

AGREEMENT

Between

COUNTY OF KENT

And

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

Effective: December 11, 2008 – December 31, 2011

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AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of January, 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."

WITNESSETH

WHEREAS, the County and the Union recognize that the efficient administration of the County Government and the well-being of the employees require that orderly and constructive relationships be maintained between the parties hereto; and

WHEREAS, subject to law, and the paramount requirements of public service, employer-employee relationships should be improved by providing employees an opportunity for greater participation in the formulation and implementation of policies affecting the conditions of their employment; and

WHEREAS, effective employer-employee cooperation in serving the public requires a clear statement of the respective rights and obligations of the County and the Union.

NOW, THEREFORE, the parties agree as follows:

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 registered nurses employed by the County of Kent as public health nurses, BUT EXCLUDING the Director of Nursing, all division heads and other supervisors, and temporary registered nurses.

Section 1.2. Temporary Permit Registered Nurses. Persons who are awaiting Michigan registration and who are employed as public health nurses in the unit described above and are under temporary permit issued by the Michigan Board of Nursing shall be included in this unit.

Section 1.3. Temporary Employees. The County reserves the right to hire temporary or irregular employees. The period of temporary employment shall not exceed six (6) months except when said temporary employees are used for special projects or to replace a bargaining unit employee who is on an approved leave in which instance a temporary employee may be utilized until the bargaining unit employee returns to work. Such employees shall not be subject to the terms of this Agreement. Temporary employees shall not be used to displace bargaining unit employees.

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 and regular part-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:

- (a) Full-Time Employee: A full-time employee is an employee who is working the official workweek on a regular schedule in a position classified by the County.
- (b) 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 requires less than the official workweek. In order to be eligible for benefits provided for regular part-time employees by this Agreement, other than vacation, a regular part-time employee must be regularly scheduled to work forty (40) or more hours in a pay period.
- (c) 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.
- (d) 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.
- (e) Employment Status: Employment status shall be defined as full-time or regular part-time.

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.

- (a) 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.
- (b) 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.
- (c) Other arrangements for deductions of Union membership dues may be made by mutual agreement of the parties.
- (d) 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.
- (e) 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.

- (f) The Union shall notify the County, in writing, of the proper amount of Union membership dues and any subsequent changes in such amounts.
- (g) 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.
- (h) 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.
- (i) All dues and assessment 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. Bargaining and Grievance Committee. The Employer hereby agrees to recognize a bargaining and grievance committee composed of five (5) 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 Union may have up to two (2) part-time employees as members of the Bargaining and Grievance Committee. This committee 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 Steward to leave her work in order to handle a grievance in accordance with the grievance procedure, such representative shall notify her immediate supervisor or division head. She shall return to her job as promptly as possible and upon returning, shall immediately report to her supervisor or department head. If it is impossible for the Steward to be relieved of her duty upon request, she shall be excused at the earliest possible time after proper arrangements have been made. Where possible, Stewards shall investigate and/or discuss grievances at their offices.

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, Alternates and committee members. Such representatives shall not be recognized under the terms of this Agreement until such written notice is received by the County.

DISCIPLINE AND DISCHARGE PROCEDURE

Section 6.1. Discipline and Discharge.

- (a) The Employer agrees that disciplinary action, including disciplinary demotion and/or transfer, shall be based upon just cause.
- (b) 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.
- (c) An employee who has been discharged may consult with her Union representative before she 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.

- (d) 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.
- (e) 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 Division 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 for the appropriate area. The Division Director or his/her 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 Division Director or his/her 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, the Steward may appeal the Step 1 decision by submitting the grievance to the Health Department Director or his/her designee, within five (5) days following receipt of the Division Director's answer in 1. A meeting shall be scheduled at the convenience of the parties within fourteen (14) days following submission of the grievance appeal to the Department Director. Such meeting shall be between Health Department and the grievant and the Steward or Chief Steward. The Employer's written answer to the grievance shall be submitted to the Chief Steward within ten (10) days following the meeting.

Step 3

If the grievance is not satisfactorily settled in Step 2 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 2. 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. 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 Step 1 or Step 2, the Chief Steward shall be notified in writing, and the matter shall be processed in accordance with Step 3.

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 3 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 3 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 17.9.

Section 7.14. Lost Time. The County agrees to pay members of the Bargaining and Grievance Committee 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.

STRIKES AND ILLEGAL ACTIVITY

Section 8.1. Prohibited. During the term of this Agreement or any extensions thereof, neither the Union nor any employee shall, either directly or indirectly, cause, attempt to cause, or participate in any strike of any sort whatsoever, either complete or partial, against the County, or engage in, either directly or indirectly, any complete or partial stoppage of work, walkout, slowdown, or refusal to do reasonably assigned work or interfere in any manner with any of the normal operations of the County or in any conduct which causes or results in such interference.

Section 8.2. Violation. Any employee who engages in any activity prohibited by Section 8.1 shall be subject to such disciplinary action as the County deems appropriate, up to and including discharge. The Union acknowledges that discharge is an appropriate penalty for the violation of Section 8.1.

HOURS OF WORK AND OVERTIME

Section 9.1. Workweek. The official workweek for employees shall be forty (40) hours per week, not including a lunch period of one (1) hour each day. Schedules shall be prepared by the Employer, and employees shall be notified in advance.

Section 9.2. Overtime. Time and one-half (1-1/2) the employee's straight time hourly rate shall be paid for all hours worked in excess of forty (40) hours in the workweek and for all work performed on Saturday, Sunday or a recognized holiday (excluding the employee's birthday). Reasonable amounts of overtime beyond the official workweek or the regular schedule may be required when requested by the Employer in order to provide the required services to the public. Overtime must be pre-approved by the employee's supervisor except in the case of an emergency or extenuating circumstances.

Section 9.3. Clinic Scheduling. Clinic schedules will be posted at least two (2) weeks prior to the end of the month. Time off requests for the succeeding month are to be made prior to the posting of the schedule.

SENIORITY

Section 10.1. Seniority Definition. Seniority shall be defined to mean the length of the employee's continuous service with the County commencing from 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 service with the County in a bargaining unit position covered by this agreement. The application of seniority and bargaining unit 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. For employees in the bargaining unit as of June 9, 2004, bargaining unit seniority shall be equivalent to their County seniority.

Section 10.2. Probationary Period. All new full-time employees shall be considered probationary employees for a period of six (6) months following their most recent date of employment with the County. Part-time employees shall be considered probationary employees for the first six (6) months of employment following their most recent date of hire with the Employer. Evaluations of new full-time and part-time employees shall be after the first four (4) months of employment. The parties may mutually agree to extend the probationary period, in the case of any employee whose performance has not been

satisfactory in the opinion of the Employer, for an additional period, not to exceed three (3) months in the case of a full-time or part-time employee, by giving written notice and the reason therefore to the employee. An employee who is absent from work in excess of fourteen (14) days shall have her probationary period extended for a period of time equal to her absence. Upon completion of her probationary period, the employee shall be placed on the seniority list with seniority dating from her most recent date of hire. During the probationary period, an employee may be laid off or terminated by the Employer without regard and without recourse to this Agreement. For purposes of determining advancement in pay steps for employees, other than full-time employees, straight time compensated hours shall be calculated with two thousand eighty (2,080) hours equaling one year.

Section 10.3. Benefits. Employee benefits shall commence and terminate as follows:

- (a) Hospitalization insurance shall commence the first day of the month following date of employment. Employer contributions shall terminate the first of the month following termination of employment or commencement of an unpaid leave of absence or layoff, except as otherwise provided in this Agreement, unless the employee contributes in advance the required premiums.
- (b) Life insurance shall commence the first of the month immediately following the completion of six (6) months of employment. Employer contributions cease as provided for hospitalization insurance.
- (c) **Pro-Rata Benefits.** Paid personal leave time, longevity and vacation benefits recited herein are predicated on an employee's working a full-time schedule on a basis of two thousand eighty (2,080) hours during a twelve (12) month period. Paid personal leaves of absence and vacations shall be considered as a day of work (8 hours). An employee who is absent from work in excess of thirty (30) cumulative days due to an unpaid leave of absence or layoff shall receive these benefits, if otherwise eligible, on a pro-rata or reduced basis which shall be the ratio of his hours of work to a full-time schedule of two thousand eighty (2,080) hours except as otherwise provided in this Agreement.

Section 10.4. Seniority List. The County shall prepare a seniority list and submit it to the Union annually not later than February 1. In the event of a layoff, the County will provide an up-to-date seniority list to the Union, Chief Steward and to employees who receive a layoff notice.

Section 10.5. Loss of Seniority. Seniority shall be lost and the employment relationship shall end under the following conditions:

- (a) By quit or discharge; unless the employee is rehired within six (6) months of her quit or discharge;

- (b) Absence from work for three (3) consecutive working days unless otherwise excused;
- (c) Failure to return to work upon recall from a layoff;
- (d) Failure to return to work at the expiration of a leave of absence, unless otherwise excused;
- (e) Laid off for more than twelve (12) months;
- (f) Retirement

LEAVES OF ABSENCE

Section 11.1. Personal Leave.

- (a) Personal Leave Without Pay. Employees may be granted a personal leave of absence without pay upon approval. Requests for personal leave of absence shall be in writing and given to the division director. Such requests shall state the reasons for the leave. Approval shall be in writing by the employee's division director and the Human Resources Director.

Each employee shall be entitled to forty (40) hours of leave without pay annually without loss of benefits, if scheduled in advance with the employee's immediate supervisor. Such leave may only be taken after the employee has exhausted all of his/her paid personal leave time provided in Section 11.9. Probationary employees may use up to sixteen (16) hours of the above unpaid leave for absences due to illness, subject to verification.

- (b) Personal Leave With Pay. Personal leaves of absence may be granted with pay upon approval of the Finance Committee.
- (c) Union Leave Without Pay. The County may grant up to five (5) consecutive days leave of absence without pay to any Union Steward to attend Union functions or seminars, provided, however, that two weeks (14 days) advance notice is given and that such leave does not interfere with the personnel requirements of the Department. Seniority and all fringe benefits shall continue during such leave.

Section 11.2. 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 Workers' Compensation Law of the State of Michigan, such employee, with the approval of the Human Resources Director, shall be allowed salary payments, which with her compensation benefit, equal her 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 Workers' Compensation Law of the State of Michigan.

- (a) 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 11.3. Military Leave.

- (a) Any permanent 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 a period of such duty. 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, provided she satisfies the eligibility requirements established under this Agreement.
- (b) Any permanent 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 County the difference between the amount received for such training and the employee's regular salary or wage.
- (c) An employee who is a member of a reserve component of the armed forces and is ordered to perform emergency duty, by compulsory a call of the Governor of the State of Michigan or the President of the United States, shall be entitled to an emergency military leave. While on such leave the employee shall be paid the difference between the amount the employee receives for such duty and his/her regular salary and wage for the period set forth in County Policy.

Section 11.4. 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:

- (a) Give the division director reasonable advance notice of the time that the employee is required to report for jury duty;

- (b) 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
- (c) Return to work promptly if after she is summoned by the Court, she is excused from jury duty service.

Section 11.5. Educational Leave.

- (a) Leave of absence without pay may be granted to pursue an educational program if approved by the Department Director and the County's Human Resources Director.
- (b) Special arrangements in work schedules may be provided to attend educational classes with the approval of the Department Director.
- (c) Opportunities for paid workshops, seminars and other programs shall be offered and awarded to registered nurses equitably conditioned upon the availability of funds, personnel needs of the Department and the level of training required of the particular registered nurse as determined by the Department Director and the County's Human Resources Director.

Section 11.6. 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. This benefit is not available for regular part-time employees.

Section 11.7. 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:

- (a) Spouse, children, father, mother, sister, brother, minor stepchild: five (5) consecutive days.
- (b) 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.
- (c) 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 to 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 11.8. Family and Medical Leave.

- (a) 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). The parties agree to a twelve (12) month rolling period which shall be measured back from the first date the employee's FMLA qualifying leave begins.
- (b) 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 available at the time the FMLA leave commences. Such request must be made in writing when he is placed on a Family and Medical Leave.

Section 11.9. Paid Personal Leave Time.

- (a) Personal Leave – Current Full-Time and Part-Time Employees. All full-time employees who have completed six (6) months of service as of December 31 shall be credited with eighty (80) hours of paid personal leave time on January 1 of each year. All part-time employees who have completed 1,040 hours of employment by December 31 shall be credited with forty (40) hours of paid personal leave time on January 1 of each year.
- (b) Personal Leave – New Full-Time Employees. Upon completion of six months of service, a full-time employee will be credited with a pro rata amount of paid personal leave time at the rate of 6.7 hours for each month remaining in the calendar year following the month the employee completes probation. The amount of hours will be rounded to the nearest whole number of hours.

Example 1 – An employee completes her probationary period in March. She will be credited with 60 hours of paid personal leave time at the completion of her probationary period (6.7 hours for each month April-December).

Example 2 – An employee completes her probationary period in August. She will be credited with 26.7 hours of paid personal leave time (6.7 hours for each month September-December).

- (c) Personal Leave – New Part-Time Employees. Upon completion of 1,040 hours of work a regular part-time employee will be credited with a pro rata amount of paid personal leave time at the rate of 3.3 hours for each month remaining in the calendar year following the month the regular part-time employee completes 1,040 hours of work.

Example 1 – A regular part-time employee completes her 1,040 probationary period in February. She will be credited with 33 hours of paid personal time (3.3 hours for each month March – December).

Example 2 – A regular part-time employee completes her 1,040 hour probationary period in June. She will be credited with 19.8 hours of paid personal leave time (3.3 hours for each month July – December).

- (d) Paid personal leave time shall be granted for personal reasons or when an employee is unable to perform his duties because of illness or injury.
- (e) Paid leave days shall be charged against the employee's paid personal leave time account in the amount taken.
- (f) At the end of each calendar year, an employee shall elect to be paid for seventy-five percent (75%) of all earned but unused paid personal leave time as his straight time rate of pay as of December 31 or place all unused hours in her sick leave bank. Payment shall be made in the first full pay period in January. 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.

VACATIONS

Section 12.1. Vacation Accrual.

- (a) 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 unworked holidays, vacations, paid sick leave, and paid personal leave time, County paid leaves of absence and leaves granted pursuant to the second paragraph of Section 11.1.

- (b) Upon completion of his/her probationary period a full-time employee will be credited with forty (40) hours of vacation. Upon completion of 1,040 hours of straight time work a part-time employee shall 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 12.2. 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 her vacation leave one (1) day at a time unless otherwise approved by her supervisor. Employees desiring a preference based on bargaining unit seniority shall submit their written selection prior to February 15 for the vacation period April 1 through March 31 of the following year. Exceptions to this policy shall be considered for individual cases. Once an employee has made her selection, she shall not be permitted to change her 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. Under most circumstances the Employer will give the employee a response to her vacation request as soon as possible and within two (2) weeks shall be used as a guideline.

Section 12.3. Vacation Credits During Leaves of Absence. Days of leaves of absence (without pay) shall not be considered as days worked for the purpose of acquiring vacation credits, provided however, that special circumstances may be considered by the Human Resources Director with the approval of the Fiscal Services Director.

Section 12.4. Vacation Pay.

- (a) An employee will be paid for the vacation period on the basis of forty (40) hours per week and eight (8) hours per day, at the employee's rate at the time she takes her vacation.
- (b) An employee wishing to receive her vacation payment on the payday preceding her vacation may apply to the Fiscal Services Director no later than three (3) weeks prior to that pay period.

Section 12.5. Accrued Vacation. Vacation earned and unused as of January 1, shall be paid to an employee upon termination of employment. In case of death, payment will be made to the named beneficiary or estate.

Section 12.6. Hospitalized 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 12.7. Vacation Accumulation. An employee shall not accumulate vacation at any one time in excess of two hundred eighty (280) hours.

Section 12.8. Vacation Buyback. If an employee is earning vacation at the rate of one hundred sixty (160) or more vacation hours at the beginning of the calendar year and the employee has taken at least eighty (80) or more hours of vacation in the calendar year, the employee may request if writing that she receive forty (40) hours pay in the last full pay period of the calendar year in lieu of forty (40) hours of vacation time.

HOLIDAYS

Section 13.1. Recognized Holidays.

A full-time employee shall be entitled to holiday leave with pay on the following 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 13.2. Holiday Eligibility. Employee eligibility for holiday pay is subject to the following conditions and qualifications:

- (a) An employee, to be eligible for a holiday with pay, must be a full-time or part-time employee on the day of the holiday and must have worked on her scheduled workday immediately preceding and following the holiday.
 - (1) If an employee is absent from work on her scheduled workday immediately preceding and/or following the named recognized holiday, due to an approved funeral leave, jury leave, witness leave, vacation or paid personal leave time such time shall be considered as time worked for purposes of holiday eligibility.
- (b) Employees who are prevented from working the day before or the day after a holiday due to hospitalization, and who are otherwise eligible for holiday pay shall receive holiday pay. Exceptions will be made for an employee who is off work due to hospitalization or a personal medical condition that incapacitates them from performing their duties unless the employee is

receiving sickness and accident benefits for such absence. The Department Head or designee may require medical certification of the employee's inability to work on the day(s) in question.

- (c) When one of the recognized holidays falls on a Sunday, Monday shall be observed as a holiday. When a recognized holiday falls on a Saturday, the preceding Friday shall be observed as a holiday.
- (d) An employee who is scheduled to work on a holiday and fails to report shall not receive holiday pay for that day unless otherwise excused by the Human Resources Director.

Section 13.3. Holidays for Regular Part-Time Employees. Regular part-time employees shall receive eight (8) hours of pay at their regular rate for Christmas and four (4) hours pay at their regular straight rate for each of the other recognized holidays for which they are eligible. Such pay will be made in the pay period in which the holiday occurs. Regular part-time employees who are regularly scheduled to work on a holiday recognized by this Agreement will be given an opportunity to make up any lost time as a result of the holiday.

INSURANCE

Section 14.1. Health Insurance. All full-time employees and eligible dependents shall be provided with Kent County Wellness PPO 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 pay roll deduction. Effective January 1, 2010, the employee premium contribution may be reduced by two and one-half percent if the employee has participated in the wellness program and an additional two and one-half percent if the employee is a non-smoker or is participating in a smoking cessation program.
- (b) As an alternative to the County hospitalization coverage, 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 hospitalization 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 hospitalization insurance.

Section 14.2. Plan Design. The parties agree that in the event a committee is formed to discuss plan design changes during the term of this Agreement the bargaining unit shall have a representative on such committee.

Section 14.3. Part-Time Employee Health Insurance. Regular part-time employees who are not covered by any other hospitalization insurance plan shall be eligible for a thirty-five dollar (\$35.00) per pay period credit towards the County hospitalization insurance program.

Section 14.4. Payment in Lieu of Hospitalization Insurance. Notwithstanding the provisions of Section 14.1 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 14.1 and in lieu thereof, shall receive thirty-five dollars (\$35.00) per pay period subject to the following:

- (a) The employee must provide proof of insurance coverage from some other source.
- (b) 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.
- (c) All insurance waived employees who wish to return to provided insurance may do so during the open enrollment period.
- (d) 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.
- (e) 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.
- (f) Waiver of coverage procedures must be acceptable to the applicable insurance carrier.

Payment in lieu of hospitalization shall not be paid to an employee whose spouse is covered by a County plan.

Section 14.5. Life Insurance. Effective as soon as possible following ratification the County shall pay the required premiums to provide each full-time employee with seniority with a Thirty-Five Thousand Dollar (\$35,000) Term Life Insurance policy with double indemnity. Effective January 1, 2011, the amount of the term life insurance benefit shall be increased to Forty Thousand Dollars (\$40,000).

Section 14.6. Supplemental Term Life Insurance. Employees may purchase an additional amount of Supplemental Term Life Insurance in multiples of \$5,000 up to a maximum of \$150,000 through payroll deduction.

Section 14.7. Dental Program. The County will provide a Dental Program for all full-time employees with seniority wherein benefits shall provide fifty percent (50%) of dental fees paid by the Dental Program with a two thousand two hundred dollar (\$2,200) annual maximum and fifty percent (50%) of the dental fees paid by the employee. The County shall also provide to all full-time employees an orthodontic rider with benefits on a 50/50 co-pay basis with maximum dental benefits remaining at two thousand two hundred dollars (\$2,200). The Dental Program will reimburse one hundred percent (100%) of Class I services (two cleanings and one x-ray per year) subject to the two thousand two hundred dollar (\$2,200) annual maximum. Effective January 1, 2011 the maximum annual benefit shall be two thousand three hundred dollars (\$2,300).

Section 14.8. Optical Insurance. Full-time employees will be provided with coverage under the County optical insurance program. Effective as soon as possible after ratification the Plan will provide for glasses each year if there has been a prescription change according to the carrier's rules.

Section 14.9. 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 14.10. 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 Employer's retirement plan on January 1, 1991, or thereafter, in accordance with the following:

- (a) Employees who retire on or after January 1, 2009, who have a minimum of twenty-five (25) years of credited service, and employees who receive a duty disability retirement after January 1, 2009, shall receive, at the Employer's expense, the lowest single subscriber health insurance currently available to bargaining unit members, up to a maximum of three hundred dollars (\$300.00) per month.
- (b) Retirees with less than twenty-five (25) years of continuous 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.

- (c) Insurance premiums shall be paid commencing the first month following retirement, including disability but excluding deferred, and ending upon the death of the employee.
- (d) 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.
- (e) Insurance premiums shall be paid commencing the first full month following retirement, including disability but excluding deferred and ending on the death of the employee.
- (f) No payments shall be made by the Employer if:
 - (1) the employee receives a deferred pension;
 - (2) the employee, after retirement, is employed by another employer who provides a health care program or insurance for its employees;
 - (3) the retiree is covered by a health care program or insurance under his/her spouse's employment;
 - (4) the balance of the required premiums required by the carrier in excess of those paid by the employer, are not paid by the employee.
- (g) 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 14.1.

Section 14.11. Sickness and Accident Benefits.

- (a) 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 (1st) day of disability due to accident or hospitalization and eighth (8th) 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.

- (b) 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.
- (c) 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.
- (d) 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.
- (e) Accrued sick leave hours earned prior to January 1, 2002 shall be placed in a sick leave bank. The employee may use the hours in the sick bank, including those unused hours of paid personal time placed in the sick bank at the end of any year, in the following manner:
 - (1) To supplement the 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.
 - (2) 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.
 - (3) Upon retirement under the Kent County Employees' Retirement Plan on or after January 1, 2002 (other than a deferred retirement) all remaining hours in the employee's sick bank shall be applied to pension service credit.

Section 14.12. Section 125 Plan. All health insurance premiums paid by the employee shall be pre-tax. Employees may elect to participate in the County's Section 125 Plan.

PROMOTIONS AND TRANSFERS

Section 15.1. Postings. Vacant positions in the bargaining unit, which are to be filled, shall be posted on the bulletin board at all Health Department offices for five (5) 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 with the Division 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.

Section 15.2. Seniority Status Outside of the Bargaining Unit. Employees who apply for and are accepted for a non-bargaining unit position with the Health Department or County shall have their bargaining unit seniority frozen and shall not accrue additional bargaining unit seniority while holding a non-bargaining unit position. Upon rehire into the bargaining unit the employee shall continue to accrue bargaining unit seniority.

LAYOFF AND RECALL

Section 16.1. Layoff Procedure. In the event of a reduction in personnel, the County agrees to layoff employees in the employment status affected in the following order. Employment status shall be defined as full-time or part-time status.

- (a) Non-probationary employees who volunteer and are accepted for layoff, in order of bargaining unit seniority subject to the provisions of Section 16.2.
- (b) Probationary employees.
- (c) Non-probationary employees in the inverse order of bargaining unit seniority.
- (d) It is understood that if, in the opinion of the County, it is necessary for the efficient operation of the Health Department where particular skill, training and experience is required, seniority need not be followed.
- (e) The Employer agrees that they will not increase the number of temporary hours to replace laid off employees.

Section 16.2. Voluntary Layoff. Prior to giving formal notice of layoff, the County shall provide non-probationary employees the opportunity to volunteer for layoff.

- (a) Notification shall be posted in the usual locations for a period of at least three working days. Employees must notify their Division Director of their intent to volunteer within the posting period.
- (b) The County may decline any offer of a voluntary layoff.
- (c) Upon acceptance by the County, the voluntary layoff is irrevocable.

Section 16.3. Superseniarity. For purposes of layoff and recall only, authorized Stewards and the Chief Steward shall head the seniority list of their respective classifications during their term of office. The Union recognizes that the County is not obligated to "make work" for Stewards and the Chief Steward and that such representatives must have the necessary skill and experience to perform the required work.

Section 16.4. Notification of Layoff. 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.

Section 16.5. Displacement Procedure.

- (a) Upon being involuntarily laid off from her position, an employee who so requests in writing to the Department Director within five (5) days of notice of layoff shall be allowed to displace an employee with less bargaining seniority with another employment status provided the employee is able to work the required hours and can perform all of the duties of the work available after a thirty (30) day orientation period. Employees who displace another employee as a result of a layoff shall maintain their current step level including any future step increases that the employee would otherwise be entitled.
- (b) In the event of a funding reduction resulting in a layoff in another program, the Employer reserves the right to reassign employees, by least bargaining unit seniority, in the program which was cut to any vacant position subject to Section 16.1(d).
- (c) Laid off employees shall not be required to accept a position in different employment status nor shall any such refusal result in any penalty (i.e. unemployment benefits or employment relationship).

Section 16.6. Recall. An employee who has been involuntarily laid off or who has displaced an employee in another employment status in lieu of layoff shall be recalled to her former employment status in the inverse order of layoff from the employment status affected when the work force in the employment status is to be increased, provided the employee has not lost her seniority and provided further the employee can perform all of the essential duties of the work available after a thirty (30) day orientation period. An employee who accepted a voluntary layoff shall not be recalled until all involuntary laid off employees are recalled.

Section 16.7. Notification of Recall. Notification of recall from indefinite layoff shall be sent by certified mail, return receipt requested to the employee's last known address at least fourteen (14) days prior to the date the employee is to return to work. The notice shall set forth the date the employee is to return to work. Employees who decline recall or who, in the absence of extenuating circumstances fail to respond within five (5) work days of the date the notice was sent, shall be presumed to have resigned and their names shall be removed from the seniority list.

Section 16.8. Address and Telephone Numbers. It shall be the employee's responsibility to notify the Employer, in writing, of any change of address or telephone number. The employee's address and telephone number as they appear on the Employer's records shall be conclusive.

MISCELLANEOUS

Section 17.1. Mileage. Reimbursable mileage shall be at the U.S. Internal Revenue Service authorized mileage rate.

Section 17.2. Dual Employment. No employee shall hold dual employment where such additional employment shall:

- (a) Create a conflict of interest between the County job and the proposed outside work.
- (b) Work an interference with the employee's regular County work.
- (c) Interfere with the quality or quantity of the employee's regular County work.

Section 17.3. Pension Plan.

- (a) The Kent County Employee's Retirement Plan first effective on January 1, 1949 shall be continued and shall, for employees' ratification of this provide retirement benefits at 2.50% of the employee's final average compensation as defined in the plan. Final average compensation shall be the best three thirty-six (36) consecutive months of the last sixty (60) consecutive months of service. Vesting in the retirement plan is upon five (5) years of credited service.
- (b) During the term of this Agreement the employee's pension contribution shall be one-half (1/2) of the annual amortized actuarial valuation and shall not exceed 6.5% of the employee's annual compensation. The annual amortized actuarial valuation shall be based on the actuarial assumptions and amortization periods established by the Board of Trustees of the Kent County Employees' Retirement Plan and the Kent County Board of Commissioners in their sole discretion.

Section 17.4. Longevity Compensation. The longevity compensation plan as established in the Personnel Policy Manual for the County of Kent shall be continued. This longevity benefit shall be frozen at the level established on January 1, 1989. All employees who were not eligible for longevity on January 1, 1989, and all newly hired employees on or after that date shall not receive longevity benefits.

Section 17.5. Rules and Regulations. The County reserves the right to establish rules and regulations and personnel policies not inconsistent with this Agreement. The Union may object to the reasonableness of any work rule in the Department by filing a grievance within five (5) days after posting or adoption of such rule.

Section 17.6. 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 feminine gender shall equally refer to the masculine gender and visa versa.

Section 17.7. 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 17.8. Subcontracting. Notwithstanding any other contrary provision in this Agreement, the Union recognizes the Employer's right to subcontract under Section 4.1 of this Agreement. Prior to subcontracting work normally performed by bargaining unit employees, if such subcontracting would result in the layoff of bargaining unit employees or result in the reduction of an employee's straight time hours, the Employer will provide the Union thirty (30) calendar days' notice of its intent to subcontract and meet with the Union within fifteen (15) calendar days of the notice to consider alternatives to subcontracting.

Section 17.9. 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.

Section 17.10. Role of the Public Health Nurse. The following is intended as a generalized statement of the role of the public health nurse and shall not restrict the Employer in the exercise of its lawful management rights nor shall it excuse a public health nurse from performing her assignments given to her by her supervisor which is connected with the mission of the Department, provided that such assignment is consistent with her professional ethics.

Kent County public health nurses work as members of a health care team to further community health. They utilize the philosophy, content and methods of both professional nursing and public health. Public health nurses participate in the assessment, planning and implementation and evaluation of community health needs. They may provide

skilled nursing services to individuals and families at home, school, work and in hospitals, clinics, nursing homes and other settings. Public health nurses may participate in educational programs for nurses, community groups, co-workers in public health and allied professions. Kent County public health nurses emphasize promotion and maintenance of health including prevention of disease and disabling conditions. They may provide comprehensive care including maximum rehabilitation of the sick and disabled. The public health nurse frequently serves as liaison between the professional and non-professional workers involved in insuring continuity of care and comprehensive services to individual patients and families. The public health nurse presents the potential public health nursing's contribution in community program planning and in diagnosis and treatment of community ills. The public health nurse lends support and special skills to the total configuration of public health practice.

Section 17.11. Classification and Rates. The classifications and rate schedule attached as Appendix "A" is incorporated herein and made a part of this Agreement. Steps "A" through and including "G" shall be applicable in accordance with the County pay plan. Retroactive payment is limited to those employees who are on the Employer's active payroll as of the effective date of this Agreement.

Section 17.12. Nurse Practice Committee. The Employer agrees to establish and maintain a Nurses Practice Committee under such rules as may be established by the Employer for the purpose of discussing matters of concern regarding nursing practices. These discussions shall not be considered collective bargaining negotiations but rather discussions between the Employer and its employees regarding professional nursing practices.

Section 17.13. Medical Dispute Resolution. In the event of a dispute involving an employee's physical or mental ability to perform her job and the Employer is not satisfied by the determination of the treating physician, the Employer may require the employee to 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 17.14. Tuition Reimbursement. Full-time employees shall be eligible to participate in the County's tuition reimbursement program.

Section 17.15. Uniforms. With the elimination of the clothing allowance employees will no longer be required to wear uniforms.

Section 17.16. Deferred Compensation Plan. Employees will eligible to participate in the County's deferred compensation plan. The minimum contribution shall be twenty-five dollars (\$25.00) per pay period.

Section 17.17, Employee Assistance Program. Employees covered by this Agreement shall be eligible to participate in the County's Employee Assistance Program.

DURATION

Section 18.1. 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 7th day of April, 2009.

TEAMSTERS LOCAL NO. 214

Sheryl Langdon
Sheryl Langdon, Business Rep.

Sue Sefton
Sue Sefton, Chief Steward

Anne Kikstra
Anne Kikstra, Steward

Michelle Anderson
Michelle Anderson, Steward

Lois Ditmar
Lois Ditmar, Steward

Sue DeBoer
Sue DeBoer, Steward

COUNTY OF KENT

Don Cook

Ray C. Morgan

Paul J. Kelleher

APPENDIX A

Range/Step	1/1/2009 Hourly Rate	1/1/2009 Bi- Weekly Rate	1/1/2009 Annual Rate	1/1/2010 Hourly Rate	1/1/2010 Bi- Weekly Rate	1/1/2010 Annual Rate	1/1/2011 Hourly Rate	1/1/2011 Bi- Weekly Rate	1/1/2011 Annual Rate
*****	*****	*****	*****	*****	*****	*****	*****	*****	*****
A	\$21.23	\$1,698.40	\$44,158.40	\$21.71	\$1,736.80	\$45,156.80	\$22.26	\$1,780.80	\$46,300.80
B	\$22.00	\$1,760.00	\$45,760.00	\$22.50	\$1,800.00	\$46,800.00	\$23.07	\$1,845.60	\$47,985.60
C	\$22.98	\$1,838.40	\$47,798.40	\$23.50	\$1,880.00	\$48,880.00	\$24.09	\$1,927.20	\$50,107.20
D	\$23.72	\$1,897.60	\$49,337.60	\$24.26	\$1,940.80	\$50,460.80	\$24.87	\$1,989.60	\$51,729.60
E	\$24.87	\$1,989.60	\$51,729.60	\$25.43	\$2,034.40	\$52,894.40	\$26.07	\$2,085.60	\$54,225.60
F	\$25.88	\$2,070.40	\$53,830.40	\$26.47	\$2,117.60	\$55,057.60	\$27.14	\$2,171.20	\$56,451.20
G	\$27.17	\$2,173.60	\$56,513.60	\$27.79	\$2,223.20	\$57,803.20	\$28.49	\$2,279.20	\$59,259.20

* Increase 2.00%

2.25%

2.50%

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

LETTER OF UNDERSTANDING
Between
COUNTY OF KENT
And
TEAMSTERS STATE, COUNTY & MUNICIPAL WORKERS
LOCAL 214

WHEREAS the parties, on behalf of the Kent County Public Health Department's Public Health Nurses, have entered into a collective bargaining agreement which expires on December 31, 2011; and

WHEREAS the parties may by mutual agreement amend said agreement;

The parties hereby agree to the following:

- That any bargaining unit member who may become ill from receiving smallpox vaccinations or contract an illness from participating in the smallpox vaccination program will not be required to use their accrued personal days or vacation days for time off work if related to said illness and the illness occurs within twenty days of contact.
- In the event a bargaining unit employee contracts an illness or disability as a result of the vaccination program and becomes covered under Workers' Compensation, the County will supplement the payment as specified in the bargaining agreement up to twenty-six weeks.
- Employees off the active payroll due to an extended illness or disability resulting from receiving the vaccine or participating in the vaccination program will retain reemployment rights for one year. In the event a bargaining unit employee is off the active payroll for more than one year the employer will place the employee in a comparable position when the employee is able to return to work, able to perform the requirements of the position and a position is available. An employee's ability to return to work as described in the preceding sentence shall expire after being off the active payroll for two years.
- The Homeland Security Act provides first priority coverage for liability for those individuals that administer small pox vaccine. In addition, nurses who are acting within the scope of their authority will have second priority coverage for liability under the Loss Fund up to the limits prescribed in the loss fund document.

All other terms and conditions of the Agreement remain unchanged.

FOR THE EMPLOYER

[Signature]

Roque C. Merga

[Signature]

Date

April 7, 2009

FOR THE UNION

[Signature]

Sue Sefton

Anne Kibstra

[Signature]

Michele Anderson

[Signature]

April 7, 2009

Date