed between the parties hereto.

2. GELC WILL COOPERATE.

The GELC, therefore, agrees that it will cooperate with the County and support its efforts to improve the quality of workmanship; conserve supplies; and strengthen good will between the County, the GELC and the public.

3. COUNTY WILL COOPERATE.

The County accepts the process of negotiation and will cooperate with the GELC to improve rates of pay, fringe benefits and working conditions of the employees within economic limits of good business management.

4. GOOD FAITH.

It is the mutual desire of both the County and the GELC that at all times their respective representatives act in good faith to advance the best interest of the public, the County, all of its employees, and the GELC as the designated bargaining agency.

5. RECOGNITION.

The County hereby recognizes the GELC as the sole and exclusive bargaining agent of all the employees current and future, paid by the County, non-management, serving in the positions in the following departments or offices:

Animal Control  
Building and Grounds  
Commission on Aging  
Equalization Department  
Office of Community Corrections  
Permits Office

Bookkeeping  
Clerk's Office  
Drain Commission Office  
MSU Extension Department  
Parks & Recreation  
Prosecutors Office

Register of Deeds  
Treasurer's Office

Sheriff's Department\*  
\*unless covered by another contract

The effects of any creation of new or reorganization of existing departments shall be negotiated with the GELC with regards to GELC membership and classification level of the affected position(s).

The County shall have the right to amend, supplement, or add to its County or departmental rules and regulations during the term of this Agreement, provided, however, the Department and/or the County shall notify the GELC of any such amendments, supplements or additions in advance of their effective date. All new rules or rule changes shall be given to the Unit President for the Unit's information and shall be posted for a five (5) day period prior to their effective date unless health reasons necessitate immediate implementation. If there is concern regarding the fairness of the rule or rule change, the GELC may request a special conference to discuss the reasonableness of the rule. In no case will a rule change or new rule become subject to the grievance procedure unless such rule change or new rule conflicts with the collective bargaining agreement.

In order to be taken out of the GELC, the member's job description must meet the qualifications listed below:

Positions requested by the County to be removed from the GELC must go before the Executive Board of the GELC to be negotiated and must be accompanied by the position's job description.

The position must exercise the day-to-day duties of the elected official or department head in their absence.

The position has the authority to exercise disciplinary action.

The position has the authority to issue reprimands for personnel files.

The position is deemed "confidential", i.e., a senior clerical position that is responsible for processing confidential management duties which involve labor-related issues.

## 6. GELC SECURITY.

The GELC's representation is limited to the employees in the bargaining unit and not to the work they perform. They are sometimes herein collectively referred to as "employees" or individually as the "employee".

All employees covered by this Agreement who are members of the GELC on the effective date of this Agreement are members of the GELC for the duration of this Agreement.

All present employees covered by this Agreement, who are not members of the GELC, and all future employees covered by this Agreement, after completion of thirty-one (31) calendar days of employment must, as a condition of continued employment, either become members of the GELC, or pay a service fee to the GELC equivalent to the uniform dues levied by the GELC.

Any employee who is a member of, and adheres to the established and traditional tenants or teaching of a bonafide religious body or sect historically opposed to the support of a labor organization may direct that contributions paid by him/her under this Article can be contributed to a not-for-profit organization classified as tax exempt in accordance with 501C3 of the Internal Revenue Code.

All employees covered by this Agreement shall as a condition of continued employment maintain their membership in the GELC or continue payments of the service fee to the GELC or continue payments to the employee's chosen not-for-profit organization for the duration of this Agreement.

#### 7. DISCRIMINATION.

There shall be no discrimination, coercion, interference or restraint by the County against any employee because of membership in the GELC. It is mutually agreed that there shall be no discrimination because of race, religion, color, sex, age, disability, national origin, height, weight, or marital status. The County also agrees to provide an environment that is free of unlawful harassment of any kind, including that which is sexual, age-related, or ethnic.

However, if remedies are available for any complaint and/or grievance of an employee through any administrative or statutory scheme or procedure for a Veteran's Preference Hearing pursuant to Act 305 of the Public Acts of 1897, et seq., or any federal law pertaining thereto, and/or Civil Rights matters pursuant to Act 453 of the Public Acts of 1976, or any federal law pertaining thereto, in addition to the grievance procedure provided under this contract, and the employee elects to utilize the statutory or administrative remedy, the GELC and 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 under this contract and subsequently elects to pursue the issue(s) in another forum, 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.

#### 8. CHECK-OFF.

The County agrees to deduct regular GELCs dues, for each employee that has previously delivered to the County a signed authorization for check-off from the wages paid the first pay of each month to its employees who are members of the GELC covered by this Agreement. Any GELC employee with a membership dues or service fee obligation to the

GELC who has not executed a written check-off and who is more than 60 days in arrears on his/her obligation shall, at the written request of the current president of the GELC submitted to the County Administrator, have the amount in arrears automatically deducted from his/her pay pursuant to MCL 408.477 and remitted to the GELC

The GELC agrees to defend, indemnify and save the Employer harmless against any and all claims, suits, or other forms of liability arising out of its deduction from an employee's pay of dues, service fees and/or initiation fee, or in reliance upon any list, notice, certification or authorization furnished under this Article. The GELC assumes full responsibility for the disposition of the deductions so made once they have been sent to the GELC.

#### 9. MANAGEMENT RIGHTS.

The County retains the sole and exclusive responsibility for the management of the County business and the direction of the work force, and complete authority to exercise those rights and powers incidental thereto including the right to make unilateral changes, except as specifically modified by this Agreement, including by the way of general example and not by limitation, exclusive authority to determine the nature and location of operations. Management reserves the right to require employees to observe departmental rules and regulations, to decide the services to be provided to the public, work standards and the procedures by which such work is to be performed. Management retains the sole right to hire, discipline, discharge, layoff, recall, assign, promote and transfer employees; and to determine the starting and quitting time and number of hours to be worked, subject only to the restrictions and regulations governing the exercise of these rights as are expressly provided in this contract.

The County retains the right, based upon economic and/or program needs, to subcontract or relocate work performed by unit employees. The County also retains the right to use volunteers who receive no compensation from the County to perform work, or assist in work, performed by unit members; but, the use of volunteers shall not result in layoff of unit members nor shall they do the work of laid-off employees.

The foregoing enumeration of the rights of the County is not intended to exclude other management rights not specifically enumerated. The only limits of any management right shall be express limitation by a specific provision of this Agreement.

The foregoing enumeration of rights of the County is not intended and nor shall it be construed as a waiver of any contractual or legal right of the GELC with regard to its representation of the bargaining unit or its members.

Only the Board of Commissioners shall specifically retain the right to establish new departments and employees assigned to such departments shall be paid in accordance with the provisions of the section of wages of this Agreement.

The County may implement rules and requirements relating to reasonable suspicion drug testing and requiring employees in safety sensitive positions to disclose prescription drugs where there is a reasonable suspicion that said drug may be affecting the employees performance of the essential functions of the employee's position. The Parties agree that if an employee who has not engaged in attendant workplace misconduct voluntarily self-reports a drug or alcohol problem prior to a request for a drug test, the employee will be permitted to seek treatment.

All employees shall fully disclose to their supervisor any criminal felony or work related misdemeanor convictions. Any employees that work directly with minors or who will have access to minor's records that are convicted of a felony or misdemeanor, including expressly any law relating to drugs or other controlled substances, or are charged with a felony, or are placed on the CPS Central Registry as a perpetrator, shall notify in writing their supervisor immediately, and in all cases, no later than five (5) days after such conviction, charge, or placement on the CPS Central Registry. An employee must disclose to the Employer any conviction resulting from such pending charges as described in this Section. However, as required by Federal regulation, employees working with minors must disclose any arrests or charges related to child sexual abuse, child abuse, or child neglect and the disposition of such arrest or charges, and may also be required to certify that no case of child abuse or neglect has been substantiated against them. In every case, employees in positions that work directly with minors or who will have access to minor's records, shall undergo the background checks, and, if they have not resided or lived in Michigan for each of the previous ten (10) years, they must also sign a waiver attesting to the fact that they have not been convicted of a felony or identified as a perpetrator. The Employer may, at its cost, conduct a criminal history search periodically on all employees when required to insure compliance with grants, licensing requirements, and performance standards.

#### 10. GRIEVANCE PROCEDURE.

Grievance Procedure - A grievance is a dispute, a claim, or a complaint by employee or GELC concerning the application and interpretation of this Agreement. All Grievances shall be handled in the following manner:

##### Step 1.

An employee and/or his/her GELC Representative who believes that he has a grievance shall discuss the matter with his/her Elected Official or Department Head within ten (10) working days following the events which caused the grievance or within ten (10) working days following the date the employee first reasonably should have known of the events giving rise to the grievance. The employee needs to make known to the supervisor that he is stating a verbal grievance. The results of this discussion shall be reduced to writing by the Elected Official or Department Head and shall be given to the employee and the GELC within ten (10) working days from the discussion.



## Step 2.

If the answer is not satisfactory to the grievant, the grievance and the answer shall be presented in writing by the grievant to the County Administrator within seven (7) working days of receipt of the Elected Official's or Department Head's answer or the date due in Step 1. The County Administrator shall sign and date the grievant copy. The County Administrator shall respond to the grievant in writing within seven (7) working days after receipt of the grievance.

## Step 3.

If the answer at Step 2 is not satisfactory to the grievant, the grievance and the answer may be presented by the GELC Chairperson, in writing, to the County Administrator within seven (7) working days after the receipt of the answer or date due. Within thirty (30) calendar days of the presentation of the grievance to the Board of Commissioners a meeting shall be held between the Board (or their representatives), and no more than three (3) representatives of the GELC. The Board of Commissioners shall respond in writing to the GELC Chairperson within ten (10) working days from the date of the meeting.

### 10.1 Arbitration

#### Step 4. Arbitration - Selection of Arbitrator.

If the grievance is not satisfactorily resolved in Step 3, the GELC will notify the County within ten (10) working days of the County's written answer if the matter is to be referred to Arbitration. No employee may invoke the arbitration step of this procedure without the consent of the GELC.

The GELC and the County shall attempt resolution of the matter and/or shall attempt to select an arbitrator by mutual agreement. The GELC may request an arbitration panel from the Federal Mediation and Conciliation Service. The parties will follow the rules of the FMCS in the selection of the arbitrator.

The labor Arbitration Procedures of the Federal Mediation and Conciliation Service shall apply to Step 4 of the grievances.

The arbitrator shall schedule a prompt hearing and shall have the power to make determination of facts on the questions submitted and apply them to the provisions of this Agreement alleged to have been violated so long as the grievance is submitted in accordance with the provisions, limitations, and procedures specified in this Agreement.

The arbitrator shall not have the jurisdiction or authority to add to, subtract from, nullify, or modify any of the terms of this Agreement.

The arbitrator shall be bound by the facts and evidence submitted and may not go beyond the terms of this Agreement in rendering a decision nor include or deal with any issues or matters which is not made subject to the terms of the Agreement. Any case appealed to the arbitrator on which the arbitrator has no power to rule shall be referred back to the parties without decision. The decision of the arbitrator shall be in writing and shall be final and binding upon the parties when rendered upon a matter within the authority of the arbitrator.

Further, no claim for back wages under this Agreement shall exceed the amount of straight time earnings the employee would have otherwise earned by working for the County, less any and all compensation, including unemployment compensation, the employee received from any other source.

Unless it is mutually agreed to otherwise, each grievance shall be handled as a separate hearing, except that grievances arising out of identical sets of facts or the same incidents may be heard together.

The cost and expenses of the arbitrator as a result of the arbitration hearing shall be borne equally by the parties. All other expenses incurred by either party shall be paid by the party incurring such expenses.

#### 10.2 Time Limits

Time limits may be extended by mutual agreement between the parties. Any time limits set forth which are not maintained by the GELC shall result in the settlement of the grievance on the basis of the County's last answer. Any time limits set forth which are not maintained by the County shall move the grievance to the next step of the grievance procedure, except arbitration.

For the purpose of computing time limits set forth in the steps of the grievance procedure, the term ("working day") shall not include the weekend or any paid leave.

#### 10.3 Grievance Time

The County shall grant necessary and reasonable time off with pay for representatives to be present and participate in the adjustment of grievances.

#### 10.4 Discipline and Discharge

The County shall have the right to discipline, up to and including discharge, any employee for just cause. The County shall give written notice, to the GELC, of the complaint against the employee and the action taken by the employer. The employee shall be required to provide written acknowledgment of all discipline by signing the notice of discipline form. Such acknowledgment shall not signify approval or disapproval of the action taken.

11. WORKDAY.

An employee's workday shall be defined as a consecutive twenty-four hour period beginning with 12:01 a.m.

12. WORKWEEK.

12.1 FULL TIME EMPLOYEE. The workweek shall be from 12:01 a.m. Sunday to 12:00 p.m. midnight Saturday. The normal workweek shall consist of five (5) working days of eight (8) hours each, exclusive of unpaid ½ hour lunch period. An employee hired to render continuous, classified service for the County of at least 40.0 hours per week or 2,080 hours annually, shall be classified as a full-time employee. Any definition of an employee's normal workweek and workday stated in this Agreement shall not constitute a guarantee by the County of any number of hours per workday or per workweek. The County specifically reserves the right to reduce the normal workweek or workday for any or all employees whenever conditions require such a change. If furlough days become necessary during the term of this Agreement, the County will provide written notice to the GELC Unit President regarding the number of furlough days to be employed and the anticipated savings projected to be realized from such furlough. The County will, upon request, meet with the GELC to discuss the manner of scheduling/distribution of such furlough days. Further, the GELC may suggest cost savings alternatives to such furlough.

If, and only if the County Circuit, District and Probate Courts decide (in the Judge's collective and individual sole discretion) to schedule court hours, and court employees based upon a four day, ten hour day schedule; the Employer and Union unit employees, along with the Union representing Sheriff unit road patrol employees, shall undertake to explore and negotiate possible methods of implementing a four day, ten hour day schedule.

12.2 REGULAR PART-TIME EMPLOYEE. An employee rendering continuous classified service to the County, who is budgeted to work an average of 20 hours or more, but less than 40 hours per week, shall be classified as a regular part-time employee, and shall be eligible for paid time off, holiday, funeral, hospitalization and life insurance on a prorated basis, based on the part-time employee's normal work week. Seniority shall accrue at the same rate for regular part-time employees as it does for full-time employees. (2,080 hours=1 year)

13. PAY PERIOD.

Employees shall be paid biweekly with pay-day falling on Thursday after 11:00 a.m. Each check shall cover the two (2) week period ending on Saturday midnight, two weeks before payday. The County may, as required by MCL. 408.476, obtain individual employee's consent for direct deposit. If the law changes during the term of this agreement, it is agreed that the County may implement a policy requiring direct deposit by employees.

14. BREAK PERIODS.

Employees shall have one fifteen (15) minute break period reasonably spaced during the first half of each shift worked and an additional fifteen (15) minute break during the second half of each shift worked. Said breaks may be combined with the lunch period at the discretion of each Elected Official or Department Head.

15. PROBATIONARY PERIOD.

After an employee has completed a probationary period of six (6) months he/she shall obtain seniority from the first day of employment following his/her last date of hire.

16. SENIORITY.

Seniority shall mean the length of continuous uninterrupted service of such employee since his/her last date of hire by the County. Employees who are employed on the same date shall be placed on the seniority list in birth date order.

17. SENIORITY--TERMINATION.

Seniority and regular employee status shall terminate when the employee:

- A. Quits for any reason.
- B. Is discharged.
- C. If employee does not contact their Elected Official or Department Head within twenty-four (24) hours of being absent from work without prior authorization or notification, unless good cause can be shown for non-notification.
- D. Fails to return to work at the end of an authorized leave of absence.
- E. Has been on layoff for a period of time equal to seniority at the time of his/her layoff or two (2) years, whichever is lesser.
- F. Retires or receives a pension.

## 18. LEAVES OF ABSENCE

### 18.1 JURY DUTY AND COURT WITNESS

A full-time employee who is assigned jury duty or subpoenaed as a witness shall be granted necessary time to serve as required. He/She shall be expected to be at work all hours when not serving as a witness or juror. Leaves of absence for witness or jury duty shall be with full pay with reimbursement to County for any compensation received.

### 18.2 MILITARY LEAVE FOR ACTIVE DUTY

The County will comply with applicable laws regarding active military leaves of absence.

### 18.3 MILITARY LEAVE FOR NATIONAL GUARD OR RESERVE TRAINING

The County will comply with applicable laws regarding national guard or reserve training leaves of absence.

### 18.4 MILITARY EMERGENCY DUTY

Any full-time employee who is called for emergency duty by any of the established Armed Forces, Reserve Training Units or by the Michigan National Guard in order to protect the rights of the citizens of the United States, shall be paid his/her full salary for a period not to exceed five (5) working days.

### 18.5 ADMINISTRATIVE LEAVE

An Administrative leaves of absence may be granted by the respective Elective Official or by the County Administrator upon the recommendation of the respective Department Head on the basis of exceptional need. Such leave is without pay and is limited to a maximum leave of six months. Administrative leaves may be granted for such reasons as educational purposes when such education will be for the improvement of knowledge of skills required in the performance of the employee's work, settlement of an estate, and temporary leave of the employee or as an extension of leave after the employee's paid time off benefits have been depleted or for reasons not covered by other leave provisions in this Agreement. The requests for administrative or special leave must be made as soon as the need for the leave is known to the employee.

- A. Administrative leaves shall be requested in writing by the employee to their Elected Official or Department Head for approval.
- B. An employee who is granted an Administrative Leave shall be permitted to continue his/her hospitalization benefits as a member of the County Group Plan during the authorized leave, provided that the employee pay the County, prior to each monthly due date, the premium for such coverage. The

employee will be terminated from coverage under the County's Group Plan if payment is not received, or if the employee leaves the employment of the County.

- C. Upon returning to work, the employee shall be authorized the same continuous service level as that earned prior to taking leave; and no continuous service will accrue while on a leave without pay. Failure to report to work after the expiration of the authorized Administrative or Special Leave shall result in termination of employment.

#### 18.6 FUNERAL LEAVE

An employee will be allowed an absence of three days with pay as funeral leave days not to be deducted from accrued paid time off for the death of any member of his/her immediate family. Immediate family is defined as follows: Mother, Father, Brother, Sister, Wife or Husband, Son, Daughter, Mother-in-law, Father-in-law, Grandparents, Brother-in-law and Sister-in-law. One day shall be granted for the death of an Aunt or Uncle. Two additional days shall be allowed in cases in which the deceased is a member of the employee's household. One extra day shall be allowed in cases in which the deceased resided out-of-state and funeral services are held outside the State of Michigan.

#### 18.7 PAID TIME OFF

##### 18.7.1 PURPOSE

The purpose of Paid Time Off (PTO) is to provide unit members with the opportunity to take time away from work without loss of compensation. The PTO Program is an inclusive time off program intended for use in connection with vacations, illnesses, personal business, family care, and other needs which may require time off from work.

##### 18.7.2 EFFECTIVE DATE

This provision is effective on January 1, 2010, and as of that date, supersedes the vacation, personal days and sick leave provisions of the collective bargaining agreement expiring September 30, 2009. For the period October 1, 2009 through December 31, 2009 the provisions of the former collective bargaining agreement expiring on September 30, 2009 relating to vacation, sick leave and personal days shall remain in effect.

##### 18.7.3 ELIGIBILITY

Regular full time unit members are eligible for PTO. Regular part-time unit members are eligible for PTO but the accrual of such PTO is governed by Article 12.2.

18.7.4 ACCRUAL OF PTO

PTO for regular full time unit members will accrue at the rate of two (2) days per month. Additional PTO days will be awarded on the first pay in February and will accrue according to the following schedule:

Year From Date of Hire	# of Additional Days Per Year
6 through10	2
11 through15	4
16 through20	6
21 & over	8

Staff members will earn PTO for scheduled hours when absent from work in connection with: PTO, holidays, furlough days, paid leave of absence, bereavement leave, and jury duty. Staff members will not earn PTO for scheduled hours when absent from work in connection with: excused or unexcused absences without pay, including unpaid leaves of absence; salary continuation for short-term disability; worker's compensation leaves; or long-term disability leaves.

18.7.5 PTO ACCOUNT BALANCE AND CARRY FORWARD LIMITS AND PAYOUT

Except for during the Transition Year (as set forth in Article 18.7.8) a ninety (90) day limit is imposed on the amount of PTO that can be maintained as a balance and on the amount of PTO that can be carried forward from one calendar year to the next. Except for during the Transition Year (as set forth in Article 18.7.8) unit members' whose PTO current account balances exceed their carry forward limit at the end of the calendar year will forfeit all hours in excess of this limit. Sixty (60) days of an employee's unused PTO balance may be converted to cash upon termination, retirement or death at the employee's current rate of pay.

18.7.6 PTO SCHEDULING

To the extent possible, PTO is to be requested and approved by the Elected Official or Department Head in advance. In the event of illness or emergency preventing the staff member from requesting PTO in advance, the unit member must notify the Elected Official or Department Head no later than the start of the shift and obtain approval for unscheduled time off. Except for reserved time set forth in the FMLA provisions of this Agreement, unit members carrying PTO balances may not opt to take excused absences/leave without pay in lieu of PTO for purposes of saving accrued PTO time.

If a PTO is requested and approved for an illness or injury, the respective Elected Official or Department Head may require each employee requesting or returning from more than three (3) days absence to file with said Elected Official or Department Head the following: A physician's statement of the condition of the employee relative to ability to perform the

duties of his/her position, diagnosis and other relevant information pertaining to the employee's condition. The Payroll Department will properly notify the respective Elected Official or Department Head and the employee when an employee's accrued PTO has been depleted and it shall be the obligation of the employee to request a leave of absence if one is desired. Failure to request such leave after proper notification may result in termination of employment. Requests by the County for medical information or medical examinations shall be limited to the extent permitted by law

#### 18.7.7 TRANSFER OF PTO

Except as set forth below regarding "Excess Grand Fathered PTO" during the "Transition Year" (Art. 18.7.8) upon written authorization by the executive board of the GELC to the payroll clerk, members of the unit may voluntarily transfer PTO time to another unit member. Said transfer shall only take place if both of the following criteria are met:

- A. The member receiving the donated PTO time has one of the following situations:
  - When an exposure to a contagious disease would endanger the health of others by attendance of work. A physician's statement recommending absence from work shall be required.
  - An employee's illness or injury. A physician's statement recommending absence from work shall be required.
  - Sick leave may be used for doctor and dentist appointments, as well as illness in the employee's immediate family. Documentation may be required.
- B. The unit member receiving the donated time has exhausted all of their accumulated, unused paid time off.

Said written authorization must have the signatures of the employee(s) agreeing to transfer the PTO hours and the specific number of hours they are willing to transfer. PTO hours transferred to one employee during a rolling two year period shall not exceed 160 hours. Both parties agree that this transfer program is solely managed by the unit, and that the payroll clerk's only activity is to perform the transfers as directed by the unit.

#### 18.7.8 GRANDFATHER CLAUSE AND THE TRANSITION YEAR

- A. On January 1, 2010, the PTO Program superseded the vacation, personal leave and sick leave programs previously in effect.
- B. On January 1, 2010, those staff members carrying accrued sick leave and vacation balances are permitted to carry forward those hours (and convert such hours to PTO) up to a maximum of ninety (90) days attributable to sick leave and a maximum of thirty (30) days attributable to vacation.



- C. During the "Transition Year" (i.e. January 1, 2010 to December 31, 2010) employees with ninety (90) or more days PTO (i.e. the "Excess Grand Fathered PTO") will continue to accrue PTO during periods in which the PTO balance exceeds ninety (90) days but is less than one hundred and twenty (120) days. During this Transition Year, the employee is urged to take sufficient PTO time so that, by December 31, 2010 the employees PTO balance is ninety (90) days or less. As of January 1, 2011 no staff member may carry forward from one calendar year to the next a combined total of regular and Grand Fathered PTO exceeding ninety (90) days. Unit members' whose combined total of regular and Grand Fathered PTO current account balances exceed ninety (90) days at the end of the 2010 calendar year will forfeit all hours in excess of this limit.
  
- D. Employees with Excess Grand Fathered PTO time may not, during the Transition Year, transfer PTO pursuant to Art. 18.7.7.

#### 18.8 FAMILY AND MEDICAL LEAVE

An employee who has worked at least 1,250 hours in the preceding twelve (12) month period is eligible for a leave of absence pursuant to the Family and Medical Leave Act of 1993 (FMLA). Such leave shall be granted (1) to care for a newborn son or daughter; (2) because of the placement of a son or daughter with the employee for adoption or foster care; (3) in order to care for the spouse, son, daughter or parent of an employee who has a serious health condition; or (4) because of a serious health condition that makes the employee unable to perform the functions of his or her job. Any eligible employee will be granted up to twelve (12) unpaid workweeks of leave during a rolling twelve (12) month period for leaves granted under FMLA.

For any FMLA qualifying purpose, if a request is submitted for less than six (6) weeks of time-off, use of accrued paid time off is at the employee's discretion. If a request is submitted for six (6) weeks or greater, accrued paid time off must be used until exhausted. However, if a qualified employee is placed on a FMLA leave for purposes of a serious health condition related to maternity, or to care for a newborn son or daughter, the employee shall have the option of reserving up to ten days of paid time off for use after they return to work from FMLA Leave. However, the ten (10) reserved days shall not be deemed to nor used to extend the duration nor statutory limits of a FMLA leave. No paid time off will be reserved by the Employer unless the employee provides written notice of the reservation to the County Administrator not later than the first day of FMLA leave. When an employee has used accrued paid time off for a portion of the FMLA leave, the employee may have an additional period of time off so the total of paid and unpaid leave does not exceed twelve (12) weeks. Any request for time off for a reason qualifying as FMLA shall be applicable to time off requested under this Agreement except as otherwise specifically set forth in this Agreement.

### 18.8.1 Service Member FMLA Leave

The federal Family and Medical Leave Act (FMLA) now entitles eligible employees to take leave for a covered family member's service in the Armed Forces ("Servicemember FMLA"). This policy supplements the County FMLA policy and provides general notice of employee rights to such leave. Except as mentioned below, an employee's rights and obligations to Servicemember FMLA Leave are governed by our existing FMLA policy.

#### A. Employee Entitlement to Servicemember FMLA

Servicemember FMLA provides eligible employees unpaid leave for any one, or for a combination, of the following reasons:

1. A "qualifying exigency" arising out of a covered family member's active duty or call to active duty in the Armed Forces in support of a contingency plan; and/or
2. To care for a covered family member who has incurred an injury or illness in the line of duty while on active duty in the Armed Forces provided that such injury or illness may render the family member medically unfit to perform duties of the member's office, grade, rank or rating.
3. Duration of Servicemember FMLA  
When Leave Is Due To A "Qualifying Exigency": An eligible employee may take up to 12 workweeks of leave during any 12-month period. When Leave Is To Care for an Injured or Ill Service Member: An eligible employee may take up to 26 workweeks of leave during a single 12-month period to care for the servicemember. Leave to care for an injured or ill servicemember, when combined with other FMLA-qualifying leave, may not exceed 26 weeks in a single 12-month period.
4. Servicemember FMLA runs concurrent with other leave entitlements provided under federal, state and local law.

#### 19. NO STRIKE/NO LOCKOUT.

The grievance procedure set forth herein provides a remedy for the settlement of grievances arising under this Agreement. Therefore, no employee or employees shall take part in or cause or attempt to cause any strike against the County, stoppage of work, or other similar action which could jeopardize the treatment and welfare of the public during the term of the Agreement. Any employee who engages in any of such prohibited conduct shall be subject to discipline up to and including discharge and such discipline shall not be subject to the grievance or arbitration procedures. Neither party gives up any other rights that they may have by law.

The GELC agrees that neither they nor any of their representatives or members shall authorize, participate in, or lend support to any of the conduct which is prohibited by this Agreement and agree that they will use their best efforts to prevent any of the conduct which is prohibited by this Agreement.

The County agrees that it will not lockout the employees of the GELC during the term of this Agreement.

20.           TRANSFER/RECLASSIFICATION.

20.1           SAME LEVEL TRANSFER

An employee who has been transferred inter-departmentally or intra-departmentally into a position with the same classification level, will be given full credit for years of service (2,080 hours = 1 year)

20.2           DIFFERENT LEVEL TRANSFER

An employee who has been transferred inter-departmentally or intra-departmentally into a position with a different classification level will be given full credit for years of service and will be compensated at his/her new classification level including those years of service. (2,080 hours = 1 year).

20.3           POSITION RECLASSIFICATION

The following procedure shall be followed for requests for reclassification to a higher pay grade during the term of this Agreement:

- A. Employee submits a request, in writing, to the Department Head/Elected Official with a copy to the GELC by June 1<sup>st</sup>.
- B. Elected Official/Department Head shall meet with the employee within fifteen (15) business days to review the request. The GELC may attend the meeting.
- C. If the Department Head determines the request has merit, the request shall be forwarded to the Personnel Committee.
- D. If the Department Head determines the request is not merited, they may deny that request. In the event of a denial, the employee shall be notified in writing, within ten (10) business days.
- E. The employee may, once a request is denied by the Department Head, submit a second written request, within fifteen (15) business days of the first denial, to the County Administrator with a copy to the GELC.

- F. Upon receipt of the written request, the County Administrator shall, within fifteen (15) business days, meet individually with the Department Head, GELC Representative and the employee to review the request.
- G. If the County Administrator determines the request has merit, the request shall be forwarded to the Personnel Committee.
- H. If the County Administrator determines the request is not merited, they may deny that request. In the event of a denial, the employee and the GELC shall be notified in writing, within ten (10) business days. No further action shall be taken.

If a request is approved by the Board of Commissioners, the following procedure shall be followed:

- A. All reclassifications shall be conducted by O. William Rye and Company. Salary level and figures generated by O. William Rye must either be accepted unchanged or rejected in total.
- B. The County Administrator shall forward the request to O. William Rye.
- C. O. William Rye shall forward the results to County Administrator and the GELC.
- D. County Administrator shall review the results with the Department Head, GELC Representative and the employee.
- E. The results shall be forwarded to the Personnel Committee which shall forward its recommendation to the Board of Commissioners.
- F. All decisions of the Board of Commissioners are final.
- G. All pay shall be retroactive to the date of the employee's written request to the Department Head or Elected Official.

21. LAYOFF AND RECALL PROCEDURES.

In the event that the county determines that a layoff is necessary for any reasons, such layoff will be from departments selected by the County and positions selected by the affected Elected Official or Department Head subject to the terms and conditions specifically provided for in this agreement.

- A. Layoff of employees shall be by department, and the following order shall be followed; provided that the employees who remain are capable of performing the work available:

1. Temporary employees.
  2. Newly hired probationary employees in the affected position.
  3. Inter-Departmental transferee still on probation in the affected position to be reduced.
  4. Remaining employees within the department affected shall then be laid off in the order of inverse seniority within the affected position.
- B. The order of recalling of laid off employees shall be in the reverse order in which the employees were laid off and shall be subject to the same conditions of layoff.
1. The County shall send two (2) notices of recall by restricted delivery, certified mail, return receipt requested to the employee's last known address as shown on the County's records. The second notice of recall shall be sent two (2) weeks after the date of return of the first notice of recall, if the first notice of recall is not received by the recalled employee. Failure of the employee to respond to the second notice of recall shall result in immediate termination of employment and all future rights to recall shall be forfeited. It shall be the obligation of the employee to provide the County with a current address and telephone number.
  2. A recalled employee shall respond to the recall within five (5) consecutive work days or shall return within seven (7) calendar days from the date of actual notice of recall, unless good cause for failing to do so is shown by notifying the County Administrator in writing within fourteen (14) calendar days from date of actual notice of recall. Such good cause letter must state a reasonable return to work date. Failure to meet the above stated requirements shall result in immediate termination of employment, and all future rights to recall shall be forfeited.
- C. The County is not required to recall any employee who has been laid off for an uninterrupted period of two (2) years or more.

22. COMPENSATORY TIME/OVERTIME PAY.

When an Elected Official or Department Head requires an employee to be at work in excess of 40 hours in a week, or on a holiday as defined in Section 23, said employee will be granted compensatory time or overtime pay equal to one and one half times said hours worked. Each Elected Official or Department Head shall adopt either a compensatory time or overtime pay policy, which shall apply to all their respective employees. Compensatory time earned shall be taken with the prior approval of the Elected Official or Department Head, however, compensatory time must be used within six months.

The County agrees to comply with all applicable State and Federal laws pertaining to compensatory time and overtime pay.

23. HOLIDAYS.

Employees who have completed thirty (30) days of continuous employment shall be entitled to holiday leave with pay at straight time for the following observed holidays:

New Year's Day  
Martin Luther King Day  
Presidents' Day  
Good Friday Afternoon (4 hrs.)  
Memorial Day  
Independence Day  
Labor Day  
Veterans' Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Eve Day  
Christmas Day  
New Year's Eve Day

If a holiday occurs on Saturday, the leave will be taken on Friday. If a holiday occurs on Sunday, the leave will be taken on Monday.

24. GROUP INSURANCE.

24.1 HEALTH INSURANCE

The County shall pay the group premium set forth below except as otherwise provided in this Article for hospitalization, surgical and medical insurance, semi private service for regular full time employees and their authorized dependents as defined by the insurance carrier, as provided for in Appendix A. The County reserves the right to change carriers for reasons of cost or service by providing benefits equal or better in their totality.

One Person Coverage	\$484.55
Two Persons Coverage	\$1,094.04
Family Coverage	\$1,300.20

Effective April 1, 2010, the maximum sums provided by the County shall be increased 10%.

Effective April 1, 2011, the maximum sums provided by the County shall be increased 10%.

Effective April 1, 2012, the maximum sums provided by the County shall be increased 10%.

Effective April 1, 2013, the maximum sums provided by the County shall be increased 10%.

If the foregoing rates increase above these levels, the employee will pay the increased cost through payroll deduction.

The County and the GELC will form a joint health insurance committee consisting of at least three (3) members of the GELC, the County Administrator, a County Commissioner and an Elected Official to review any changes to the health plan before implementation.

Employees and retirees of Gratiot County shall not be eligible for dual coverage as both a sponsor and dependent for any insurance coverage under this Agreement. Specifically, if both spouses are active employees of the County and eligible for health insurance coverage, the County will provide couple or, if appropriate, family coverage to one spouse; but if one spouse receives dual or family coverage the other spouse may not select any coverage and is not eligible to receive any health insurance buyout sum. If an employee receives health insurance coverage from an outside source, either as the sponsor or dependent, the employee shall not be eligible for County health insurance but is eligible to receive the health insurance buyout sum.

Regular part-time employees who are budgeted to work 20 hours or more per week may participate in the health insurance plan by paying on a pro-rated basis.

Any of the following changes to be made concerning health insurance shall be given to the Payroll Clerk within 10 days in which the event occurred, i.e.: Failure to do so will require reimbursement to the County of any added premiums within ten (10) working days.

- A. Marriage - add husband or wife
- B. Divorce - cancel husband or wife
- C. Birth - add newborn child
- D. Adoption - add legally adopted child or guardianships
- E. Marriage of child - cancel child who marries
- F. Military Service - cancel member of family entering Military Service
- G. Death - cancel insured member of family who dies
- H. 19th Birthday of child

Children who are dependents of an employee who are 19 years old through 25 years old so long as they are dependent and living with the employee or attending school away from home but still dependent and who are deemed qualified dependents by the hospitalization insurance company insuring the program, shall be carried within the hospitalization insurance program. The employee shall be responsible for the additional cost of these dependents through payroll deduction. Provided that to make said dependent eligible, the employee shall annually file an affidavit with the Employer setting forth as facts, the conditions required by the insurer to cover the dependent. Should any child of an employee cease to be a dependent of said employee as determined by the insurance carrier, said child will no longer be carried in the hospitalization program.

24.1.1 Health Insurance Buyout

1. Effective October 1, 1995, a full-time GELC member who is entitled to County health insurance benefits shall have the option of receiving compensation in lieu of the Employer's health care benefits.
  
2. Upon appropriate certification to the County that the employee has health care benefits coverage through a program other than the County, the County will compensate the employee for single, couple or family coverage-which ever applies to any specific employee electing the buyout option according to the schedule listed below. The dollar amounts listed below are for a twelve (12) month period (April to April) and will be prorated based on the number of months the employee actually opts out of the County's Group health insurance plan. A separate check will be issued the first pay in May to each employee electing the buyout on an annual basis.

	Agreement Term
Couple	\$1,500.00
Family	\$2,000.00

3. A GELC member who chooses the compensation in lieu of health benefits shall have the right to reenter the County health benefits plan during the next open enrollment period which is April 1<sup>st</sup> through May 1<sup>st</sup> of each year.



4. Full-time employees are eligible for this buy out and part-time, as defined in 26.1 on a pro-rated basis.
5. No matter respecting the provisions of any of the insurance or pension retirement programs set forth in this Agreement shall be subject to the Grievance and Arbitration Procedures established under this Agreement.

#### 24.2 DENTAL/OPTICAL INSURANCE

Each full-time employee will be provided with dental/optical insurance, as provided in Appendix "A". Regular part-time employees who are budgeted to work 20 hours or more per week may participate in the "in house" dental/optical insurance plan on a pro-rated basis.

#### 24.3 LONG TERM DISABILITY

Each full-time employee will be provided with long term disability insurance. Regular part-time employees will be provided with long term disability on a pro-rated basis. All payable benefits must meet insurance carrier requirements for eligibility and reporting. Payable benefits begin on the 91<sup>st</sup> day for accident and illness and are payable to the Social Security Normal Retirement Age. Employees will receive 60% of income to a maximum benefit not to exceed \$5,000.00 per month.

#### 24.4 LIFE INSURANCE

Each full-time employee will be provided with a \$20,000 Term Life Insurance Policy, which is reduced to \$5,000 at age 70. Each regular part-time employee will be provided with a \$10,000 policy. All regular part-time employees shall be given the option to pay the insurance premium to have a \$20,000 life insurance policy instead of the \$10,000 policy, if desired. Policy shall contain a double indemnity clause.

#### 24.5 RETIREMENT HEALTH INSURANCE.

Retirees who are less than 65 years old but are at least 60 years old with 10 years or more of service, or who have completed 25 years of service and attained the age of 55 immediately preceding retirement, will receive credit towards their health insurance premium in accordance with the following schedule, provided that the retiree does not owe the County for past premiums.

Years of Service	Annual Retiree Health Insurance Credit
10 Complete Years of Service	\$500
11 Complete Years of Service	\$700
12 Complete Years of Service	\$900
13 Complete Years of Service	\$1,100
14 Complete Years of Service	\$1,300
15 Complete Years of Service	\$1,500
16 Complete Years of Service	\$1,700
17 Complete Years of Service	\$1,900
18 Complete Years of Service	\$2,100
19 Complete Years of Service	\$2,300
20 Complete Years of Service	\$2,500

Credit shall in no event exceed actual annual premium. No cash will be paid in lieu of credits.

Retirees who have reached the age of 65 with 10 years or more of service will receive health insurance credit at the 1989 cap of \$55.60 per month. Any premium amount over the \$55.60 per month will be split equally between the retiree and the County.

Upon death of a retiree, the monetary amount of the plan the retiree was on, will be reduced by one half to the surviving spouse.

Any employee who has worked for the County for a minimum of 10 years may choose, upon retiring from the County, to remain on the county's health insurance plan provided he/she pays the entire premiums.

Employees and retirees of Gratiot County shall not be eligible for dual coverage as both a sponsor and dependent for retiree health insurance coverage under this Agreement.

Effective November 1, 2006 all new hires to the unit will not be eligible for any retirement health insurance benefit from the County.

#### 24.6 RETIREMENT LIFE INSURANCE.

Retirees who are at least 60 years old with 10 years or more of service, or who have completed 25 years of service and attained the age of 55 immediately preceding retirement, will be provided with a \$5,000 term life insurance policy.

Effective November 1, 2006, all new hires to the unit will not be eligible for any retirement life insurance benefit from the County.

25. RETIREMENT PLAN.

a. MERS Plan

For full time and regular part time employees who work 1,040 hours per year or more, the County will fund participation in MERS B-3, F55/25, V-10, FAC 5, E-2 Retirement Plan.

Commencing on October 1, 2007, the Employer's shall contribute the cost of the former MERS B-1 Plan (currently 13.5%) plus the "excess savings" (as defined below) realized from the change in the Health Plan attributable to unit and non-union employees whom participate in the MERS pension plan. Commencing on October 1, 2007, employees eligible for the participation in the MERS retirement plan shall be required to pay, through payroll deduction, the additional costs of the MERS benefit, up to a maximum of 5%, to the extent that such costs exceed the cost of the former MERS B-1 Plan and if the "excess savings" (defined below) are not sufficient to fully offset such MERS employee contribution.

"Excess Savings"-

The Employer has agreed not to charge a fixed percentile co-pay for employee health insurance on the concept that the negotiated change in health insurance plan would result in base cost of not more than \$678,250 (in fiscal 2006-2007) and a base annualized savings of \$91,702 per fiscal year (the "Base Health Insurance Savings") attributable to unit and non-union employees paid from the general fund. However, the base cost and Base Insurance Savings shall be adjusted, on a pro-rata computation, to reflect increases or decreases in the unit and non-union workforce paid from the general fund. To the extent that the base health insurance costs for the preceding year is less than \$678,250 (in fiscal 2006-2007) (adjusted by 10% per year, thereafter) and the Base Health Insurance Savings exceeds \$104,459, any excess savings over the Base Health Insurance Savings attributable to unit and non-union employees paid from the general fund exceeds \$91,702, any excess savings attributable to unit and non-union employees paid from the general fund shall be utilized, on a pro-rata basis, to:

1. Offset, in whole or in part, MERS pension costs to be paid by those unit and non-union employees whom are eligible for the MERS retirement plan, and,
2. To increase the Employer contribution for those unit and non-union employee's whom are eligible for contributions to a defined contribution plan (up to a maximum employer contribution of 10%).

The Employer shall provide the Union with notice and, upon request, any relevant documents reflecting the Base Health Insurance Savings realized by the County for the prior fiscal year. If the Base Health Insurance Savings are insufficient to fully offset the employee's MER's pension contribution and/or to fully augment the Employer's defined contribution contributions, the Employer shall provide the Union with notice as to the percentile employee contribution for retirement benefits. If the Base Health Insurance

Savings exceed those sums necessary to fully offset the employee's MER's pension contribution and to fully augment the Employer's defined contribution contributions, the Employer and Union shall meet on or after September 1, 2007 to bargain over a method of distribution of such additional excess savings.

b. Defined Contribution Plan

Effective October 1, 2000, all new hires to the unit will become members of the Gratiot County Defined Contribution Plan managed by the ICMA Retirement Corporation. Effective October 1, 2007, the following shall be (subject to the previous section) the employee and employer contributions based on a percentage of the employee's current pay rate:

<u>Employer Contribution</u>	<u>Employee Contribution</u>	<u>Total</u>
3%	0%	3%
6%	9%	15%

The employee must select one (1) of the above contribution plans initially upon being hired and shall not be eligible to change the selected contribution. Under the Gratiot County Defined Contribution Plan, the employee will be provided with maximum portability of both employee and employer contributions including earnings on the employer and employee contributions by allowing the employee, upon termination of employment to withdraw the entire amount of the employee contribution including earnings and a percentage of the employer contributions, on a sliding scale based on the years of service as scheduled below:

<u>Service Time</u>	<u>Retained By Employee</u>
0-2 Years	0%
2 Years	25%
3 Years	50%
4 Years	75%
5 Years or more	100%

Employees can select from the investment options provided by ICMA to utilize for their portion of the retirement contributions and after 100% vesting the employees shall select the option for both the employer's and the employee's funds. The County shall be responsible for coordinating the Gratiot County Defined Contribution Plan with the ICMA and shall hold the GELC harmless for employees liability related to the new program.

c. MERS Retiree Healthcare Savings Plan:

If funds become available, the parties agree to meet and negotiate participation by all or certain GELC unit employees in a MERS Retiree Healthcare Savings Plan.

26. PRIOR AGREEMENTS AND UNDERSTANDING.

It is the intent of the Parties hereto that the provisions of the Agreement, which supersedes all prior agreements and understandings, oral or written, expressed or implied, between such parties, shall govern hereto the entire relationship and shall be the sole source of any and all rights or claims which may be asserted in arbitration hereunder, or otherwise.

27. AMENDMENTS.

The provisions of this Agreement can be amended, supplemented, rescinded, or altered otherwise only by mutual agreement in writing hereafter expressly signed by the parties hereto.

28. LEGALITY OF CONTRACT.

Should any individual Section of this Agreement be held to be illegal and, therefore, invalid in whole or in part, such illegality and invalidity shall not affect the legal and valid provisions of the Agreement.

29. DURATION OF AGREEMENT.

This Agreement shall become effective as of the 1<sup>st</sup> day of October, 2009 and shall remain in force for three years, until 11:59 p.m. of the 30<sup>th</sup> day of September, 2013 and thereafter from year to year unless written notice of termination or desired modification is given at least sixty (60) days prior to expiration date by any party hereto.

30. COPIES OF AGREEMENT.

The County and the GELC are desirous that each employee should be familiar with the provisions of this Agreement and their rights or responsibilities as set forth herein. For this reason, the County agrees to have this Agreement printed at its expense and furnish a copy to each employee and to all new employees upon their being hired.

31. WAGES AND CLASSIFICATIONS

Listed in "Appendix B" and incorporated herein are the base rates of pay for the respective position classifications for fiscal years 2009/10, 2010/11, 2011/12 and 2012/13.

Wages for fiscal years 2009/10, 2010/11, 2011/12 and 2012/13 will be determined as follows:

2009-2010: 0% plus no step increases

2010-2011: \$700 bonus (payable in February, 2011)

2011-2012: 1.75%

2012-2013: 2%

The level/step wage scales for fiscal years 2009/10, 2010/11, 2011/12 and 2012/13 are listed in "Appendix C" and incorporated herein.

Executed this \_\_\_\_ day of \_\_\_\_\_, 2009, by the undersigned on behalf of their respective principals.

**FOR THE COUNTY**

Date: \_\_\_\_\_

\_\_\_\_\_  
Mark Knowles, Chairman  
Board of Commissioners

Date: \_\_\_\_\_

\_\_\_\_\_  
Keith Kushion, Prosecuting Attorney

Date: \_\_\_\_\_

\_\_\_\_\_  
Brian Denman, Drain Commissioner

Date: \_\_\_\_\_

\_\_\_\_\_  
Carol A. Vernon, County Clerk

Date: \_\_\_\_\_

\_\_\_\_\_  
Mary Sullivan, Treasurer

Date: \_\_\_\_\_

\_\_\_\_\_  
Janet Davis, Register of Deeds

**FOR THE GRATIOT COUNTY GOVERNMENTAL EMPLOYEES LABOR COUNCIL**

Date: \_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Homer Lafrinere, Union Representative  
Governmental Officers Labor Council

**APPENDIX A**

**Gratiot County Benefits at a Glance Plan II**

<b>Deductible</b>	(Does not apply to Coinsurance maximum.) - individual (per calendar year)	In-Network \$100 Note: deductible waived if service performed in PPOM physicians office	Out-of-Network \$250
	- family, aggregate (per calendar year)	\$200 Note: deductible waived if service performed in PPOM physicians office	\$500
<b>Coinsurance</b>	excludes mental health care, substance abuse care and private duty nursing copays		
	Individual maximum (per calendar year)	\$500	\$1,500
	Family maximum (per calendar year)	\$1,000	\$3,000
<b>Copays</b>			
Fixed Dollar copays		\$10 for office visits and \$50 for emergency room visits	\$50 for emergency room visits
<b>Lifetime Maximum, All Benefits Combined</b>		\$1 million lifetime per covered specified human organ transplant type and a separate \$5 million lifetime per member for all other covered services and as noted for individual services	
		<u>In-Network</u>	<u>Out-of Network</u>
<b>Hospital Care</b>			
Semi-Private room, Inpatient Physician Care, General nursing Care, Hospital		Covered-90% after deductible	Covered- 70% after deductible
Inpatient Consultations		Unlimited Days	Unlimited Days
Chemotherapy		Covered-90% after deductible	Covered- 70% after deductible
		Covered-90% after deductible	Covered- 70% after deductible
<b>Emergency Medical Care</b>			
Hospital Emergency Room-approved Diagnosis		Covered-\$50 Copay, waived if admitted or for an accidental injury	Covered-\$50 Copay, waived if admitted or for an accidental injury
Ambulance Services-Medically necessary		Covered-90% after deductible	Covered-90% after deductible

Diagnostic Services			
Laboratory and Pathology Tests		Covered-90% after deductible	Covered- 70% after deductible
Diagnostic Tests and X-rays		Covered-90% after deductible	Covered- 70% after deductible
Radiation Therapy		Covered-90% after deductible	Covered- 70% after deductible
Maternity Services provided by Physician			
Pre-Natal and Post Natal care (Includes Nurse Midwife)		Covered 100%	Covered 70% after deductible
Delivery and Nursery care (includes Nurse Midwife)		Covered-90% after deductible	Covered 70% after deductible
Wellness/Preventive Care Benefits			
		Limited to \$500 per member per year	
Health Maintenance Exam-Includes select lab and diagnostic procedures		100%, one per calendar year	Not Covered
Annual Gynecological Exam		100%, one per calendar year	Not Covered
Pap Smear Screening-laboratory services only		100%, one per calendar year	Not Covered
Well-Baby and Child care		Covered-100%	Not Covered
		<ul style="list-style-type: none"> <li>▪ Up to six visits per year, to 23 months</li> <li>▪ Up to 2 visits per year, age 2 through 3</li> <li>▪ 1 visit per year, age 4 through 15</li> </ul>	
Immunizations		Covered 100%, up through age 16	Not Covered
Fecal Occult Blood Screening		100%, one per calendar year	Not Covered
Prostate Specific Antigen Screening		100%, one per calendar year	Not Covered
Flexible Sigmoidoscopy Exam		100%, one per calendar year	Not Covered
Mammography Screening		Covered-90%, After Deductible, One per calendar year, no age restrictions	Covered-70%, after deductible One per calendar year, no age restrictions
Surgical Services			
Surgery-Includes related surgical services		Covered- 90% after deductible	Covered- 70% after deductible
Voluntary Sterilization		Covered- 90% after deductible	Covered- 70% after deductible
Physician Office Services (General Services)			
Office Visits		Covered-\$10 copay	Covered- 70% after deductible
Outpatient and Home Visits		Covered-90% after deductible	Covered- 70% after deductible



Office Consultations	Covered-\$10 copay	Covered- 70% after deductible
Urgent Care Center	Covered-\$10 copay	Covered- 70% after deductible,
<b>Alternatives to Hospital Care</b>		
Skilled Nursing Care	Covered-90% after deductible up to 120 days per calendar year	Covered- 90% after deductible up to 120 days per calendar year
Hospice Care	Covered 100% Limited to dollar maximum which is adjusted annually	Covered 100% Limited to dollar maximum which is adjusted annually
Home Health Care	Covered- 90% after deductible unlimited visits	Covered- 90% after deductible unlimited visits
<b>Human Organ Transplants</b>		
Specified Organ Transplants	Covered 100% up to \$1 million maximum per transplant type	Covered 70% after deductible up to \$1 million in designated facilities only
Bone Marrow	Covered- 90% after deductible	Covered- 70% after deductible
Kidney, Cornea and Skin	Covered- 90% after deductible	Covered- 70% after deductible
<b>Mental Health Care and Substance Abuse Treatment</b>		
Inpatient Mental Health Care ( Unlimited Days)	Covered 50% after deductible	Covered 50% after deductible
Inpatient Substance Abuse Treatment ( Unlimited days, up to \$15,000 annual, \$30,000 Lifetime Maximum)	Covered 50% after deductible	Covered 50% after deductible
Outpatient Mental Health Care Facility and Clinic	Covered 50%, After deductible	Covered 50%, After deductible
Physicians Office	Covered 50%	Covered 50%, After deductible
Outpatient Substance Abuse Care (Up to State Dollar Maximum)	Covered 50% after deductible	Covered 50% after deductible
<b>Other Services</b>		
Outpatient Diabetes Management program	Covered- 90% after deductible	Covered- 70% after deductible
Allergy Testing and Therapy	Covered 100%	Covered- 70% after deductible
Chiropractic Spinal Manipulation- up to 24 visits per year	Covered 100%	Covered- 70% after deductible
Outpatient Physical, Speech and Occupational Therapy	A combined 60 visit maximum per calendar year for physical therapy in the outpatient department of a hospital as well as in the physicians office	
▪ facility and Clinic		
▪ Physicians Office-Excludes speech and occupational Therapy		
	Covered- 100% after deductible	Covered- 70% after deductible
	Covered- 100% after deductible	Covered- 70% after deductible

Durable Medical Equipment	Covered- 90% after deductible	Covered- 90% after deductible
Prosthetic and Orthotic Appliances	Covered- 90% after deductible	Covered- 90% after deductible
Private Duty Nursing	Covered 50%, after deductible	Covered 50%, after deductible
Prescription Drug	Retail \$10/\$60 Mail Order \$10/ \$60 (90-day) Generic Enforcement Required	

This is intended as an easy-to-read summary. It is not a contract. Additional limitations and exclusions may apply to covered services. For an official description of benefits, please see the applicable certificate and riders. Payment amounts are based on the approved amount, less any applicable deductible and/or co-pay amounts required by the plan. This coverage is provided pursuant to a contract entered into in the state of Michigan and shall be construed under the jurisdiction and according to the laws of the state of Michigan.

**Dental/Optical Plan**

Each full time employee will be provided with the following "In House" Dental/Optical Plan for his/her benefit, and the benefit of his/her spouse and/or dependents. Regular part time employees shall receive the following "In House" Dental/Optical Plan on a pro-rated basis.

Annual maximum for dental/optical for full time employees shall be \$500.00.

Benefit period for Dental/Optical shall run from October 1 through September 30.

Reimbursement shall be made for the actual expenses paid by the employee in that benefit period.

No employee shall receive Dental/Optical reimbursement during their probationary period.

**“APPENDIX B”  
GELC PAY GRADE AND JOB TITLE**

PAY GRADE	JOB TITLE
2	Custodian
3	Clerk Typist - County Clerk
	Clerk Typist - Soil Erosion/Equalization
	Office Clerk Receptionist - COA
	Jail Cook
4	Deputy Clerk - County Clerk
	Deputy Register of Deeds
	Deputy County Treasurer
	Deputy Drain Commissioner
	Maintenance Worker
	Administrative Assistant - 4-H Fair - MSU Extension
	Receptionist Secretary - Prosecutor
5	Deputy Permits Officer
	Accounts Receivable Manager - County Clerk
	Data Coordinator - Equalization
	Legal Secretary - Prosecutor
	Office Manager - MSU Extension
	Senior Center Coordinator - COA
	Account Clerk - COA
	Assessment Secretary - Drain Commissioner
	Deputy Equalization Director
	Service Specialist - COA
	Assistant Animal Control Officer
	Home Maintenance Specialist - COA
	Coordinator of Volunteers - COA

PAY GRADE	JOB TITLE
6	Victim/Witness Coordinator - Prosecutor
	Senior Legal Secretary - Prosecutor
	Case Manager - COA
	CareGiver/Trainer
7	Medicare/Medicaid Coordinator - COA

\*Note: The In House Services Supervisor position is being removed from the union because it has supervisory duties over other union positions. This will be effective October 1, 2003.