# AGREEMENT

## between the

# INTERNATIONAL BROTHERHOOD OF TEAMSTERS CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA LOCAL UNION 214

and the

COUNTY OF MIDLAND MIDLAND, MICHIGAN

January 1, 2007 - December 31, 2011

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## AGREEMENT

This Agreement, entered into and effective the first day of January, 2007, by and between the County of Midland, including its Board of Commissioners, County Clerk, Treasurer, Register of Deeds and Drain Commissioner ("" collectively referred to as "Employer"), and Local Union 214 of the State, County and Municipal Workers, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America ("Union"). The change from "County" to "Employer" is for reference purposes only throughout the contract.

## ARTICLE I - PURPOSE AND INTENT

- 1.1 The general purpose of this Agreement is to set forth terms and conditions of employment and to promote orderly and peaceful labor relations for the mutual interest of the Employer, its employees and the Union.
- 1.2 The parties recognize that the essential public service, the interest of the community and the job security of employees depend upon the success of the Employer and the employees in establishing and maintaining a proper and uninterrupted service to the community.
- 1.3 The parties mutually recognize that the responsibility of both the employees and the Employer to the public requires that any disputes arising between the employees and the County be adjusted and settled in an orderly manner without interruption of service to the community.
- 1.4 To these ends, the Employer and the Union encourage to the fullest degree friendly and cooperative relations between their respective representatives at all levels and among all employees.
- 1.5 Written and signed amendments to this contract reached between the Employer and the Union are binding on all affected employees and cannot be changed by any individual. There will be no verbal agreements.

## ARTICLE II - DEFINITIONS

- 2.1 <u>Employee</u>. The term employee refers to all employees included in the bargaining unit as set forth in the Recognition clause of this Agreement.
- 2.2 <u>Regular Full-Time Employee</u>. A regular full-time employee is one whose normal work schedule consists of 80 hours per biweekly pay period.
- 2.3 <u>Regular Part-Time Employee</u>. A regular part-time employee is one whose normal work schedule consists of at least 40 but less than 80 hours per biweekly pay period. A Vision/Hearing Technician who is scheduled to work 80 hours per pay period but only for nine months per year will be considered a part-time employee.

Regular part-time employees who work a normal schedule of less than 65 hours per biweekly pay period shall be eligible for salary and annual leave benefits on a pro-rata basis but shall not be eligible for any other fringe benefits, including insurance and retirement benefits.

Regular part-time employees who work a normal schedule of 65 hours or more per biweekly pay period shall be eligible for the insurance and retirement benefits set forth in this Agreement. They shall also be eligible for all other salary and benefits accorded regular full-time employees, on a pro rata basis.

Pro rata salary and benefits for regular part-time employees shall be based upon each such employee's normal work schedule. For purposes of computation, eight hours shall constitute one workday, and 173 hours shall constitute one month.

- 2.4 <u>Temporary Employee</u>. A temporary employee is one who may be regularly scheduled to work as many hours as a regular full-time or regular part-time employee but whose total time in any temporary assignment or series of temporary assignments shall not exceed 120 actual work days within a 365 calendar day period. Each 365 calendar day period, the temporary employee will again qualify for up to 120 actual workdays of temporary employment. The 365 calendar day period shall be computed from the date of the temporary employee's first hire. By way of illustration but not by way of limitation, temporary employees may be employed by the Employer for such purposes as:
  - a. a specific project;

- b. the purpose of relieving employees who are absent due to sickness or injury, leave of absence or vacation; or
- c. augmenting the regular workforce of employees to meet the requirements of the County while it is engaged in efforts to fill vacant positions or that may be occasioned by temporary increased workloads or other conditions that may create short-term staffing requirements.
- 2.5 <u>Seasonal Employee</u>. A seasonal employee is an employee who is hired to supplement the Employer's regular work force in the Parks and Recreation Department. A seasonal employee may be regularly scheduled to work as many hours as a regular full-time or regular part-time employee but his total time in any seasonal assignment or series of seasonal assignments shall not exceed 210 calendar days within a 365 calendar day period. Each 365 calendar day period, the seasonal employee will again qualify for up to 210 calendar days of seasonal employee will again qualify for day period shall be computed from the date of the seasonal employee's first hire.
- 2.6 <u>Co-op/Intern Employee</u>. A co-op or intern is a student who is pursuing a high school diploma or an associates, baccalaureate or advanced college degree, and who is hired by the Employer for a specified time period up to but not exceeding three months following the end of the last term in which the co-op or intern is enrolled in such educational program. The normal work schedule of co-ops and interns shall not exceed eight hours per day and 20 hours per week during the period when their classes are in session or eight hours per day and 40 hours per week when their classes are not in session.
- 2.7 Pronouns of masculine and feminine gender shall include each other.

## ARTICLE III - RECOGNITION

3.1 Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the County recognizes the Union as the exclusive representative for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment for the following employees:

ALL REGULAR FULL-TIME AND REGULAR PART-TIME EMPLOYEES OF THE MIDLAND COUNTY CLERK, DRAIN COMMISSIONER, DEPARTMENT OF EMERGENCY SERVICES, EQUALIZATION DEPARTMENT, FRIEND OF THE COURT DEPARTMENT, GYPSY MOTH SUPPRESSION, HOUSING, TREASURER, REGISTER OF DEEDS, DEPARTMENT OF PUBLIC WORKS, PARKS AND RECREATION DEPARTMENT, HEALTH DEPARTMENT, COOPERATIVE EXTENSION DEPARTMENT, FINANCE DEPARTMENT, VETERAN'S SERVICE, BUT

EXCLUDING ALL DISTRICT COURT EMPLOYEES, THE DEPUTY COUNTY CONTROLLER, THE CHIEF DEPUTY CLERK, CHIEF DEPUTY TREASURER, CHIEF DEPUTY REGISTER OF DEEDS AND CHIEF DEPUTY DRAIN COMMISSIONER, THE SECRETARY TO THE CONTROLLER, THE OFFICE MANAGER IN THE COUNTY CLERK'S OFFICE, ALL PROFESSIONAL, TEMPORARY, SEASONAL, CO-OP, INTERN, AND CASUAL EMPLOYEES, ALL SUPERVISORS AS DEFINED BY THE MICHIGAN EMPLOYMENT RELATIONS COMMISSION, AND ALL OTHER EMPLOYEES OF THE COUNTY.

- 3.2 The Employer agrees that changes and/or consolidations of Departments shall not be made for the purpose of deleting positions from the bargaining unit.
- 3.3 The Employer agrees not to enter into any agreement with another labor organization during the life of this Agreement with respect to the employees covered by this Agreement, or enter into any agreement or contract with the said employees, individually or collectively, which is in conflict with the terms of this Agreement.

# ARTICLE IV - NONDISCRIMINATION

4.1 The Employer and the Union agree not to discriminate against any employee because of religion, race, color, national origin, age, sex, height, weight, marital status, or unrelated handicap as defined by law, membership in or activity on behalf of the Union.

#### ARTICLE V - AGENCY SHOP

- 5.1 Membership in the Union is not compulsory. Regular employees have the right to join, not join, maintain, or drop their membership in the Union, as they see fit. Neither party shall exert any pressure on or discriminate against an employee as regards such matters.
- The Union is required under this Agreement to represent all of the employees in the bargaining unit fairly and equally without regard to whether or not an employee is a member of the Union. The terms of this Agreement have been made for all employees in the bargaining unit and not only for members in the Union, and this Agreement has been executed by the Employer after it has satisfied itself that the Union is the choice of a majority of the employees in the bargaining unit.
- In accordance with the policy set forth under the first paragraph of this Section, all employees in the bargaining unit shall, as a condition of continued employment, pay to the Union, the employee's exclusive collective bargaining representative, a representation fee or membership dues to be established by the Union in accordance with applicable law. For new employees, the payment shall start not later than 31 days following the date of employment.
- During the period of time covered by this Agreement, the Employer agrees to deduct from the pay of any employee all representative fees and membership dues of Local 214, provided, however, that the Union first presents to the Employer, authorizations signed by such employees allowing such deductions and payments to the Local Union. This may be done through the Steward of the Union.
- a. The amount of all representation fees and membership dues for deductions shall be certified to the Employer by the Secretary-Treasurer of the Union.
- b. All representation fees and membership dues deducted by the Employer shall be transmitted to the Union.
- In the event of any action brought against the Employer in a judicial or administrative proceeding because of its compliance with this Article, the Union agrees to defend such action, at its own expense and through its own counsel. The Union will protect, save harmless and indemnify the Employer from any and all claims, demands, costs, suits, fees, judgments, and other forms of liability by reason of action taken or not taken

by the Employer for the purpose of complying with this Article.

5.6 If any provision of this Article is invalid under federal law or the laws of the State of Michigan, such provision shall be modified to comply with the requirements of federal or state law.

#### ARTICLE VI - EMPLOYEE REPRESENTATION

## Employer Bargaining Committee

6.1 The Employer shall be represented by a bargaining committee of its choice.

## Union Bargaining Committee

The employees shall be represented by a bargaining committee, one of whom shall be a steward. The bargaining committee shall represent the employees in negotiations leading to this Collective Bargaining Agreement and any amendments, modifications, renewals or replacements of same. The Employer agrees that a maximum of three employees who are appointed to the Union's bargaining committee and engaged in negotiations with the Employer during regular working hours will be paid for the straight time hours they would have otherwise worked on their regular work schedule.

#### Stewards

- 6.3 The Employer recognizes the right of the Union to elect two of its members as Stewards and two of its members as alternates who shall serve in the absence of the Stewards. In addition to the Stewards, the Union shall appoint a Chief Steward who shall be permitted to attend all Special Conferences and grievance meetings at Step 3 and Step 4 of the grievance procedure. The Union shall notify the Director of Personnel in writing of all Steward and Chief Steward appointments.
- 6.4 The authority of the Steward and/or Chief Steward, hereinafter meaning Steward and alternate, designated by the Union shall be limited to and shall not exceed the following duties and activities:
- a. The investigation and presentation of grievances with the designated County representative(s) in accordance with the provisions of the grievance procedure.
- b. The transmission of such messages and information which shall originate with, and are authorized by, the Union or its officers, provided such messages and information;
  - 1. have been reduced to writing, or
- 2. if not reduced to writing, are of a routine nature and do not involve work stoppages, slowdowns, refusals to handle goods, or any other interferences with the

#### County's business.

- 6.5 The Steward and/or Chief Steward shall have no authority to take strike action or any other action interrupting the Employer's business. The Union and Employer recognize these limitations upon the authority of the Steward and/or Chief Steward. The Employer in so recognizing such limitations shall have the authority to impose proper discipline upon the Steward and/or Chief Steward, including discharge, in the event the Steward and/or Chief Steward takes unauthorized strike action, slowdown or work stoppage. The Employer agrees not to take any legal action against the Union for any unauthorized strike action by the Steward and/or Chief Steward.
- 6.6 Upon approval of the Supervisor, the Steward and/or Chief Steward will be permitted to leave the job for the purpose of investigating and processing grievances and attending meetings with management during working hours as specified in this Agreement. The Employer shall make arrangements to release the Steward and/or Chief Steward during the workday the request is made, or as soon as practical thereafter.
- 6.7 The Steward and/or Chief Steward shall not enter a department for the purpose of discussing Union business without first securing permission from the appropriate Department Head.
- 6.8 It is agreed that the privilege of the Steward and/or Chief Steward leaving his work during working hours without loss of time or pay is based on the understanding that such time shall be devoted to the proper processing of grievances and shall not be abused. It is further agreed that whenever practical or in the event of abuse of this privilege, Union business will be handled only during non-working hours.

#### ARTICLE VII - EMPLOYEE STRIKES

- 7.1 In no event will the Union cause, authorize, permit or tolerate its members to take part in, any strike, sit-down, stayin, slowdown, stoppage, interruption or curtailment of or interference with any operation of the Employer in any building, office, grounds or facility of the Employer during the term of this Agreement or during any period of time while negotiations are in progress between the Union and the Employer for the continuance or renewal of this Agreement.
- 7.2 In order to meet the objective of providing effective and efficient service to the public, employees are expected to perform a fair days work and maintain good job attendance.
- 7.3 In the event any one or more members of the bargaining unit shall fail to observe in any way the responsibility set forth above, the Union shall, upon request of the Employer, immediately instruct the involved employees that their conduct is in violation of this Agreement and that they are subject to disciplinary action by the Employer, up to and including discharge, and instruct all such persons to immediately cease the offending conduct.
- 7.4 The Employer or any of its supervisory employees shall have the right to discipline any employee who instigates, participates in, gives leadership to, or in any other way violates the responsibilities set forth in this Article, which disciplinary action may include any form of discipline up to and including discharge.
- 7.5 In the event of any violation of the responsibilities set forth in this Article the Employer shall not be required to negotiate on the merits of any dispute which gave rise to such action.

#### ARTICLE VIII - MANAGEMENT RIGHTS

Except where specifically and expressly abridged or modified by this Agreement, all rights, powers, and authority of the Employer are hereby retained by the Employer, including, but not limited to, all rights, powers and authority conferred by the Michigan and U.S. Constitutions, state and federal statutes, the Michigan State Supreme Court, and all other administrative orders, rules and regulations. The Employer retains sole and exclusive control over any and all matters concerning the operation, management and administration of its business, the control of its properties, the maintenance of order and efficiency of the workforce, and complete authority to exercise those rights and powers incident thereto, including, by way of illustration but not by way of limitation, the exclusive right and authority to: to determine the number of its facilities and the location and relocation of its operations and facilities; to consolidate or merge with any other entity; to decide to expand or close any of the Employer's operations or facilities; to determine the type and kind of services to be rendered and the work to be performed by employees covered by this Agreement; to determine all methods of rendering its services, including the prices to be charged therefore, and the exclusive right to approve all contracts for any of its services; to make all financial decisions, including the accounting, bookkeeping and all other record keeping methods and procedures; to determine the organizational and business entity structure of its facilities; to determine whether to transfer, lease, subcontract or discontinue work or the entire business operation or any part thereof; to determine whether to purchase any materials, goods or services from other persons or entities; to determine the amount and type of supervision that is necessary; to determine service standards, the materials and equipment to be utilized by and located at the Employer, including the right to add, modify or remove the same whenever it determines; to determine the method and means of providing its services, the schedules of work and hours of operation, the services to be contracted out or purchased; and to have any work performed at any location.

Except where specifically and expressly abridged or modified by this Agreement, it is further expressly recognized and agreed that the employer retains sole and exclusive control over all matters pertaining to the selection, direction, instruction and control of employees, including, but not limited to the right to select, hire, assign, layoff, reclassify, upgrade, down grade, promote, or transfer employees; to determine the number of employees to be hired, employed and working; to discipline, suspend or discharge seniority employees for cause; to select, promote or transfer employees to supervisory, managerial or other positions outside of the bargaining unit; to adopt and enforce reasonable rules and regulations, including

rules and regulations covering smoking by employees and other health and safety matters; to determine the number and qualifications of employees to perform work (including physical qualifications which may be determined by examination or testing, including drug and alcohol testing); to determine quality, quantity and performance standards; to determine the allocation and assignment of work to employees, it being expressly understood and agreed to by the Employer and the Union that the nature of the Employer's operations requires employees to be used interchangeably in various positions and that any employee may be assigned duties in other areas of work as needed; to determine job content, create new job classifications and revise existing job classifications; to assign work and overtime, determine the hours of work, the schedules of employees, the starting times, break times and quitting times of employees; to determine the number of hours to be worked and the business hours of its facilities; to determine the amount of overtime to be worked, to relieve employees from duty because of lack of work or for other reasons; and to perform all other functions inherent in the administration, management, control and/or direction of its operations.

## ARTICLE IX - EMPLOYEE DISCIPLINE AND DISCHARGE

- 9.1 The Employer shall not discharge any seniority employee without just cause and in respect to discharge shall give at least one (1) warning notice of the complaint against such employee to the employee in writing, and a copy of the same to the Union Steward and the Personnel Director, except that no warning notice need be given to an employee before he is discharged if the cause of such discharge is dishonesty, drunkenness, recklessness, or other serious offenses.
- 9.2 The warning notice as herein provided shall not remain in effect for a period of more than twenty-four (24) months from the date of said warning notice and will be removed from the employee's file.
- 9.3 Discipline and discharge must be by written notice to the employee and the Union, stating the reason(s) for such action. A discharged employee shall be permitted, upon request, to meet with his Steward before he is required to leave the County's property. The Employer will make a room available for such meeting.

#### ARTICLE X - GRIEVANCE PROCEDURE

- 10.1 A grievance is defined as a violation of a specific article or section of this Agreement and shall be settled in accordance with the grievance procedure set forth below:
- Step 1. Any employee having a grievance shall first raise the matter with the immediate supervisor. If the issue is not settled at this level and the immediate supervisor is not a Department Head, the employee shall raise the matter with the Department Head. If not settled at Step 1, the grievance shall be reduced to writing, signed by the grievant, delivered to the Department Head with copies sent to the Personnel Director and the Steward. Any grievance not submitted in writing within five working days of its occurrence shall not be considered valid.
- Step 2. The Union Steward shall request a meeting between the Steward, the employee, and the Department Head within five working days of the writing of the grievance or the matter shall be considered closed. The Department Head shall schedule a meeting of these parties within ten working days of the receipt of this request. The Department Head shall give his written decision to the Steward within five working days, with copies sent to the Personnel Director and the employee. If the immediate supervisor is also the department head, then Steps 1 and 2 shall be combined.
- Step 3. In the event the grievance is not settled in Step 2, a meeting between the Business Representative, Steward, the Chief Steward, the Personnel Director, and the Department Head shall be requested by the Steward within five working days of receiving the decision at Step 2. Said meeting shall be held within fifteen working days after the date of the request. Either party may have outside representatives present. The decision of the Employer shall be given to the employee by the Personnel Director in writing within ten working days after the termination of the meeting. Copies shall be sent to the Business Representative, Steward, the Chief Steward and the Department Head.
- Step 4. In the event the grievance is not settled at Step 3, the Union shall have the right to appeal to arbitration any matter that is arbitrable by filing a Demand for Arbitration with the American Arbitration Association no later than 60 calendar days after receiving the Employer's decision at Step 3. Concurrent notice of the Union's filing of the Demand for Arbitration shall be served upon the County. The Arbitrator shall have no

power or authority to change, alter or amend, add to or subtract from the terms of this Agreement in any respect, directly or indirectly, or any authority to hear or determine any dispute involving the exercise of any right of the Employer not specifically limited by the express terms of this Agreement. The arbitrator's decision, when made in accordance with his jurisdiction and authority, shall be binding on all parties. Costs of the Arbitrator shall be shared equally by the Employer and the Union. Each party shall be liable for the costs of its own witnesses and representatives. However, when an arbitration hearing occurs during the working hours of an aggrieved employee and/or Chief Steward, such employees will be released from duty without loss of straight time pay, for purposes of such attendance. The arbitration shall be handled in accordance with AAA rules.

- 10.2 The grievant and Steward may be permitted a reasonable amount of time for consultation and preparation immediately prior to any scheduled grievance step meeting, not to exceed one hour. Overtime for this purpose is not authorized.
- 10.3 Any grievance not appealed from a decision in one of the steps of the above procedure to the next step, as prescribed, shall be considered dropped. Authorized representatives of the Union shall be granted permission to enter buildings and work areas of the Employer upon reasonable advance notice to the Department Head or Elected Official for the purpose of adjusting grievances with the appropriate individual.
- 10.4 Any employee who is reinstated after discharge and/or disciplinary layoff shall be returned to the same position or a position as may be agreed to by the parties.
- 10.5 No claim for back wages shall exceed the amount of wages the employee would otherwise have earned at his regular rate during normal work hours, less any compensation he may have received from any source of employment during the period in question, except income from previously held part-time employment outside of his regular work hours.
- 10.6 Should any employee be substituted for by an employee with lesser seniority, contrary to the seniority provisions of this Agreement, the total compensation such employee receives shall be equal to the rate of pay, times the hours lost during such substitution, provided time lost shall not start sooner than after notification to the Employer that such substitution exists.

- 10.7 At reasonably scheduled times and with the employee's consent, the Union shall have the right to examine time sheets and other records pertaining to the computation of compensation of any employee whose pay is in dispute, or any other relevant records of the employer pertaining to a specific grievance.
- 10.8 Unless extended by mutual consent of the parties' representatives at the respective steps of the grievance procedure, the time limits specified herein shall be the maximum time allowed.

## ARTICLE XI - PROBATIONARY EMPLOYEES

- 11.1 New employees covered by this Agreement shall be on probation for the first 90 calendar days of employment. The Employer shall have the ability to extend the probation for up to an additional 90 days with written reasons provided to the employee and the union at least 10 work days prior to the end of the original probation period. Health insurance (including drug, dental and vision), life insurance and disability insurance, as well as contributions to the defined contribution plan shall become effective upon completion of the original probationary period (first 90 days).
- 11.2 During the probationary period, the employee may be disciplined, laid off or terminated from his position without recourse to the grievance procedure.
- 11.3 Upon completion of the probationary period, employees shall be placed on the seniority list commencing with the last date hired.

#### ARTICLE XII - SENIORITY

## Definition of Seniority

- 12.1 <u>County Seniority</u>, as used in this Agreement is defined as an employee's continuous full-time service with the County. For regular full-time employees, such service shall be computed from the employee's last date of hire as a regular full-time employee.
- 12.2 <u>Departmental Seniority</u>, is defined as an employee's full-time service within a department. For regular full-time employees, such service shall be computed from the employee's last date of hire or transfer into a department as a regular full-time employee. An employee may have more than one departmental seniority. An employee's departmental seniority will be cumulative total of all time spent in that department.
- 12.3 <u>Classification Seniority</u>, is defined as an employee's continuous full-time service within a job classification. For regular full-time employees, such service shall be computed from the employee's last date of hire or promotion into his present job classification as a regular full-time employee.
- 12.4 Effective with the January 1, 1999 contract, regular full-time employees shall accrue prorated county, department and classification seniority based on hours worked, as compared to eighty hours worked per pay period, and will be done at the time the information is needed for a transaction that is affected by seniority. Regular part-time employees shall accrue prorated county, departmental and classification seniority based on hours worked and will be done at the time the information is needed for a transaction that is affected by seniority. For purposes of this Agreement, a regular part-time employee shall earn one day's seniority for each eight hours worked and one month's seniority for each 173 hours worked.

## Seniority Lists

12.5 The Employer's Personnel Department shall prepare seniority lists denoting county departmental and classification seniority for all employees subject to this Agreement. Such lists shall be updated no less frequently than at six month intervals from the effective date of this Agreement. A copy of such lists shall be given to the Chief Steward of the Union who shall have twenty days to submit any objections in writing to the Employer's Personnel Director. Should no objections be submitted within twenty days of receipt by the Chief Steward the lists

shall be deemed correct.

12.6 In the event two or more employees have the same classification seniority date, the employee with the earlier County seniority date shall prevail. In the event two or more employees have the same County seniority date, their surname, alphabetized, shall control.

## Loss of Seniority

- 12.7 An employee shall lose all seniority rights and his employment relationship with the Employer shall terminate, for any of the following reasons:
- a. He quits, retires or receives a pension, including a disability pension under the Midland County Retirement System.
- b. He is terminated or discharged and such termination or discharge is not reversed through the procedures set forth in this Agreement.
- c. He is absent for three consecutive work days without properly notifying the Employer. After such absence, the County shall send written notification to the employee, by certified mail, at his last known address stating that he has lost his seniority and that his employment has been terminated. In appropriate cases, exceptions may be made upon the employee presenting clear and convincing proof of his inability to provide the required notification.
- d. He fails to return to work on the required date following an approved leave of absence. Upon the employee's failure to return as required, the Employer shall send written notification to the employee, by certified mail, at his last known address, stating that he has lost his seniority and that his employment has been terminated. In appropriate cases, exceptions may be made upon the employee presenting clear and convincing proof of his inability to return on the required date.
- e. If he has been laid off for a period of three years or a period equal to the length of his seniority at the time of layoff, whichever is less.
- f. If he has been sick or medical leave due to an illness or injury not compensable under Workers' Compensation for a period of three years, or a period equal to the length of his seniority at the time such sick or medical leave commenced, whichever is less.
  - g. If he has been on sick leave or medical leave

due to an illness or injury compensable under Workers' Compensation for a period of three years, or a period equal to the length of his seniority at the time such sick or medical leave commenced, whichever is less.

h. If he fails to report for work within seven days of the mailing of notice of recall, sent to his last known mailing address, by certified mail, return receipt requested, with a copy of such notification sent to the Chief Steward. (The Employer may make exceptions in appropriate cases.)

# Transfer Outside of Bargaining Unit

12.8 Any employee who is transferred out of the bargaining unit, but who continues in the employ of the Employer, shall retain his seniority in the event he is returned by the Employer to the bargaining unit. An employee shall not accumulate seniority while he is out of the bargaining unit.

#### ARTICLE XIII - LAYOFF AND RECALL

13.1 In accordance with this section, all seasonal, temporary, co-op, intern and probationary employees, in the affected classifications and department, shall be released before a seniority employee is bumped and subsequently laid off in accordance with Section 13.2. When the Employer elects to make a reduction in the level of employment in any job classification in any department, such reduction shall be accomplished by releasing employees in the following order:

First From the seasonal employees in the affected classifications and departments.

<u>Second</u> From the temporary, co-op and intern employees in the affected classifications and departments.

<u>Third</u> From the probationary employees in the affected classifications and departments.

Fourth From the seniority employees in the affected classifications and departments beginning with the least senior employee.

#### 13.2

- a. A released employee may, in lieu of layoff, exercise his/her county seniority and bump the least senior full-time or part-time employee in his/her current pay grade in his/her department.
- b. If there is no such less senior employee in his/her current pay grade in his/her department, the released employee may exercise his/her county seniority and bump the least senior full-time or part-time employee in his/her current pay grade in the bargaining unit, provided the released employee has greater county seniority and is qualified to perform the work of such position. Or the released employee may exercise his/her county seniority and bump the least senior full-time or part-time employee in a lower pay grade in his/her department, provided the released employee has greater seniority and is qualified to perform the work of such position.
- c. If neither option exists in 13.2 (b) above, then the released employee may bump the least senior full-time or part-time employee in a lower pay grade in the bargaining unit who holds a position for which he/she is qualified. If there is no less senior employee holding a position in a pay grade equal to or lower than that held by the released or bumped employee and for which he is qualified, such employee shall be laid off.

d. When an employee exercises his/her right to bump an employee outside of their own department, and the least senior employee cannot be bumped due to the released employee not having the qualifications, then the released employee will be permitted to bump the second least senior full-time or part-time employee in that pay grade in the County if the released employee has the greater seniority and has the qualifications to perform the work.

Seniority employees who are laid off or bumped under this Article shall have their seniority frozen in the department as of their last day worked. Such employees shall be permitted to return to their former classification, pay grade and department if a vacancy should occur within three years of the last day worked.

If a position is eliminated the affected employee will be provided training, if possible, by the Employer which may lead to placement into another position within the County.

13.3 Where possible, the Employer will endeavor to provide the Union with ten days advance written notice of permanent layoffs and, upon the Union's request, will meet to discuss alternatives to the layoff that may be mutually agreeable to the Union and the Employer. Such meeting or discussion shall not serve to delay any layoff, except as otherwise agreed to in writing by the Employer.

The Employer will provide the following information by written notice to the affected employee; effective date of layoff, a list of job classifications the affected employee is eligible to bump and any associated issues of qualifications from the aforementioned job classification list. After receipt of the layoff notice, the affected employee shall notify the Personnel Director if they wish to exercise their bumping selection, if eligible, within 48 hours of receipt of said notice. The 48-hour period shall not include Saturdays, Sundays, or days recognized as paid holidays as provided in Article XXVII of this Agreement.

13.4 Employees shall be recalled to their respective classification and pay grade in their respective departments in the reverse order of their release. Such notice of recall shall be delivered by certified mail, return receipt requested, to the employee's last known mailing address. A copy of an employee's notice of recall shall be sent to the Chief Steward. Each recalled employee must report for work within ten workdays of mailing of notice of recall. If a recalled employee fails to report to work within ten workdays, he shall be considered as having voluntarily quit.

- 13.5 Any employee transferred under the Layoff or Recall Procedures provided above must be qualified and able to perform, with minimal orientation, the work of the employee he or she is displacing.
- 13.6 The employee with the most County seniority on layoff shall be given preference over non-bargaining unit applicants in consideration for any posted vacancy, provided he meets the minimum qualifications for the position.

An employee who is laid off and bumped into a new position shall have their rate of pay frozen if that rate is within the minimum/maximum of the new classification. The employee=s rate shall move to the next step in the new class at the same time the employee would have moved to the next rate in their former class. If the employee=s frozen rate is not within the minimum/maximum of the new class, then they shall be placed at the maximum of the new classification.

#### ARTICLE XIV - POSITION VACANCIES

## Regular Position Vacancies

- 14.1 Whenever a regular position vacancy occurs in any job classification in any department covered by this Agreement, the vacancy shall be filled in accordance with the following procedures:
- a. All regular position vacancies shall be posted for a period of five working days. The posting shall contain the position's title and pay grade, the department in which it is located, the job description for the position, the position's required minimum qualifications, and any standardized examination(s) the employee is required to successfully complete.
- b. Employees desirous of bidding on the vacancy shall notify the Personnel Office in writing within the five-day posting period.
- c. In order to be awarded a position vacancy, an employee must have attained seniority status and possess the required minimum qualifications for the position at the time application is made.
- d. Seniority applicants with department seniority in the department in which the vacancy exists and who are qualified to perform the work required shall be given first preference for the open position. If there is more than one qualified seniority applicant with departmental seniority, the vacancy shall be offered to that applicant with the greatest departmental seniority. If there are no qualified seniority applicants with departmental seniority, the Employer shall offer the position to the applicant with the greatest County seniority from outside the department who meets the stated minimum qualifications for the position.
- e. When a part-time position is increased to full-time then the incumbent employee will maintain the position and no posting will be required. The Union shall be notified prior to the increase of hours taking place. When a full-time position is reduced to a part-time position it shall be handled as a lay off and the employee will exercise their bumping rights. The least senior person displaced will be given the part-time position rather than being laid off. The Union shall be notified prior to the decrease of hours taking place.
- f. The Employer will make every effort to fill a vacancy within a 30 calendar day period from the end of the posting period.

- An employee awarded a position vacancy as herein provided may be required to remain in his old job up to 30 workdays or, by mutual consent, until a proper replacement can be obtained. An employee awarded a new job classification shall have an orientation period of 30 workdays. By mutual agreement of the Union and the Employer, the orientation period may be extended. The Employer may disqualify an employee prior to the completion of such orientation period for lack of ability. An employee may also request to be returned to his former position prior to the completion of the orientation period. In either case, an employee shall be returned to his former job classification and department without loss of seniority rights.
- 14.3 An employee who successfully bids for and is awarded a position in a different department shall not be entitled to bid for any other position for a period of 12 months. Exceptions may be made by mutual agreement between the Employer and the Union).
- 14.4 If there are no qualified applicants from among the seniority employees covered by this Agreement, the Employer may fill the vacancy from outside the bargaining unit.
- 14.5 Upon transfer to a regular bargaining unit vacancy, the employee shall be placed on the bottom of the seniority list for the job classification in the department to which he is transferred and given a date-of-entry seniority date for purposes of layoff and recall. Upon successful completion of his orientation period, the employee's name shall be removed from the seniority list of his former job classification and department. The job classification and the department to which he has been transferred shall thereupon become his regular job classification and department and he shall hold his seniority only in that job classification and department.

## Temporary Position Vacancies

14.6 Whenever there is a temporary position vacancy that is reasonably anticipated to exceed 90 calendar days' duration, such vacancy shall be posted for application by employees in a lower pay grade in the department in which the vacancy exists before being offered to a temporary employee. The temporary position vacancy shall be offered to the most senior qualified applicant within the department. The compensation of an employee awarded a temporary position vacancy shall be as provided for in Section 15.3 of this Agreement. Upon completion of the temporary assignment, the employee shall be returned to his former job classification and pay grade.

# ARTICLE XV - TEMPORARY TRANSFERS

- 15.1 The Employer reserves the right to temporarily transfer employees. An employee temporarily transferred shall acquire no seniority in the job classification or department to which he is temporarily transferred. Upon completion of the temporary assignment, the employee shall be returned to the job classification and department in which he holds seniority.
- 15.2 An employee who is temporarily transferred to another position in the same pay grade shall continue to receive the same salary.
- 15.3 An employee who is temporarily transferred to a position in a higher pay grade for a period of four (4) consecutive hours or longer shall, for the duration of such temporary assignment, receive the rate of pay for the lowest step within the new grade which assures an equal or greater pay rate.
- 15.4 An employee who is temporarily transferred and assigned by the Employer to perform the duties of a position in a lower pay grade shall receive his regular salary for such work.

## ARTICLE XVI - HOURS OF WORK AND OVERTIME

- 16.1 The normal workweek shall be Monday through Friday. The normal workday shall be 8:00 a.m. to 5:00 p.m., with one hour, unpaid, for lunch normally arranged between the third and fifth hours of the day.
- 16.2 It is agreed that individual schedules may be assigned to meet Employer operational and service requirements which can include regular varied schedules as may be necessary on an individual or departmental basis.
- 16.3 Employees may be granted flex time at the discretion of the Department Head; provided, however, that in no case may an employee's flexible hours or work interfere with departmental schedules and operation needs.
- 16.4 Time and one-half the employee's regular straight-time hourly rate shall be paid for all hours worked over 40 hours in any one work week. Employees shall not be required to take time off to compensate for overtime hours worked in the same week for the purpose of avoiding overtime payment.
- 16.5 Paid holidays, paid annual leave, paid funeral leave, paid jury duty and required court attendance shall be considered as time worked for purposes of overtime computation.
- 16.6 Employees called in to work after having completed their normal work day shall be paid no less than a minimum of two hours at straight time or time and one-half their regular straight-time hourly rate, whichever is greater.
- 16.7 Overtime shall be distributed fairly by the Department Head among the employees in the job classifications within each department in which the overtime occurs.
- 16.8 Employees will be allowed a 15-minute rest period approximately halfway between the start of their workday and their lunch period. Employees will be allowed an additional rest period of 15 minutes approximately halfway between the lunch period and the end of their workday. Breaks will be scheduled at the discretion of the department head so as not to disrupt office functions.

- 16.9 Regular full-time and regular part-time employees in the classification and department in which temporaries, co-ops, seasonals and interns are employed shall be given first preference for available overtime work assignments, provided such regular employees have the ability to perform the work without delaying completion of the overtime assignment.
- 16.10 Employees required to be on standby will be paid one (1) hour of pay at their current rate of pay for each day they are assigned to be on standby. The stipend for one (1) hour's pay is for carrying the pager not for performance of work.

## ARTICLE XVII - ANNUAL LEAVE

17.1 All regular full-time employees hired prior to June 20, 1995, covered by this Agreement and who have completed one year or more of service on December 31st of each year shall be credited with an annual leave allowance on January 1st of the subsequent year as follows:

After	1 year	22	days
After	5 years	26	days
After	10 years	29	days
After	15 years	30	days

All regular full-time employees hired after June 20, 1995, who have completed one year or more of service on December 31st of each year shall be credited with an annual leave allowance on January 1st of the subsequent year as follows:

- 15 working days after 1 year
- 19 working days after 5 years
- 22 working days after 10 years
- 23 working days after 15 years
- 17.2 Employees with less than one year of service shall be credited with one leave day per month upon successfully completing their probationary period commencing with the starting date of their employment.
- 17.3 On the fifth, tenth, and fifteenth anniversary of their date of hire, employees shall be credited with the additional days annual leave entitlement; for example, four additional days after reaching their fifth anniversary, three additional days after reaching their tenth anniversary, and one additional day after reaching their fifteenth anniversary.
- 17.4 An employee who has completed one year or more of service and who quits his job after serving proper notice (not less than ten working days), will be paid for the balance of his accrued, but unused, annual leave time up to the last day of his employment.
- 17.5 An employee who is laid off due to lack of work may elect to be paid for accrued but unused annual leave.
- 17.6 In the event of death or retirement of an employee, all annual leave due him shall be paid in the same manner as for wages due.

- 17.7 An employee who actually works nine months in the calendar year, excluding first year employees, shall be entitled to full privileges. An employee otherwise eligible for an annual leave entitlement who works less than nine months in a calendar year shall be entitled to a pro rata annual leave based upon one-twelfth of his full annual leave for each month actually worked.
- 17.8 An employee is allowed to carry over up to, but not to exceed ten annual leave days from one calendar year to the next calendar year.
- 17.9 Annual leave shall not be allowed in advance of being earned. If an employee has insufficient annual leave credits to cover a period of absence, no allowance for annual leave shall be posted in advance or in anticipation of future leave credits. In the absence of applicable leave credits, payroll deductions for the time lost shall be made for the work period in which the absence occurred.
- 17.10 If an employee is discharged for just cause or quits without giving ten working days notice, no annual leave pay will be allowed.
- 17.11 Planned annual leave for three or more days for vacation purposes, shall be scheduled within each department between the department head and the employees involved in order to maintain continuity and efficiency of operations. Use of annual leave for medical reasons are considered granted upon the employee's notification to the supervisor. Use of annual leave for less than three days or other purposes shall, depending on the operating requirements of the department, be granted upon the employee's notification to the supervisor. Such approval shall not be unreasonably withheld by the Employer. The department head shall, in all planned annual leave cases, make the final decision involving annual leave allocation, both as to the number who may be off at any one time and annual leave dates. In case of differences in meeting staffing requirements the senior employee(s) shall be entitled to the preference.
- 17.12 An employee may use leave in increments of one hour, however, the Union agrees with the Employer that this provision should not be abused.
- 17.13 Current balances of the employee's sick bank will be frozen according to the following:

- a. All days accumulated over 60 will be paid at the employee directed method for 2 of the balance over 60 days. Paid at the employee's rate of pay as of the date of the signing of the contract. Such payment will continue to be used in determining final average compensation.
- b. From the accumulation of 60 days or less the new sick bank will be created up to a maximum of 60 days. The employee's new bank will be equal to the number of accumulated days in the bank or 60 days whichever is lesser.
- c. This bank will not be used as leave time but shall be used for illness only or as a supplement to the disability insurance program.
- d. An employee may be allowed to use sick bank for sickness in the immediate family, but must secure permission from his immediate supervisor to leave the job. For sick bank purposes, immediate family is defined as a relative currently and previously who resides in the employee's household.
- 17.14 All regular full-time employees who have completed their probationary period of employment are eligible for personal leave.

Effective January 1, 2004, employees who have completed one (1) or more years of service shall be credited with three (3) personal leave days on January 1st of each year. Personal leave days not utilized by December 31st, will be eliminated from the employee's balance of personal leave days and shall not be carried over into the next calendar year.

Requests for personal leave must be made and approved by to the employee's Department Head prior to utilization by the employee.

Employees terminating County employment shall not be reimbursed for unused personal leave time.

First year employees will have personal leave allowance pro-rated from their hire date to December 31st and credited on January 1st of the subsequent year. Thereafter, employees who have completed one (1) or more years of service on December 31st of each year shall be credited with their annual personal leave on January 1st of each subsequent year.

Personal leave is pre-scheduled time off from the regular work schedule to accommodate an employee's personal need for short periods away from work to conduct personal business that can only be conducted during normal working hours. It is not

to be used as supplemental vacation time, nor used on days preceding or following a paid holiday. For example, personal leave may be used for, but is not limited to, time for professional appointments, personal enrichment seminars, personal business, etc.

An employee may use personal leave in increments of one (1) hour, however, the Union agrees with the Employer that this provision should not be abused.

# ARTICLE XVIII - MATERNITY/PATERNITY LEAVE

18.1 A maternity or paternity leave will be granted in accordance with state and federal regulations.

#### ARTICLE XIX - LEAVES OF ABSENCE

19.1 For justifiable reasons and upon recommendation of the Department Head and approval of the Personnel Director, an employee may be granted a personal leave of absence without pay for a period of up to six months. Authorization for such leave must be in writing and signed by the Department Head and the Personnel Director. In cases of extreme hardship, an extension of up to six months may be granted at the discretion of the Employer.

The Employer shall have the right to fill a position vacated by a Personal Leave of Absence for greater than 120 days with a temporary employee, should this be necessary.

19.2 During the period of absence the employee shall not engage in gainful employment outside of Midland County. Violation of this provision may warrant immediate discharge and complete loss of seniority rights for the employee involved.

#### ARTICLE XX - MEDICAL LEAVE

- 20.1 An employee who cannot work for medically certified reasons may apply in writing to the Personnel Director, with a copy to the Department Head, for an unpaid medical leave of absence, provided he or she has exhausted their current sick leave bank and annual leave benefits. Any such request must include medical certification of inability to work and the expected duration of absence. The approval of a medical leave will be discretionary with the Personnel Director, which approval shall not be unreasonably withheld. The total time absent from the job, utilizing any benefits and leaves provided in this Agreement, shall not exceed one year.
- 20.2 Prior to returning to work from medical leave of absence, the employee shall be required to present to the Employer written medical certification of fitness to resume the performance of all of his job duties. The Employer may also require the employee to be examined by a physician of the Employer's selection at Employer expense. If the employee's and the Employer's physicians disagree, a third physician may be called in to make an independent examination, the cost of such examination to be shared equally by the Employer and the Union. The third physician shall be selected by the Employer and the Union and shall be a specialist with training pertinent to the case under consideration. The finding of a majority of the three physicians shall be determinative.
- 20.3 Engaging in gainful employment during a medical leave of absence without prior written authorization of the Employer, or failure to return to employment as soon as the employee is certified as able to work, shall be grounds for discharge from County employment.
- 20.4 An employee absent from work on medical leave shall not accrue seniority, or annual leave benefits.
- 20.5 The Employer shall have the right to fill a position vacated by a Medical Leave of Absence for greater than 120 days with a temporary employee, should this be necessary.

#### ARTICLE XXI - FUNERAL LEAVE

- 21.1 Upon the death of an employee's spouse, child, stepchild, parent, stepparent, brother, stepbrother, sister, stepsister, mother-in-law, father-in-law, grandparent or grandchild, the employee shall be excused without loss of pay on the dates which he has been scheduled to work during the period from the day of death to the day after the day of the funeral, both inclusive, but not to exceed a total of three working days, as is required to discharge specific obligations placed upon him by the death. The employee shall make every effort to notify his supervisor of the need to utilize funeral leave at the earliest possible time prior to utilization.
- The employee shall be excused without loss of pay on the day of the funeral in the case of the death of the employee's son-in-law, daughter-in-law, brother-in-law, sister-in-law. Effective April 10, 2004 aunt, uncle, niece, nephew, and step grandparent shall also be allowed one (1) day funeral leave on the day of the funeral. The Department Head may approve up to two additional days off, without loss of pay, as is required to discharge specific obligations placed upon him by the death. Such additional days off shall be deducted from the employee's accrued annual leave. If the employee has no accrued annual leave to his credit, such additional days off shall be without pay.
- 21.3 If a relative of the employee is not specifically identified in Section 21.1 or 21.2, no funeral leave pay will be allowed. An employee may request annual leave, or leave without pay, if their annual leave is exhausted, for relatives not identified in Section 21.1 or 21.2.

#### ARTICLE XXII - MILITARY LEAVE

- 22.1 Employees who enter the armed forces of the United States while employed by the County shall be given all benefits accorded them by applicable federal law.
- Any employee who is a member of the National Guard or of a Reserve Unit of the Armed Forces who is called to attend a military camp program and must go to retain his present status in such a program shall be eliqible for the following benefits:
- a. Upon proper advance request, the employee shall be granted a leave of absence, not to exceed ten working days, to participate in a branch of the Armed Forces Reserve Training Program. Such request shall be accompanied by proper documentation from the employee's Commanding Officer. During the period of an approved leave, the employee shall be paid by the County the difference between the amount received for such training and the employee's regular salary, less mileage allowance.
- b. No pay will be granted for time off in excess of ten scheduled working days in one year.
- c. Should an employee at any time be federalized, the County's obligation under this provision shall immediately terminate and the employee shall thereafter be considered on full military leave.

#### ARTICLE XXIII - JURY DUTY AND COURT APPEARANCE

- 23.1 Employees shall be granted a leave of absence with pay when they are required to report for jury duty. Employees shall notify the Employer in a timely manner that they have been drawn as a juror.
- 23.2 Employees shall be paid the difference between their jury duty compensation and their regular wages for time necessarily spent in jury service. Seniority will continue to accrue to the employee while on jury duty. Employees will be paid for the full day after endorsing the jury check to the County, less mileage allowance.
- 23.3 Employees required, whether by the County of Midland or any public agency, to appear before a court of such agency on any matters related to their work for Midland County and in which they are personally involved shall be granted a leave of absence with pay (as set forth in the following paragraph) for the period during which they are so required to be absent from work.
- 23.4 Such employees shall be paid the difference, if any, between the compensation they receive from the court or agency and their wages for time necessarily spent, not exceeding base pay. Employees will be paid for the full day after turning over witness fees to the County, less mileage allowance.
- 23.5 Employees who are dismissed from Midland court service by 12:15 p.m. must report to work for the balance of the day.

# <u>ARTICLE XXIV - COMPENSATION & JOB CLASSIFICATIONS</u>

#### General Provisions

24.1 Attached to this Agreement in Appendix A are listings of the job classifications and pay grades resulting from the O. William Rye Study.

The job classifications referenced in Appendix A of this Agreement are categorized according to knowledge and education, work experience, interpersonal and communication skills, extent of guidance/work direction received, supervisory or managerial responsibility, demand for visual concentration, complexity, job impact, physical effort, working conditions, and accident or health hazards. The Employer and the Union agree upon and accept the job classifications, pay grades, and job descriptions as agreed upon in implementation of the Rye Study effective July 3, 2004.

Nothing contained in Appendix A shall in any way be interpreted to restrict the Employer's management rights as set forth in Article VIII, nor shall anything in such Appendix or this Agreement in any way limit the Employer's right to establish, modify or eliminate any job functions, job classifications or pay grades, or limit in any way the Employer's right to determine how many employees, if any, to have in any job classification.

#### Compensation

24.2 Employees covered by this Agreement, shall receive a 1% increase effective 1/1/2007 (retroactive), 1/1/2008-3%, 1/1/2009-2%, 1/1/2010-2%, 1/1/2011-3%.

Employees covered by this Agreement, shall in the future, be paid in accordance with the salary schedule(s) in Appendices B-1 and B-2.

#### Promotions and Transfers

24.3 Employees promoted (transferred to a classification in a higher pay grade) shall be placed at the lowest step within the new grade which results in an annualized salary at least \$250.00 higher than that last earned by the employee.

An employee who transfers to another position in the same pay grade (including a transfer resulting from applying for a position vacancy or resulting from a layoff, bumping or recall)

shall continue to receive the same salary.

An employee who transfers to a position in a lower pay grade (including transfer resulting from applying for a position vacancy or resulting from layoff, bumping or recall) shall be placed at the same step in such lower pay grade and his/her salary reduced accordingly.

#### Revised & New Job Classifications

In the event the Employer changes an existing job description or creates a new job classification in the Bargaining Unit, the Employer shall provide a copy of the new or revised job classification and its pay rate to the Union a minimum of five (5) days prior to such change(s) becoming effective. If requested, within ten (10) working days after such notification, the Employer shall meet with the Union to discuss the pay rate of the new or revised job classification. If, following such a discussion, there is a dispute as to the pay rate for the new or revised job description, such dispute shall be an appropriate matter for a grievance initiated at the Third Step of the Grievance Procedure. If the grievance is referred to an Arbitrator, he or she shall use as the basis for his decision, the knowledge and education, work experience, interpersonal and communication skills, extent of quidance/work direction received, supervisory or managerial responsibility, demand for visual concentration, complexity, job impact, physical effort, working conditions, and accident or health hazards of the duties associated with the new or revised job classification as compared to those associated with other job classifications in the Bargaining Unit.

#### Implementation of Rye Study

24.5 Employees whose job classifications are changed to such a degree as to warrant an increase in pay grade shall be placed on the appropriate schedule under Appendix B-1 at that step of the pay range for the new grade which is most closely equal to, but not less than, his or her current salary.

Employees whose job classifications are changed to such a degree as to warrant a decrease in pay grade shall be placed on the appropriate schedule under Appendix B-2 at that step of the pay range for the new grade which most closely equals or exceeds his or her current salary. However, if at the time of such placement the Employee's then current salary range maximum exceeds the maximum of the range of the new pay grade, the Employee shall be "grandfathered" at his or her then current salary and pay grade, and shall continue to be eligible for all general increases and step advancement at such grade and salary range, until he or she vacates the position. At the time the

Employee vacates such position, the position shall be placed in the new pay grade under Appendix B-1.

#### ARTICLE XXV - LONGEVITY PAYMENT

- 25.1 All regular full-time and eligible regular part-time employees covered by this Agreement who have completed either 5, 10, 15 or 20 years of seniority in a full-time capacity shall receive longevity pay based on the following schedule:
- a. Upon completion of 5 years of seniority, 1% of their annual base salary.
- b. Upon completion of 10 years of seniority, 3% of their annual base salary.
- c. Upon completion of 15 years of seniority, 5% of their annual base salary.
- d. Upon completion of 20 years of seniority, 7% of their annual base salary.
- 25.2 "Annual base salary" shall mean the employee's base salary in effect on the last salary payroll period prior to the employee's anniversary of hire date.
- 25.3 The longevity payment shall be received by the employee on the first salary payroll period following his anniversary date of hire and shall be taxed in accordance with current IRS guidelines governing supplemental wage withholding.
- Employees hired after June 20, 1995 will not qualify for longevity payment.

#### ARTICLE XXVI - RETIREMENT

- 26.1 Regular full-time employees hired prior to 1/1/2007 are covered by a Retirement Plan that includes other full-time employees of the County. The Employer will continue the existing retirement system for regular full-time employees covered by this Agreement hired prior to 1/1/2007. The Union shall be furnished a copy of the Plan and any changes that the Employer may institute from time to time.
- 26.2 Each regular full-time and eligible regular part-time employee covered by this Agreement hired prior to 1/1/2007 shall contribute 3% of his or her gross earnings to the County Retirement System.

#### 26.3 <u>Age and Service Retirement</u>

- a. Employees hired prior to 1/1/2007 shall be allowed to receive full retirement benefits at age 60 or older after completing 10 or more years of service; at age 65 after completing 8 or more years of service; or have attained 85 points which is defined as age + years of service = 85 points.
- b. Early retirement at age 55 and 10 or more years of service with reduced benefits.

#### 26.4 <u>Retirement Multiplier</u>

A retirement multiplier factor of 2.25% (.0225) shall be applied to the final average compensation and years of service in determining the employee's annual retirement allowance and shall be effective for employees hired prior to 1/1/2007 who retire after April 10, 2004.

#### 26.5 Final Average Compensation

Final average compensation shall mean the highest annual compensation received by a member hired prior to 1/1/2007 during a period of five consecutive years of service contained within the ten years of service immediately preceding retirement. Compensation of members hired prior to 1/1/2007, in determining amounts subject to deduction for payment to the retirement system and for determination of "final average compensation" shall consist of all payments received by a member hired prior to 1/1/2007 for base salary, longevity pay, and overtime and any lump sum payment in lieu of annual leave.

- 26.6 The Employer will offer to members of this bargaining unit any early retirement window that is offered to any other County employee under the same terms and conditions who is a member of the Midland County Retirement System.
- 26.7 The defined benefit plan described above shall be closed to regular full time employees hired 1/1/2007 or later.
- 26.8 Regular full-time employees hired 1/1/2007 or later, shall be required to participate in a County sponsored defined contribution plan. Said employees shall be required to make an irrevocable choice between the following two choices:
- a. The County will contribute 2% of wages on behalf of the employee to the defined contribution plan; the employee will have no contributions.
- b. The County will contribute 5% of wages on behalf of the employee to the defined contribution plan; the employee will be required to contribute 3% of wages.

#### ARTICLE XXVII - HOLIDAYS

27.1 The Employer recognizes the following paid holidays:

New Year=s Day
Martin Luther King Day
President=s Day
Good Friday
Memorial Day
Fourth of July
Labor Day
Veteran=s Day
Thanksgiving Day and Friday After
Christmas Eve Day
Christmas Day
New Year=s Eve Day

- 27.2 Employees covered by this Agreement shall not normally be required to work on the designated holidays.
- All regular full-time and eligible regular part-time employees covered by this Agreement shall be paid their hourly wage for the number of hours they are regularly scheduled to work on the day one of the above holidays falls or is observed.
- Whenever any of the above holidays falls on Sunday, it shall be observed on the following Monday. Whenever a holiday falls on Saturday, it will be observed on the preceding Friday.
- 27.5 Employees who may be required to work on one of the above holidays shall receive one and one-half times their regular straight time hourly rate for all hours worked on such holiday, in addition to their regular salary covering the holiday. In lieu of payment for working on the holiday, the employee may elect to receive compensatory time off at the rate of time and one-half for each hour, or part thereof, worked by the employee on the holiday. Scheduling of compensatory time off shall be subject to advance approval of the Department Head.
- 27.6 If a holiday combination is Friday and Saturday, the celebrated days shall be Thursday and Friday; if a holiday combination is Sunday and Monday, then the celebrated days shall be Monday and Tuesday.

#### ARTICLE XXVIII - INSURANCE

#### Life and Accidental Death & Dismemberment Insurance

- 28.1 The Employer will provide all regular full-time and eligible regular part-time employees with accidental death and dismemberment insurance in the amount of\$50,000 term life insurance and \$50,000 accidental death and dismemberment insurance.
- 28.2 The Employer shall pay the full premium for the life and accidental death and dismemberment insurance. The insurance is effective commencing the first day of the month next following the month in which the employee satisfactorily completes 30 days' employment as a member of the bargaining unit.
- 28.3 In the event of layoff, the Employer will pay the premium for one month beyond the month in which the employee is laid off.
- 28.4 In the event of absence due to an illness or injury not compensable under Workers' Compensation, the Employer will pay the premium for a period not to exceed one year.
- 28.5 In the event of absence due to an injury or illness compensable under Workers' Compensation, the Employer will pay the premium for a period not to exceed two years.
- 28.6 The terms, conditions, exclusions and limitations specified in the Employer's policy with its insurance carrier shall govern all conditions of eligibility for and payment of benefits.

# <u>Dental-Hospital-Medical-Surgical Insurance</u>

28.7 For all regular full-time and eligible regular part-time employees hired on or before April 10, 2004, the Employer shall provide, at no cost to the employee, Blue Cross-Blue Shield PPO4 for the employee and family as defined by Blue Cross-Blue Shield. In addition, the Employer will provide Blue Preferred RX Prescription Drug Coverage with 25% co-pay, \$10 min - \$25 max.

Regular full-time and eligible regular part-time employees hired on or before April 10, 2004 shall have the option of purchasing alternate insurance including Blue Cross/Blue Shield Traditional, Traditional 250, PPO1, and PPO6. The cost for

such purchase during the year will be the difference in rates between the base plan PPO4 and the plan of their choice.

For regular full-time and eligible regular part-time employees hired after April 10, 2004 the Employer shall provide, at no cost to the employee, Blue Cross-Blue Shield PPO8 for the employee and family as defined by Blue Cross-Blue Shield. In addition, the Employer will provide Blue Preferred RX Prescription Drug Coverage with 25% co-pay, \$10 min - \$25 max.

Regular full-time and eligible regular part-time employees hired after April 10, 2004 shall have the option of purchasing alternate insurance including Blue Cross/Blue Shield Traditional, Traditional 250, PPO1, PPO6, and PPO4. The cost for such purchase during the year will be the difference in rates between the base plan PPO8 and the plan of their choice.

A rider to provide coverage for birth control pills is included in all of the above prescription drug plans.

The Employer will provide vision coverage Group Benefit Certificate A-80 and CR25 50-50 dental insurance for all of the above plans.

- 28.8 In the event of layoff, the County will pay the premium for one month beyond the month in which the employee is laid off.
- 28.9 In the event of absence due to an illness or injury not compensable under Worker's Compensation, the County will pay its portion of the premium for a period not to exceed one year.
- 28.10 In the event of absence due to an injury or illness compensable under Workers' Compensation, the County will pay its portion of the premium for a period not to exceed two years.
- 28.11 Effective April 10, 2004, the Employer will provide \$150.00 per month to employees who opt out of the County=s health insurance coverage provided that the employee provides evidence of health insurance elsewhere.
- 28.12 The terms, conditions, exclusions and limitations specified in the Employer's policy with its insurance carrier shall govern all conditions of eligibility for and payment of benefits.

# Weekly Income Insurance

- 28.13 The Employer will provide weekly income insurance for all regular full-time and eligible regular part-time employees covered by this Agreement. The terms and provisions of such coverage shall be made available to the Union.
  - a. Short Term Disability Plan:
    Waiting Period see (d.) below
    % of Pay 66 2/3% of base pay
    Maximum \$3,000.00 P/Mth
    Maximum Time 6 months
  - b. Long-Term Disability Plan:
     Waiting Period 6 months
     % of Pay 66 2/3% of base pay
     Maximum \$3,000.00 P/Mth
     Maximum Time 2 years
- c. The terms, conditions, exclusions and limitations specified in the Employer's policy with its insurance carrier shall govern all conditions of eligibility for and payment of benefits.
  - d. Waiting period for Short-Term Disability: For the first qualifying event, the waiting period shall be five (5) workdays.

For the second qualifying event, the waiting period shall be seven (7) workdays.

For the third qualifying event, the waiting period shall be ten (10) workdays.

The employee shall start at the first qualifying level and move to the next level when they need to be off within a rolling twelve (12) month period from the last time they return from using the STD/LTD coverage. The employee shall move to the maximum qualifying level and remain there if there has not been a full twelve (12) month period of time since the last return to work. Once a full twelve (12) month period has lapsed since the employee's last return to work, the employee shall restart at the first qualifying level.

#### Retiree Health Care Plan

28.14 The Retiree Health Care Plan described below shall be

closed to regular full-time employees hired 1/1/2007 or later. Regular full-time employees hired prior to 1/1/2007 are covered under the Employer's Retiree Health Care Plan. The Employer shall annually budget sufficient funds, to contribute to the Retiree Health Care Fund, based upon the actuarially determined amount to be reserved for the future cost of retiree health care premiums.

Employees shall contribute one percent (1%) of their bi-weekly base pay to be deposited into the "Retiree Health Care Fund" to assist in the funding of future health care benefits for the retiree, their spouse and/or dependents. This contribution will be set up as a pre-tax deduction if possible. If the employee dies prior to becoming eligible for retirement and/or retiree health care benefits, the employee's contribution will go to their estate. If the employee quits or leaves County employment prior to becoming eligible for retirement benefits and/or retiree health care benefits, the employee shall be refunded the amount the employee contributed to the retiree health care fund along with accumulated interest thereon as determined by the Employer.

Upon retirement, in accordance with Section 26.3, those employees who are not Medicare eligible will be able to choose either the Base Plan that is available to them as an active employee (including dental, vision and drugs), or the traditional Blue Cross/Blue Shield MVF-1, (suffix 905) Comprehensive Hospital Care Certificate, Hospital, Medical, Surgical Insurance including the following riders: FAERC, DC-45 NM, ASFP, ML, MM-1. The Employer will pay the cost of either plan. There will be an open enrollment period annually during November and December. At age 65, the retiree must enroll in the Part B Medicare Program at his/her own expense. The Employer will thereafter pay the cost of Blue Cross/Blue Shield, Master Medical Complimentary Coverage Option-1, or its equivalent coverage.

An employee who is eligible for retirement, regardless of age or years of service, shall be entitled to retiree health care benefits for the employee, their spouse and/or dependents. The Employer shall pay one hundred percent (100%) of the health care premium for the retiree and fifty percent (50%) of the premium for the retiree spouses and eligible dependents. The employee shall be responsible for the remainder. The Employer shall pay five percent (5%) of the retiree spouse's and eligible dependent's health care premium for each year of service the employee has in excess of ten (10) years.

A retiree's spouse who is covered by health care benefits from the spouse's employer shall not be allowed to participate in the Employer sponsored retiree health care program. A retiree, their spouse and/or dependents shall be allowed to participate in the retiree health care program provided they meet the following requirements:

- a. The retiree must be an active retiree of the County and must be receiving monthly retirement benefits pursuant to the County Retirement Plan.
- b. Beneficiaries of retirees shall be allowed to continue to receive health care benefits as long as the main beneficiary is covered by the retiree's health care plan at the time of the retiree's death and continues to receive the deceased retiree's retirement allowance. If a deceased retiree's spouse remarries, health care benefits shall not be available to the new spouse.
- c. Dependent children of the retiree are eligible for continued health care coverage after the retiree's death. The dependent children must have been enrolled in the retiree's health care plan at the time of the retiree's death and must continue as dependents under the surviving spouse who is the named beneficiary of the retiree. The dependent child shall continue to receive health care coverage through the end of the year in which the dependent child reaches age 19 or age 25 if they are enrolled in a university.
- 28.15 An employee while receiving weekly income insurance shall continue to accrue seniority and maintain all benefits. (from Memorandum of Understanding dated 10/5/2001).

## ARTICLE XXIX - GENERAL

# Employee Bonds

29.1 Should the Employer require any employee to provide a bond for employment purposes, the general bond premium shall be paid by the Employer. Special premiums, in excess of the general bond premium, if any, required for any employee must be paid by such employee.

#### Bulletin Boards

29.2 The Employer shall provide bulletin boards at each County Union work site for use by the Union. The boards shall only be used for posting notices of authorized Union business. They shall not be used for political purposes of any kind. The Union shall designate a person who shall be responsible for all material posted on the boards.

#### <u>Mileage</u>

29.3 Mileage allowances authorized by the Board of Commissioners shall be effective for employees covered by this Agreement.

#### Special Conferences

#### 29.4

- a. Special conferences shall be arranged between the Union and the Employer upon the request of either party. Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the conference shall be presented in writing at the time the conference is requested. Conferences shall be held within ten working days after the request is received, but may be extended by mutual consent. Matters taken up in special conferences shall be confined to those included in the agenda. Conferences shall be held at mutually agreed upon times and hours. Representatives of the Union, not to exceed three, shall be released with pay for the purpose of attending a special conference. Special conferences may be attended by representatives of Local 214.
- b. The Union representative may meet without loss of time or pay on the Employer's property for up to one-half hour immediately preceding the conference.

#### Weekend Hours for Parks Employees

29.5 Employees who work at one of Midland County's Parks and who are scheduled to work weekend (Saturday and/or Sunday) hours shall receive a premium pay amounting to \$.25 per hour above their regular hourly rate for all weekend hours actually worked.

#### Training

29.6 The Employer recognizes that in the event it is necessary that an employee receive additional training during the time of the regular workday the Employer will be responsible for the reimbursement of wages for that training. In the event any schooling or in-service training is specifically assigned by the Employer, the employee will be paid not to exceed eight hours at his regular straight time hourly rate for each full day of such training or schooling, and expenses computed in accordance with regular Employer expense allowance procedures.

#### Tuition Reimbursement Program

- 29.7 The Employer will establish a tuition refund program that can be requested by the employee and will be approved by the Employer, subject to the guidelines below:
- a. This program applies to tuition only; registration, application and other incidental fees, books, supplies, deposits, etc., which may be charged shall be borne by the employee.
- b. Tuition reimbursement shall only be available for educational courses directly related to the development of skills and abilities needed in the employee's then current position or another position in the County.
- c. The employee must have completed one year of regular service with the County prior to the first day of the term or semester for which he plans to register.
- d. The application for tuition reimbursement can be obtained in the Personnel Department. It is to be completed ten (10) days before the beginning of each semester. The applicant shall also be required to present evidence of admission confirming that he has satisfied all admission requirements and is eligible to enroll for classes.
- e. The application will be reviewed to determine if the requested education courses are accredited and work related, and that the institution where they are to be taken is approved. Advance approval is required.

- f. Regular full-time and eligible regular parttime employees will receive reimbursement for 50% and 25% of tuition; respectively; provided they meet the other requirements set forth herein.
- g. No more than eight credit hours per year, or four credit hours per term or semester, will be approved for any employee.
- h. Within 30 days of the end of the term or semester, the employee must submit to the Personnel Department the bill, receipt of payment, and grades for review. Requests for tuition reimbursement not submitted within 30 days shall result in the employee's forfeiture of all rights to reimbursement for such course work.
- i. A grade of "C" or better must be maintained in an undergraduate, business, or trade school level course to qualify for reimbursement; a grade of "B" or better is required for graduate courses.
- j. The employee must take courses during non-working hours.
- k. Applications will be processed on a first come basis. When funds authorized by the Employer have been fully committed, no further applications for tuition reimbursement shall be approved.
- 1. The Employer will not pay for incompletes or for any course retaken for any reason, or for any course or tuition expense which is paid for or reimbursed under the G.I. Bill, scholarships, grants or by any outside organization.

#### County Facilities

- 29.8 When the County facilities are closed due to an emergency, the affected employees of the closed facilities shall receive their normal day's pay for such closed days.
- 29.9 Effective with the signing of this agreement, all County facilities and properties will be smoke free. In the event smoking is permitted in the future, the smoke rooms in the County Courthouse and County Services Building will be re-opened under the same terms and conditions that exist as of December 31, 1998.

#### ARTICLE XXX - SEPARABILITY AND SAVINGS CLAUSE

- 30.1 If any article or section of this contract, or if any riders thereto, should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this contract and of any rider thereto, or the application of such article or section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.
- 30.2 In the event that any article or section is held invalid or enforcement of or compliance with which has been restrained as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such article or section during the period of invalidity or restraint.

#### ARTICLE XXXI - TERMINATION OF AGREEMENT

- 31.1 This Agreement shall be in full force and effect from January 1, 2007 to December 31, 2011, and shall continue in full force and effect from year to year thereafter unless written notice of desire to cancel or terminate the Agreement is served by either party upon the other at least 60 days prior to date of expiration.
- 31.2 It is further provided that where no such cancellation or termination notice is served and the parties desire to continue said Agreement but also desire to negotiate changes or revisions in this Agreement, either party may serve upon the other a notice, at least 60 days prior to December 31, 2011, or December 31st of any subsequent contract year advising that such party desires to continue this Agreement but also desires to revise or change terms or conditions of such Agreement. The respective parties shall be permitted all lawful economic recourse to support their request for revisions if the parties fail to agree thereon.

#### EMPLOYER

James T. Bradley, Chairman Board of Commissioners

Howard G. Schoenherr County Commissioner

Karen A. Holcomb County Clerk

Richard A. Enszer County Treasurer

Scott I. Haines Register of Deeds

Douglas Enos

Drain Commissioner

Bridgette M. Gransden

Finance Director

Suzanne V. Ault

Human Resources Director

TEAMSTERS LOCAL 214

Les Barrett

Business Representative

Tina Oliver

Chief Steward

Ann Townsend

Bargaining Committee Member

rishia Breen

Bargaining Committee Member

To further assist employees in learning and upgrading computer skills, the County agrees to continue its practice of providing training as technology changes.

- 1. Up to ten employees per year for each year of the parties' 2007 2011 collective bargaining agreement shall be permitted to participate in a word processing training program to be held at a location to be selected by the County.
- 2. The training program shall be made available to employees on a seniority basis in the following order of preference.
- a. Employees who are required to operate word processing equipment as part of their regular work assignments and who have not previously received any training in the operation of such equipment shall have first priority.
- b. Employees who are required to operate word processing equipment as part of their regular work assignments and who have received only limited introductory training in the operation of such equipment shall have second priority.
- c. Employees who are presently in an occupational classification that requires or may reasonably be expected to require word processing training, or employees who are in a County recognized occupational ladder in which word processing skills may be reasonably required for future promotion, shall have third priority.
- d. Other employees who are interested in word processing training shall have fourth priority.
- 3. Employees shall not be compensated for participation in this program. Participation shall be wholly voluntary and shall be on each employee's own time.

4. Except as herein above provided, the terms and conditions governing tuition reimbursement for program participation shall be as provided for under the Tuition Reimbursement Program of the parties' collective bargaining agreement.

EMPLOYER	
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James T. Bradley, Chairman	1
Board of Commissioners	
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County Commissioner	
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Karen A. Holcomb	=
County Clerk	
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Richard Cl. Enger	
Richard A. Enszer	
County Treasurer	
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Suzanne V. Ault	
Human Resources Director	

Les Barrett
Business Representative

Tina Oliver
Chief Steward

Ann Townsend
Bargaining Committee Member

Trishia Breen
Bargaining Committee Member

The County agrees to continue the Labor/Management Health/Dental Insurance Study Committee.

The charge of the Health/Dental Insurance Study Committee will be to analyze current plan benefits and submit recommendations to the County and Union for reducing current employer and employee costs.

The Committee will be comprised of equal representation of labor and management.

This Committee will continue to work for the duration of this Agreement.

Upon completion of its review, the Committee shall summarize its findings and recommendations in report form and forward a copy of same to all participants. The Committee's findings and recommendations shall not be binding on the County or Teamsters Local 214.

Within sixty (60) days after receipt of the Committee's report, the Union's and the County's Bargaining Committees shall meet to discuss the Committee's findings and recommendations. Any agreements arrived at through this discussion shall be reduced to writing and submitted for approval and ratification by the membership of Teamsters Local 214 and the County's Board of Commissioners.

EMPLOYER

James T. Bradley, Chairman

Board of Commissioners

Howard G. Schoenherr County Commissioner TEAMSTERS LOCAL 214

Les Barrett

Business Representative

Tina Oliver

Chief Steward

Karen A. Holcomb
County Clerk

Richard A. Enszer

County Treasurer

Scott I. Haines Register of Deeds

Douglas Znos

Drain Commissioner

Bridgette M. Gransden

Finance Director

Suzanne V. Ault

Human Resources Director

Ann Townsend

Bargaining Committee Member

Trishia Breen

Bargaining Committee Member

It is hereby agreed by and between the County of Midland and Teamsters Local 214, that any proposals or counterproposals withdrawn by the parties during the negotiation of the 2007-2011 collective bargaining agreement shall be without prejudice to said parties in the future interpretation or application of said Agreement.

EMPLOYER T. Bradley, Chairman Board of Commissioners Howard G. Schoenherr County Commissioner Karen A. Holcomb County Clerk Richard A. Enszer County Treasurer Scott I. Haines Register of Deeds Douglas Enps Drain Commissioner Bridgette M. Gransden Finance Director Suzanne V. Ault

Human Resources Director

Les Barrett
Business Representative

Tina Oliver
Chief Steward

Ann Townsend
Bargaining Committee Member

Trishia Breen

Bargaining Committee Member

The County agrees that it shall not erode the bargaining unit through the termination of employees in bargaining unit positions and the filling of said positions with non-bargaining unit employees.

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Human Resources Director

Les Barrett
Business Representative

Tina Oliver
Chief Steward

Ann Townsend
Bargaining Committee Member

Trishia Breen
Bargaining Committee Member

It is hereby understood by the parties that Article XVII, Section 17.14 which refers to three (3) personal leave days shall also apply to eligible regular part-time employees who work 65 or more hours per biweekly pay period. These personal leave days will be afforded these employees on a pro rata basis. Example: If an employee normally works 72 hours per biweekly pay period, his or her personal leave will be determined by multiplying 3 times 72/80. In this example the employee would be afforded 2.7 personal days.

Based on the foregoing, it is understood that the Union hereby withdraws with prejudice the Class action grievance regarding personal leave days dated September 9, 2004, FMCS Case No. 051029-50754-8.

It is further understood that employees affected by this agreement shall receive their appropriate allotment of personal days they would have received in 2004 and 2005. These days may be taken during the remainder of 2005.

EMPLOYER

James T. Bradley, Chairman Board of Commissioners

Suzanne V. Ault

Human Services Director

TEAMSTERS LOCAL 214

Les Barrett

Business Representative

Tina Oliver

Chief Steward

#### MEMORANDUM OF UNDERSTANDING

# between MIDLAND COUNTY and TEAMSTERS LOCAL 214

The parties desire to clarify the application of language in Article 27 covering holidays.

The following will be used to determine holiday pay for eligible regular part-time employees.

- 1. If an employee is normally scheduled to work on the day the holiday is to be observed, then that day shall be the employee's designated holiday and the employee will be scheduled off and paid holiday pay for that day. The hours paid shall be the exact number of hours scheduled for the actual day (or the designated day for the holiday).
- 2. If the employee is normally not scheduled to work on the day the holiday is to be observed, then one of the other days that the employee is normally scheduled to work that week shall be designated the holiday by the employee's supervisor. If, in the supervisor's judgment, it is possible to release the employee on such designated holiday, the employee shall then be scheduled off that day and paid for the number of hours he or she would have otherwise regularly worked. If the day(s) off cannot be arranged by the supervisor, the employer shall, in lieu thereof, pay the employee for each holiday the employee is not permitted to observe. Such pay for each non-observed holiday shall be in an amount equal to the employee's budgeted FTE appointment multiplied by 8 hours (e.g. An employee with a 90% budgeted FTE appointment shall be paid 7.2 hours of holiday pay.)
- 3. Any eligible part-time employee who is temporarily assigned to work 40 hours in a week in which a holiday falls, will be paid 8 (eight) hours holiday pay for any holiday that occurs within that workweek.

Entered into this  $2^{nd}$  (Second) day of March, 2006.

**EMPLOYER** 

James T. Bradley, Chairman Board of Commissioners

Human Services Director

Les Barrett

Business Representative

Tina Oliver

Chief Steward

Ann Townsend

Bargaining Committee Member

This Letter of Understanding is between the County of Midland and Teamsters Local 214.

It is hereby agreed that Appendix A to the Contract is modified to reflect the addition of the following pay grade and job title as provided in Article XXIV-Compensation and Job Classifications - 24.1 General Provisions and 24.4 Revised and New Job Classifications.

Classification	Grade	Start
General Office Clerk	A-2	\$15,600

**EMPLOYER** 

James T. Bradley, Chairman Board of Commissioners

Suzamhe V. Ault

Human Resources Director

TEAMSTERS LOCAL 214

Les Barrett

Business Representative

Dawn Donahue

Steward

#### APPENDIX A

# Pay Grade Job Title

- A-2 General Office Clerk
- A n/a
- B n/a
- C Deputy County Clerk
- D n/a
- E Clerk I-Health
  Deputy County Clerk-Vital Records
  Deputy Register of Deeds
  Friend of the Court Clerk I
  Secretary-MSU Extension
  Secretary-Parks and Recreation
  Vision and Hearing Technician
- F Account Clerk-Finance
  Account Clerk-Health
  Bookkeeper-MSU Extension
  Clerk II-Health
  Deputy County Clerk-Circuit Court
  Deputy Treasurer-Accounting Specialist
  Deputy Treasurer-Asst Property Tax Division Specialist
  Extension 4-H Program Assistant
  Friend of the Court Clerk II
  Office Assistant-County Clerk
  Park Ranger
  Secretary-Equalization
  Secretary-Health
  Secretary-Housing and Facilities
  Solution Area Planner
- G Account Clerk/Permit Agent Housing Rehabilitation Specialist
- H Health Data Specialist
  Senior Park Ranger
  Senior Park Ranger/Maintenance Specialist
  Support Enforcement Specialist

#### APPENDIX A

# Pay Grade Job\_Title

- I Accounting Supervisor-Friend of the Court
  Deputy Treasurer/Property Tax Division Accounting Specialist
  Office Manager-Friend of the Court
  Payroll Accountant
  Procurement/Contracts Administrator
  Support Enforcement Officer
- J Appraiser Chief Park Ranger Family Evaluator
- K Accountant-Health
   Benefits Accountant
   Deputy Treasurer/Investment Manager-Accountant
   General Ledger Accountant
   Mediator/Family Evaluator

**APPENDIX B-2** 

TEAMSTER UNION 01/01/06

00405	07407	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F
GRADE 1	<u>START</u> 19,270	1 YEAR 20,885	2 YEARS 22,499	4 YEARS 24,115	6 YEARS 25,730	8 YEARS 27,346	10 YEARS 28,962
'	15,276	20,000	22,400	24,110	20,700	27,040	20,502
2	20,814	22,563	24,313	26,062	27,811	29,561	31,311
3	22,496	24,391	26,285	28,180	30,076	31,969	33,865
4	24,320	26,372	28,425	30,479	32,532	34,584	36,638
5	25,949	28,143	30,337	32,532	34,726	36,921	39,114
6	27,819	30,176	32,533	34,889	37,246	39,603	41,960
7	30,093	32,647	35,201	37,757	40,311	42,866	45,422
8	32,562	35,332	38,102	40,872	43,639	46,409	49,178
9	34,603	37,551	40,500	43,448	46,397	49,345	52,295
10	37,456	40,651	43,848	47,044	50,239	53,436	56,631
11	40,552	44,016	47,480	50,943	54,407	57,870	61,332
12	43,906	47,663	51,419	55,175	58,931	62,686	66,442

**APPENDIX B-2** 

1% over previous year

		STEP A	STEP B	STEP C	STEP D	STEP E	STEP F
<u>GRADE</u>	<u>START</u>	1 YEAR	2 YEARS	4 YEARS	<u>6 YEARS</u>	8 YEARS	10 YEARS
1	19,463	21,094	22,724	24,356	25,987	27,619	29,252
2	21,022	22,789	24,556	26,323	28,089	29,857	31,624
3	22,721	24,635	26,548	28,462	30,377	32,289	34,204
4	24,563	26,636	28,709	30,784	32,857	34,930	37,004
5	26,208	28,424	30,640	32,857	35,073	37,290	39,505
6	28,097	30,478	32,858	35,238	37,618	39,999	42,380
7	30,394	32,973	35,553	38,135	40,714	43,295	45,876
8	32,888	35,685	38,483	41,281	44,075	46,873	49,670
9	34,949	37,927	40,905	43,882	46,861	49,838	52,818
10	37,831	41,058	44,286	47,514	50,741	53,970	57,197
11	40,958	44,456	47,955	51,452	54,951	58,449	61,945
12	44,345	48,140	51,933	55,727	59,520	63,313	67,106

**APPENDIX B-2** 

3% over previous year

		STEP A	STEP B	STEP C	STEP D	STEP E	STEP F
<u>GRADE</u>	<u>START</u>	1 YEAR	2 YEARS	4 YEARS	<u>6 YEARS</u>	8 YEARS	<u>10 YEARS</u>
1	20,047	21,727	23,406	25,087	26,767	28,448	30,129
2	21,653	23,472	25,293	27,112	28,932	30,752	32,573
3	23,403	25,374	27,344	29,316	31,288	33,257	35,230
4	25,300	27,435	29,571	31,707	33,843	35,978	38,115
5	26,995	29,277	31,560	33,843	36,125	38,409	40,690
6	28,940	31,392	33,844	36,295	38,747	41,199	43,651
7	31,306	33,963	36,620	39,279	41,936	44,593	47,253
8	33,874	36,756	39,638	42,519	45,398	48,279	51,160
9	35,998	39,064	42,132	45,199	48,267	51,334	54,402
10	38,965	42,289	45,615	48,940	52,264	55,589	58,913
11	42,186	45,790	49,393	52,996	56,600	60,202	63,804
12	45,675	49,584	53,491	57,399	61,306	65,212	69,120

**APPENDIX B-2** 

2% over previous year

		STEP A	STEP B	STEP C	STEP D	STEP E	STEP F
<u>GRADE</u>	<u>START</u>	1 YEAR	2 YEARS	4 YEARS	<u>6 YEARS</u>	8 YEARS	10 YEARS
1	20,448	22,161	23,874	25,589	27,302	29,017	30,732
2	22,086	23,942	25,799	27,655	29,510	31,367	33,224
3	23,871	25,881	27,891	29,902	31,914	33,922	35,934
4	25,806	27,983	30,162	32,341	34,520	36,697	38,877
5	27,535	29,863	32,191	34,520	36,848	39,177	41,504
6	29,519	32,020	34,521	37,021	39,522	42,023	44,524
7	31,932	34,642	37,352	40,064	42,774	45,485	48,198
8	34,552	37,491	40,430	43,370	46,306	49,245	52,183
9	36,717	39,846	42,975	46,103	49,232	52,360	55,491
10	39,745	43,135	46,527	49,919	53,309	56,701	60,091
11	43,030	46,706	50,381	54,056	57,732	61,406	65,080
12	46,589	50,575	54,561	58,547	62,532	66,516	70,502

**APPENDIX B-2** 

2% over previous year

		STEP A	STEP B	STEP C	STEP D	STEP E	STEP F
<u>GRADE</u>	<u>START</u>	1 YEAR	2 YEARS	4 YEARS	<u>6 YEARS</u>	8 YEARS	10 YEARS
1	20,856	22,604	24,351	26,100	27,848	29,597	31,346
2	22,528	24,421	26,315	28,208	30,101	31,995	33,889
3	24,348	26,399	28,449	30,500	32,552	34,601	36,653
4	26,322	28,543	30,765	32,988	35,210	37,431	39,654
5	28,085	30,460	32,835	35,210	37,585	39,961	42,334
6	30,109	32,660	35,211	37,761	40,312	42,863	45,414
7	32,571	35,335	38,099	40,865	43,630	46,395	49,162
8	35,243	38,241	41,239	44,237	47,232	50,230	53,227
9	37,452	40,643	43,834	47,025	50,217	53,407	56,600
10	40,540	43,998	47,458	50,917	54,375	57,835	61,293
11	43,891	47,640	51,389	55,137	58,886	62,634	66,381
12	47,521	51,587	55,652	59,717	63,783	67,847	71,912

**APPENDIX B-2** 

3% over previous year

		STEP A	STEP B	STEP C	STEP D	STEP E	STEP F
<u>GRADE</u>	<u>START</u>	1 YEAR	2 YEARS	4 YEARS	<u>6 YEARS</u>	8 YEARS	10 YEARS
1	21,482	23,283	25,082	26,883	28,684	30,485	32,287
2	23,203	25,153	27,104	29,054	31,004	32,955	34,905
3	25,078	27,191	29,302	31,415	33,529	35,639	37,753
4	27,112	29,399	31,688	33,978	36,267	38,554	40,844
5	28,928	31,374	33,820	36,267	38,712	41,159	43,604
6	31,013	33,640	36,268	38,894	41,522	44,149	46,777
7	33,548	36,395	39,242	42,091	44,939	47,787	50,636
8	36,300	39,388	42,476	45,564	48,649	51,737	54,824
9	38,575	41,862	45,149	48,436	51,723	55,010	58,298
10	41,756	45,318	48,882	52,445	56,006	59,570	63,132
11	45,207	49,069	52,931	56,791	60,653	64,513	68,373
12	48,946	53,135	57,322	61,509	65,696	69,882	74,069

TEAMSTER UNION 01/01/06

SALARY SCHEDULE FOR EMPLOYEES HIRED BEFORE 06/20/95

		STEP A	STEP B	STEP C	STEP D	STEP E
<u>GRADE</u>	<u>START</u>	1 YEAR	2 YEARS	3 YEARS	<u>5 YEARS</u>	<u>7 YEARS</u>
1	19,270	21,208	23,146	26,385	27,631	28,962
2	20,814	22,914	25,012	28,520	29,879	31,311
3	22,496	24,770	27,044	30,836	32,316	33,865
4	24,320	26,783	29,246	33,349	34,952	36,638
5	25,949	28,582	31,216	35,598	37,321	39,114
6	27,819	30,648	33,476	38,174	40,025	41,960
7	30,093	33,159	36,223	41,317	43,320	45,422
8	32,562	35,886	39,208	44,724	46,903	49,178
9	34,603	38,141	41,679	47,547	49,865	52,295
10	37,456	41,292	45,125	51,488	53,991	56,631
11	40,552	44,710	48,864	55,748	58,484	61,332
12	43,906	48,414	52,920	60,382	63,348	66,442

**APPENDIX B-2** 

1% over previous year

		STEP A	STEP B	STEP C	STEP D	STEP E
<u>GRADE</u>	<u>START</u>	1 YEAR	2 YEARS	3 YEARS	<u>5 YEARS</u>	7 YEARS
1	19,463	21,420	23,377	26,649	27,907	29,252
2	21,022	23,143	25,262	28,805	30,178	31,624
3	22,721	25,018	27,314	31,144	32,639	34,204
4	24,563	27,051	29,538	33,682	35,302	37,004
5	26,208	28,868	31,528	35,954	37,694	39,505
6	28,097	30,954	33,811	38,556	40,425	42,380
7	30,394	33,491	36,585	41,730	43,753	45,876
8	32,888	36,245	39,600	45,171	47,372	49,670
9	34,949	38,522	42,096	48,022	50,364	52,818
10	37,831	41,705	45,576	52,003	54,531	57,197
11	40,958	45,157	49,353	56,305	59,069	61,945
12	44,345	48,898	53,449	60,986	63,981	67,106

**APPENDIX B-2** 

3% over previous year

		STEP A	STEP B	STEP C	STEP D	STEP E
<u>GRADE</u>	<u>START</u>	1 YEAR	2 YEARS	3 YEARS	<u>5 YEARS</u>	<u>7 YEARS</u>
1	20,047	22,063	24,079	27,448	28,745	30,129
2	21,653	23,837	26,020	29,669	31,083	32,573
3	23,403	25,768	28,134	32,079	33,618	35,230
4	25,300	27,862	30,425	34,693	36,361	38,115
5	26,995	29,734	32,474	37,033	38,825	40,690
6	28,940	31,883	34,825	39,712	41,638	43,651
7	31,306	34,495	37,683	42,982	45,066	47,253
8	33,874	37,332	40,788	46,526	48,793	51,160
9	35,998	39,678	43,359	49,463	51,875	54,402
10	38,965	42,956	46,944	53,563	56,167	58,913
11	42,186	46,512	50,833	57,995	60,841	63,804
12	45,675	50,365	55,053	62,815	65,901	69,120

**APPENDIX B-2** 

2% over previous year

		STEP A	STEP B	STEP C	STEP D	STEP E
<u>GRADE</u>	<u>START</u>	1 YEAR	2 YEARS	3 YEARS	<u>5 YEARS</u>	<u>7 YEARS</u>
1	20,448	22,504	24,560	27,997	29,319	30,732
2	22,086	24,314	26,540	30,263	31,705	33,224
3	23,871	26,284	28,697	32,720	34,291	35,934
4	25,806	28,420	31,033	35,387	37,088	38,877
5	27,535	30,329	33,123	37,773	39,602	41,504
6	29,519	32,521	35,522	40,507	42,471	44,524
7	31,932	35,185	38,436	43,842	45,967	48,198
8	34,552	38,079	41,604	47,457	49,769	52,183
9	36,717	40,472	44,226	50,452	52,912	55,491
10	39,745	43,815	47,882	54,634	57,290	60,091
11	43,030	47,442	51,850	59,155	62,058	65,080
12	46,589	51,372	56,154	64,072	67,219	70,502

**APPENDIX B-2** 

TEAMSTER UNION 01/01/10 2% over previous year

		STEP A	STEP B	STEP C	STEP D	STEP E
<u>GRADE</u>	<u>START</u>	1 YEAR	2 YEARS	3 YEARS	<u>5 YEARS</u>	7 YEARS
1	20,856	22,954	25,052	28,557	29,906	31,346
2	22,528	24,800	27,071	30,868	32,339	33,889
3	24,348	26,809	29,270	33,375	34,977	36,653
4	26,322	28,988	31,654	36,095	37,830	39,654
5	28,085	30,935	33,786	38,529	40,394	42,334
6	30,109	33,171	36,232	41,317	43,320	45,414
7	32,571	35,889	39,205	44,719	46,886	49,162
8	35,243	38,840	42,436	48,406	50,764	53,227
9	37,452	41,281	45,110	51,461	53,970	56,600
10	40,540	44,691	48,840	55,727	58,436	61,293
11	43,891	48,391	52,887	60,338	63,299	66,381
12	47,521	52,400	57,277	65,353	68,563	71,912

APPENDIX B-2

TEAMSTER UNION 01/01/11 3% over previous year

		STEP A	STEP B	STEP C	STEP D	STEP E
<u>GRADE</u>	<u>START</u>	1 YEAR	2 YEARS	3 YEARS	<u>5 YEARS</u>	7 YEARS
1	21,482	23,643	25,803	29,414	30,803	32,287
2	23,203	25,544	27,883	31,794	33,309	34,905
3	25,078	27,614	30,149	34,376	36,026	37,753
4	27,112	29,858	32,603	37,177	38,964	40,844
5	28,928	31,863	34,800	39,685	41,605	43,604
6	31,013	34,166	37,319	42,556	44,620	46,777
7	33,548	36,966	40,381	46,060	48,293	50,636
8	36,300	40,006	43,709	49,858	52,287	54,824
9	38,575	42,520	46,464	53,005	55,589	58,298
10	41,756	46,032	50,305	57,399	60,189	63,132
11	45,207	49,843	54,473	62,148	65,198	68,373
12	48,946	53,972	58,995	67,314	70,620	74,069

2006 APPENDIX B-1

GRADE A-2	<u>START</u>	STEP A 1 YEAR	STEP B 2 YEARS	STEP C 3 YEARS	STEP D 4 YEARS	STEP E 5 YEARS	STEP F 6 YEARS	STEP G 7 YEARS
Α	18,217	19,169	20,172	21,225	22,335	23,502	24,732	26,024
В	19,490	20,508	21,580	22,709	23,896	25,145	26,459	27,843
С	20,843	21,932	23,078	24,285	25,555	26,891	28,296	29,775
D	22,274	23,439	24,664	25,953	27,309	28,738	30,240	31,820
Е	23,865	25,113	26,425	27,807	29,260	30,790	32,399	34,093
F	25,647	26,988	28,399	29,884	31,445	33,090	34,820	36,639
G	27,365	28,796	30,301	31,885	33,552	35,306	37,152	39,148
Н	29,339	30,873	32,486	34,185	35,971	37,852	39,831	41,966
1	31,614	33,266	35,006	36,835	38,761	40,787	42,919	45,217
J	34,207	35,994	37,876	39,856	41,940	44,132	46,440	48,867
K	36,753	38,674	40,695	42,823	45,062	47,418	49,896	52,503
L	39,378	41,436	43,602	45,881	48,280	50,803	53,459	56,254
М	41,924	44,116	46,421	48,848	51,402	54,089	56,916	59,890

**APPENDIX B-1** 

GRADE A-2	<u>START</u> 15,600	STEP A 1 YEAR 16,411	STEP B 2 YEARS 17,264	STEP C 3 YEARS 18,179	STEP D 4 YEARS 19,115	STEP E <u>5 YEARS</u> 20,114	STEP F 6 YEARS 21,174	STEP G 7 YEARS 22,277
Α	18,399	19,361	20,374	21,437	22,558	23,737	24,979	26,284
В	19,685	20,713	21,796	22,936	24,135	25,396	26,724	28,121
С	21,051	22,151	23,309	24,528	25,811	27,160	28,579	30,073
D	22,497	23,673	24,911	26,213	27,582	29,025	30,542	32,138
Е	24,104	25,364	26,689	28,085	29,553	31,098	32,723	34,434
F	25,903	27,258	28,683	30,183	31,759	33,421	35,168	37,005
G	27,639	29,084	30,604	32,204	33,888	35,659	37,524	39,539
Н	29,632	31,182	32,811	34,527	36,331	38,231	40,229	42,386
I	31,930	33,599	35,356	37,203	39,149	41,195	43,348	45,669
J	34,549	36,354	38,255	40,255	42,359	44,573	46,904	49,356
K	37,121	39,061	41,102	43,251	45,513	47,892	50,395	53,028
L	39,772	41,850	44,038	46,340	48,763	51,311	53,994	56,817
M	42,343	44,557	46,885	49,336	51,916	54,630	57,485	60,489

**APPENDIX B-1** 

GRADE A-2	<u>START</u> 16,068	STEP A 1 YEAR 16,903	STEP B 2 YEARS 17,782	STEP C 3 YEARS 18,724	STEP D 4 YEARS 19,688	STEP E <u>5 YEARS</u> 20,717	STEP F 6 YEARS 21,809	STEP G 7 YEARS 22,945
Α	18,951	19,942	20,985	22,080	23,235	24,449	25,729	27,073
В	20,275	21,334	22,450	23,624	24,859	26,158	27,525	28,965
С	21,683	22,816	24,008	25,264	26,585	27,975	29,436	30,975
D	23,172	24,384	25,658	26,999	28,410	29,896	31,459	33,102
Е	24,827	26,125	27,490	28,928	30,439	32,031	33,705	35,467
F	26,681	28,076	29,543	31,088	32,712	34,424	36,223	38,116
G	28,468	29,956	31,522	33,170	34,904	36,729	38,649	40,726
Н	30,521	32,117	33,795	35,563	37,421	39,377	41,436	43,657
I	32,888	34,607	36,417	38,319	40,323	42,431	44,649	47,039
J	35,586	37,445	39,402	41,462	43,630	45,911	48,312	50,836
K	38,234	40,233	42,335	44,549	46,878	49,329	51,907	54,619
L	40,965	43,106	45,359	47,730	50,226	52,850	55,613	58,521
M	43,614	45,894	48,292	50,817	53,474	56,269	59,210	62,304

**APPENDIX B-1** 

GRADE A-2	<u>START</u> 16,389	STEP A 1 YEAR 17,241	STEP B 2 YEARS 18,138	STEP C 3 YEARS 19,099	STEP D 4 YEARS 20,082	STEP E <u>5 YEARS</u> 21,132	STEP F 6 YEARS 22,245	STEP G 7 YEARS 23,404
Α	19,330	20,340	21,405	22,522	23,700	24,938	26,243	27,614
В	20,681	21,761	22,899	24,097	25,356	26,682	28,076	29,544
С	22,117	23,272	24,488	25,769	27,117	28,534	30,025	31,594
D	23,635	24,871	26,171	27,539	28,978	30,494	32,088	33,764
E	25,323	26,648	28,040	29,506	31,048	32,671	34,379	36,176
F	27,214	28,637	30,134	31,710	33,366	35,112	36,948	38,878
G	29,037	30,556	32,153	33,833	35,602	37,463	39,422	41,540
Н	31,132	32,760	34,471	36,274	38,169	40,165	42,265	44,530
I	33,546	35,299	37,145	39,086	41,130	43,279	45,542	47,980
J	36,297	38,193	40,190	42,291	44,503	46,829	49,278	51,853
K	38,999	41,037	43,182	45,440	47,816	50,316	52,945	55,711
L	41,784	43,968	46,266	48,685	51,230	53,907	56,726	59,691
M	44,486	46,812	49,258	51,833	54,543	57,394	60,394	63,550

**APPENDIX B-1** 

GRADE A-2	<u>START</u> 16,717	STEP A 1 YEAR 17,586	STEP B 2 YEARS 18,500	STEP C 3 YEARS 19,481	STEP D 4 YEARS 20,484	STEP E <u>5 YEARS</u> 21,554	STEP F 6 YEARS 22,690	STEP G 7 YEARS 23,872
Α	19,717	20,747	21,833	22,972	24,174	25,437	26,768	28,167
В	21,095	22,196	23,357	24,579	25,863	27,215	28,637	30,135
С	22,559	23,738	24,978	26,284	27,659	29,105	30,626	32,226
D	24,108	25,369	26,695	28,090	29,557	31,104	32,730	34,440
Е	25,830	27,181	28,601	30,096	31,669	33,325	35,066	36,900
F	27,758	29,210	30,737	32,344	34,034	35,814	37,687	39,655
G	29,618	31,167	32,796	34,510	36,314	38,213	40,211	42,371
Н	31,754	33,415	35,161	36,999	38,932	40,968	43,110	45,421
I	34,217	36,005	37,888	39,868	41,952	44,145	46,452	48,940
J	37,023	38,957	40,994	43,137	45,393	47,765	50,263	52,890
K	39,779	41,858	44,045	46,349	48,772	51,322	54,004	56,825
L	42,620	44,847	47,192	49,658	52,255	54,986	57,860	60,885
M	45,376	47,748	50,243	52,870	55,634	58,542	61,602	64,821

**APPENDIX B-1** 

GRADE A-2	<u>START</u> 17,219	STEP A 1 YEAR 18,114	STEP B 2 YEARS 19,055	STEP C 3 YEARS 20,065	STEP D 4 YEARS 21,098	STEP E <u>5 YEARS</u> 22,201	STEP F 6 YEARS 23,371	STEP G 7 YEARS 24,588
Α	20,308	21,370	22,488	23,662	24,899	26,200	27,571	29,012
В	21,727	22,862	24,057	25,316	26,639	28,032	29,496	31,039
С	23,236	24,450	25,727	27,073	28,489	29,978	31,544	33,193
D	24,831	26,130	27,495	28,932	30,444	32,037	33,711	35,473
E	26,605	27,996	29,459	30,999	32,619	34,325	36,118	38,007
F	28,591	30,086	31,659	33,315	35,055	36,889	38,817	40,845
G	30,506	32,102	33,779	35,545	37,404	39,359	41,417	43,642
Н	32,707	34,417	36,215	38,109	40,100	42,197	44,404	46,784
I	35,243	37,085	39,025	41,064	43,211	45,469	47,846	50,408
J	38,134	40,126	42,224	44,431	46,755	49,198	51,771	54,477
K	40,972	43,114	45,367	47,739	50,235	52,861	55,624	58,530
L	43,899	46,193	48,607	51,148	53,822	56,635	59,596	62,712
M	46,737	49,180	51,750	54,456	57,303	60,298	63,450	66,765

# COUNTY OF MIDLAND

2010 BC/BS monthly rates for Teamster Employees hired on or before 4/10/2004

Option	Traditional	PP01	Tradition250	PPO6	PPO4	PPO8
Family	585.75	408.32	195.96	133.74	00.00	NA
2 person	470.78	328.18	157.57	107.53	00.00	NA
1 person	209.20	145.83	70.01	47.77	00.00	NA
				API	APPENDIX C	

## COUNTY OF MIDLAND

2010 BC/BS monthly rates for Teamster Employees hired after 4/10/2004

	The second secon	The second secon			The second secon	And the second s
Option	Traditional	PP01	Tradition250	PPO6	PPO4	PPO8
Family	659.54	482.11	269.75	207.53	73.79	0.00
2 person	530.06	387.46	216.85	166.81	59.28	0.00
1 person	235.55	172.18	96.36	74.12	26.35	0.00
				API	APPENDIX D	