

**AGREEMENT**

*Between*

**COUNTY OF KENT**

*And*

**PARKS DEPARTMENT**

**TEAMSTERS STATE, COUNTY & MUNICIPAL WORKERS  
LOCAL 214**

Effective:

November 19, 2009 – December 31, 2011



## TABLE OF CONTENTS

<u>TITLE</u>	<u>SECTION</u>	<u>PAGE</u>
Access	5.6	4
Agency Shop	3.2	2
Alternates	5.2	4
Aquatic Certification Premium	12.4	17
Arbitration Attendance	7.15	8
Arbitration Request	7.7	7
Arbitrator's Jurisdiction	7.9	7
Back Pay	7.10	8
Bulletin Board	16.3	24
Call-Back Pay	15.5	23
Captions and Gender	16.2	24
Check-Off	3.3	2
Class Action Grievance	7.4	6
Classification and Rates	12.1	16
Collective Bargaining Unit	1.1	1
Commercial Driver's License Endorsement	16.11	26
Consultation with Steward	7.6	7
Coordination of Benefits	13.6	19
Definition of Grievance	7.1	5
DEFINITIONS		1
Definitions	2.1	1
Dental Program	13.4	19
Discipline and Discharge	6.1	5
DISCIPLINE AND DISCHARGE PROCEDURE		5

<u>TITLE</u>	<u>SECTION</u>	<u>PAGE</u>
Doctor and Dental Appointments	10.5	13
Drug and Alcohol Testing	16.5	24
DURATION		28
Expedited Grievance	7.5	6
Family and Medical Leave	10.7	13
Funeral Leave	10.6	13
Furlough Days	15.8	23
GRIEVANCE AND ARBITRATION PROCEDURE		5
Grievance Form	7.16	8
Grievance Procedure	7.2	5
Grievance Resolution	7.3	6
Health and Safety	16.4	24
Health Insurance	13.1	17
Holiday during Vacation	14.3	22
Holiday Eligibility	14.2	22
Holiday Observance	14.5	22
Holiday Work	14.4	22
HOLIDAYS		22
Hospitalization During Vacation	11.4	16
HOURS OF WORK		22
Hours of Work	15.1	22
INSURANCE		17
Jury Leave	10.4	12
Layoff and Recall Procedure	9.10	11
LEAVES OF ABSENCE		11

<b><u>TITLE</u></b>	<b><u>SECTION</u></b>	<b><u>PAGE</u></b>
Life Insurance	13.3	19
Longevity Compensation	16.6	25
Loss of Seniority	9.4	10
Lost Time	7.14	8
Management Rights	4.1	3
Medical Dispute Resolution	16.8	26
Mileage	16.13	27
Military Leave	10.3	12
MISCELLANEOUS		24
Multi-Forum	7.17	8
New or Reclassified Positions	12.3	17
NO STRIKE – NO LOCKOUT		9
Non-Employee Representatives	5.4	4
Notice of Representatives	5.5	4
Optical Insurance	13.5	19
Overtime	15.2	23
Overtime Premium Pay	15.3	23
Paid Time Off	10.8	14
Park Vacancy	9.8	10
Payment in Lieu of Hospitalization Insurance	13.2	18
Payment of Vacation Upon Termination	11.3	16
Personal Leave	10.1	11
Postings	9.7	10
Probationary Period	9.2	9
Prohibition	8.1	9

<u>TITLE</u>	<u>SECTION</u>	<u>PAGE</u>
Promotion or Transfer to a Non-Bargaining Position	9.6	10
Pyramiding	15.6	23
RECOGNITION		1
Recognized Holidays	14.1	22
Reporting	5.3	4
Rest and Lunch Breaks	15.4	23
Retiree's Health Insurance	13.7	19
Revoked Driver's License	16.12	27
RIGHTS OF COUNTY		3
Rules and Regulations	16.1	24
Salary Increases	12.2	16
Section 125 Plan	13.9	21
Selection of Arbitrator	7.8	7
Selection of Insurance Carriers	13.10	21
SENIORITY		9
Seniority Definition	9.1	9
Seniority List	9.3	10
Seniority Retention	9.5	10
Sickness and Accident Benefits	13.8	20
Special Conferences	7.13	8
Stewards	5.1	4
Subcontracting	16.7	26
Temporary Employees	1.2	1
Temporary Park Transfers	9.9	11
Time Computation	7.12	8

<u>TITLE</u>	<u>SECTION</u>	<u>PAGE</u>
Time Limitation	7.11	8
Tool Allowance	16.9	26
Uniforms	16.10	26
Union Membership	3.1	2
UNION REPRESENTATION		4
UNION SECURITY AND CHECKOFF		2
Vacation Accrual	11.1	15
Vacation Accumulation	11.5	16
Vacation Schedule	11.2	16
VACATIONS		15
WAGES		16
Waiver Clause	16.14	27
Weekend Premium	15.7	23
Workers Compensation Supplement	10.2	12





## AGREEMENT

THIS AGREEMENT, made and entered into this 19<sup>th</sup> day of November, 2009, by and between the COUNTY OF KENT, hereinafter called the "County" or "Employer," and TEAMSTERS, STATE, COUNTY and MUNICIPAL WORKERS LOCAL 214, affiliated with the International Brotherhood of Teamsters, hereinafter called the "Union."

## RECOGNITION

Section 1.1. Collective Bargaining Unit. The County hereby agrees to recognize Teamsters Local 214 as the exclusive bargaining representative, as defined in Act No. 336, State of Michigan Public Acts of 1947, as amended, for all employees employed by the County in the following-described unit for the purposes of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment:

All full-time and regular part-time employees of the Kent County Parks Department BUT EXCLUDING the Director of Parks, Manager of Park Operations, Manager of Parks Development, Landscape Architect, Golf Course Superintendent, Operations Supervisor, Business Manager, supervisors, confidential employees, temporary and seasonal employees and all other employees.

Section 1.2. Temporary Employees. The Employer reserves the right to employ temporary or seasonal employees (including the utilization of prisoners) provided there are no bargaining unit employees on layoff. Such employees shall not be subject to the terms of this Agreement.

## DEFINITIONS

Section 2.1. Definitions. The terms "employee" and "employees" when used in this Agreement shall refer to and include only those full-time employees who are employed by the County in the collective bargaining unit described herein. For purposes of this Agreement, the following definitions shall be applicable:

- (1) Full-Time Employee: A full-time employee is an employee who is working the normal workweek on a regular schedule in a position classified by the County.

- (2) Regular Part-Time Employee. A regular part-time employee is one who is working on a regular schedule in a classified position of the County which is a position which require less than the official workweek. In order to be eligible for benefits provided for regular part-time employees by this Agreement, other than accrual of vacation, a regular part-time employee must be regularly scheduled to work forty (40) or more hours in a pay period.
- (3) Temporary or Irregular Employee: A temporary or irregular employee is an employee who is working on any other basis, including seasonal or temporary, or an individual working under contract, and who is not included within the above definitions of full-time employee, or regular part-time employee.
- (4) Supervisor: A supervisory employee is any person with the authority to hire, transfer, layoff, discharge, promote or effectively discipline other employees, or who has the responsibility to direct other employees or effectively recommend any such action if, in connection with the foregoing, the exercise of such authority or responsibility is not a mere routine or clerical act but requires the use of independent judgment and skill.

## **UNION SECURITY AND CHECKOFF**

Section 3.1. Union Membership. Membership in the Union is not compulsory and is a matter separate, distinct and apart from an employee's obligation to share equally in the cost of administering and negotiating this Agreement. All employees have the right to join, not join, maintain or drop their membership in the Union as they see fit. The Union recognizes, however, that it is required under the Agreement to represent all employees included within the Collective Bargaining Unit without regard to whether or not the employee is a member of the Union.

Section 3.2. Agency Shop. As a condition of continued employment, all employees included in the collective bargaining unit set forth in Section 1.1 shall, upon the execution of this Agreement or thirty-one (31) days following the date of hire in the bargaining unit, whichever is later, either become members of the Union and pay to the Union the periodic dues and initiation fees uniformly required of all Union members or pay to the Union a service fee equal to the cost of negotiating and administering this Agreement which shall not exceed the Union's periodic monthly dues. Service fees shall not include initiation fees or special assessments of any kind.

Section 3.3. Check-off.

- (1) During the life of this Agreement, the Employer agrees to deduct periodic monthly Union membership dues, initiation fees and assessments and service fees, as applicable, from the pay of each employee who voluntarily executes and files with the County a proper check-off authorization form.

- (2) The Union shall supply the employees with a check-off authorization form approved by the County and shall transmit such check-off authorization form to the payroll office of the County. Deductions shall be made only under the written check-off authorization forms, which have been properly executed and are in effect.
- (3) Other arrangements for deductions of Union membership dues may be made by mutual agreement of the parties.
- (4) Union membership dues shall not be deducted when an employee's net earnings are not sufficient to cover the amount required. Union dues and assessments shall be remitted directly to the Union by an employee for any monthly period that the employee's net earnings are insufficient to cover the amounts required.
- (5) The County shall forward to the Secretary-Treasurer of the Union, within ten (10) days following deduction, a sum equal to the total deductions for the Union membership dues.
- (6) The Union shall notify the County, in writing, of the proper amount of Union membership dues and any subsequent changes in such amounts.
- (7) In cases where a deduction is made which duplicates a payment already made to the Union by an employee, or where a deduction is not in conformity with the provisions of the Union Constitution and Bylaws, refunds to the employee will be made by the Union.
- (8) The County shall not be liable to the Union by reason of the requirements of this Section of the Agreement for the remittance or payment of any sum other than that constituting actual deductions made from employees' wages. The Union agrees to indemnify and hold the County harmless for all claims against the County in connection with the check-off of Union membership dues and assessments.
  - (a) All dues and assessments so deducted will be forwarded to the Teamsters, Local No. 214, 2825 Trumbull Avenue, Detroit, Michigan 48216.

## RIGHTS OF COUNTY

Section 4.1. Management Rights. It is understood and hereby agreed that the County reserves and retains, solely and exclusively, all of its inherent and customary rights, powers, functions and authority of management to manage the County's operations, and its judgment in these respects shall not be subject to challenge. These rights vested in the County include, but are not limited to, those provided by statute or law along with the right to direct, hire, promote, transfer, assign and retain employees in positions within the County. Further, to suspend, demote, discharge for just cause, or take such other

disciplinary action, which is necessary to maintain the efficient administration of the County. It is also agreed that the County has the right to determine the method, means and personnel, employees or otherwise, by which the business of the County shall be conducted and to take whatever action is necessary to carry out the duty and obligation of the County to the taxpayers thereof. The County shall also have the power to make rules and regulations relating to personnel policies, procedures and working conditions not inconsistent with the express terms of this Agreement.

## **UNION REPRESENTATION**

Section 5.1. Stewards. The Employer hereby agrees to recognize three (3) Stewards from the bargaining unit, including the Chief Steward, who have been employed in the collective bargaining unit for at least two (2) years. The stewards shall act in a representative capacity for the purpose of processing grievances in accordance with the grievance procedure and for the purpose of meeting with Employer representatives to negotiate new and modified agreements. A Steward who initially acts as the representative on a grievance shall continue with that grievance throughout the grievance procedure. All official communications from the Employer shall be directed to the Chief Steward.

Section 5.2. Alternates. The Union may select alternate Stewards who shall function solely in the absence of the regular Steward.

Section 5.3. Reporting. When it is necessary for the Steward to leave his work in order to handle a grievance in accordance with the grievance procedure, such representative shall notify his immediate supervisor or department head. He shall return to his job as promptly as possible and upon returning, shall immediately report to his supervisor or department head. If it is impossible for the Steward to be relieved of his duty upon request, he/she shall be excused at the earliest possible time after proper arrangements have been made.

Section 5.4. Non-Employee Representatives. Either party may have non-employee representatives present at any meetings between the parties.

Section 5.5. Notice of Representatives. The Union agrees to furnish the County a current roster listing the names of its Stewards and Alternates. Such representatives shall not be recognized under the terms of this Agreement until such written notice is received by the County.

Section 5.6. Access. Authorized representatives of the Union shall be permitted to visit the operation of the County parks department during normal working hours for the purpose of talking with the Stewards and for conferring with County representatives, provided that such representative first notify the County's designated representative. Such visitation shall not interfere with the normal operation of the department.

## **DISCIPLINE AND DISCHARGE PROCEDURE**

### Section 6.1. Discipline and Discharge.

- (1) The Employer agrees that disciplinary action, including disciplinary demotion and/or transfer, shall be based upon just cause.
- (2) An employee, upon request, shall be entitled to representation by a Union representative at any hearing or meeting in which the employee is in attendance and which is conducted by the Employer where such hearing or meeting may reasonably lead to the disciplinary suspension or discharge of such employee.
- (3) An employee who has been discharged may consult with his Union representative before he is required to leave the premises, provided that such consultation is conducted in a manner which will not interfere with the general public or the Employer's operations.
- (4) An employee who is given a disciplinary suspension or discharge shall receive such notification in writing. For informational purposes only, the Chief Steward and Union Business Representative shall be given a copy of such suspension or discharge notice.
- (5) Record. If an employee's work record is free of discipline for a period of two (2) years, the Employer will not take into account any prior infractions more than two (2) years old in imposing discipline.

## **GRIEVANCE AND ARBITRATION PROCEDURE**

Section 7.1. Definition of Grievance. A grievance shall be a written complaint by an employee or the Union during the term of this Agreement concerning the application and interpretation of this Agreement as written.

Section 7.2. Grievance Procedure. All grievances shall be processed in the following manner:

### Verbal Procedure

An employee with a complaint shall discuss the matter with his immediate supervisor or appropriate management personnel within five (5) days after the occurrence or knowledge of the occurrence of the events giving rise to the complaint. At the request of the employee, the employee may have his Steward present in order to participate in the informal discussion. Every effort shall be made to settle the grievance in this matter.

## Written Procedure

### Step 1

If the complaint is not satisfactorily resolved in the Verbal Procedure, the complaint shall be reduced to a written grievance and presented to the Parks Director within fifteen (15) days following the occurrence of the events giving rise to the complaint. The written grievance shall set forth the facts, the specific provision or provisions of this Agreement which are alleged to have been violated, and the relief requested. The written grievance shall be signed by the aggrieved employee and/or his Steward or the Chief Steward. The Parks Director or his designee, Steward and grievant shall discuss the grievance within ten (10) days following receipt of the grievance. A representative from the Human Resources Department may be present. The Parks Director or his designee shall give a written answer to the grievance to the Steward within ten (10) days after the Step 1 meeting.

### Step 2

If the grievance is not satisfactorily settled in Step 1 it may be appealed by submitting the grievance to the County's Human Resources Director within five (5) days following the receipt of the Employer's answer in Step 1. A meeting shall be scheduled between the County's representatives, the Steward or Chief Steward, the grievant and the Union's Business Representative to discuss the grievance. Such meeting shall be scheduled at the convenience of the parties within fourteen (14) days following the submission to the County's Human Resources Director unless mutually extended. The Employer's final answer to the grievance shall be submitted to the Chief Steward within five (5) days following the meeting.

Section 7.3. Grievance Resolution. All resolutions of grievances must be reduced to writing and approved by the Human Resources Director of the County. If the Human Resources Director does not agree with the settlement reached at the Verbal Step or Step 1, the Chief Steward shall be notified in writing, and the matter shall be processed in accordance with Step 2.

Section 7.4. Class Action Grievance. The Chief Steward may file a class action grievance if the matter concerns the entire bargaining unit. Any class action grievance must be filed at Step 1 of the Written Procedure within seven (7) working days after the occurrence or knowledge of the occurrence of the events giving rise to the grievance.

Section 7.5. Expedited Grievance. Should an employee who has been suspended or discharged consider such discipline to be improper, any grievance must be processed initially at Step 2 of the Grievance Procedure within five (5) days of the receipt of the written notice of discipline.

Section 7.6. Consultation with Steward. A grievant or Steward may confer with her Chief Steward or Union Business Representative prior to her meeting with management personnel in Step 1. Such consultation shall occur during the one-half hour before the scheduled meeting.

Section 7.7. Arbitration Request. The Union may request arbitration only during the term of this Agreement, or any extensions thereof, of any unresolved grievance, which is arbitrable, by giving written notice of the intent to arbitrate within forty-five (45) calendar days following receipt of the Employer's answer in Step 2 of the grievance procedure. By mutual agreement, the forty-five (45) calendar day time limit may be extended in writing, provided the length of the extension period is specified. If arbitration is not sought within the forty-five (45) calendar days period specified in this Section, or any extension thereof, the grievance shall be considered settled on the basis of the Employer's Step 2 answer.

Section 7.8. Selection of Arbitrator. Upon the filing of a timely request for arbitration with the Employer, the parties shall mutually agree upon an arbitrator. If no agreement is reached within ten (10) days, the arbitrator shall be selected from a panel of arbitrators submitted by the Federal Mediation and Conciliation Service. Each party will alternately strike a name from the panel and the remaining name shall serve as the arbitrator. The Union shall strike the first name from the list. Either party shall be permitted to obtain a second panel if the first panel is unacceptable.

Section 7.9. Arbitrator's Jurisdiction. The arbitrator's powers shall be limited to the application and interpretation of this Agreement as written. He shall be at all times wholly governed by the terms of this Agreement, and he shall have no power or authority to amend, alter or modify this Agreement in any respect. The Union acknowledges that the Employer retains all rights not otherwise abrogated under the express terms of this Agreement, as generalized in Section 4.1 hereof. He shall have no authority to rule upon job descriptions, work assignments, work standards or personnel requirements. The arbitrator shall have no authority to award interest on monetary awards. If the issue of arbitrability is raised, the arbitrator shall only decide the merits of the grievance if arbitrability is affirmatively decided. Any award of the arbitrator shall not be retroactive more than fifteen (15) days prior to the time that the grievance was first submitted in writing; provided, however, that in situations where the events causing the grievance were unknown to the grievant, if appropriate, the award may be retroactive not more than sixty (60) days prior to the time the grievance was first submitted in writing. The arbitrator's decision shall be final and binding on the Union, the County and its employees, provided, however, either party retains all legal rights to challenge arbitration and decisions thereof where the award was procured by fraud or undue means, or where the arbitrator was guilty of misconduct or exceeded his powers or jurisdiction. Nothing herein shall be construed as limiting either party from challenging the decision of the arbitrator as to arbitrability of an issue. The fees and expenses of the arbitrator shall be shared equally by the Union and the County.

Section 7.10. Back Pay. Claims for back wages shall be limited to the amount the employee would otherwise have earned, less any unemployment compensation or other compensation that she may have earned from any source during the period of the back pay claim.

Section 7.11. Time Limitation. The time limits established in the grievance procedure shall be followed by the parties hereto. If the time procedure is not followed by the Union, the grievance shall be considered settled in accordance with the last disposition. If the time procedure is not followed by the County, the grievance shall automatically advance to the next step, including arbitration upon notice from the Union. The time limits established in the grievance procedure may be extended by mutual agreement; provided it is reduced to writing and the period of extension is specified.

Section 7.12. Time Computation. In computing days under the grievance procedure, Saturdays, Sundays and holidays recognized by this Agreement shall be excluded.

Section 7.13. Special Conferences. Special conferences for important matters of mutual concern may be scheduled at mutually convenient times. Representatives of the Employer, the Union and non-employee representatives may be present. Special conferences shall not be used to supplant the Grievance Procedure nor shall this agreement on Special Conferences supersede Section 16.14.

Section 7.14. Lost Time. The County agrees to pay Stewards and/or Alternate Stewards for all reasonable time spent while acting in a representative capacity during the processing of grievances and attending meetings or negotiations with representatives of the County, but only for the straight time hours they would have worked on their regular work schedule, provided, however, this benefit may be revoked if it is being abused. Revocation shall not occur, however, until after the County has notified the Union of the abuse and, after discussion between the Union and the County, the abuse has not been corrected within a designated period of time.

Section 7.15. Arbitration Attendance. The Chief Steward, the steward who acted as the grievance representative and the grievant shall be excused from their work schedule to attend an arbitration hearing and shall be paid for the straight time hours they would have worked on their regular work schedule. An employee who is called as a witness shall be excused from work to testify and will promptly return after giving her testimony. Each party shall be responsible for all expenses incurred in the presentation of their cases, including payment for lost time by an employee called as a witness except as provided above.

Section 7.16. Grievance Form. The parties shall mutually agree upon a grievance form.

Section 7.17. Multi-Forum. As consideration for the appeal rights provided through the arbitration procedure herein, an employee or the Union, individually or jointly, hereby waive any right to have any claim that has been submitted to arbitration heard by any other agency, court or tribunal. Any claim against the Employer filed by an employee or



the Union, either individually or jointly, with any agency, court or tribunal, shall not be presented to an arbitrator under the arbitration procedure provided herein.

## **NO STRIKE – NO LOCKOUT**

### Section 8.1. Prohibition.

- (1) The Union agrees that during the term of this Agreement, neither it nor its officers, representatives, stewards or employee members will directly or indirectly call or cause any sympathy or other strike, work stoppage, slowdown, picketing, cessation of employment or any other concerted activity that interferes with the service or peaceful operations of the County. The County agrees that during the term of this Agreement it will not lockout any employees covered by this Agreement.
- (2) The Union and the County agree that discharge is an appropriate penalty for any employee who engages in any prohibited activity provided in this Section and any appeal to the grievance procedure shall be limited to the question of whether the employee did, in fact, engage in any prohibited activity provided in this Section.
- (3) No employee shall be forced to work on any job, which would be injurious to his life or safety.

## **SENIORITY**

Section 9.1. Seniority Definition. Seniority shall be defined to mean the length of the employee's continuous service with the County (including uninterrupted contiguous employment with the Kent County Road Commission) commencing from his/her last date of hire. Continuous service is defined as that time actually spent on the active payroll of the County plus approved leaves of absence periods, unless otherwise provided in this Agreement. Bargaining unit seniority shall be defined to mean the length of the employee's continuous service within the bargaining unit (including uninterrupted continuous service in the Road Commission Teamster bargaining unit).

The application of seniority shall be limited to the preferences and benefits specifically recited in this Agreement. Employees who are hired on the same date shall be placed on the seniority list in alphabetical order of surnames.

Section 9.2. Probationary Period. Employees shall acquire seniority after having been employed for a period of six (6) months, after which time their seniority shall be as of their last date of hire. During this period, an employee shall be considered a probationary employee who may be laid off, disciplined or discharged by the employer without regard and without recourse to this Agreement. A probationary employee who is absent more

than seven (7) work days during his probationary period shall have his probationary record extended equal to the number of days of his absence.

Section 9.3. Seniority List. The County shall prepare a seniority list and submit it to the Union annually not later than February first (1st).

Section 9.4. Loss of Seniority. Seniority shall be lost and the employment relationship shall end under the following conditions:

- (1) By quit or discharge for just cause;
- (2) Absence from work for three (3) consecutive working days unless otherwise excused;
- (3) Failure to return to work upon recall from a layoff;
- (4) Failure to return to work at the expiration of a leave of absence, unless otherwise excused;
- (5) Laid off for more than twelve (12) months;
- (6) Retirement.

Section 9.5. Seniority Retention. An employee shall retain his seniority while on an approved leave of absence, but vacation shall not accrue during such absence.

Section 9.6. Promotion or Transfer to a Non-Bargaining Position. Employees who are promoted or transferred to non-bargaining jobs shall retain their bargaining unit seniority but shall not accumulate additional bargaining unit seniority while employed in a non-bargaining unit job.

Section 9.7. Postings. Vacant positions in the bargaining unit, which are to be filled, shall be posted on the bulletin board at the Parks Department office for five (5) working days. A copy of the posting shall be given to the Union for informational purposes. Interested employees may make application for such vacancies by filing an application with the Human Resources Director. The Employer shall consider the employee's experience, work history, qualifications and bargaining unit seniority of the applicant and the best interest of the Department in filling the vacancy. Upon being promoted the employee will be paid at the step in the new classification which reflects an increase. If an employee applies and is chosen for a lower paid position the employee will be placed at his current step in the new classification.

Section 9.8. Park Vacancy. When a vacancy occurs for a Park Manager, notice that a vacancy exists will be posted for five (5) working days. Park Managers interested in changing a current park assignment shall notify the Park Director of their interest within the five day period. The Employer shall consider the employee's experience, work,

history, qualifications and bargaining unit seniority of the applicant and the best interest of the Department in making the transfer. An employee who is transferred shall be on a job probation of the first six (6) months from the date of the transfer during which time may disqualify himself or be disqualified by the Employer, in which case he shall return to his former park assignment.

Section 9.9. Temporary Park Transfers. When a Park Manager is temporarily transferred to another park, the Employer will either furnish transportation or pay mileage between his home base park and the park to which he is temporarily assigned. This is not applicable if an employee is given a new home base park.

Section 9.10. Layoff and Recall Procedure. In the event that a reduction in personnel is necessary, the County agrees to lay off temporary, seasonal and probationary employees in the classification affected first and thereafter using the inverse order of bargaining unit seniority in the classification affected. When a layoff occurs in the Parks Department, the laid off employee may displace an employee with less bargaining unit seniority in a different classification provided the senior employee was previously employed in the different classification. Recall to work shall be made on the basis of the most senior employee first and thereafter in the order of seniority. It is understood that if, in the opinion of the County, it is necessary for the efficient operation of the County's business, where particular skill and experience is required, seniority need not be followed.

- (1) Employees who are to be indefinitely laid off shall receive fourteen (14) calendar days' advance notice unless such layoff is necessitated by an emergency situation where such advance notice is not possible. An employee recalled to work shall have a minimum of five (5) workdays after notice before the employee has to report for work. Recall notice shall be sent by Certified Mail, return receipt requested. If the employee fails to report, he shall be considered a voluntary quit.
- (2) Employees recalled to work shall have recall rights to their former position and must accept such recall unless the employee has accepted a permanent transfer to a new position, and in which case, he shall not have recall rights. An employee who is transferred to a lower-paying position in lieu of layoff shall have recall rights to his former position if that position reopens.

## **LEAVES OF ABSENCE**

Section 10.1. Personal Leave. Employees may be granted a thirty (30) day personal leave of absence without pay upon approval. Requests for a personal leave of absence shall be in writing and given to the department director. Such requests shall state the reasons for the leave. Approval shall be in writing by the department director and the Human Resources Director. An extension of a leave of absence may be granted at the County's discretion; however, it must be requested in writing prior to the expiration of the thirty (30) day leave. A leave of absence will not be granted for the purpose of obtaining or working at other employment.

Section 10.2. Workers Compensation Supplement. In case of work-incapacitating injury or illness for which the employee is, or may be, eligible for work disability benefits under the Worker's Compensation Law of the State of Michigan, such employee, with the approval of the Human Resources Director, shall be allowed salary payments, which with his compensation benefit, equal his regular salary or wage. The period covered by the above shall be a period not to exceed six (6) weeks after which accrued sick leave may be utilized to maintain the difference between the compensation payment and the employee's regular salary or wage. Upon the exhaustion of the sick leave bank, the employee shall draw only those benefits as are allowable under the Worker's Compensation Law of the State of Michigan.

- (1) Salary supplements or accrued sick leave paid to an employee on a work related sick leave, as set forth herein, shall not reduce or be coordinated with work disability benefits received under the Workers' Compensation Law Section 354(1) notwithstanding.

Section 10.3. Military Leave.

- (1) Any employee who enters active service of the Armed Forces of the United States or in the United States National Guard or Reserve shall receive a leave of absence for the period of such duty and seniority shall continue during such period. An employee returning from military service shall be re-employed in accordance with the applicable federal and state statutes and shall be entitled to any other benefits set forth in this Agreement, providing he/she satisfied the eligibility requirements established under this Agreement.
- (2) Any employee participating in a branch of the Armed Forces Reserve Training Program shall be granted a leave of absence not to exceed ten (10) working days upon presentation of proper documentation by the Commanding Officer. Such employee shall be paid by the Employer the difference between the amounts received for such training and the employee's regular salary or wage.
- (3) Any employee who is called out on emergency duty by any of the established Armed Forces Reserve Training Units or by the Michigan National Guard in order to protect the rights of the citizens of the State of Michigan and the citizens of the United States, shall be paid by the Employer the difference between the amount the employee receives for such duty and his/her regular salary or wage for the period set forth in County Policy.

Section 10.4. Jury Leave. Employees summoned by the Court to serve as jurors shall be given a jury leave of absence for the period of their jury duty. For each day that an employee serves as juror when the employee otherwise would have worked, the employee shall receive the difference between the employee's straight time regular rate of pay for either eight (8) hours and the amount the employee receives from the Court, up to a maximum of forty-five (45) days per year. In order to receive jury duty pay from the Employer, an employee must:

- (1) Give the department head reasonable advance notice of the time that the employee is required to report for jury duty;
- (2) Give satisfactory evidence that the employee served as a juror at the summons of the Court on the day that the employee claims to be entitled to jury duty pay; and
- (3) Return to work promptly if after he is summoned by the Court, he is excused from jury duty service.

Section 10.5. Doctor and Dental Appointments. Full-time employees shall be allowed up to ten (10) paid hours each year for doctor and dental appointments. Time spent at doctor and dental appointments in excess of the ten (10) paid hours provided herein shall be deducted from the employee's paid leave time. The employee must submit a signed verification from the doctor/dentist substantiating the appointment. This benefit is not available for regular part-time employees.

Section 10.6. Funeral Leave. An employee shall be granted a leave of absence to attend the funeral when a death occurs in the employee's immediate family according to the following schedule:

- (1) Spouse, children, father, mother, sister, brother: five (5) consecutive days.
- (2) Father-in-law, mother-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, stepparent, stepchild, grandparents, grandchildren: three (3) consecutive days.
- (3) Aunts, uncles, stepbrother, stepsister: one (1) day.

Leaves granted under this Section shall include the date of the funeral. An employee who loses work from his regularly scheduled hours shall receive his regular straight time rate of pay, exclusive of all premiums, for such lost time. The Employer may require evidence of death and relationship of the deceased to the employee. Additional time for out of state travel or extenuating circumstances shall be allowed, to be deducted from the employee's accrued vacation or paid personal leave time or without pay.

Section 10.7. Family and Medical Leave.

- (1) The Employer reserves the right to establish the criteria for medical certification when an employee requests a leave of absence under the Federal Family and Medical Leave Act (FMLA):
- (2) An employee on a Family and Medical Leave will be required to utilize his paid personal leave time, vacation and holiday time. The employee may request to retain one-half of his accrued vacation time. Such request must be made in writing when he is placed on a Family and Medical Leave.

Section 10.8. Paid Time Off.

- (1) All full-time employees covered by this Agreement who have completed six (6) months of service shall be credited with eighty (80) hours of paid time off in January of each year. Part-time employees who have completed their probationary period shall be credited with forty (40) hours of paid time off in January of each year.
- (2) For all new hires, upon completion of six (6) months of service, a full-time employee will be credited with a pro rata amount of paid time off at the rate of six (6) hours for each full month remaining in the calendar year following the month the employee completes probation. Part-time employees, upon completion of six (6) months of service, shall receive a pro rata amount of paid time off at the rate of three (3) hours for each month remaining in the calendar year following the month the employee completes probation.
- (3) Paid time off shall be granted for emergency personal reasons, when an employee is unable to perform his/her duties because of illness or injury, illness or injury of a member of the immediate family including parents, illness or incapacity associated with pregnancy. In the event that the employee has exhausted their paid time off bank, the employee shall be allowed to activate their vacation or comp time banks or go without pay.
- (4) Paid time off days shall be charged against the employee's paid time off account in the amount taken.
- (5) Absent an emergency situation described in subsection (3) above, paid time off must be requested in advance of the date requested. The reported reason for the use of the paid time off benefit is at the employee's discretion. In the event advance notice is not given the Employer may require proof of an emergency situation.
- (6) Paid time off may be taken in one (1) hour increments with permission of the employee's supervisor.
- (7) At the end of each calendar year, an employee shall elect to be paid for seventy-five percent (75%) of all unused paid personal leave time at his straight time rate of pay as of December 31 or place all unused hours in his paid time off bank. There shall be no limit on the number of hours an employee may have in his/her paid time off bank, which includes his/her previously accumulated sick leave bank. An employee must be actively employed by the Employer as of December 31 to be eligible for a cash out of unused paid personal leave time.

- (8) An employee shall not be charged paid time off leave for a doctor or dentist appointment provided the employee submits a signed verification from the doctor/dentist substantiating the appointment. Time spent at doctor and dental appointments in excess of ten (10) hours per year shall be deducted from the employee's paid time off bank.
- (9) Employees may also use the hours in the paid time off bank in the following manner:
  - (a) To supplement workers' compensation or sickness and accident benefits paid to an eligible employee, provided, however, the sum of any such workers' compensation and sickness and accident benefits and supplemental payments shall not exceed one hundred percent (100%) of the employee's gross weekly wage.
  - (b) Following the exhaustion of the sickness and accident benefits, the employee may draw from his/her paid time off bank a weekly amount not to exceed one hundred percent (100%) of the employee's normal gross weekly wage.
  - (c) Employees may also supplement their sickness and accident benefits by accessing their previously accrued sick leave, vacation leave, or banked comp time hours.

**VACATIONS**

Section 11.1. Vacation Accrual.

- (1) All employees covered by this Agreement shall earn vacation according to the following schedule:

<u>SENIORITY</u>	<u>VACATION HOURS PER HOUR WORKED</u>	<u>2080 HOURS EQUAL</u>
6 mos. to less than 6 years	.038462 vacation hours	80 Hours
6 years to less than 10 years	.057692 vacation hours	120 Hours
10 years	.061538 vacation hours	128 Hours
11 years	.065384 vacation hours	136 Hours
12 years	.069231 vacation hours	144 Hours
13 years	.073077 vacation hours	152 Hours
14 years	.076923 vacation hours	160 Hours
15 years	.080769 vacation hours	168 Hours
16 years	.084615 vacation hours	176 Hours
17 years	.088461 vacation hours	184 Hours
18 years	.092307 vacation hours	192 Hours
19+ years	.096154 vacation hours	200 Hours

For purposes of this Section straight time hours worked shall include paid but un-worked holidays, vacations, paid sick leave and paid personal leave time.

- (2) Upon completion of his probationary period an employee will be credited with forty (40) hours of vacation. Thereafter, the employee will earn and accrue vacation time according to the vacation schedule set forth above.

Section 11.2. Vacation Schedule. Although the County reserves the right to allocate vacations, it is agreed that an effort shall be made to schedule vacation leave consistent with the manpower and workload requirements as determined by the County. An employee will not be permitted to take his vacation leave one (1) day at a time unless otherwise approved by his supervisor. Employees desiring a preference shall submit their written selection prior to February 15. Exceptions to this policy shall be considered for individual cases. Once an employee has made his selection, he shall not be permitted to change his selection, thereby disturbing the choice of another employee. The employee's supervisor may approve a change in selection provided another employee's choice is not disturbed or the other employee consents to the disturbance. All vacation requests submitted after February 15 shall be resolved on a "first come, first serve" basis.

Section 11.3. Payment of Vacation Upon Termination. An employee shall receive payment for all accrued, but unused, vacation upon termination of their employment with the County.

Section 11.4. Hospitalization During Vacation. If an employee is hospitalized as an in-patient during a vacation period and presents a physician's statement specifying the hospitalization dates, the time involved in the hospital may be charged to the employee's paid personal leave and not to vacation leave.

Section 11.5. Vacation Accumulation. As employee shall not accumulate vacation at any one time in excess of two hundred eighty (280) hours.

## **WAGES**

Section 12.1. Classifications and Rates. Listed in Appendix "A" and incorporated herein are the straight-time regular rates of pay for the respective work classifications. Appendix "A" also sets forth provisions for subsequent adjustments in rates of pay and additional economic benefits agreed upon by the parties.

Section 12.2. Salary Increases.

- (1) Employees will receive a step increase upon completion of their first six (6) months of service. Other step increases shall be given on the employee's anniversary date until the maximum of the salary scale is reached.



- (2) Anniversary date shall mean: The date on which an employee has completed six (6) months of satisfactory service, and the corresponding date in each year thereafter, unless changed due to promotion, reclassification, demotion, off payroll time, separation or rehire.
- (3) Regular part-time employees will receive a step increase initially after 1,040 hours of service and every 2080 regular hours of service thereafter until the maximum of the salary scale is reached.

Section 12.3. New or Reclassified Positions.

- (1) The Employer reserves the right to establish new or change or discontinue job classifications within the bargaining unit. The Employer shall notify the Union of any such change together with the rate of pay. Within ten (10) working days after the new classification and its proposed rate of pay is announced, the Union may file with the Employer a notice of disagreement with the rate of pay and in that event the parties agree to negotiate the rate of pay for the new classification.
- (2) It is the function of the Human Resources Department of the Employer to conduct a reclassification study to determine the appropriate title and rate of pay for a classification whose duties have substantially changed. Within ten (10) working days after the results of the reclassification study is announced, the Union may file a notice of disagreement with the proposed wage rate with the Human Resources Department. In that event, the parties agree to negotiate the rate of pay for the position studied.

Section 12.4. Aquatic Certification Premium. A premium of one dollar (\$1.00) per hour will be paid to those employees with the Aquatic Facility Operation certification for those hours worked at Millennium Park during the time the splash pad is open.

## INSURANCE

Section 13.1. Health Insurance. All full-time employees and eligible dependents shall be provided with Kent County Wellness PPO Plan and prescription drug plan (Appendix B).

- (a) Subscribers shall contribute ten percent (10%) of their applicable health care premiums through payroll deduction. Effective January 1, 2010 employees shall contribute fifteen percent (15%) of their applicable health care premiums through payroll deduction. Effective January 1, 2010, the employee premium contribution may be reduced by two and one-half percent (2 ½%) if the employee has participated in the wellness program and an additional two and one-half percent (2 ½%) if the employee is a non-smoker or is participating in a smoking cessation program.

- (b) As an alternative to the County health insurance program, full-time employees are eligible to enroll in a Health Maintenance Organization (HMO) offered by the County (Grand Valley co-pay plan). All medical insurance programs shall provide for coordination of benefits among members of the same family by the Employer.
- (c) Annually during the open enrollment period, employees may choose between health coverage offered. This coverage will remain in effect for one year beginning January 1.
- (d) The Employer reserves the right to establish a self-insurance health and prescription program or to select another insurance carrier which will provide substantially the same or equivalent benefits insofar as is possible, except as to the administration of such health insurance program.
- (e) For each month in calendar year 2009 where the employee was not covered by the new health care plans, the employee will pay the difference between 90% of the applicable monthly premiums for the new health care plan and 90% of the applicable monthly premiums of the old health care plan including the student rider.

Section 13.2. Payment in Lieu of Hospitalization Insurance. Notwithstanding the provisions of Section 13.1 effective with the execution of this Agreement, a full-time employee may voluntarily elect to waive in writing all health insurance coverage outlined in Section 13.1 and in lieu thereof, shall receive thirty-five dollars (\$35.00) per pay period subject to the following:

- (1) The employee must provide proof of insurance coverage from some other source.
- (2) Notice of the intent to waive insurance must be sent to Human Resources within thirty (30) days of the execution of this Agreement, and annually thereafter during the open enrollment period.
- (3) All insurance waived employees who wish to return to provided insurance may do so during the open enrollment period.
- (4) Employees who have a change in coverage status such as death of a spouse, divorce or the loss of coverage (not by selection) may return to provided hospitalization insurance at any time throughout the year as long as written evidence is provided which substantiates one of these special conditions.
- (5) Restoration of insurance coverage shall be reinstated as soon as possible subject, however, to any regulations or restrictions, including waiting periods, which may be prescribed by the appropriate insurance carriers.
- (6) Waiver of coverage procedures must be acceptable to the applicable insurance carrier.

- (7) No payment in lieu of hospitalization shall be made to an employee whose spouse is covered by a County plan.

Section 13.3. Life Insurance. The County shall pay the required premiums to provide each full-time employee with seniority with a Thirty Thousand Dollar (\$30,000) Term Life Insurance policy with double indemnity. Effective as soon as possible after ratification, the life insurance benefit will be increased to Thirty Five Thousand Dollars (\$35,000). Effective January 1, 2011 the life insurance benefit will be increased to Forty Thousand Dollars (\$40,000).

Section 13.4. Dental Program. The County will provide a program for all full-time employees with seniority wherein benefits shall provide 100% of Class I benefits (two cleanings and one set of x-rays) and 50% percent of other dental fees, including orthodontics paid by the program with a \$2,200 annual family maximum in 2009 and an annual family maximum of \$2,300 in 2011.

Section 13.5. Optical Insurance. Full-time employees will be provided with coverage under the County optical insurance program.

Section 13.6. Coordination of Benefits. All medical and dental programs shall provide for coordination of benefits among members of the same family employed by the Employer.

Section 13.7. Retiree's Health Insurance. In lieu of any payout for accumulated sick leave, the Employer will provide health care insurance for employees who retire under the Kent County Retirement Plan and Trust.

- (1) Employees who retire after January 1, 2007, who have a minimum of twenty-five (25) years of County service, and employees who receive a duty disability retirement after ratification of this Agreement, shall receive, at the Employer's expense, the lowest single subscriber health insurance currently available to bargaining unit members, up to a maximum of two hundred fifty dollars (\$250.00) per month. For employees who retire on or after the date of ratification of this agreement, the maximum shall be Three Hundred Dollars (\$300) per month.
- (2) Retirees with less than twenty-five (25) years of continuous County service at the time of retirement shall receive a monthly pro-rata health care credit based on years of credited service in relation to 25 years, not to exceed the lowest single subscriber rate.
- (3) Insurance premiums shall be paid commencing the first month following retirement, including disability but excluding deferred, and ending upon the death of the employee.

- (4) Dependent health insurance coverage may be purchased by the retiree at the retiree's expense. A retiree's surviving spouse may continue to purchase health insurance provided by the Employer at the Employer's group rates, subject to the carrier's rules.
- (5) No payments shall be made by the Employer if:
  - (a) the employee receives a deferred pension;
  - (b) the employees, after retirement, is employed by another employer who provides a health care program or insurance for its employees;
  - (c) the retiree is covered by a health care program or insurance under his/her spouse's employment;
  - (d) the balance of the required premiums required by the carrier in excess of those paid by the employer, are not paid by the employee.
  - (e) Employer contributions toward health care premiums for retirees is conditioned upon the retiree participating in the same health care program that is provided to members of the bargaining unit and such benefits are subject to negotiations between the parties and the provisions of Section 13.1.

Section 13.8. Sickness and Accident Benefits.

- (1) In consideration for the program of sickness and accident insurance benefits described in this Section, the parties agree that the former program of paid sick days shall no longer exist after December 31, 2002. No further use of time earned under the prior sick leave program, other than as provided in this Section, shall be permitted.
- (2) The Employer shall provide sickness and accident benefits for full-time and regular part-time employees covered by this Agreement. This coverage shall become effective following the completion of the employee's probationary period. Employees who are eligible for disability benefits shall receive weekly indemnity payments consisting of sixty-seven percent (67%) of their normal gross straight time wages. These benefits shall be payable from the first (1<sup>st</sup>) day of disability due to accident or hospitalization and eighth (8<sup>th</sup>) day of illness, for a period not to exceed twenty-six (26) weeks for any one period of disability. Employees are not entitled to sickness and accident benefits for any disability for which they may be entitled to indemnity or compensation under the Employer's retirement plan, Social Security, Workers' Compensation or any other disability benefit program.

- (3) The employee shall be given pension service credits for the period of time an employee is receiving sickness and accident insurance benefits under the County plan.
- (4) If an employee is otherwise eligible for Family and Medical Leave all insurance premium payments will be paid while an employee is receiving sickness and accident benefits, not to exceed twenty-six (26) weeks in a rolling twelve (12) month period, subject to the employee making the necessary premium co-payments.
- (5) An employee who is receiving sickness and accident insurance benefits shall be eligible to return to his/her former position at any time during the duration of the sickness and accident benefit period.
- (6) Accrued sick leave hours earned prior to January 1, 2003 shall be placed in a sick leave bank. The employee may use the hours in the sick bank in the following manner:
  - (a) To supplement workers' compensation or sickness and accident benefits paid to an eligible employee, provided, however, the sum of any such workers' compensation and sickness and accident benefits and supplemental payments shall not exceed one hundred percent (100%) of the employee's gross weekly wage.
  - (b) Following the exhaustion of the sickness and accident benefits, the employee may draw from his sick bank a weekly amount not to exceed one hundred percent (100%) of the employee's normal gross weekly wage.
  - (c) Upon retirement under the Kent Count Employees' Retirement Plan on or after January 1, 2003 (other than a deferred retirement) all remaining hours in the employee's paid time off bank (aka sick bank) shall be applied to pension service credit. Credit will be given at a rate of 173 hours equal to one month of service credit.

Section 13.9. Section 125 Plan. All health insurance premiums paid by the employee shall be pre-taxed. Employees may elect to participate in the County's Section 125 Plan.

Section 13.10. Selection of Insurance Carriers. The County reserves the right to select or change any or all of the insurance carriers providing the benefits provided in Sections 13.1, 13.4, 13.5, 13.6 and 13.9 or to be a self-insurer, either partially or wholly, with respect to such benefits, provided the level of benefits remains substantially the same.

## HOLIDAYS

### Section 14.1. Recognized Holidays.

New Year's Day	Veteran's Day
Martin Luther King's Birthday	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Day before Christmas
Labor Day	Christmas Day

### Section 14.2. Holiday Eligibility. Eligibility for holiday pay is subject to the following conditions and qualifications:

- (1) The employee must work his hours on the Department's workday on the day immediately preceding and following the recognized holiday unless otherwise excused.
- (2) The employee must not be on an unpaid leave of absence, layoff or disciplinary suspension.
- (3) An employee who is scheduled to work on a holiday but fails to report shall not receive holiday pay unless otherwise excused by the Human Resources Director.

### Section 14.3. Holiday during Vacation. Should a holiday fall during an employee's vacation period, the employee shall not be charged a vacation day on the date the holiday occurs.

### Section 14.4. Holiday Work. Employees eligible for holiday pay who work on a holiday recognized by this Agreement shall receive one and one half (1-½) times their regular straight time rate of pay for all hours actually worked on the holiday, in addition to holiday pay.

### Section 14.5. Holiday Observance. When one of the recognized holidays falls on a Sunday, the following Monday shall be observed as a holiday. When a recognized holiday falls on a Saturday, the preceding Friday shall be observed as a holiday.

## HOURS OF WORK

### Section 15.1. Hours of Work. A normal workweek shall consist of five (5) consecutive eight (8) hour days. The Union and the County recognize that service in the parks may necessitate a regular Saturday and/or Sunday operation, and in the event that this becomes necessary, the parties agree to first discuss the matter in an attempt to reach agreement on its implementation. It is agreed however that no employee will be regularly scheduled to work both Saturday and Sunday.

A workday shall begin at the start of the employee's scheduled shift and end twenty-four (24) hours later. The County shall establish shift starting and quitting times and, within a reasonable time after the County determines to change the starting and quitting times of a regular shift for some or all employees, it shall give the Union advance notice of the change so that the Union may request to meet and confer with the County about the change, but in no event shall the shift change be delayed. The Union recognizes that due to the nature of the service performed, employees may be required to perform work at times other than their regularly scheduled shift. However, if an employee is called in to work before the start of his shift, he will be allowed to complete his regular shift unless the employee and the Employer otherwise mutually agree.

Section 15.2. Overtime. All employees shall be expected to work reasonable amounts of overtime upon request. Overtime, other than of an emergency nature, must have the prior approval of a supervisor. The parties agree that employees shall not be allowed to accumulate or use compensatory time, however, time may be flexed within a workweek.

Section 15.3. Overtime Premium Pay. Time and one-half (1-½) the employee's regular straight time rate shall be paid for all hours worked in excess of forty (40) hours in any one workweek. Paid time off for the following reasons shall be counted as hours worked for purposes of computing an employee's overtime work. Holidays, vacation time, personal leave time, funeral leave, jury duty leave and doctor/dental time.

Section 15.4. Rest and Lunch Breaks. The County agrees to provide coffee breaks and lunch breaks consistent with established County policy.

Section 15.5. Call-Back Pay. A full-time employee who is called back to work at hours between the end and start of his scheduled shift shall be guaranteed two (2) hours of work or pay at time and one-half (1-½).

Section 15.6. Pyramiding. There shall be no pyramiding of overtime premium pay for weekly overtime hours, holiday work and call-back pay.

Section 15.7. Weekend Premium. Full-time employees who are regularly scheduled to work a Saturday or Sunday shall be paid one dollar (\$1.00) per hour premium in addition to their regular rate of pay.

Section 15.8. Furlough Days. In an effort to avoid layoffs, each employee may be required to take up to twenty-six (26) unpaid furlough days in calendar year 2010. Each employee will be required to take five (5) furlough days by the end of the first pay period in April of 2010. These furlough days shall be scheduled by the employee, with the approval of the Employer, prior to December 31, 2009. If additional furlough days are needed, the Employer shall notify the employees of the number of days to be taken in the next quarter prior to the end of the previous quarter. A deadline for the scheduling of the furlough days will be given at that time. A request to reschedule a furlough day must be made at least forty-eight (48) hours in advance and must have the approval of the Employer. No employee will be required to take more than two furlough days in a pay

period. The Employer reserves the right to cancel and reschedule a furlough day, if necessary, for the efficient operation of the Department.

The Employer and the Union agree to meet during the calendar year to discuss budget issues and the need for additional furlough days.

This provision shall expire on December 31, 2011, unless mutually extended by the parties.

## MISCELLANEOUS

Section 16.1. Rules and Regulations. The County reserves the right to establish reasonable rules and regulations and personnel policies not inconsistent with this Agreement.

Section 16.2. Captions and Gender. The captions used in each Section of this Agreement are for purposes of identification and are not a substantive part of this Agreement. Reference to the masculine gender shall equally refer to the feminine gender and vice versa.

Section 16.3. Bulletin Board. The County will provide bulletin boards to be used by the Union to post official notices of Union business (such as notices of meetings, newsletters, and notices related to business and social activities of the Union). The Employer, however, reserves the right to police the bulletin boards for inappropriate materials.

Section 16.4. Health and Safety. The County and the Union subscribe to the principle of good health and safety conditions. Where the County shall deem it necessary, it shall provide for protective devices and equipment, subject to such rules for the use, preservation and care of such equipment as the County shall provide. Employees shall report all defects in equipment on the approved form at the completion of their shift. All accidents shall be reported immediately, and an accident report on the approved form shall be completed by the employee involved before the commencement of his next shift.

Section 16.5. Drug and Alcohol Testing. The Employer strictly prohibits the manufacture, unauthorized use or possession, sale or distribution of drugs/alcohol by its employees on Employer premises (including parking lots and Employer's vehicles) or during working time. Compliance with this Section, the Commercial Motor Vehicle Driver Substance Abuse Policy and its operating procedures or any Employer Rule and Regulation regarding illegal drugs and controlled substances is a condition of employment, and any violation of their provisions regarding illegal drugs and controlled substances (but not alcohol) including a positive test result, shall be considered just cause for immediate termination of employment for a first violation.



The Union acknowledges that its members are employed in safety sensitive positions and that its members or citizens could be placed in jeopardy by an employee's use of drugs/alcohol. Therefore, it is agreed that an employee will be required to submit to a breath alcohol or urinalysis examination (or other examination as provided for by the Department of Transportation regulations) for the purpose of detection of the employee's use of unauthorized prescriptive drugs, illegal drugs, controlled substances, and/or alcohol in the following circumstances and as provided in the Commercial Motor Vehicle Substance Abuse Policy and its operating procedures:

- (1) If the Employer has a reasonable suspicion that the employee in question is:
  - (a) Under the influence, impaired or otherwise affected by the use of drugs/alcohol, or,
  - (b) Is currently possessing on the Employer premises (or in Employer vehicles) unauthorized drugs/alcohol, or,
  - (c) Has sold, distributed drugs/alcohol on or off Employer premises or attempted the same.
- (2) As a part of a routine scheduled physical examination.
- (3) May be required upon return from a leave of absence of thirty (30) days or more.
- (4) During random periods during an employee's probationary period.

The Employer agrees to treat all information received relating to an employee's alleged involvement with drugs/alcohol as confidential and will only transmit such information to those individuals who need to know. The breath alcohol, urine or other examinations will be performed by a reliable medical or testing organization.

Last Chance Policy. An employee who voluntarily discloses a dependency on drugs/alcohol to the Employer and voluntarily undergoes an Employer-approved, supervised detoxification treatment program will be given a leave of absence for such purposes of up to ninety (90) days and the Employer will refrain from taking any disciplinary action against the employee provided that: (1) such disclosure is the first and only involvement with drugs/alcohol for the employee, and (2) the employee satisfactorily completes the detoxification treatment program as prescribed, and (3) the employee remains free of drug/alcohol use and strictly complies with the Employer's drug free program.

Section 16.6. Longevity Compensation. There is established, for all classes of classified positions in the County service, a schedule of Longevity Compensation Rates, separate from the regular compensation schedule, as follows and which longevity payment is made on December 15:

be examined by a doctor of its choice and at its expense. If the dispute still exists, final resolution, binding on both parties, shall be a report of a third (3rd) doctor chosen by the employee's doctor and the Employer's doctor. The cost of this report shall be shared equally by the Employer and the employee.

Section 16.9. Tool Allowance. The Equipment Specialist must provide his own hand tools. The Equipment Specialist shall receive an annual tool allowance of \$250 for 2006. Effective 2007 the annual tool allowance shall be \$275, which shall be paid the first pay period following June 1. Effective 2008 the annual tool allowance shall be \$300.

Section 16.10. Uniforms. All full-time employees covered by this Agreement shall be provided with five (5) sets of uniforms each year subject to reasonable rules for the preservation, use and care of such uniforms. With the approval of the Parks Department Director additional pants will be provided as needed. Part-time employees will be supplied with uniforms as needed.

Each full time employee may select either a coat or boots each year. The Employer will pay up to \$100 towards either, each year, through a vendor selected by the Employer.

Section 16.11. Commercial Driver's License Endorsement. A commercial driver's license shall be required in accordance with the law by all drivers of motor vehicles. The maximum number of employees without CDL's at one time due to medical reasons will be three based upon the current equipment and personnel configuration. However at the Employer's discretion, the Employer may waive the maximum limitation of three. Seniority will prevail if a fourth person needs a medical waiver.

Section 16.12. Revoked Driver's License. Any employee who is required to operate a motor vehicle in the course of his employment, shall, as a condition of continued employment, maintain a valid motor vehicle operator's license and all required endorsements. If a driver's license or any required endorsement is revoked the employee shall be suspended without pay and benefits until such license or endorsement is restored but not to exceed ninety (90) days. If said license or endorsement is not restored within such ninety (90) day period, the employee shall be discharged.

Section 16.13. Mileage. In the event the employee is required to use his personal vehicle at the direction of the Employer, he shall be reimbursed at the U. S. Internal Revenue Service authorized mileage rate.

Section 16.14. Waiver Clause. It is the intent of the parties hereto that the provisions of this Agreement, which supersedes all prior agreements and understandings, oral or written, express or implied, between such parties, shall govern their entire relationship and shall be the sole source of any and all rights or claims which may be asserted in arbitration hereunder or otherwise. 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 area of collective bargaining, and that the understandings and agreements arrived at

Section 16.12. Revoked Driver's License. Any employee who is required to operate a motor vehicle in the course of his employment, shall, as a condition of continued employment, maintain a valid motor vehicle operator's license and all required endorsements. If a driver's license or any required endorsement is revoked the employee shall be suspended without pay and benefits until such license or endorsement is restored but not to exceed ninety (90) days. If said license or endorsement is not restored within such ninety (90) day period, the employee shall be discharged.

Section 16.13. Mileage. In the event the employee is required to use his personal vehicle at the direction of the Employer, he shall be reimbursed at the U. S. Internal Revenue Service authorized mileage rate.

Section 16.14. Waiver Clause. It is the intent of the parties hereto that the provisions of this Agreement, which supersedes all prior agreements and understandings, oral or written, express or implied, between such parties, shall govern their entire relationship and shall be the sole source of any and all rights or claims which may be asserted in arbitration hereunder or otherwise. 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 area 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 County and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter 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 of the parties at the time that they negotiated or signed this Agreement.

**DURATION**

Section 17.1. This Agreement shall remain in force until 12:00 midnight, December 31, 2011, and thereafter for successive periods of one (1) year unless either party shall, on or before the 60th day prior to expiration, serve written notice on the other party of a desire to terminate, modify, alter, negotiate, change or amend this Agreement. A notice of desire to modify, alter, amend, negotiate or change, or any combination thereof, shall have the effect of terminating the entire Agreement on the expiration date in the same manner as a notice of desire to terminate unless before that date all subjects of amendment proposed by either party have been disposed of by agreement or by withdrawal by the party proposing amendment, modification, negotiation, change or any combination thereof.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this \_\_\_\_ day of \_\_\_\_, 2010.

TEAMSTERS LOCAL NO. 214

A handwritten signature in cursive script, appearing to read "Paul R. [unclear]".

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

COUNTY OF KENT

A handwritten signature in cursive script, appearing to read "[unclear]".

A handwritten signature in cursive script, appearing to read "[unclear]".

A handwritten signature in cursive script, appearing to read "Sandra J. Parrish".

\_\_\_\_\_

**APPENDIX A**

**WAGE SCALE - KENT COUNTY PARKS DEPARTMENT**

	C	D	E	F	G
--	---	---	---	---	---

1/1/2009

Park Manager	\$20.44	\$21.18	\$21.94	\$22.74	\$23.56
Assistant Park Manager	\$19.93	\$20.65	\$21.40	\$22.18	\$22.98
Maintenance Specialist	\$20.44	\$21.18	\$21.94	\$22.74	\$23.56
Equipment Specialist	\$20.44	\$21.18	\$21.94	\$22.74	\$23.56
Turf Specialist	\$20.44	\$21.18	\$21.94	\$22.74	\$23.56

1/1/2010

Park Manager	\$20.44	\$21.18	\$21.94	\$22.74	\$23.56
Assistant Park Manager	\$19.93	\$20.65	\$21.40	\$22.18	\$22.98
Maintenance Specialist	\$20.44	\$21.18	\$21.94	\$22.74	\$23.56
Equipment Specialist	\$20.44	\$21.18	\$21.94	\$22.74	\$23.56
Turf Specialist	\$20.44	\$21.18	\$21.94	\$22.74	\$23.56

1/1/2011

Park Manager	\$20.90	\$21.66	\$22.44	\$23.26	\$24.10
Assistant Park Manager	\$20.38	\$21.12	\$21.89	\$22.68	\$23.50
Maintenance Specialist	\$20.90	\$21.66	\$22.44	\$23.26	\$24.10
Equipment Specialist	\$20.90	\$21.66	\$22.44	\$23.26	\$24.10
Turf Specialist	\$20.90	\$21.66	\$22.44	\$23.26	\$24.10

Appendix B

3-Year Healthcare Plan Summary Chart

	2009		2010		2011	
	In Network	Out of * Network	In Network	Out of * Network	In Network	Out of * Network
<b>Preventative Care</b>	100%	80%	100%	80%	100%	80%
<b>Office Visit</b>	\$20	80%	\$20	80%	\$25	80%
<b>Urgent Care</b>	\$30	80%	\$30	80%	\$40	80%
<b>ER Visits (Waive if admitted)</b>	\$100	80%	\$100	80%	\$125	80%
<b><u>Deductible</u></b>						
<b>Individual</b>	\$200	\$400	\$200	\$400	\$250	\$500
<b>Family</b>	\$400	\$800	\$400	\$800	\$500	\$1,000
<b>Coinsurance</b> (except as provided under current mental health and skilled nursing provisions)	100%	80%	95/5	75/25	90/10	70/30
<b><u>Out-of-Pocket Max for Coinsurance</u></b>						
<b>Individual</b>	N/A	\$1,200	\$600	\$1,200	\$750	\$1,500
<b>Family</b> (Does not include deductibles)	N/A	\$2,400	\$1,200	\$2,400	\$1,500	\$3,000
<b><u>GVHMO Office Visit</u></b>	\$10	-	\$10	-	\$20	-
<b><u>Traditional Plan</u></b>	Eliminate		Eliminate		Eliminate	
<b><u>Prescription Drugs</u></b>						
<b>Co-pay applies as dispensed</b>						
<b>Generic</b>	\$15		\$15		\$15	
<b>Formulary</b>	\$20		\$20		\$25	
<b>Non-Formulary</b>	\$40		\$40		\$45	
<b>Mail Order co-pay for Maintenance Drugs</b>	1X Co-pay for 90 Day Supply		2X Co-pay for 90 Day Supply		2X Co-pay for 90 Day Supply	
<b>Premium Share</b>	10%		15%**		15%**	

\*\*2.5% credit for Wellness Program (HRA, Annual Physical)

\*\*2.5% credit for Wellness Program Non-Smoker or smoking cessation program

\*Deductibles/Co-Pays apply to all out of network changes

**Plan Design Change Notes for 2009**

- Add baseline/routine colonoscopy as preventative benefit
- Add standard adult immunizations as preventative (Advisory Committee on Immunization Practices)
- Additional benefits to cover contraceptive devices and voluntary sterilization
- Remove preventative limitation on partial lab tests
- Rx copay applied as drug is dispensed (i.e. generic @ \$15, formulary @ \$20, non-formulary @ \$40)
- Remove erectile dysfunction lifestyle drugs (i.e. Viagra, Cialis, etc.) from approved list
- 2009 phase-in of Health Risk Assessments/Annual Physicals to support 2010 incentives
- No "payment in lieu of health insurance" if spouse is covered by a County health insurance plan