

AGREEMENT

Between

46th Circuit Court
Otsego County Division
(Employer)

And

Otsego County Board of Commissioners
(Funding Unit)

And

Michigan Association of Public Employees
(MAPE)

Effective July 12, 2011 – December 31, 2013

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AGREEMENT

This Agreement entered into this 12th day of July, 2011 by and between 46th Circuit Trial Court including units 46-1 Crawford, 46-2 Kalkaska and 46-3 Otsego, hereinafter referred to as the "Court", and Michigan Association of Public Employees/MAPE, representing the 46th Circuit Trial Court Union, hereinafter referred to as the "Union".

By definition, "the Court" refers to the Court Administrator's office of the County the employee is assigned for matters of permissions and notifications.

ARTICLE I **PURPOSE AND INTENT**

WHEREAS, the general purpose and intent of the Agreement is to set forth terms and conditions of employment and to promote orderly and peaceful labor relations for the mutual interest of the Court, the employees and the Union.

WHEREAS, the parties recognize that the interests of the community and the job security of the employees depend upon the Court's success in establishing a proper service to the community. The parties recognize that the overall goals of the 46th Circuit Trial Court are to:

1. Enforce statutes and ordinances and resolve legal disputes in a way that assures due process, fair treatment, effective deterrence and justice to all citizens.
2. Provide the most timely resolution of matters brought before the Court in recognition of the fact that justice delayed is justice denied.
3. Create and maintain a feeling of respect and confidence in the Court system on the part of the citizens so that they support and assist the Court in its efforts.
4. Maximize to the extent possible the development and job satisfaction of Court employees so that the Court is able to accomplish its goals.
5. Provide efficient and effective probation services.

6. Create and maintain a feeling of confidence in and support for the Court on the part of other organizations within the criminal justice system and community.
7. Ensure that the taxpayers of the community receive the greatest benefit for the dollars expended for Court services.

WHEREAS, to these ends, the Court and the Union encourage, to the fullest degree, friendly and cooperative means of facilitating peaceful adjustment of all grievances which may arise from time to time between the Court and its employees and of promoting peaceful relations between the parties.

NOW THEREFORE, this Collective Bargaining Agreement describes the employment relationship between MAPE and the 46th Circuit Trial Court pursuant to Public Act 374, of 1996, Section 8271(6)(b), Chief Judge Rule MCR 8.110 and Administrative Orders in effect from the Michigan Supreme Court regarding intergovernmental relations between the Court, the Union and the Counties of Otsego, Kalkaska, and Crawford as the Funding Units.

ARTICLE II **RECOGNITION**

Section 1. In accordance with the Public Employment Relations Act (Act 336 of the public Acts of 1947, as amended), the Court recognizes the Union as the exclusive representative of all members of the bargaining unit for purposes of collective bargaining with respect to wages, hours and other terms and conditions of employment.

Section 2. The bargaining unit covered by this Agreement is defined as all full-time employees of the Court holding the following classifications:

46-1 CRAWFORD COUNTY
FOC legal Secretary/Account Specialist
Assignment Clerk/Juvenile Register
FOC Reimbursement Clerk/Probation Compliance Officer
FOC Case Manager
Probate Register
Juvenile Case Worker
Family Division Manager/Caseworker/Referee
Magistrate
FOC Supervisor

46-2 KALKASKA COUNTY

FOC Reimbursement Clerk
Deputy Court Clerk
FOC Legal Secretary/Account Specialist
FOC Case Manager
District Division Manager
Probate Register
Juvenile Case Worker
Probation Officer/Magistrate
FOC Supervisor

46-3 OTSEGO COUNTY

FOC Account Specialist
FOC Senior Account Specialist
FOC Legal Secretary
FOC Case Manager
Assignment Clerk/ADR/Collection Clerk
Probate Register
Juvenile Register
Juvenile Probation Officer
Juvenile Case Worker
Family Division Supervisor (Atty)
Family Division Supervisor (Non Atty)
Deputy Court Clerk
District Division Supervisor
Probation Officer
Probation Compliance Officer
Court Security Officer
Collections Clerk

Section 3. The Court will not aid, promote or finance any labor group organization which purports to engage in collective bargaining or make any agreement with any such group or organization which would violate any rights of the Union under this Agreement.

ARTICLE III
REPRESENTATION

Section 1. Employees in the bargaining unit shall be represented by the President, Secretary/Treasurer, Steward, or alternate Steward in the absence of the Steward. These representatives will be selected by the Union from bargaining unit members according to the Union's By-laws. The Court will

recognize only those Union representatives whose names have been submitted in writing to the Court Administrator.

Section 2. With prior approval of the Chief Judge or the Court Administrator, designated Union representatives shall be allowed time off without loss of pay to:

- (a) Attend contract negotiations meetings between the Court and members of the Union, which shall include the President and the steward from each County.
- (b) Prepare and transmit communications authorized by the local Union or its officers to Court officials as long as it does not disrupt court business.
- (c) Attend meetings as requested by the Chief Judge or Court Administrator.

Section 3. The Court agrees that representatives of the Michigan Association of Public Employees (MAPE) shall have access to the Court's premises during working hours to conduct Union-Management business provided prior approval has been granted by the Court. Upon arrival, Union representative will notify the office of the Court Administrator in person or by telephone. The Court agrees that representatives of MAPE may make telephone calls to members of the bargaining unit and receive telephone calls from members on the Court's telephone without notification to the Court. These telephone calls shall not disrupt the operations of the Court or result in overtime hours.

Section 4. Special conferences for important matters will be arranged between the Union President and the Presiding Judge and/or Court Administrator upon the request of either party. The Union shall be represented by the Union Steward or Alternate Steward and the President and no other Union member, unless requested by the Court. The Court shall be represented by the Court Administrator and/or the Presiding Judge. These conferences will be conducted by means of audio and/or video conferencing unless there are other means agreed to by the parties. These conferences may be attended by representatives of MAPE and by representatives of the Chief Judge. Arrangements for such conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in special conferences shall be confined to those included in the agenda. Conferences shall be held between

the hours of 9 a.m. and 4 p.m. The members of the Union shall not lose time nor pay for time spent in such special conferences. This special conference will be held within five (5) calendar days from the date of the request. Issues concerning health and safety, changes in work schedules or working arrangements may be the subject of a special conference.

ARTICLE IV **UNION SECURITY/SHOP**

Section 1. All members of the bargaining Unit are free to join, or not to join the Union.

Section 2. Present employees covered by this Agreement shall, as a condition of employment, either become members of the Union or pay the equivalent of the Union's regular monthly dues, referred to as a contribution toward the administration of this Agreement, to the Union of the duration of this Agreement, on or before the thirtieth (30th) day following the effective date of this Agreement.

- (a) Employees hired, rehired, reinstated or transferred into the bargaining unit after the effective date of this Agreement and covered by this Agreement shall, as a condition of employment, become members of the Union or pay the equivalent of the Union's regular monthly dues, referred to as a Service Fee, to the Union of the duration of this Agreement, on or before the thirtieth (30th) day following the beginning of their employment in the Unit.
- (b) An employee who shall tender the monthly dues required of a member or Service Charge shall be deemed to meet the conditions of this section. Employees who fail to comply with this requirement shall be discharged by the Court within thirty (30) days after the receipt of written notice to the Court from the Union.

Section 3. The Court shall cause the Counties of Crawford, Kankaska, and Otsego to deduct from the wages of an employee, monthly membership dues or service fees that are required, provided that the employee has signed the appropriate written authorization for such payroll deductions, using the dues check off form included as Exhibit 1 of this Agreement. Such authorization shall remain in effect until the employee gives the Court written notice of cancellation.

Section 4. The Court shall cause the Counties of Crawford, Kalkaska, and of Otsego to deduct the dues or service fees in the amount specified in writing by the Michigan Association of Public Employees or its designee.

Section 5. Monies so deducted shall be remitted to the Michigan Association of Public Employees, along with an alphabetical list of the names of the employees from whose pay deductions were made.

Section 6. The Union agrees to indemnify, save and hold harmless the Court and the Counties of Crawford, Kalkaska, and Otsego from any damages or other financial loss which the Court and the Counties may be required to pay, including but not limited to any attorney fees incurred, as a consequence of implementing the provisions of this Article.

ARTICLE V **UNION PRESIDENT**

Section 1. The Union President, or his or her designee, may be allowed up to thirty-two (32) hours in each calendar year, with pay, to attend conferences and seminars, subject to the operating needs of the Court and with the prior approval of the Chief Judge or Court Administrator. No more than one (1) member at a time shall be allowed time off to transact Union business or to attend conferences or seminars. All requests to attend conferences or seminars shall be made at least one (1) week in advance and shall specify how the representative may be contacted. Members of the union may use personal, vacation or comp time to attend union conferences and/or seminars.

ARTICLE VI **MANAGEMENT RIGHTS**

Section 1. Except as expressly modified or restricted by a specific provision of this Agreement, all statutory and inherent managerial rights, prerogatives and functions are retained and vested exclusively in the Court, including, but not limited to, the rights in accordance with its sole and exclusive judgment and discretion or as ordered by the Michigan Supreme Court: to reprimand, suspend, discharge or otherwise discipline employees for cause; to determine the number of employees to be employed; to hire employees, determine their qualifications and assign and direct their work; to promote, demote, transfer, lay off, recall to work and retire employees; to set the standards of productivity and of the services to be rendered; to determine the amount and forms of compensation for employees; to maintain the order and efficiency of its facilities and operations; to determine the personnel,

methods, means and facilities by which operations are conducted; to set the starting and quitting time and the number of hours and shifts to be worked; to determine the schedules of work; to determine and redetermine job content; to use independent contractors to perform work or services; to expand, reduce, alter, combine, transfer, assign or cease any job, department, operation or service; to control and regulate the user of machinery, facilities, equipment and other property of the Court; to introduce new or improved production and service, methods, materials, machinery and equipment; to determine the number, location and operation of departments, divisions, bureaus and all other units of the Court or its facilities; to issue, amend and revise policies, rules, regulations and practices; and to take whatever action is either necessary or advisable to determine, manage and fulfill the statutory obligations, responsibilities and mission of the Court and to direct the Court's employees; to make such reasonable rules and regulations not in conflict with this Agreement as it may from time to time deem best for the purposes of maintaining order, safety and/or effective operations, and after advance notice to the Union and the employees thereof, to require compliance therewith by employees. The Court's failure to exercise any right, prerogative or function hereby reserved to it or the Court's exercise of any such right, prerogative or function in a particular way shall not be considered a waiver of the Court's right to exercise such right, prerogative or function or preclude it from exercising the same in some other way not in conflict with the express provisions of this Agreement and the Court shall have all other rights and prerogatives, including those exercised unilaterally in the past, subject only to express restrictions on such rights, if any, as are provided in this Agreement.

ARTICLE VII **WORK STOPPAGE**

Section 1. No employee, Union member, or other agent of the Union shall call or cause any strike, work stoppage, or cessation of employment of any kind whatsoever, nor shall they participate in any strike, work stoppage, or cessation of work through the use of any method or legal proceeding.

Section 2. Quasi Judicial Officers. Quasi Judicial Officers (including Magistrates, Referees and Probate Registers) are not allowed to engage in any activities that violate Judicial Canons.

Section 3. Informational picketing shall not be allowed during regular work hours.

Section 4. The Employer agrees not to lock out employees.

ARTICLE VIII
GRIEVANCE PROCEDURE

Section 1. A grievance under this Agreement is a written dispute, claim or complaint arising under and during the term of this Agreement and filed by an authorized representative of the Union Executive Board, hereinafter "Steward". Grievances are limited to matters of interpretation or application of express provisions of this Agreement. The parties recognizing that an orderly grievance procedure is necessary, agree that each step must be adhered to as set forth herein or the grievance is forfeited.

All grievances must be filed within ten (10) working days after occurrence of the circumstances giving rise to the grievance, or when such knowledge of the occurrence could have been reasonably obtained, otherwise the right to file a grievance is forfeited and no grievance shall be deemed to exist. Time limits may be waived or extended by the mutual consent of the Court and the Union, in which case shall be reduced to writing.

Section 2. Prior to the grievance being reduced to writing the aggrieved employee shall first meet with the steward or in their absence the alternate steward and also the Court Administrator or in the absence of the Court Administrator the Presiding Judge in an attempt to settle the grievance.

If no satisfactory answer or disposition is received within ten (10) working days, the complaint shall be processed in the following manner:

STEP 1. The employee's Steward shall within ten (10) working days after occurrence of the circumstances giving rise to the grievance reduce the matter to written form stating all facts in detail and submit same to the Court Administrator. The Court Administrator or designated representative shall within ten (10) working days of receipt of the grievance provide a written answer to the grievance and return two copies to the Steward. If the matter is not satisfactorily settled or adjusted in this stage, the Steward shall then process the grievance as provided in Step 2.

STEP 2. Failing to resolve the issue in the first step, the Union shall within ten (10) working days of the Court Administrator's answer to the grievance contact the Chief Judge, and in the event of the absence of the Chief Judge, the Chief Judge Pro Tem, to arrange a meeting between the Union (the grievant, Steward and MAPE representative) and the Chief Judge (and Court Administrator) to discuss said grievance. In the event the Chief Judge is involved or recommends the discipline, this meeting shall be with another

Judge of the Court appointed by the Chief Judge. This meeting shall be scheduled at a mutually agreeable time, which time shall not exceed, however, ten (10) working days from the time the Union contacts the Chief Judge unless a longer time is mutually agreed upon. The Chief Judge shall issue a written answer to the grievance within ten (10) working days of the meeting with the Union and shall provide the Steward with two copies. The decision by the Chief Judge concerning all issues of discipline, demotion, discharge, or any type of disciplinary action shall be final and binding, on the Court, the Union, and any and all other Bargaining Unit Employees involved in the grievance. If the parties in this step are unable to resolve the grievances involving non-disciplinary grievances which are not excluded from arbitration, the matter may be submitted to arbitration as provided in Article IX.

Section 3. Any and all grievances resolved at any step of the grievance procedure as contained in this Agreement shall be final and binding on the Court, the Union and any and all unit employees involved in the particular grievance.

Section 4. Every effort shall be made to process grievances within the time prescribed in each step. The time limits may be extended by mutual agreement of the Court and the Union. Any non-disciplinary grievance upon which a disposition is not made by the Court within the time limits prescribed, or any extension which may be agreed to, may be submitted by the Union representative to arbitration subject to the provisions of Article IX of this agreement. Any grievance not carried to the next step by the Union within the prescribed time limits, or such extension which may be agreed to, shall be automatically closed upon the basis of the last disposition.

Section 5. The Court shall not be required to pay back wages for periods prior to the time a written grievance is filed, provided that, in the case of pay shortage which the employee had not been aware of before receiving his or her pay, any adjustments made shall be retroactive to the beginning of the affected pay period providing the employee files a grievance within ten (10) working days after receipt of such pay or knowledge of such pay shortage.

Section 6. When an employee is given a disciplinary discharge or layoff or a written reprimand and/or warning which is affixed to such employee's personnel record, the Steward 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 ten (10) working days from the time of presentation of the notice to the Steward.

Exception from arbitration: all matters concerning discipline and discharge are specifically excluded from the arbitration forum.

Section 7. All claims for back wages, including other forms of compensation, arising out of cases of discipline and discharge shall be limited to the amount of wages that the employee would otherwise have earned less any unemployment compensation or compensation for personal services that such employee may have received or could with diligent effort have received from any source during the period in question, except for those wages the employee was earning prior to being disciplined.

Section 8. The Court 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 such Steward's immediate supervisor to leave the Steward's work station and shall report back promptly when such Steward's part in the grievance adjustment has been completed.

Section 9. Any grievance submitted to arbitration by the Union shall first be reduced to a writing detailing the dispute at issue and the sections of the collective bargaining agreement alleged to have been violated and remedy requested.

Section 10. The arbitrator shall limit the decision strictly to the interpretation, application or enforcement of this Agreement.

ARTICLE IX **ARBITRATION**

Section 1. The Union may request arbitration of an unsettled grievance. If the Union decides arbitration, it must notify the Court in writing by providing a "Notice of Intent to Arbitrate" within thirty (30) working days of the day the written disposition was given under the last step of the grievance procedure provided for in this Agreement. In the event the Union fails to serve such written notice, the matter shall be considered as settled on the basis of the written disposition made in the last step of the grievance procedure.

After receipt of a Notice of Intent to Arbitrate, the parties shall attempt to agree on an arbitrator. If the parties are unable to so agree within ten (10) working days or within a longer period if mutually agreed upon, the Union may submit the matter to the American Arbitration Association requesting that an

arbitrator be selected with the assistance of the American Arbitration Association under the rules of the American Arbitration Association.

Section 2. The parties understand and agree that in making this Agreement they have resolved for its term all bargaining issues which were or which could have been made the subject of discussion. The arbitral forum here established is intended to resolve dispute between the parties only over the interpretation or application of the matters which are specifically covered in this Agreement and which are not excluded from arbitration.

Excluded from arbitration are grievances which question the exercise of rights set forth in Article VI of this Agreement, entitled "MANAGEMENT RIGHTS", or which question the use or application of any right over which the employer is given unilateral discretion in this Agreement.

Section 3. The arbitrator shall have no power to:

- (a) Add to, subtract from or modify any of the terms of this Agreement or any supplementary agreement, nor to rule on any matter except while this Agreement is in full force and effect between the parties, and the arbitrator shall limit his/her decision to strictly the interpretation, application and enforcement of this agreement;
- (b) Establish wage scale rates on new or changed jobs or to change any wage rate unless it is provided for in this Agreement;
- (c) Award interest; or
- (d) Require a retroactive wage adjustment in any other case.
- (e) Hear any grievance regarding discipline or discharge;

Section 4. In the event a grievance is appealed to an arbitrator and the arbitrator finds that he/she has no power to rule on such case, the matter shall be referred back to the parties without decision or recommendation on the merits of the grievance.

Section 5. The award of the arbitrator shall not be based on extra contractual matters not specifically incorporated in this Agreement, unless so stipulated otherwise on the record before the arbitrator by both the Union and the Court.

Section 6. The expenses of the arbitrator shall be shared equally by the parties. Each party shall make arrangements for and pay the expenses of witnesses that are called by them.

Section 7. The arbitrator's award shall be final and binding on the Employer, Union and employees, provided, however, that either party reserves the right to challenge an arbitrator's award if the arbitrator has exceeded his jurisdiction under this Agreement.

Section 8. It is specifically understood and agreed that past infractions of any work rule, regulation, duty, responsibility or policy, which were not known of by the Court Administrator, shall not be found to mitigate, in whole or in part, any discipline imposed by the Court for any current infraction of any work rule, regulation, duty responsibility, or policy.

ARTICLE X SUBCONTRACTING

Section 1. The parties recognize the responsibility of the Court to provide services to citizens in the most professional and economical fashion and recognize that in appropriate cases outside contractors may be employed to perform such services. The Court has the right to subcontract. Prior to the use of any outside contractors proposed to do Union work, the Court will discuss its intentions with the Union. In no event shall any employee who customarily performs the work in question be laid off or transferred as a direct result of work being performed by any outside contractor.

ARTICLE XI OUTSIDE EMPLOYMENT

Section 1. Employees may accept employment in addition to their work with the Court, provided such outside employment shall not:

- (a) Interfere with the efficient performance of the employee's duties;
- (b) Constitute a conflict of interest with the employee's duties;
- (c) Occur during the employee's regular work hours; and
- (d) Cast aspersion upon the integrity of the Court.

Section 2. Before performing any outside employment, employees shall provide written notification to the Court at least seven (7) working days in advance and inform the Court of the name and address of the other employer along with a brief description of the job duties that will be performed for the other employer. If the Court determines that secondary employment interferes with the employee's ability to perform his/her job with the Court, the employee will be required to terminate the secondary employment if he/she wishes to remain a Court employee.

ARTICLE XII
RATES FOR NEW CLASSIFICATIONS

Section 1. The rate of pay for any new classifications established by the Court within the bargaining unit covered by this Agreement shall be initially determined by the Court. In the event the Union disagrees with the rate of pay and the parties cannot reach agreement after discussing the matter, such dispute over the rate shall be submitted to an arbitrator for final resolution in accordance with the procedure for selecting an arbitrator as set forth in the grievance procedure.

ARTICLE XIII
PROBATIONARY EMPLOYEES AND SENIORITY

Section 1. Seniority – Initial Union seniority shall mean an employee's length of continuous unbroken service as a full-time permanent employee with Crawford, Kalkaska Otsego Counties and/or the Court, within or without the bargaining unit only for those employees on the payroll on December 13, 2006, measured in calendar days from the first date the employee actually worked for Crawford, Kalkaska, Otsego Counties and/or the Court on or after the employee's most recent date of hire, excluding unpaid leaves of absence of more than 10 days in a consecutive 12-month period, unless prohibited by law. ***For employees hired after December 13, 2006 there shall be no credit for prior service with any other employer.*** The Court and the Union understand that this first seniority list is used to establish the initial seniority roster of Union members as of December 13, 2006 when the Union was certified. This type of seniority shall be deemed **General Bargaining Unit Seniority**. Additionally, both parties understand that after this initial list is established, seniority is then based and maintained within each County (Crawford, Kalkaska, or Otsego) and not across county lines. This type of seniority shall be deemed **County Specific Bargaining Unit Seniority**. Seniority for purposes of bumping, layoff, recall, promotions and vacancies shall be based first upon **County Specific Bargaining Unit Seniority** and, in

case of a tie **General Bargaining Unit Seniority** shall be used as a tiebreaker. Pension benefits, accrual of vacation time, accrual of sick time and longevity pay shall be based on **General Bargaining Unit Seniority** and/or **County Specific Bargaining Unit Seniority**. If two or more employees have the same hire date, the last four digits of their Social Security Number shall be used in determining their respective positions on the Seniority List, with the employees having the lowest such four numbers being assigned first on the Seniority List. Seniority shall not accrue for probationary employees as described in Section 4 of this Article, until completion of the probationary period, at which time the employee shall possess seniority as defined in this Article.

Section 2. Job Classification Seniority - Job Classification Seniority shall mean an employee's length of continuous service as a full-time permanent employee in their current job classification, measured in calendar days from the first date the employee actually worked in that job classification on or after the employee's most recent date of hire. Job classification seniority shall not accrue to a probationary employee, as defined in Section 4 of this Article, until completion of the probationary period, at which time the employee shall possess seniority as defined in this Section. Wages and opportunities for *general* overtime within the employee's classification shall be determined by job classification seniority and the qualifications of the employee.

Section 3. Bumping - Bumping shall be allowed only within one County (not across county lines). Bumping is allowed within this definition to an equal to or lower classification based upon **County Specific Bargaining Unit Seniority and, in case of a tie General Bargaining Unit Seniority** and the ability to perform the work of the new classification if qualified, as determined by the Court Administrator. If an employee wants to bump as described in this Section, the employee must inform the Employer in writing within 3-days. There shall be a trial period for an employee allowed to bump of 20 work days. In the Court Administrator's sole discretion, if the re-assigned employee cannot perform the new job duties they shall then be laid off. The employee will not be able to bump into another position, i.e., only one (1) bump is permitted. Said employee shall assume the wage rate of the applicable wage grade within the lower or equal classification at that rate which is closest to their current pay. Bumping into a Judicial appointed position as defined in Article XV is prohibited.

Section 4. Probationary Period - Commencing with the first date the employee actually works following their most recent date of hire, all full-time employees shall serve a probationary period of twelve (12) calendar months uninterrupted by any type of service break, during which time they shall be

termed "*probationary employees.*" This twelve-month period shall be termed the "*probationary period.*" The Employer may extend the probationary employee' s probation for thirty (30) days with notice to the Union.

(a) Probationary employees' service with the employer may be terminated at any time by the employer in its sole discretion. Neither the employee so terminated nor the Union shall have recourse to the grievance procedure over such termination.

(b) During the probationary period, an employee shall not be eligible for employee benefits unless expressly provided in this Agreement. After an employee has successfully completed the probationary period of employment, such employee shall become a regular full-time employee, and seniority shall be retroactive to the employee's most recent date of hire by the Court.

Section 5. Loss of Seniority - An employee shall forfeit their seniority, including general bargaining unit seniority, county specific bargaining unit seniority and job classification seniority, under the following circumstances:

- (a) The employee retires or resigns;
- (b) The employee is terminated and the termination is not reversed through the grievance procedure;
- (c) The employee is absent three (3) consecutive working days without notifying the Court Administrator;
- (d) The employee fails to return to work within three (3) working days of the expiration of any type of leave of absence, other than Military Leave, without notifying the Court Administrator, unless a longer period of time to return is granted in this Agreement. Employees on a military leave of absence must report for work as prescribed by the Uniformed Services Employment and Reemployment Rights Act;
- (e) The employee fails to return to work within seven (7) days after being notified of recall from a layoff; or
- (f) The employee is laid off for a period, measured from the date of layoff, equal to the lesser of twelve (12) calendar months or the length of the employee's seniority.

Section 6. Seniority List - The Court Administrator in each county shall provide the Union President with an annually updated seniority list by job classification seniority and bargaining unit seniority. These lists shall be provided annually to the Union President between December 1st and December 15th. An employee's standing on any published list shall be final unless protested to the Court Administrator not later than thirty (30) calendar days following the date the list is provided to the Union President. No employee shall gain economic benefit because of an error in any seniority list.

Section 7. By definition, "the Court" refers to the Court Administrator's office of the County the employee is assigned.

ARTICLE XIV LAYOFFS AND RECALL

Section 1. When there is an indefinite reduction in the work force the following procedure shall govern layoffs:

- (a) Layoff Notice. The Court shall provide the employee(s) with fourteen (14) calendar day notices of layoff. Said notice shall be in writing.
- (b) Layoff-Temporary/Provisional Employees. Temporary, or provisional employees shall be laid off first, in any order the Court chooses.
- (c) Layoff-Probationary Employees. After all temporary and provisional employees shall be laid off, probationary employees shall be laid off by hire date, with those employees hired most recently laid off first.

Section 2. Recalls from a layoff shall be in reverse order of layoff. Employees who are being recalled have seven (7) work days from the date of notification by certified/registered mail to return to employment at the Court. During this time a provisional employee may be hired until the Union employee returns. If the Union employee fails to return during the seven (7) day period they shall forfeit their seniority and right to recall. A laid off employee shall be notified of the recall at the employee's last known address.

ARTICLE XV
PROMOTIONS AND VACANCIES

Section 1. In the event that a vacancy occurs in a classification covered by this Agreement and the Court determines to fill the vacancy, the vacancy shall be posted for a period of five (5) working days within the County where the vacancy occurs and the Union may post the vacancy notice at all other locations of the Court. The posting shall list the name of the vacant position and the qualifications for said position. Bargaining unit employees who wish to be considered to fill the vacancy may submit a letter of interest to the Court Administrator in the County where the vacancy exists within the posting period. The Court shall have the right to reject any applicant who does not meet the qualifications set forth in the posting.

Section 2. Promotions to any vacant position in the Court in Crawford, Kankaska, or Otsego Counties shall be offered to Court employees where the vacancy exists. The most senior employee in the county where the vacancy exists who meets the posted qualifications and demonstrates the ability to perform the work shall be appointed to the vacancy. If no employee of the Court in the County where the vacancy exists submits a letter of interest to the Court Administrator, or after the trial period is unable to perform the work, the Court may go to the Court employees in the other counties of the Court to fill the vacancy. If a Court employee in one of the other counties of the Court then fills the vacancy, their county specific bargaining unit seniority from their former position shall be applied to their general bargaining unit seniority.

Section 3. When an employee is promoted, the employee shall be given a probationary period of up to thirty calendar (30) days. If at any time during the probationary period the employee is found to be not qualified for the position and is not able to perform the work, or the employee decides they do not want the position, the employee shall be returned to their previous position. Employees filling vacancies or receiving promotions under this Article shall assume the wage rate to that step which provides them with an increase in pay in the new job classification.

Section 4. Promotions shall be at the sole discretion of the Court Administrator.

Section 5. Judicial appointments are at the sole discretion of the Judge. These appointments are: (1) Clerk of the Court; (2) Magistrate; (3) Probate Register; (4) Juvenile Register; (5) Juvenile Officer and (6) Referee.

Section 6. It is understood that each County may have different qualification standards for similar job descriptions.

ARTICLE XVI
REVIEW OF PERSONNEL RECORD BY EMPLOYEE

Section 1. The Court, upon written request which describes the personnel record, shall provide the employee with an opportunity to periodically review, not more than two (2) times in a calendar year, the employee's personnel record. The review shall take place at the Court.

Section 2. After the review, an employee may obtain a copy of the information or part of the information contained in the employee's personnel record. The Court may charge a fee for providing a copy of information contained in the personnel record. The fee shall be limited to the actual incremental cost of duplicating the information. If an employee demonstrates that he or she is unable to review his or her personnel record at the Court, then the employer, upon that employee's written request, shall mail a copy of the requested record to the employee.

Section 3. If there is a disagreement with information contained in a personnel record, removal or correction of that information may be mutually agreed upon by the Court and the employee. If an agreement is not reached, the employee may submit a written statement explaining the employee's position. The statement shall not exceed five (5) sheets of 8 ½-inch by 11-inch paper and shall be included when the information is divulged to a third party and as long as the original information is a part of the file.

Section 4. All banked time (vacation days, personal days and compensatory time) will be listed on employee pay stubs each pay period.

ARTICLE XVII
HOURS OF WORK

Section 1. The standard workday shall consist of seven and one half (7 1/2) hours a day, five (5) days per week, Monday through Friday. The standard workweek shall be thirty-seven and one half (37 1/2) hours per week.

Section 2. All employees' work hours shall be between the hours of 8:00 a.m. until 4:30 p.m. with a one-hour unpaid lunch break and two fifteen (15) minute rest breaks.

Section 3. No employee shall work any hours extending the seven and one half hour workday and/or the thirty-seven and one half hour workweek without authorization from the Court Administrator and/or the Judges.

Section 4. The Court reserves the right to deviate from the regular schedules of work in cases of emergency or to meet judicial requirements as approved by a Judge, Referee or Court Administrator. Cases of emergency shall be defined as an Act of God which cannot be foreseen by the Court, or an emergency declared by the Chief Judge and/or the Court Administrator.

Section 5. Flexible hours/schedules may be allowed with the express approval of the Court Administrator or his/her designee.

ARTICLE XVIII **PAY PERIODS**

Section 1. All full-time employees shall be paid through the current payday. Exceptions to regular time worked shall be paid and noted on subsequent paychecks.

Section 2. Upon termination of employment, employees shall receive a final settlement check from the Court within the payroll cycle of the funding unit.

Section 3. The Court retains the right to change the payroll periods; however, the Union does not give up its right to bargain over the effects of that change.

ARTICLE XIX **WAGES**

Section 1. Beginning on the Effective Date of this Agreement, the wage rates for job classifications in the bargaining unit shall be as set forth in the attached Appendix A provided herein.

Section 2. In any case where an employee is promoted to a classification with a higher pay range, the employee's new rate shall be set at the lowest step in the new pay range that shall result in an increase of at least 2% over the rate received immediately prior to such promotion.

Section 3. The Employer is vested with full discretion relative to placing an employee on a higher step of the contract wage grid.

Section 4. One employee, at the approval of the Court Administrator, may be certified as a Digital Recording Technician and will receive an additional \$.50 per hour for that certification. This amount is not included in the base wage for purposes of annual raise calculations.

Section 5. On-call family division juvenile officer and case workers will receive a stipend of \$16.50 per day when on-call (\$6,006 total annual expense to the court, divided based on the on-call schedule). The Juvenile Officer will provide back up to on-call family division caseworkers, if/when necessary. On-call hours worked while on-call are subject to the overtime/compensatory time provisions in Article XX. On-call magistrates supplement shall be \$3,415.00 annually paid equally over 26 pays.

Section 6. The Court will provide a cell phone reimbursement of \$30.00 per month to the Magistrates. Juvenile Officer and juvenile caseworkers receive cell phones to be utilized when on-call. Said cell phones are court property and are paid for by the Court.

ARTICLE XX

OVERTIME/COMPENSATORY TIME

Section 1.

- (a) Any hours worked extending the seven and one-half hour workday must be authorized by the Court Administrator and/or Chief Judge.
- (b) Overtime pay shall be at the rate of one and one-half (1 1/2) times the employee's regular hourly rate. Employees ordered to work on a designated Court holiday shall be paid double-time the employee's regular hourly rate. Employees may elect to have their overtime in pay or in compensatory time. Employees can only have up to 75 hours compensatory time accrued in their compensatory bank at any given time.
- (c) Overtime shall be paid for all hours worked over forty (40) in the regular workweek. Overtime pay shall only be paid for Saturday or Sunday work if employees have worked full time each scheduled workday, Monday through Friday. Approved paid time off shall not be counted as time worked for purposes of payment of overtime.

Section 2. Employees accepting overtime must accept all hours offered, unless the Court and employee agree otherwise.

Section 3. Overtime pay shall not be pyramided, compounded or paid twice for the same hours worked.

ARTICLE XXI
HEALTH INSURANCE BENEFITS

Section 1. The County where the employee works shall provide hospitalization-medical coverage for permanent full-time employees, spouses, and dependent children under twenty-seven (27) years of age or as provided by law. The plan provided shall be the Blue Cross/Blue Shield Community Blue Option 3-Plan, with \$20 Doctor and \$20 Chiropractic office visit co-pay, \$250/\$500 deductible and with a prescription drug rider. The County/Court is not at fault if the coverage is dropped by Blue Cross or any vendor for lack of participation. Employees will have the option to "Buy Up" to Blue Cross Blue Shield PPO Option 1-PPO. The cost of the Buy Up will be the difference between the PPO1 and PPO3 illustrated rates. All costs of the Buy Up will be by pre-tax payroll deduction.

Beginning on the effective start date of this Agreement, the Employer will pay 90% of Blue Cross Community Blue Option 3-PPO; Rx coverage: generic: \$10.00 co-pay, brand: \$40.00 co-pay, non-preferred brand: \$80.00 co-pay. Employee will pay 10% of the illustrative rate for all the above coverages by pre-tax payroll deduction.

If an employee chooses to "Buy Up" to Blue Cross Blue Shield Option 1-PPO, they will be responsible for the buy up cost between the PPO1 and PPO3 Plans in addition to the required employee cost share (2011 -10%, 2012 - 15%, 2013 - 20%) of the PPO3, \$10/40/80 Closed Formulary Rx, Delta Dental and Blue Cross VSP 12/12/12 illustrated rates. The cost will be deducted by pre-tax payroll deduction.

An employee shall become eligible for medical and hospitalization insurance in the first insurance billing period after the employee's date of hire.

Employer reserves the right to use third party administrators, wraps, employee reimbursement programs and any other means available to deliver the equivalent coverage of the core plan at reduced costs.

The Employer reserves the right to select and/or change all insurance carriers, provided the level of benefits remains substantially the same.

Beginning on January 1, 2012, the doctor and chiropractic office visit co-pay will increase to \$25 and the Employer will pay 85% of the plan with the employee paying 15% of the illustrative rate through pre-tax payroll deduction.

Beginning on January 1, 2013, the Employer will pay 80% of the plan with the employee paying 20% of the illustrative rate through pre-tax payroll deduction.

Section 2. Employees are eligible to participate in these Plans at the shared expense of the County/Court. The employee's eligible family members will include the employee's spouse and/or dependent children under the legal age of twenty seven (27) per The Patient Protection and Affordable Care Act.

Section 3. The prescription drug rider for the Community Blue Plan 3 shall be \$10.00 co-pay for generic drugs , \$40.00 co-pay for brand name drugs and \$80.00 co-pay for non-preferred drugs. All prescriptions shall be filled with generic drugs unless the physician directs the prescription to be "Dispensed As Written."

Section 4. Employees shall be allowed, during the open enrollment period for the Court where they are employed, to select a different health care option provided by that Court.

Section 5. Health coverage terminates on the last day of employment. Employees who retire may purchase retiree suffix health insurance through the employer paid 100% by the retiree.

Section 6. Full-time employees who are on the active payroll of the County/Court, and who are covered under a health care plan offered by an employer other than the County of Otsego, can establish such coverage, shall be eligible to opt out of the coverage provided by the Counties. Employees who opt out of the coverage provided by the Counties shall receive from the County where they work an annual opt out payment of two thousand (\$2,000.00) dollars to be paid quarterly.

Non-participants will provide proof of coverage(s) from another source and are subject to carrier rules regarding re-entry into the Employee Sponsored plan(s). Employees that are covered under the Employer's plan through a

spouse that also works at the County/Court are not eligible for the annual Medical Care Opt out stipend.

ARTICLE XXII
DENTAL BENEFITS

Section 1. The County where the employee is employed shall provide dental insurance through Delta Dental (100/75/50/50 - \$1,000 w/ortho).

Beginning on the effective start date of this Agreement, the Employer will pay 90% of Delta Dental (100/75/50/50 - \$1,000 w/ortho). Employee will pay 10% of the illustrative rate for all the above coverage by pre-tax payroll deduction.

Beginning on January 1, 2012, the employer will pay 85% of Dental Dental and the employee will be 15% of the illustrative rate by pre-tax payroll deduction.

Beginning on January 1, 2013, the employer will pay 80% of Dental Dental and the employee will be 20% of the illustrative rate by pre-tax payroll deduction.

Section 2. Employees are eligible to participate in these Plans at the shared expense of the County/Court. The Employee's eligible family members will include the employee's spouse and/or dependent children under the legal age of twenty-seven (27) or as required by law.

Section 3. An employee shall become eligible for dental insurance in the first insurance billing period after the Employee's date of hire.

Section 4. Dental coverage terminates on the last day of employment.

Section 5. Please refer to Appendix B "Benefits at a Glance" statements from Blue Cross Blue Shield.

ARTICLE XXIII
OPTICAL BENEFITS

Section 1. The County where the employee is employed will provide employees with vision coverage under the Blue Cross Blue Shield Vision Service Plan (VSP) 12-12-12.

Beginning on the effective date of this agreement, the Employer will pay 90% of Blue Cross Blue Shield Vision Service Plan (VSP) 12-12-12. Employee will pay 10% of the illustrative rate for all the above coverage by pre-tax payroll deduction.

Beginning on January 1, 2012, the Employer will pay 85% of Blue Cross Blue Shield Vision Service Plan (VSP) 12-12-12. Employee will pay 15% of the illustrative rate for all the above coverage by pre-tax payroll deduction.

Beginning on January 1, 2013, the Employer will pay 80% of Blue Cross Blue Shield Vision Service Plan (VSP) 12-12-12. Employee will pay 20% of the illustrative rate for all the above coverage by pre-tax payroll deduction.

Section 2. Employees are eligible to participate in these Plans at the shared expense of the County/Court. The Employee's eligible family members will include the employee's spouse and/or dependent children under the legal age of twenty-seven (27) or as required by law.

Section 3. An employee shall become eligible for vision insurance in the first insurance billing period after the Employee's date of hire.

Section 4. Vision coverage terminates on the last day of employment.

Section 5. Please refer to Appendix B "Benefits at a Glance" statements from Vision Service Plan for further information regarding vision benefits.

ARTICLE XXIV **LIFE INSURANCE BENEFITS**

Section 1. The County where the employee is employed agrees to pay the full costs of the premium for each employee for the program of life, accident and indemnity insurance in effect at the time of this Agreement, which provides life insurance, accidental death and dismemberment and loss of sight insurance. The value of said policy shall be \$20,000.

Section 2. If a permanent employee is laid off, the employee will be given the option to convert to a personal life insurance policy per policy guidelines.

ARTICLE XXV
SICKNESS AND ACCIDENT BENEFIT

Section 1. The County where the employee works shall obtain and pay the required premiums for short-term disability insurance (STD) for full time employees covered by this Agreement. This coverage shall become effective the 1st of the month coinciding with or following the date of hire with the Employer. Employees who are eligible under the insurer's regulations shall receive from the Employer's insurance carrier weekly indemnity payments consisting of 66 2/3 % of their normal weekly straight-time wages, up to a maximum of five hundred dollars (\$500.00) weekly. STD benefits shall be payable from the first (1st) day of disability due to accident or hospitalization and the eighth (8th) day of sickness, for a period not to exceed twenty-six (26) weeks for any one (1) period of disability. Employees are not entitled to this benefit for any disability for which they may be entitled to indemnity or compensation under a retirement plan, Social Security Act, or any workers' compensation. Employees may supplement their STD indemnity payments with accrued paid time off (vacation, personal, compensatory) in order to receive their regular weekly pay.

ARTICLE XXVI
PENSION PROGRAM

Section 1. The County/Court shall meet all requirements of Act 427 of Public Acts of Michigan of 1984, as amended, and as negotiated and implemented. For employees hired prior to June 1, 2011, the Pension Program shall consist of a plan offered by the Michigan Employees Retirement System (MERS), defined as follows: B-3, 80% Maximum Benefit, NRA-60, V-10, FAC-5, and all years of past service paid for by the County where the employee works. Employees hired on or after June 1, 2011, will be enrolled in the MERS Hybrid Plan with the following provisions: DB - 1.25%, NRA-60, FAC-3, V-6 - DB portion funded by employer, DC - 1% employer contribution, 1%, 2%, or 3% employee contribution, vesting for DC as follows: 3 years - 25%, 4 years - 50%, 5 years - 75%, 6 years - 100%. Employee contribution will be payable by employee payroll deduction each pay period.

As of January 1, 2012, employees hired prior to June 1, 2011, will contribute 1% of gross wages to the MERS pension plan payable by employee payroll deduction each pay period.

ARTICLE XXVII
DEFERRED COMPENSATION

Section 1. Employees shall be allowed to continue to participate in the County of Otsego 457 Deferred Compensation Plan.

ARTICLE XXVIII
FAMILY AND MEDICAL LEAVE

Section 1. Family Medical Leave Act. Employees shall be entitled to a leave of absence in compliance with the Federal Family and Medical Leave Act. Such leave shall be granted in the event that a family emergency arises requiring the employee to attend to a seriously ill child, spouse, parent or to a newborn infant or if due to their own serious injury or illness.

Section 2. Eligibility. To be eligible for family and medical leave, the employee must have been employed by the Court for at least one (1) year, and must have worked for at least 1,250 hours during the preceding twelve (12) month period. Except for those employees designated as "highly compensated employees", employees shall be returned to their same or to an equivalent position to which they were assigned prior to the leave.

The parties agree to comply with the Family Medical Leave Act. It is further agreed that the Employer may require the exhaustion of all paid leave prior to taking unpaid leave, except for two (2) personal leave days which may be retained at the employee's option.

Section 3. Reasons for Taking FMLA Leave. Employees who meet the time and service requirements stated in Section 2 shall be granted family or medical leave consisting of appropriate paid leave and unpaid leave for a period of up to twelve (12) weeks during a twelve-month period for the following qualifying events:

- (a) The birth of the employee's child;
- (b) The placement of a child with the employee for adoption or foster care;
- (c) To care for a spouse, child or parent who has a serious health condition; or

- (d) A serious health condition that renders the employee incapable of performing the functions of the employee's job.
- (e) "Any qualifying exigency" arising out of the fact that a spouse, son, daughter, or parent of the employee is on active duty or has been notified of an impending call to active military duty status in support of a contingency operation.

Furthermore, up to twenty six (26) weeks in a single twelve month period for the following qualifying event:

- (a) An eligible employee who is the spouse, son, daughter, parent, or next of kin of a covered service member who is recovering from a serious illness or injury sustained in the line of duty on active military duty. The eligible employee is entitled to a combined total of twenty-six (26) weeks of all types of FMLA leave.

The entitlement to leave shall expire twelve (12) months from the date of the qualifying event. A rolling twelve (12) month period shall be used, measuring backwards from the date an employee uses any leave under this Article. Consecutive twelve (12) week leave periods from one twelve (12) month period to another shall not be permitted.

Section 4. Advance Notice and Medical Certification. In all cases, the employee requesting leave must complete an Application for Family and Medical Leave and return it to the Court Administrator for approval. The completed application must state the reason for the leave, the starting date for the leave, and the expected ending date of the leave. The employee is required to provide advance leave notice and medical certification should an employee desire to use FMLA. FMLA leave may be denied if the notice and certification requirements are not met. The requirements are as follows:

The employee must ordinarily provide 30 days advance notice when the leave is "foreseeable."

If 30 days notice is not practical, taking into account all facts and circumstances in the individual case, then notice must be given within 1 or 2 business days of when the need for leave becomes known to the employee.

A Medical Certification Statement completed by a health care provider must accompany an application for leave based on the serious health

condition of the employee. If the employee has a serious health condition, the certification must state that the employee cannot perform the functions of the employee's job. The certification must state the date on which the health condition commenced, the probable duration of the condition, and the appropriate medical facts regarding the condition. The Court Administrator, or his/her designated benefits manager, may require an employee to obtain a second medical opinion at Court expense from a County/Court authorized physician.

If the leave is to care for a spouse, child or parent, the Medical Certification statement shall estimate the amount of time the employee's assistance shall be needed.

All medical certifications shall be submitted directly to the Court Administrator, or his/her appointed designated benefits manager, who shall maintain the certifications in a confidential file in compliance with HIPAA.

Medical treatment must be scheduled so as to minimize the loss of work time. Appointments scheduled during work hours must have written verification from the provider of the health care service that such provider does not offer appointment hours which do not conflict with the employees shift hours and does not offer Saturday hours.

Section 5. Benefits. Benefits of FMLA leave include:

- (a) During a period of leave under this Article, an employee currently enrolled in the Court/County hospitalization/medical insurance plan shall be retained under the same conditions that applied prior to the commencement of the leave. The employee shall continue to make all contributions that were required of the employee prior to taking leave. Payments shall be made each pay period. Failure of the employee to make the required payments shall result in loss of coverage retroactive to the paid to date.
- (b) Employees will be returned to their original or equivalent position upon return from FMLA leave.
- (c) Employees paid for time off, such as personal leave and vacation time, will be charged for FMLA leave pursuant to the statutory option granted to the employer.

- (d) Accrued benefit time, no matter when earned, will be charged for FMLA leave time taken.
- (e) The FMLA does not require that an employee actually ask for FMLA leave in order for the employer to be permitted to charge paid time off programs if the purpose for the leave program is a purpose contemplated by law.
- (f) Because FMLA leave time is otherwise unpaid, benefit time on family and medical leave does not accrue except as may be required under applicable collective bargaining agreements.
- (g) FMLA leave will be based on a rolling twelve (12) month period.
- (h) If the employee terminates employment while on Family Medical Leave for any reason other than death of the employee, the employee's termination date will be the date Family Leave began.

Section 6. Attendance Rules. Absences permitted by the FMLA will not be counted under the policy as absence incidents.

Section 7. Notice of Employer Expectations and Obligations of Employee:

1. Paid and unpaid leave pursuant to the FMLA will be counted against the employee's FMLA leave entitlement.
2. An employee must furnish to the employer medical certification of necessity for the leave within 15 days of any request for FMLA leave. If the medical certification is found to be incomplete or insufficient, the employer will notify the employee, in writing, of the additional information that is necessary and allow 7 calendar days to cure the deficiency. In the case of foreseeable leave failure to provide medical certification will cause the leave to be denied until the required certification is provided. When the need for FMLA leave is not foreseeable, certification must be provided at least 15 days after the employee gives notice of the need for the leave as soon as practical under the facts and circumstances requiring the leave.

3. The employer requires the exhaustion of all paid leave prior to taking unpaid leave except for two (2) personal leave days which may be retained at the employee's option.
4. If the employee has an obligation to pay part of that employee's health care premiums as of the time of the FMLA leave, the employee must make provisions with the Payroll Department to continue such payments during the leave.
5. Employees shall complete the form Notice of Intention to Return From Leave prior to the employee's return to active status. Employees returning to work following leave due to the employee's own serious health condition shall submit medical evidence of ability to return to work, at full capacity as defined in their job descriptions and may be examined by a physician authorized by the Court Administrator, or his/her designated benefits manager, for confirmation of fitness for duty, paid for by the Court, if the Court deems necessary. This notification shall be submitted at least five (5) business days prior to the employee's planned return to work.
6. Should an employee on FMLA leave decide not to return to work for reasons other than the death of the employee, the employer is entitled to recover its share of health plan premiums paid by the employer during such period of FMLA leave subject to certain exceptions.

The Court Administrator, or his/her designated benefits manager, will provide an employee requesting FMLA leave with written notice detailing the specific expectations and obligations of the employee and explaining any consequences of a failure to meet these objectives. The employee will be provided with a Family Medical Leave Fact Sheet and the required forms for medical certifications. The Court Administrator, or his/her designated benefits manager, will answer all questions regarding FMLA leave rights, duties, and obligations of the employee.

At the time of ratification, the FMLA Act is interpreted as stated above. However, the Union and Employer agree that we will comply with the requirements of the Family Medical Leave Act if/when it is amended or re-interpreted without requiring changes to the current contract.

ARTICLE XXIX
HOLIDAYS

Section 1. Employees shall be granted time off with pay for the following holidays or days designated for the legal observance of these holidays:

- New Year's Day
- Martin Luther King Day
- Presidents' Day
- Good Friday
- Memorial Day
- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving Day
- The day after Thanksgiving Day
- Christmas Eve
- Christmas Day
- New Year's Eve

Section 2. Holiday Pay. Holiday pay shall be at straight time. Unless on approved leave or for sickness of the employee, no employee shall receive holiday pay unless the employee has worked the regularly scheduled day before the holiday and the regularly scheduled day after the holiday.

ARTICLE XXX
VACATIONS

Section 1. All employees who have completed their probationary period with the Court shall be entitled to take vacation days, with pay, according to the provisions contained in this Article.

Section 2. Each regular full-time employee shall earn vacation time as follows:

Base Time

From start date up to and including 5 years of service	10 days
From 6 years and up to and including 10 years of service	15 days
From 11 years of service and up	20 days

**Employees, who at the time of contract ratification, accrue more vacation time, based on their years of service, than the above schedule allows shall be grandfathered at that accrual, until they qualify for additional vacation time.*

This would also apply to employees who, at ratification, earn more than (20) days of vacation time.

Vacation time will be credited to the employee's bank on a bi-weekly basis. Employees can only have up to their base vacation accrued in their vacation bank at any one time and they may not use more than what is currently in their vacation bank. The intent is to encourage employees to utilize vacation earned in the year earned if possible.

Department supervisors must submit their vacation requests not exceeding five (5) consecutive days, at least 24 hours in advance to the Court Administrator, or his/her designee. Department employees must submit their vacation requests not exceeding five (5) consecutive days at least 24 hours in advance to their department supervisor for approval. The department supervisor must take into consideration the efficiency of the operation of the department and the wishes of the employee. Vacation time requested for six (6) or more consecutive days would require a two week notice.

Requests for unpaid vacation leave will be considered after an employee has exhausted all time in their vacation, compensatory, and personal banks. Requests for unpaid vacation leave are subject to the same provisions and approval process as regular paid vacation leave requests.

All regular full-time employees having accumulated regular vacation time credit shall not be paid in lieu of vacation, unless employment is terminated. Employees leaving Court employment shall be compensated for vacation time accrued to the date of separation.

Section 3. Holidays that fall during a scheduled vacation shall not count against the number of vacation days used by the employee.

Section 4. Upon termination of employment due to resignation, death, retirement, layoff or dismissal, an employee shall be compensated in wages for all unused vacation leave accrued by the employee through date of termination.

ARTICLE XXXI
PERSONAL LEAVE

Section 1. Every January, full time employees within this bargaining unit shall be credited with fifty-two and one half (52.5) personal leave hours. This personal time may be used for illness or personal reasons. If an eligible employee begins employment mid-year, personal leave hours will be pro-rated based on their date of hire.

Section 2. All hours remaining at the end of the year will be deleted and a new bank of hours will be allotted every January.

Section 3. Twenty-Four (24) hours shall be required for personal days. However, any employee who finds it necessary to be absent from his or her work shift due to illness shall notify the Court Administrator, or his/her designee, by telephone prior to the beginning of that duty shift.

Section 4. Verification of Illness/Injury.

- (a) Any employee absent three (3) consecutive workdays due to the employee's claimed illness/injury, if requested, shall furnish to the Court a written verification from the doctor verifying:
 - (1) That the employee saw the doctor;
 - (2) That the employee was sick, injured or disabled; and,
 - (3) As a result, the employee was unable to report for work.

- (b) The Court reserves the right to have any employee absent due to the employee's claimed illness/injury examined by the doctor of the Court's choice, at the Court's expense.

The term "doctor" as used in this Article shall mean medical doctor (M.D.) or doctor of osteopathy (D.O.).

Section 5. Increments of Personal Leave. Personal leave may be used in fifteen (15) minute increments, hours, or a seven and one-half hour day.

Section 6. Personal Leave Payout Upon Separation. Personal leave hours are not paid out at time of termination, retirement, or death.

ARTICLE XXXII
FUNERAL LEAVE

Section 1. An employee shall be allowed five (5) consecutive work days as funeral leave not to be deducted from vacation or personal leave for the death of the employee's mother, father, current spouse, son or daughter, and four (4) consecutive work days for the death of the employee's mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparents, brother, sister, grandchildren, or a member of the employee's household. Employees will be compensated at their straight time rate of pay for actual scheduled workdays missed. An employee may be granted 1 unpaid funeral leave day to attend the funeral of a close friend, a distant relative, or another County employee. An employee may elect in lieu of unpaid time to use accrued paid time (vacation, personal, or compensatory).

ARTICLE XXXIII
EMPLOYEE ASSISTANCE PROGRAM BENEFITS

Section 1. The Court shall provide to all full-time employees the same employee assistance program benefits, if any, as the Counties of Crawford, Kankaska, and Otsego provides to its full-time employees based on the County you are paid from.

ARTICLE XXXIV
MILITARY LEAVE

Section 1. Any employee on the seniority list inducted into the armed forces of the United States within the meaning of the Selective Service Act of 1967 (herein called "the Act") or a similar federal law in the time of national emergency, who, within the meaning of the Act, satisfactorily completes his/her period of service, shall upon termination of such service and consistent with such Act, be re-employed in line with such employee's seniority at the then current rate for such work, provided:

- (a) The employee has not been dishonorably discharged from such service;
- (b) The employee is physically able in the opinion of the Court's doctor to perform the work in the classification the employee was in at the time of induction; and,

- (c) The employee reports for work as prescribed by the Uniformed Services Employment and Reemployment Rights Act.

Section 2. It is not the intent of the parties hereto to require that the Court provide any right or assume any duties or obligations, monetary or otherwise, other than those rights, duties and obligations specifically set forth in the Act and any other applicable federal laws.

ARTICLE XXXV
JURY DUTY

Section 1. Regular full-time employees shall be granted a leave of absence with pay for jury duty but not to exceed the term of the jury for which called. Before being entitled to receive leave with pay for jury duty, an employee must give the Court prior notice that such employee has been summoned for jury duty and must furnish satisfactory evidence that jury duty was performed on the days for which payment is claimed. The employee shall sign over to the County where the employee works for the 46th Circuit Trial Court the monies received for jury duty (exclusive of mileage) during the jury term.

ARTICLE XXXVI
WORKER'S COMPENSATION INSURANCE

Section 1. The Court shall provide Worker's Compensation Insurance for all employees as required by Michigan State Law.

ARTICLE XXXVII
ACCIDENTS AND REPORTS

Section 1. Any employee involved in an accident shall immediately report said accident and any physical injury sustained. When required by the Court, the employee, before starting his/her next shift, shall make out an accident report, in writing, on forms furnished by the Court, and shall turn in all available names and addresses of witnesses to any accidents. The report shall be filed in the County where the accident occurred and with the Court Administrator in the County where the employee works. Failure to comply with this provision shall subject such employee to disciplinary action by the Court.

ARTICLE XXXVIII
POLICY AGAINST HARASSMENT

Section 1. Sexual, ethnic, racial or religious harassment, or harassment based upon any other constitutionally protected classification shall not be tolerated by the Court. Physical or verbal actions that have the purpose or effect of creating a hostile, offensive or intimidating working environment or have an ethnic, racial, religious or sexual basis or are based solely on some other constitutionally protected classification shall constitute harassment under this policy.

Section 2. The Court shall take affirmative action to prevent incidents of harassment from occurring and to address incidents of harassment that do occur. The Court shall investigate all complaints and incidents on a case-by-case basis.

Section 3. All persons who violate this policy shall be subject to disciplinary procedures up to and including discharge.

Section 4. All incidents of harassment shall be reported to the Court Administrator in the County of the alleged harassment and with the Court Administrator where the employee works. If the Court Administrator is responsible for the harassment, the harassment shall be reported to the Presiding Judge. All incidents shall be reported in writing on the appropriate Report of Violation form, and signed and dated by the person(s) reporting the incident. The Court Administrator or Presiding Judge shall sign said form and deliver a photocopy to the aggrieved party and the Union.

Section 5. All investigations into a reported incident of harassment shall be conducted in a confidential manner to the fullest extent possible. In cases of harassment resulting in discipline of bargaining unit employees, the Union shall be provided a copy of the Court's investigation. The Court shall not tolerate any form of retaliation in connection with a complaint filed pursuant to this policy. All persons who retaliate against an employee who files a harassment complaint shall be subject to discipline up to and including discharge.

ARTICLE XXXIX
WAIVER

Section 1. The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to

make demands and proposals with respect to any subject or matter not removed by law from the areas of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the employer and the Union for the life of this Agreement each voluntarily and unqualifiedly waives the right and agrees that the other shall not be obliged to bargain collectively with respect to any subject or matter referred to or covered in this Agreement or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both parties at the time that they negotiated or signed this Agreement.

ARTICLE XL
SEVERABILITY AND SAVINGS CLAUSE

Section 1. If any Article or Section of this Agreement or any riders thereto should be held invalid by operation of law or by a tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section of this Agreement should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement and of any rider thereto or the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid, or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

Section 2. In the event that any Article or Section is held invalid or enforcement of or compliance with has been restrained as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations upon the request of the Union for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint. If the parties do not agree on a mutually satisfactory replacement, either party shall be permitted all legal recourse in support of its demands, notwithstanding any provision in this contract to the contrary.

ARTICLE XLI
DURATION AND TERMINATION OF AGREEMENT

Section 1. This Agreement shall be in full force and effect from July 12, 2011 to and including December 31, 2013 and shall continue in full force and effect from year to year thereafter unless written notice of desire to cancel or terminate this Agreement is served by either party upon the other at least sixty (60) days prior to the date of expiration.

Section 2. It is further provided that, where no such cancellation or termination notice is served and the parties desire to continue said Agreement but also desire to negotiate changes or revisions in Agreement, either party may serve the other notice at least sixty (60) days prior to December 31, 2013, or any subsequent contract year, advising that such party desires to continue this Agreement but also desires to revise or change terms or conditions of such Agreement. The respective parties shall be permitted all lawful economic recourse to support their request for revisions if the parties fail to agree thereon.

Section 3. It is understood and agreed between the parties that negotiations for a renewal Agreement to this Agreement, upon timely request, shall commence not later than sixty (60) days prior to the expiration of this Agreement.

[Signature] 7-12-11
Hon. Patricia A. Morse Date
Chief Judge
87-A District Court

[Signature] 7/8/11
Ron Palmquist Date
Business Agent
MAPE

[Signature] 7/8/11
Hon. Janet M. Allen Date
Chief Judge
46th Circuit Court

[Signature] 7/8/11
Regina Theriault Date
Bargaining Unit President
MAPE

[Signature] 7-8-11
Hon. Michael K. Cooper Date
Chief Judge
Otsego County Probate Court

[Signature] 7/8/11
Tammy Pickelmann Date
Steward
MAPE

[Signature] 7-8-11
Victoria A. Courterier Date
Trial Court Administrator

[Signature] 7/12/11
Paul Liss Date
Commissioner
Otsego County

[Signature] 7/12/11
John M. Burt Date
County Administrator
Otsego County

APPENDIX A
WAGE SCHEDULE

A one-time lump sum and off scale payment of \$250.00 will be paid to each active unit employee to be paid after ratification.

Beginning on the effective date of the Agreement, the following wage schedule shall apply to members of the bargaining unit:

Effective 1/1/2009

	<u>START</u>	<u>1 YR</u>	<u>2 YR</u>	<u>3 YR</u>	<u>4 YR</u>
FOC Account Specialist	12.08	12.60	13.12	13.64	14.17
FOC Senior Account Specialist	14.20	14.81	15.48	16.07	16.68
FOC Legal Secretary	14.20	14.81	15.48	16.07	16.68
FOC Case Manager	14.33	14.94	15.56	16.17	17.06
Assignment/ADR/Collection Clerk	12.08	12.60	13.12	13.64	14.17
Probate Register	15.81	16.56	17.31	18.07	18.82
Juvenile Probation Officer	15.81	16.56	17.31	18.07	18.82
Juvenile Register	13.76	14.39	15.01	15.64	16.26
Juvenile Case Worker	14.33	14.94	15.56	16.17	16.81
Family Division Supervisor (Atty)	19.30	20.05	20.80	21.54	22.31
Family Division Supervisor (Non Atty)	15.94	16.69	17.43	18.19	18.55
Deputy Court Clerk	12.08	12.60	13.12	13.64	14.17
District Division Supervisor	15.94	16.69	17.43	18.19	18.55
Probation Officer	15.81	16.56	17.31	18.07	18.82
Probation Compliance Officer	12.08	12.60	13.12	13.64	14.17
Court Security Officer	12.08	12.60	13.12	13.64	14.17
Collections Clerk	12.08	12.60	13.12	13.64	14.17

APPENDIX B

BENEFIT AT A GLANCES

MEDICAL

RX

DENTAL

VISION

Community BlueSM PPO – Plan 3 (Base)
Benefits-at-a-Glance 2011
Otsego County Judicial System



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.

In-network

Out-of-network**

Member's responsibility (deductibles, copays and dollar maximums)

Deductibles	\$250 for one member, \$500 for the family (when two or more members are covered under your contract) each calendar year Note: Deductible may be waived if service is performed in a PPO physicians's office.	\$500 for one member, \$1,000 for the family (when two or more members are covered under your contract) each calendar year Note: Out-of-network deductible amounts also apply toward the in-network deductible.
Copays		
• Fixed dollar copays	• \$10 copay for office visits • \$50 copay for emergency room visits	\$50 copay for emergency room visits
• Percent copays	• 50% of approved amount for private duty nursing • 20% of approved amount for most other covered services (copay waived if service is performed in a PPO physician's office)	• 50% of approved amount for private duty nursing • 40% of approved amount for most other covered services
Percent copays – excludes mental health care, substance abuse treatment and private duty nursing copays	\$1,000 for one member, \$2,000 for two or more members each calendar year	\$3,000 for one member, \$6,000 for two or more members each calendar year Note: Out-of-network copays also apply toward the in-network maximum.
Dollar maximums	None	

Preventive care services

Health maintenance exam – includes chest x-ray, EKG, cholesterol screening and other select lab procedures	100% (no deductible or copay), one per member per calendar year	Not covered
Gynecological exam	100% (no deductible or copay), one per member per calendar year	Not covered
Pap smear screening – laboratory and pathology services	100% (no deductible or copay), one per member per calendar year	Not covered
Well-baby and child care visits	100% (no deductible or copay) • 6 visits, birth through 12 months • 6 visits, 13 months through 23 months • 6 visits, 24 months through 35 months • 2 visits, 36 months through 47 months • Visits beyond 47 months are limited to one per member per calendar year under the health maintenance exam benefit	Not covered
Adult and childhood preventive services and immunizations as recommended by the USPSTF, ACIP, HRSA or other sources as recognized by BCBSM that are in compliance with the provisions of the Patient Protection and Affordable Care Act.	100% (no deductible or copay)	Not covered
Fecal occult blood screening	100% (no deductible or copay), one per member per calendar year	Not covered
Flexible sigmoidoscopy exam	100% (no deductible or copay), one per member per calendar year	Not covered
Prostate specific antigen (PSA) screening	100% (no deductible or copay), one per member per calendar year	Not covered
Routine mammogram and related reading	100% (no deductible or copay) Note: Subsequent medically necessary mammograms performed during the same calendar year are subject to your deductible and percent copay.	60% after out-of-network deductible Note: Non-network readings and interpretations are payable only when the screening mammogram itself is performed by a network provider.
Colonoscopy – routine or medically necessary	100% for routine colonoscopy (no deductible or copay) Note: Subsequent medically necessary colonoscopies performed during the same calendar year are subject to your deductible and percent copay.	60% after out-of-network deductible
One per member per calendar year		
One routine colonoscopy per member per calendar year		

In-network

Out-of-network**

Physician office services

Office visits	Covered - \$10 copay per office visit	Covered - 60% after deductible, must be medically necessary
Outpatient and home medical care visits	Covered - 80% after deductible	Covered - 60% after deductible, must be medically necessary
Office consultations	Covered - \$10 copay per office visit	Covered - 60% after deductible, must be medically necessary
Urgent care visits	Covered - \$10 copay per office visit	Covered - 60% after deductible, must be medically necessary

Emergency medical care

Hospital emergency room	Covered - \$50 copay per visit (copay waived if admitted or for an accidental injury)	Covered - \$50 copay per visit (copay waived if admitted or for an accidental injury)
Ambulance services - must be medically necessary	Covered - 80% after deductible	Covered - 80% after deductible

Diagnostic services

Laboratory and pathology services	Covered - 80% after deductible	Covered - 60% after deductible
Diagnostic tests and x-rays	Covered - 80% after deductible	Covered - 60% after deductible
Therapeutic radiology	Covered - 80% after deductible	Covered - 60% after deductible

Maternity services provided by a physician

Prenatal and postnatal care	Covered - 100%	Covered - 60% after deductible
	Includes covered services provided by a certified nurse midwife	
Delivery and nursery care	Covered - 80% after deductible	Covered - 60% after deductible
	Includes covered services provided by a certified nurse midwife	

Hospital care

Semiprivate room, inpatient physician care, general nursing care, hospital services and supplies Note: Nonemergency services must be rendered in a participating hospital.	Covered - 80% after deductible	Covered - 60% after deductible
	Unlimited days	
Inpatient consultations	Covered - 80% after deductible	Covered - 60% after deductible
Chemotherapy	Covered - 80% after deductible	Covered - 60% after deductible

Alternatives to hospital care

Skilled nursing care	Covered - 80% after deductible	Covered - 80% after deductible
	Up to 120 days per calendar year per member	
Hospice care	Covered - 100%	Covered - 100%
	Up to 28 pre-hospice counseling visits before electing hospice services; when elected, four 90-day periods - provided through a participating hospice program only; limited to dollar maximum that is reviewed and adjusted periodically	
Home health care - must be medically necessary	Covered - 80% after deductible	Covered - 80% after deductible
Home infusion therapy - must be medically necessary	Covered - 80% after deductible	Covered - 80% after deductible

Surgical services

Surgery - includes related surgical services and medically necessary facility services by a participating ambulatory surgery facility	Covered - 80% after deductible	Covered - 60% after deductible
Presurgical consultations	Covered - 100%	Covered - 60% after deductible
Voluntary sterilization	Covered - 80% after deductible	Covered - 60% after deductible

Human organ transplants

Specified human organ transplants - in designated facilities only, when coordinated through the BCBSM Human Organ Transplant Program (800-242-3504)	Covered - 100%	Covered - in designated facilities only
	Limited to \$1 million lifetime maximum per member per transplant type for transplant procedure(s) and related professional, hospital and pharmacy services	
Bone marrow transplants - when coordinated through the BCBSM Human Organ Transplant Program (800-242-3504)	Covered - 80% after deductible	Covered - 60% after deductible
Specified oncology clinical trials	Covered - 80% after deductible	Covered - 60% after deductible
Kidney, cornea and skin transplants	Covered - 80% after deductible	Covered - 60% after deductible

Mental health care and substance abuse treatment

Inpatient mental health care	Covered - 50% after deductible	Covered - 50% after deductible
	Unlimited days	

	In-network	Out-of-network**
Inpatient substance abuse treatment	Covered – 50% after deductible	Covered – 50% after deductible
	Unlimited days, up to \$15,000 annual, \$30,000 lifetime maximum	
Outpatient mental health care		
• Facility and clinic	Covered – 50% after deductible	Covered – 50% after deductible
• Physician's office	Covered – 50%	Covered – 50% after deductible
Outpatient substance abuse treatment – in approved facilities only	Covered – 50% after deductible	Covered – 50% after deductible
	Up to the state-dollar amount that is adjusted annually	

Other covered services

Outpatient Diabetes Management Program (ODMP)	Covered – 80% after deductible	Covered – 60% after deductible
Allergy testing and therapy	Covered – 100%	Covered – 60% after deductible
Chiropractic manipulation treatment and osteopathic manipulation treatment	Covered - \$10 copay per office visit	Covered - 60% after deductible
	Up to a maximum of 24 visits per member per calendar year	
Outpatient physical, speech and occupational therapy	Covered – 80% after deductible	Covered – 60% after deductible
	Limited to a combined maximum of 60 visits per calendar year per member	
Durable medical equipment	Covered – 80% after deductible	Covered – 80% after deductible
Prosthetic and orthotic appliances	Covered – 80% after deductible	Covered – 80% after deductible
Private duty nursing	Covered – 50% after deductible	Covered – 50% after deductible

Blue Preferred® Rx

\$10 Generic / \$40 Formulary Brand / \$80 Nonformulary Brand

	90-day retail network pharmacy	Network mail order provider	Network pharmacy (not part of the 90-day retail network)	Non-network pharmacy	
Member's responsibility (copays)					
Tier 1 – Generic or prescribed over-the-counter drugs	1 to 34 day period	\$10 copay	\$10 copay	\$10 copay	\$10 copay <i>plus</i> 25% of the BCBSM approved amount for the drug
	35 to 83 day period	No coverage	\$20 copay	No coverage	No coverage
	84 to 90 day period	\$20 copay	\$20 copay	No coverage	No coverage
Tier 2 – Formulary brand-name drugs	1 to 34 day period	\$40 copay	\$40 copay	\$40 copay	\$40 copay <i>plus</i> 25% of the BCBSM approved amount for the drug
	35 to 83 day period	No coverage	\$80 copay	No coverage	No coverage
	84 to 90 day period	\$80 copay	\$80 copay	No coverage	No coverage
Tier 3 – Nonformulary brand-name drugs	1 to 34 day period	\$80 copay <i>HRA down to \$40</i>	\$80 copay <i>HRA down to \$40</i>	\$80 copay <i>HRA down to \$40</i>	\$80 copay <i>plus</i> 25% of the BCBSM approved amount for the drug
	35 to 83 day period	No coverage	\$160 copay <i>HRA down to \$80</i>	No coverage	No coverage
	84 to 90 day period	\$160 copay <i>HRA down to \$80</i>	\$160 copay <i>HRA down to \$80</i>	No coverage	No coverage

Features of your prescription drug plan

Mandatory preauthorization	A process that requires a physician to obtain approval from BCBSM before select prescription drugs (drugs identified by BCBSM as requiring preauthorization) will be covered. Step Therapy, an initial step in the "Prior Authorization" process, applies criteria to select drugs to determine if a less costly prescription drug may be used for the same drug therapy. Some over-the-counter medications may be covered under step therapy guidelines. This also applies to mail order drugs. Claims that do not meet Step Therapy criteria require preauthorization. Details about which drugs require preauthorization or step therapy are available online site at bcbsm.com . Log in under "I am a Member" and click on "Prescription Drugs."
Mandatory maximum allowable cost (MAC) drugs	If your prescription is filled by any type of network pharmacy, and the pharmacist fills it with a brand-name drug with a generic equivalent, you MUST pay the difference in cost between the BCBSM approved amount for the brand-name drug dispensed and the maximum allowable cost for the generic drug equivalent <i>plus</i> your applicable copay regardless of whether you or your physician requests the brand name drug. Exception: If your physician requests and receives authorization for a brand-name drug with a generic equivalent from BCBSM and writes "Dispense as Written" or "DAW" on the prescription order, you pay only your applicable copay. Note: This MAC difference will not be applied toward your annual in-network deductible, nor your annual coinsurance/copay maximum.
Physician-administered Injectable drugs	Injectable drugs administered by a health care professional (not self-administered) are not covered under the pharmacy benefit, but may be covered under your medical benefit.
Drug Interchange and generic copay waiver	Certain drugs may not be covered for future prescriptions if a suitable alternate drug is identified by BCBSM, unless the prescribing physician demonstrates that the drug is medically necessary. A list of drugs that may require authorization is available at bcbsm.com . If your physician rewrites your prescription for the recommended generic or OTC alternate drug, you will only have to pay a generic copay. If your physician rewrites your prescription for the recommended brand-name alternate drug, you will have to pay a brand-name copay. In select cases BCBSM may waive the initial copay after your prescription has been rewritten. BCBSM will notify you if you are eligible for a waiver.
Quantity limits	Select drugs may have limitations related to quantity and doses allowed per prescription unless the prescribing physician obtains preauthorization from BCBSM. A list of these drugs is available at bcbsm.com .



Blue VisionSM

Benefits-at-a-Glance

This is intended as an easy-to-read summary. 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.

Blue Vision benefits are provided by Vision Service Plan (VSP), the largest provider of vision care in the nation. VSP is an independent company providing vision benefit services for Blue members. To find a VSP doctor, call 800-877-7195 or log onto the VSP Web site at vsp.com.

Note: Members may choose between prescription glasses (lenses and frame) or contact lenses, but not both.

VSP network doctor

Non-VSP provider

Copays

• Eye exam	\$5 copay	\$5 copay applies to charge
• Prescription glasses (lenses and/or frames)	A combined \$10 copay	Member responsible for difference between approved amount and provider's charge, less a \$10 copay
• Medically necessary contact lenses	\$10 copay	Member responsible for difference between approved amount and provider's charge, less a \$10 copay

Eye exam

Complete eye exam by an ophthalmologist or optometrist. The exam includes refraction, glaucoma testing and other tests necessary to determine the overall visual health of the patient.	Covered – \$5 copay	Reimbursement up to \$35, less a \$5 copay (member responsible for any difference)
	One eye exam in any period of 12 consecutive months	

Lenses and frames

Standard lenses (must not exceed 60 mm in diameter) prescribed and dispensed by an ophthalmologist or optometrist. Lenses may be molded or ground, glass or plastic. Also covers prism, slab-off prism and special base curve lenses when medically necessary. Note: Discounts on additional prescription glasses and savings on lens extras when obtained from a VSP doctor.	Covered – \$10 copay (one copay applies to both lenses and frames)	Reimbursement up to predetermined amount based on lense type after copay (member responsible for any difference)
	One pair of lenses, with or without frames, in any period of 12 consecutive months	
Standard frames Note: All VSP network doctor locations are required to stock at least 100 different frames within the frame allowance.	Covered – \$10 copay (one copay applies to both frames and lenses)	Reimbursement up to \$45, less a \$10 copay (member responsible for any difference)
	One frame in any period of 12 consecutive months	

Contact lenses

Medically necessary contact lenses (requires prior authorization approval from VSP and must meet criteria of medically necessary)	Covered – \$10 copay	Reimbursement up to \$210 after a \$10 copay (member responsible for any difference)
	One pair of contact lenses in any period of 12 consecutive months	
Elective contact lenses that improve vision (prescribed, but do not meet criteria of medically necessary)	Covered – \$120 allowance that is applied toward contact lens exam (fitting and materials) and the contact lenses (member responsible for any cost exceeding the allowance) Note: Effective 1/1/09, the allowance will increase to \$130.	Covered – \$105 allowance that is applied toward contact lens exam (fitting and materials) and the contact lenses (member responsible for any cost exceeding the allowance)
	One pair of contact lenses in any period of 12 consecutive months	

Community BlueSM PPO – Plan 1 (Buy Up)
Benefits-at-a-Glance
Otsego County Judicial System



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.

In-network

Out-of-network**

Member's responsibility (deductibles, copays and dollar maximums)

Deductibles	None	\$250 for one member, \$500 for the family (when two or more members are covered under your contract) each calendar year
Copays		
Fixed dollar copays	\$10 copay for office visits \$50 copay for emergency room visits	\$50 copay for emergency room visits
Percent copays – excludes mental health care, substance abuse treatment and private duty nursing copays	50% for mental health care, substance abuse treatment and private duty nursing	20% for general services 50% for mental health care, substance abuse treatment and private duty nursing
Dollar maximums	None	

Preventive care services

Health maintenance exam – includes chest x-ray, EKG, cholesterol screening and other select lab procedures	100% (no deductible or copay), one per member per calendar year	Not covered
Gynecological exam	100% (no deductible or copay), one per member per calendar year	Not covered
Pap smear screening – laboratory and pathology services	100% (no deductible or copay), one per member per calendar year	Not covered
Well-baby and child care visits	100% (no deductible or copay) 6 visits, birth through 12 months 6 visits, 13 months through 23 months 6 visits, 24 months through 35 months 2 visits, 36 months through 47 months Visits beyond 47 months are limited to one per member per calendar year under the health maintenance exam benefit	Not covered
Adult and childhood preventive services and immunizations as recommended by the USPSTF, ACIP, HRSA or other sources as recognized by BCBSM that are in compliance with the provisions of the Patient Protection and Affordable Care Act	100% (no deductible or copay)	Not covered
Fecal occult blood screening	100% (no deductible or copay), one per member per calendar year	Not covered
Flexible sigmoidoscopy exam	100% (no deductible or copay), one per member per calendar year	Not covered
Prostate specific antigen (PSA) screening	100% (no deductible or copay), one per member per calendar year	Not covered
Routine mammogram and related reading	100% (no deductible or copay) Note: Subsequent medically necessary mammograms performed during the same calendar year are subject to your deductible and percent copay.	60% after out-of-network deductible Note: Non-network readings and interpretations are payable only when the screening mammogram itself is performed by a network provider.
	One per member per calendar year	
Colonoscopy – routine or medically necessary	100% for routine colonoscopy (no deductible or copay) Note: Subsequent medically necessary colonoscopies performed during the same calendar year are subject to your deductible and percent copay.	60% after out-of-network deductible
	One routine colonoscopy per member per calendar year	

Physician office services

Office visits	Covered - \$10 copay per office visit	Covered - 80% after deductible, must be medically necessary
Outpatient and home medical care visits	Covered – 100%	Covered – 80% after deductible, must be medically necessary
Office consultations	Covered - \$10 copay per office visit	Covered - 80% after deductible, must be medically necessary

	In-network	Out-of-network**
Urgent care visits	Covered - \$10 copay per office visit	Covered - 80% after deductible, must be medically necessary

Emergency medical care

Hospital emergency room	Covered - \$50 copay per visit (copay waived if admitted or for an accidental injury)	Covered - \$50 copay per visit (copay waived if admitted or for an accidental injury)
Ambulance services - must be medically necessary	Covered - 100%	Covered - 100%

Diagnostic services

Laboratory and pathology services	Covered - 100%	Covered - 80% after deductible
Diagnostic tests and x-rays	Covered - 100%	Covered - 80% after deductible
Therapeutic radiology	Covered - 100%	Covered - 80% after deductible

Maternity services provided by a physician

Prenatal and postnatal care	Covered - 100%	Covered - 80% after deductible
	Includes covered services provided by a certified nurse midwife	
Delivery and nursery care	Covered - 100%	Covered - 80% after deductible
	Includes covered services provided by a certified nurse midwife	

Hospital care

Semiprivate room, inpatient physician care, general nursing care, hospital services and supplies Note: Nonemergency services must be rendered in a participating hospital.	Covered - 100%	Covered - 80% after deductible
	Unlimited days	
Inpatient consultations	Covered - 100%	Covered - 80% after deductible
Chemotherapy	Covered - 100%	Covered - 80% after deductible

Alternatives to hospital care

Skilled nursing care	Covered - 100%	Covered - 100%
	Up to 120 days per calendar year per member	
Hospice care	Covered - 100%	Covered - 100%
	Up to 28 pre-hospice counseling visits before electing hospice services; when elected, four 90-day periods - provided through a participating hospice program only; limited to dollar maximum that is reviewed and adjusted periodically	
Home health care - must be medically necessary	Covered - 100%	Covered - 100%
Home infusion therapy - must be medically necessary	Covered - 100%	Covered - 100%

Surgical services

Surgery - includes related surgical services and medically necessary facility services by a participating ambulatory surgery facility	Covered - 100%	Covered - 80% after deductible
Presurgical consultations	Covered - 100%	Covered - 80% after deductible
Voluntary sterilization	Covered - 100%	Covered - 80% after deductible

Human organ transplants

Specified human organ transplants - in designated facilities only, when coordinated through the BCBSM Human Organ Transplant Program (800-242-3504)	Covered - 100%	Covered - in designated facilities only
	Limited to \$1 million lifetime maximum per member per transplant type for transplant procedure(s) and related professional, hospital and pharmacy services	
Bone marrow transplants - when coordinated through the BCBSM Human Organ Transplant Program (800-242-3504)	Covered - 100%	Covered - 80% after deductible
Specified oncology clinical trials	Covered - 100%	Covered - 80% after deductible
Kidney, cornea and skin transplants	Covered - 100%	Covered - 80% after deductible

Mental health care and substance abuse treatment

Inpatient mental health care	Covered - 50%	Covered - 50% after deductible
	Unlimited days	
Inpatient substance abuse treatment	Covered - 50%	Covered - 50% after deductible
	Unlimited days, up to \$15,000 annual, \$30,000 lifetime maximum	
Outpatient mental health care		
Facility and clinic	Covered - 50%	Covered - 50%
Physician's office	Covered - 50%	Covered - 50% after deductible
Outpatient substance abuse treatment - in approved facilities only	Covered - 50%	Covered - 50%
	Up to the state-dollar amount that is adjusted annually	

In-network

Out-of-network**

Other covered services

Outpatient Diabetes Management Program (ODMP)	Covered – 100%	Covered – 80% after deductible
Allergy testing and therapy	Covered – 100%	Covered – 80% after deductible
Chiropractic manipulation treatment and osteopathic manipulation treatment	Covered - \$10 copay per office visit Up to a maximum of 24 visits per member per calendar year	Covered - 80% after deductible
Outpatient physical, speech and occupational therapy	Covered – 100% Limited to a combined maximum of 60 visits per calendar year per member	Covered – 80% after deductible
Durable medical equipment	Covered – 100%	Covered – 100%
Prosthetic and orthotic appliances	Covered – 100%	Covered – 100%
Private duty nursing	Covered – 50%	Covered – 50%

Blue Preferred® Rx Prescription Drug Coverage
\$10 Generic / \$40 Formulary Brand / \$80 Nonformulary Brand

		90-day retail network pharmacy	Network mail order provider	Network pharmacy (not part of the 90-day retail network)	Non-network pharmacy
Member's responsibility (copays)					
Tier 1 – Generic or prescribed over-the-counter drugs	1 to 34 day period	\$10 copay	\$10 copay	\$10 copay	\$10 copay <i>plus</i> 25% of the BCBSM approved amount for the drug
	35 to 83 day period	No coverage	\$20 copay	No coverage	No coverage
	84 to 90 day period	\$20 copay	\$20 copay	No coverage	No coverage
Tier 2 – Formulary brand-name drugs	1 to 34 day period	\$40 copay	\$40 copay	\$40 copay	\$40 copay <i>plus</i> 25% of the BCBSM approved amount for the drug
	35 to 83 day period	No coverage	\$80 copay	No coverage	No coverage
	84 to 90 day period	\$80 copay	\$80 copay	No coverage	No coverage
Tier 3 – Nonformulary brand-name drugs	1 to 34 day period	\$80 copay <i>HRA down to \$40</i>	\$80 copay <i>HRA down to \$40</i>	\$80 copay <i>HRA down to \$40</i>	\$80 copay <i>plus</i> 25% of the BCBSM approved amount for the drug
	35 to 83 day period	No coverage	\$160 copay <i>HRA down to \$80</i>	No coverage	No coverage
	84 to 90 day period	\$160 copay <i>HRA down to \$80</i>	\$160 copay <i>HRA down to \$80</i>	No coverage	No coverage

Features of your prescription drug plan	
Mandatory preauthorization	A process that requires a physician to obtain approval from BCBSM before select prescription drugs (drugs identified by BCBSM as requiring preauthorization) will be covered. Step Therapy, an initial step in the "Prior Authorization" process, applies criteria to select drugs to determine if a less costly prescription drug may be used for the same drug therapy. Some over-the-counter medications may be covered under step therapy guidelines. This also applies to mail order drugs. Claims that do not meet Step Therapy criteria require preauthorization. Details about which drugs require preauthorization or step therapy are available online site at bcbsm.com . Log in under "I am a Member" and click on "Prescription Drugs."
Mandatory maximum allowable cost (MAC) drugs	If your prescription is filled by any type of network pharmacy, and the pharmacist fills it with a brand-name drug with a generic equivalent, you MUST pay the difference in cost between the BCBSM approved amount for the brand-name drug dispensed and the maximum allowable cost for the generic drug equivalent <i>plus</i> your applicable copay regardless of whether you or your physician requests the brand name drug. Exception: If your physician requests and receives authorization for a brand-name drug with a generic equivalent from BCBSM and writes "Dispense as Written" or "DAW" on the prescription order, you pay only your applicable copay. Note: This MAC difference will not be applied toward your annual in-network deductible, nor your annual coinsurance/copay maximum.
Physician-administered injectable drugs	Injectable drugs administered by a health care professional (not self-administered) are not covered under the pharmacy benefit, but may be covered under your medical benefit.
Drug interchange and generic copay waiver	Certain drugs may not be covered for future prescriptions if a suitable alternate drug is identified by BCBSM, unless the prescribing physician demonstrates that the drug is medically necessary. A list of drugs that may require authorization is available at bcbsm.com . If your physician rewrites your prescription for the recommended generic or OTC alternate drug, you will only have to pay a generic copay. If your physician rewrites your prescription for the recommended brand-name alternate drug, you will have to pay a brand-name copay. In select cases BCBSM may waive the initial copay after your prescription has been rewritten. BCBSM will notify you if you are eligible for a waiver.
Quantity limits	Select drugs may have limitations related to quantity and doses allowed per prescription unless the prescribing physician obtains preauthorization from BCBSM. A list of these drugs is available at bcbsm.com .



Blue VisionSM

Benefits-at-a-Glance

This is intended as an easy-to-read summary. 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.

Blue Vision benefits are provided by Vision Service Plan (VSP), the largest provider of vision care in the nation. VSP is an independent company providing vision benefit services for Blue members. To find a VSP doctor, call 800-877-7195 or log onto the VSP Web site at vsp.com.

Note: Members may choose between prescription glasses (lenses and frame) or contact lenses, but not both.

VSP network doctor

Non-VSP provider

Copays

• Eye exam	\$5 copay	\$5 copay applies to charge
• Prescription glasses (lenses and/or frames)	A combined \$10 copay	Member responsible for difference between approved amount and provider's charge, less a \$10 copay
• Medically necessary contact lenses	\$10 copay	Member responsible for difference between approved amount and provider's charge, less a \$10 copay

Eye exam

Complete eye exam by an ophthalmologist or optometrist. The exam includes refraction, glaucoma testing and other tests necessary to determine the overall visual health of the patient.	Covered – \$5 copay	Reimbursement up to \$35, less a \$5 copay (member responsible for any difference)
	One eye exam in any period of 12 consecutive months	

Lenses and frames

Standard lenses (must not exceed 60 mm in diameter) prescribed and dispensed by an ophthalmologist or optometrist. Lenses may be molded or ground, glass or plastic. Also covers prism, slab-off prism and special base curve lenses when medically necessary. Note: Discounts on additional prescription glasses and savings on lens extras when obtained from a VSP doctor.	Covered – \$10 copay (one copay applies to both lenses and frames)	Reimbursement up to predetermined amount based on lense type after copay (member responsible for any difference)
	One pair of lenses, with or without frames, in any period of 12 consecutive months	
Standard frames Note: All VSP network doctor locations are required to stock at least 100 different frames within the frame allowance.	Covered – \$10 copay (one copay applies to both frames and lenses)	Reimbursement up to \$45, less a \$10 copay (member responsible for any difference)
	One frame in any period of 12 consecutive months	

Contact lenses

Medically necessary contact lenses (requires prior authorization approval from VSP and must meet criteria of medically necessary)	Covered – \$10 copay	Reimbursement up to \$210 after a \$10 copay (member responsible for any difference)
	One pair of contact lenses in any period of 12 consecutive months	
Elective contact lenses that improve vision (prescribed, but do not meet criteria of medically necessary)	Covered – \$120 allowance that is applied toward contact lens exam (fitting and materials) and the contact lenses (member responsible for any cost exceeding the allowance) Note: Effective 1/1/09, the allowance will increase to \$130.	Covered – \$105 allowance that is applied toward contact lens exam (fitting and materials) and the contact lenses (member responsible for any cost exceeding the allowance)
	One pair of contact lenses in any period of 12 consecutive months	



**Delta Dental Premier
Summary of Dental Plan Benefits
For Group# 0000116-0001
Otsego County Judicial**

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

Control Plan -- Delta Dental of Michigan

Benefit Year -- January 1 through December 31

Covered Services -

	Plan Pays	You Pay
Class I Benefits		
Diagnostic and Preventive Services - includes exams, cleanings, fluoride, and space maintainers	100%	0%
Emergency Palliative Treatment - to temporarily relieve pain	100%	0%
Brush Biopsy - to detect oral cancer	100%	0%
Radiographs - X-rays	100%	0%
Class II Benefits		
Major Restorative Services - includes crowns	75%	25%
Minor Restorative Services - includes fillings	75%	25%
Periodontic Services - to treat gum disease	75%	25%
Endodontic Services - includes root canals	75%	25%
Oral Surgery Services - extractions and dental surgery	75%	25%
Relines and Repairs - to bridges and dentures	75%	25%
Other Basic Services - misc. services	75%	25%
Class III Benefits		
Prosthetic Services - includes bridges and dentures	50%	50%
Implants - endosteal implants to replace missing teeth	50%	50%
Class IV Benefits		
Orthodontic Services - includes braces	50%	50%
Orthodontic Age Limit -	To age 19	

- > Oral exams are payable twice per calendar year.
- > Prophylaxes (cleanings) are payable twice per calendar year.
- > Fluoride treatments are payable twice per calendar year for people up to age 19.
- > Bitewing X-rays are payable twice per calendar year and full-mouth X-rays (which include bitewing X-rays) are payable once in any five-year period.
- > Composite resin (white) restorations are Covered Services on posterior teeth.
- > Porcelain crowns are optional treatment on posterior teeth.
- > Implants and implant related services are payable once per tooth in any five-year period.
- > People with certain high-risk medical conditions may be eligible for additional prophylaxes (cleanings) or fluoride treatment. The patient should talk with his or her dentist about treatment.

Customer Service Toll-Free Number: 800-524-0149

www.deltadentalmi.com

June 30, 2011

Having Delta Dental coverage makes it easy for our enrollees to get dental care almost everywhere in the world! You can now receive expert dental care when you are outside of the United States through our Passport Dental program. This program gives you access to the International SOS Assistance (I-SOS) worldwide network of dentists and dental clinics. English-speaking I-SOS operators are available around the clock to answer questions and help you schedule care. For more information, check our Web site or contact your benefits representative to get a copy of our Passport Dental information sheet.

Maximum Payment – \$1,000 per person total per benefit year on all services except Orthodontics. \$1,000 per person total per lifetime on Orthodontic Services.

Deductible – None.

Waiting Period – Employees who are eligible for dental benefits are covered on the first billing date following date of hire.

Eligible People – All active full-time employees of the Contractor working at least 30 hours per week and COBRA (Consolidated Omnibus Budget Reconciliation Act of 1985) enrollees, if applicable.

Also eligible are your legal spouse, your dependent children to the end of the calendar year in which they turn 19, and your dependent unmarried children who are eligible to be claimed by you as a dependent under the U.S. Internal Revenue code during the current calendar year.

The medical and Delta Dental plans are offered as a package. Employees enrolled in either plan are automatically enrolled in both plans with the same type of coverage. For example, employees enrolled with single coverage under the medical plan must also be enrolled with single coverage under the Delta Dental plan. If you and your spouse are both eligible for coverage under this Contract, you may be enrolled together on one application card or separately on individual application cards, but not both. Your dependent children may only be enrolled on one application card. Delta Dental will not coordinate benefits if you and your spouse are both covered under this Contract. The Contractor pays the full cost of this plan.

Benefits will cease on the last day of the month in which the employee is terminated.