

# AGREEMENT

## BETWEEN

### THE BOARD OF COMMISSIONERS OF GRAND TRAVERSE COUNTY

## AND

### TEAMSTERS STATE, COUNTY AND MUNICIPAL WORKERS LOCAL 214

### GENERAL BARGAINING UNIT

For January 1, 2006, through December 31, 2009

#### Changes to contract:

Agreement – Change to "this date"

- 1.2 Definition of Regular Part-Time
- 2.3 Subcontract—add cost competitiveness/  
30-day notification
- 2.4(b) Work Rules – 5-day notice
- 7.1 Grievances / Step II – 5 days
- 7.2 Time Limits—proceed to next step/waiver of  
time limits
- 7.5 Disciplinary Discharge or Suspension
- 7.10 (New) Election of Remedies
- 8.1 Time Limit/Arbitration/Grievance involving  
Criminal charges
- [Delete Section 8.2 / Remain. Sections Re-numbered]
- 9.1.1 Just Cause—add demote, suspend, or  
otherwise discipline
- 9.1.2 Removal of Discip. Documents from File
- [Delete Section 9.4 – Language moved to 8.1]
- [Remaining Section Re-numbered]
- 9.1.3 Step for Expedited Grievance
- 10.1(a) Layoff by class/in inverse b/u seniority order
- 10.1(b) Laid off employee permitted to take position
- 10.1(c) Employee deemed eligible for position
- 10.1(d) Change to "on or before the date"
- 10.1(e) Bumping in lieu of layoff
- 10.2 Temporary Reduction—30 hours/week
- 10.3 Recall to job within one pay grade
- 10.4(b) Volunteer seniority employees/right to waive
- 10.4(c) Delete telegram / 10 working days
- 10.4(d) 13-day temporary assignment
- 11.1 Seniority reduced for unpaid leaves / layoffs
- 11.1(a) Service break
- 11.1(c) Seniority starting date

- 11.4(c) Loss of Seniority—3 working days /  
exception added
- 12.1 Add reference to 7-day operations
- 12.2 Lunch Breaks/Add 8 working hours
- 12.4(a) Change to regular full-time shift
- 12.4(b) Regular full-time work week
- 12.4(c) Reference to Letter of Agreement
- 12.7 Weather/Safety Closings / Make up time not  
to cause O.T. basis
- 12.10 (New) Wages & Classifications
- 14.1 Longevity eliminated for new hires after  
contract ratification
- 15.7 Compensation for Work on a Holiday  
(deleted "unless otherwise excused")
- 16.1 Vacation accrued based on hours per day
- 17.1 Health Insurance—Appendix C added
- 17.6 Short-Term Disability – eligible injury/illness  
Paid leave to cover eligibility period
- 19.5 Specialized Footwear, Safety Apparel/Equip.
- 19.6 Copies of Agreement to new employees &  
Posted on County's website
- 19.7 (New) Mileage
- Termination Paragraph Updated

#### Wages

- |      |      |               |
|------|------|---------------|
| 2006 | 1.5  | (Retroactive  |
| 2007 | 2.75 | (Retroactive) |
| 2008 | 2.25 |               |
| 2009 | 2.5  |               |
- Prescription Co-Pays to \$10 / \$40 effective 4/1/07

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Sheriff Employees, Public Works Employees, Medical Examiners, Medical Care Facility Employees, Twin Lakes Camp Employees, Cooperative Extension Employees, up to two (2) employees assigned as Personnel Specialist, temporary employees as defined in the contract and other confidential employees as determined by the Michigan Employment Relations Commission.

**Section 1.2 Definitions** The terms "employee" and "employees" when used in the Agreement shall refer to and include only those regular full-time employees and regular part-time employees who are employed by the Employer in the collective bargaining unit set forth in Section 1.1. For purposes of this Agreement the following definitions are applicable:

- a) **Regular Full-Time Employee** A regular full-time employee is an employee who is working the official workweek on a regular schedule.
- b) **Regular Part-Time Employee** A regular part-time employee is an employee who is working less than the full-time requirements required of that position. Regular part-time employees are defined as working a minimum of 18.75 hours per week for those departments working a 37 ½-hour work week on a regular basis, or a minimum of 20 hours per week for those departments working a 40-hour work week.
- c) **Temporary Employee** A temporary employee is an employee hired for a specific job of not more than one hundred and eighty (180) days in duration.
- d) **Irregular Part Time Employees (Civic Center Pool only):** An irregular part time employee shall be an employee who works when needed to cover absences of bargaining unit employees or to supplement bargaining unit employees. Irregular part time employees shall not work on a non-scheduled basis for the purpose of avoiding the payment of overtime to bargaining unit employees. The Employer shall not use irregular part time employees to replace regular employees in excess of six (6) months except by mutual written agreement between the Employer and the Union. Irregular part time employees shall not be covered by the terms of this Agreement.

**Section 1.3 Temporary Employees**

- a) The Employer may hire temporary employees and these employees will not be covered by the terms of the contract, however, they shall not be used in such manner as to replace, displace or reduce the non-overtime hours of bargaining unit employees, nor in such manner as to have temporary employees performing work regularly and normally performed by bargaining unit employees, on a continuing basis.
- b) If a temporary employee is retained beyond the one hundred and eighty (180) day period they shall have attained seniority, unless the one hundred and eighty (180) days is extended by mutual agreement of the Employer and the Union.

## **AGREEMENT**

This Agreement entered into on this date, between the Grand Traverse County Board of Commissioners, a municipal body corporate of the State of Michigan, (hereinafter referred to as the "EMPLOYER") and Teamsters State, County, and Municipal Workers Local 214, General Employees Bargaining Unit, (hereinafter referred to as the "UNION") expresses all mutually agreed upon covenants between the parties heretofore.

## **PREAMBLE**

This Agreement has as its purpose the promotion of harmonious relations between the Employer and the Union, the establishment of rates of pay, hours of work and other specified conditions of that employment.

The parties ascribe to the principal of equal opportunities and shall share equally the responsibilities for applying the provisions of this Agreement without discrimination as to age, sex, marital status, race, creed, national origin, political or Union affiliation.

The Employer and the Union encourage to the fullest degree, friendly and cooperative relations between the respective representatives at all levels and among all employees.

It is the general purpose of this agreement to promote the mutual interest of the Employer and its employees and to provide for the operation of the services provided by the Employer under methods which will further, to the fullest extent possible, the safety of the employees, economy and efficiency of operation, elimination of waste, realization of maximum quantity and quality of output, cleanliness, protection of property and avoidance of interruptions to production. The parties to this Agreement will cooperate fully to secure the advancement and achievements of these purposes.

## **ARTICLE I RECOGNITION**

**Section 1.1 Collective Bargaining Unit** The Employer hereby agrees to recognize Teamsters State, County, and Municipal Workers Local 214 as the exclusive bargaining representative, as defined in Act No. 379, State of Michigan, Public Acts of 1965, as amended, for all employees employed by the Employer in the following described unit for the purposes of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment:

All regular full time and regular part time employees of Grand Traverse County excluding elected officials, department heads, supervisory employees, court employees, Assistant Prosecuting Attorneys, Secretary to the Prosecuting Attorney, Secretary to the County Administrator, Secretary to the Board of Commissioners,

## **ARTICLE II MANAGEMENT RIGHTS**

**Section 2.1 Employer's Rights** The Employer retains the sole right to manage its affairs, including but not limited to, the right to plan, direct, and control its operation; to determine the location of its facilities; to decide the working hours; to decide the types of services it shall provide, including the scheduling and means of providing such services, to study and/or introduce new or improved methods or facilities; to maintain order and efficiency in its departments and operations; to promulgate work rules unilaterally or in conjunction with consent of the Union; to hire, lay off, assign, transfer and promote employees; and to determine the starting and quitting time, work schedules and the number of hours to be worked; the number and complexion of the work force, and to determine the qualifications of its employees and standards of workmanship, and all other rights and prerogatives including those exercised unilaterally in the past, subject only to clear and express restrictions governing the exercise of these rights as are expressly provided for in this Agreement.

**Section 2.2 Right to Discipline** The Employer retains the sole right to discipline and discharge employees for just cause, provided that in the exercise of this right it will not act in violation of the terms of this Agreement.

**Section 2.3 Right to Subcontract** The Employer shall have the right to apportion work by subcontract in order that work may be carried out in the most efficient manner for the benefit of the public when its own working force is not adequate in numbers, skill, or cost competitiveness to perform the work promptly and satisfactorily and agrees to notify the Union thirty (30) days in advance, in writing, of the intent to subcontract.

### **Section 2.4 Work Rules**

- a) The Employer shall have the right to establish reasonable work rules, policies and procedures that are not inconsistent with the terms of this agreement.
- b) When existing rules are changed or new rules are established, the Employer shall provide said rules to each of the Stewards and the Union business agent five (5) working days before becoming effective. If during this time the Union presents an objection, pursuant to (a) above, the parties agree to discuss the issue(s) prior to implementation/enforcement.
- c) Employees shall comply with all existing reasonable rules and newly established reasonable rules that are not in conflict with the terms of the contract, provided the rules are uniformly applied and enforced. Any complaint as to the reasonableness or application of any existing or new rules shall be instituted at step 2 of the grievance procedure.

### **Section 2.5 Drug & Alcohol Free Workplace**

The Drug Free Workplace Policy in effect on date of ratification, applies to bargaining unit

employees. Employees violating this policy will be subject to disciplinary action, up to and including termination. Changes to this section of the policy and the impact to the bargaining unit are subject to negotiation.

### **ARTICLE III UNION SECURITY**

**Section 3.1 Agency Shop** As a condition of continued employment all employees included in the Collective Bargaining unit set forth herein, thirty-one (31) days after the start of employment with the Employer shall either become members of the Union and pay to the Union the dues and initiation fees uniformly required of all Union members, or pay to the union a service fee equivalent to the periodic dues uniformly required of Union members.

**Section 3.2 Union Membership** Membership in the Union is not compulsory and is a matter separate, distinct and apart from an employee's obligation to share equally the cost of administering and negotiating this Agreement. All employees have the right to join, not join, maintain or drop their membership in the Union as they see fit. The Union recognizes, however, that it is required under this Agreement to represent all employees included within the collective bargaining unit without regard to whether the employee is a member of the Union.

**Section 3.3 Checkoff**

- A) During the life of this Agreement, the Employer agrees to deduct Union membership dues and initiation fees or the service fee equivalent from each employee's pay, provided the employee has filed with the Employer a proper checkoff authorization form as supplied by the Union.
- B) Dues and initiation fees will be authorized, levied and certified by the Secretary-Treasurer in accordance with the Constitution and by-laws of the Union. Each employee hereby authorizes the Union and the Employer, without recourse, to rely upon and to honor certificates, furnished by the Secretary-Treasurer of the local Union, regarding the amounts to be deducted and the legality of the deducting such Union dues, service fees, and/or initiation fees. The Employer agrees to provide this checkoff service without charge to the employees or the Union.
- C) Upon receiving a properly executed checkoff authorization form, the Employer shall deduct dues, initiation, or service fees, as applicable, from that employee's pay. The Employer shall return all checkoff authorization forms to the Union that have not been properly signed by the employee. Should an employee, for any reason, fail to sign a dues or service fee checkoff authorization form, the Union may, at its sole discretion, request that all dues or service fees owed under the Agreement be



deducted by the Employer pursuant to Law and without a properly signed authorization.

- D) Deduction of dues, initiation and service fees for any calendar month, shall be made from the first pay period of that month, provided the employee has sufficient net earnings to cover the dues and/or initiation fees. Any change in the amount of deduction for an individual must be submitted in writing to the Human Resources Department by the Union. Deductions for any calendar month shall be remitted to the designated Secretary-Treasurer of the Local Union not later than the fifteenth day of each month.
- E) In cases where a deduction is made which duplicates a payment already made to the Union by an employee, or where a deduction does not conform with the Union's constitution or by-laws, refunds owed to employees shall be made by the Union.
- F) The Union shall notify the Employer in writing of the proper amount of dues, initiation and service fees and any subsequent changes in such amounts.
- G) The Employer's liability under the terms of this Article shall be limited to the deduction of dues, initiation or service fees and remittance of those deductions to the Union. The Union agrees to hold the Employer harmless for any and all claims arising out of its agreement to deduct dues, initiation or service fees.

#### **ARTICLE IV BARGAINING UNIT WORK**

**Section 4.1 Supervisors Performing Bargaining Unit Work** Supervisors shall be permitted to perform bargaining unit work in the following instances.

1. In emergency or where regular employees are not available.
2. To instruct or train employees.
3. To do experimental work on a new job.
4. To fill personnel shortages caused by scheduled employees not reporting to work.
5. In all other cases where unit employees are not displaced, and where the supervisor does not perform the work on a regular or extended basis.

**Section 4.2 Union Meetings** The Stewards will be allowed two (2) hours per month time off to attend union meetings provided the employees affected are working the night shift. The Employer and the Union will share equally any wages lost by the Stewards who attend said meetings.

## **ARTICLE V REPRESENTATION**

**Section 5.1 Stewards** The Employer agrees to recognize one (1) Chief Steward and four (4) Job Stewards whose duties shall be limited to the administration of this Agreement including the investigation and processing of grievances. Not more than one (1) Job Steward shall be involved in each situation.

**Section 5.2 Super Seniority for Stewards** For purposes of layoff and recall only, the Chief Steward shall have super-seniority provided the Chief Steward has the qualifications to perform the required work.

**Section 5.3 Union Furnish Names** The Union shall furnish the Employer with the names of its authorized representatives and stewards and of all changes in such representation that may occur from time to time.

**Section 5.4 Numbers for Negotiations** The Employer agrees that up to five (5) employees from the bargaining unit shall be authorized to meet and confer with the Employer during contract negotiations. However, only four (4) of those employees who participate in negotiations shall not suffer a loss in pay for time spent meeting and conferring with the Employer during negotiations. The additional employee may take time without pay, or use accumulated vacation or personal leave for time spent in negotiations.

## **ARTICLE VI CONFERENCES**

**Section 6.1 Special Conferences** Special conferences for important matters of mutual concern not being processed as a grievance under this Agreement will be arranged between the Employer, Stewards, and any outside parties requested to attend. Arrangements for such conferences shall be made in advance and shall be limited to the agenda presented when such arrangements are made. It is expressly understood that these special conferences shall not be for the purpose of conducting collective negotiations, nor to, in any way, modify, add to, or detract from the provisions of this Agreement unless by mutual agreement.

## **ARTICLE VII GRIEVANCES**

**Section 7.1 Grievances** A grievance under this Agreement is a written dispute, claim or complaint arising under and during the term of this Agreement and filed by either an authorized representative of, or an employee in, the bargaining unit. Grievances are limited to matters of interpretation or application of express provisions of this Agreement.

The parties recognizing that an orderly grievance procedure is necessary, agree that each step must be adhered to as set forth herein or the grievance is forfeited.

All grievances must be filed within five (5) working days after occurrence of the circumstances giving rise to the grievance or five (5) days from when the grievant should reasonably have known of the occurrence, otherwise the right to file a grievance is forfeited and no grievance shall be deemed to exist.

Step I: Any Employee having a complaint or grievance shall first discuss the matter orally with the employee's supervisor or the supervisor's designee. The supervisor or designee shall answer the complaint or grievance within one (1) working day.

Step II: If the matter is not resolved in Step 1, the grievance shall be reduced to writing on the regular grievance form provided by the Union, signed by the grievant(s) and presented to the employee's department head within five (5) working days of the Step 1 answer. The department head shall answer the written grievance within five (5) working days of its receipt.

Step III: If the matter is not resolved in Step 2, the Union shall, within five (5) working days of Department Head's answer in Step 2, contact the Human Resources Director who will then arrange a meeting on the grievance. This meeting shall be scheduled within five (5) working days of the request unless an extension of time is mutually agreed to by the parties. Step 3 grievances will be heard by the County Administrator.

Step IV: If the grievance is not settled at step III, by mutual agreement of the parties the grievance may be submitted to the Conflict Resolution Service for mediation. If the parties are unable to resolve the grievance at this step, the matter may be submitted to Arbitration as provided for elsewhere in this Agreement.

**Section 7.2 Final and Binding** Any and all grievances resolved at any step of the grievance procedure as contained in this Agreement shall be final and binding on the Employer, the Union, and any and all unit employees involved in the particular grievance.

**Section 7.3 Time Limits** Grievances shall be processed from one step to the next within the time limit prescribed in each of the steps unless a time limit is mutually extended. Any grievance not carried to the next step by the Union or responded to by the Employer within the prescribed time limits or such extension which may be agreed to, shall be automatically processed to the next step and the time limits waived.

**Section 7.4 Period of Back Wages** The Employer shall not be required to pay back wages for periods prior to the time the incident occurred provided that in the case of a pay shortage, of which the employee had not been aware before receiving their pay, any

adjustments made shall be retroactive to the beginning of that pay period providing the employee files their grievance within five (5) working days after receipt of such pay.

**Section 7.5 Notification of Disciplinary Discharge or Suspension** When an employee is given a disciplinary discharge or suspension, the Union will be promptly notified in writing of the action taken. Such disciplinary action shall be deemed final and automatically closed unless a written grievance is filed within five (5) working days from the time of presentation of the notice to the Union. Grievances regarding discharge shall commence at step two (2) of the grievance procedure.

**Section 7.6 Calculation of Back Wages** All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned less any unemployment compensation or compensation for personal services that they may have received from any source during the period in question except outside income which was normally earned.

**Section 7.7 Reasonable Time for Grievance Meetings** The Employer will grant a necessary and reasonable amount of time during straight time working hours to the Stewards who must necessarily be present for direct participation in grievance adjustments with management. Such unit chairpersons or Stewards shall first receive permission from their department head or designated representative to leave their work station and shall report back promptly when their part in the grievance adjustment has been completed. Any employee who takes an unreasonable or unnecessary amount of time in grievance procedure adjustments shall be subject, after a written warning, to disciplinary action.

**Section 7.8 Definition of Time Procedures** Saturdays, Sundays and holidays shall not be counted under the time procedures established in the grievance procedure.

**Section 7.9 Strikes and Walkouts** Any employee who violates a State Statute regarding strikes and walkouts, shall be subject to disciplinary action.

**Section 7.10 Election of Remedies** Once an employee elects to pursue through Federal or State Statute or Local Ordinance, the employee shall not have similar resort to the grievance procedure unless the grievance procedure or arbitration procedure would extend beyond any statute of limitations pertaining to the issue.

## **ARTICLE VIII ARBITRATION**

**Section 8.1 Time Limit for Requesting Arbitration** If the grievance is not settled at Step 3 of the grievance procedure either party to this agreement may submit such grievance to arbitration by filing for such arbitration in writing within sixty (60) days after receipt of the Step 3 answer. If timely request for arbitration is filed by either party, the parties to this agreement shall promptly select by mutual agreement, one (1) arbitrator who shall decide the matter. If the parties are unable to agree upon an arbitrator, the arbitrator shall be

selected by each party alternately striking a name from a panel of seven (7) Michigan arbitrators submitted by the Federal Mediation and Conciliation Service. The Union shall exercise the first strike from the list of arbitrators. The remaining name shall serve as the arbitrator.

Grievances involving criminal charges will automatically have the time limits waived pending the legal decision for purposes of scheduling the Arbitration.

**Section 8.2 Arbitrator's Expenses** Full fees and expenses of the Arbitrator shall be paid by the losing party, unless both parties agree to arbitration, in which case the fees and expenses shall be shared. However, if either party cancels the arbitration, that party shall be responsible for the cancellation fees as charged by the arbitrator. The grievant, or a representative of the grievant, and the steward shall be allowed to attend the arbitration without loss of pay. In the case of a class action grievance the steward shall be recognized as the grievant. Each party shall compensate its own witnesses.

**Section 8.3 Power of the Arbitrator** The Arbitrator shall have no power or authority to alter, amend, add to or subtract from the express terms of this Agreement, or make any recommendation with respect thereto. It shall be the obligation of the Arbitrator to make an effort to provide the parties with a decision within twenty-one (21) days following the conclusion of the hearing except in discharge cases which shall be within fourteen (14) days following the conclusion of the hearing.

**Section 8.4 Appeal** There shall be no appeal from the Arbitrator's decision and it shall be binding on the Employer, the Union and the grievant(s).

## **ARTICLE IX DISCIPLINE AND DISCHARGE**

**Section 9.1 Just Cause** The Employer shall not discharge, demote, suspend, or otherwise discipline any employee except for just cause. It is agreed that progressive discipline shall be used for all minor offenses and the employee shall first receive an oral warning and a written warning prior to more severe discipline being imposed. The Union acknowledges that the Employer shall not be required to give an oral or a written warning first in cases of major offenses. Discharge must be proper and with written notice to the employee and the Steward citing specific charges against the employee.

**Section 9.2 Immediate Review of Discharge or Suspension** The discharged or suspended employee will be permitted to review his discharge or suspension with his Steward and the Employer will make available an area where he may do so before he is required to leave the property of the Employer. Upon request, the Employer or his designated representative may discuss the discharge or suspension with the employee and the Steward.



**Section 9.3 Removal of Disciplinary Documents from File** An employee who maintains an offense-free record for a period of one (1) year upon written request shall have all prior offenses separated from their record for purposes of subsequent disciplinary action and not to be used for purposes of subsequent disciplinary action or promotional opportunities under the collective bargaining agreement. The Employer reserves the right to utilize the documentation for other legitimate reasons and in cases of a chronic history or major infraction.

**Section 9.4 Step for Expedited Grievance** Should a non-probationary employee who has been discharged consider such discipline to be improper, a grievance may be processed at step two (2) of the grievance procedure, provided the grievance is submitted within five (5) working days from the date discipline was imposed on the grieving employee.

## **ARTICLE X LAYOFF AND RECALL**

### **Section 10.1 Layoff Order and Notice**

- a) The word "layoff" means a reduction in the working force due to the decrease of work or limitation in funds, beyond the control of the Employer. Provided the remaining employees have the ability to perform the work required, layoff of employees within a department shall be by classification in inverse union bargaining unit seniority in the following order:
  - 1) Temporary employees.
  - 2) Volunteer seniority employees.
  - 3) Probationary employees.
  - 4) Regular Part-Time employees.
  - 5) Regular Full-Time Employees.
  
- b) Upon being laid off from their department, an employee who so requests shall, in lieu of layoff, be permitted to take a position in or below their grade within the bargaining unit, provided the following:
  - 1) They have more seniority than the employee they are to replace.
  - 2) If the position chosen is held by multiple employees in a department, the least seniority employee shall be replaced.
  - 3) The employee must be able to perform the required duties of the position. The employee shall be given a sixty (60) working day trial in which to qualify on their new job. The employer shall give the employee reasonable assistance to enable them to qualify on the new job. The time of qualification may be extended by mutual agreement between the Employer and the Union. Employees who change classification in lieu of layoff shall be paid the salary in accordance with the classification which they are placed and their years of service.

In bumping, the bumping employee must accept all hours of the position into which they bump.

- c) In implementing the above mentioned displacement (bumping) procedures, it is understood that any affected employee shall be deemed "eligible for a position" if the employee can meet the following requirements:
  - 1) Minimum qualifications as defined in the job descriptions.
  - 2) Any licensing, certification, or registration requirements for the position in question in a mutually agreed upon time frame.
  - 3) Other reimbursability requirements by third-party payers such as Federal or State grant providers.
- d) Employees to be laid off for an indefinite period of time will have at least ten (10) working days notice of layoff. The Chief Steward or Steward shall receive a list from the Employer of the employees being laid off on or before the date the notices are issued to the employees.
- e) Employees eligible for and choosing to bump in lieu of layoff shall have a maximum of four (4) working days to notify Human Resources of their decision and the position to which they are qualified to bump. It is the employees' responsibility to confirm that they meet the minimum qualifications for the position as defined in Section 10.1 prior to the deadline. Employees not following the above defined process will not be eligible for bumping rights after the four (4) day period and will be laid off.

**Section 10.2 Temporary Reduction** In the event of a temporary reduction of the work force which shall not exceed four (4) weeks, at any one time, it may be mutually agreed that the work week may be reduced to not less than thirty (30) hours per week before any employees are laid off.

**Section 10.3 Recall** A laid off seniority employee, if recalled to a job within one pay grade to the job from which he was laid off, shall be required to take the recall. Failure to take such offered work shall result in loss of seniority and discharge.

**Section 10.4 Order and Notice of Recall**

- a) The order of recalling of laid off employees shall be in the inverse order in which the employees were laid off.
- b) Volunteer seniority employees shall have the right to waive recall at this time. If they choose to waive their recall option their name will be moved to the bottom of the recall list. At such time as there are no additional names on the recall list, the volunteer seniority employee shall be required to take the recall. Failure to take such offered work shall result in loss of seniority and discharge.

- c) Notices of recall shall be sent by certified or registered mail to the employee's last known address as shown on the Employer's records and it shall be the obligation of the employee to provide the Employer with a current address and telephone number or additional information to guarantee receipt of notice of recall. A recalled employee shall give notice of their intent to return to work within three (3) consecutive calendar days of receipt of notice and shall then return within ten (10) working days or their employment shall be terminated, unless an extension is granted by the Employer.
- d) In the event a recall is necessary on less than three (3) days notice, the Employer may call upon the laid off employee(s), either personally or by telephone, until an employee who is able to return to work immediately is located. In such case, the employee able to return to work immediately will be given a temporary assignment not to exceed thirteen (13) days, and the employee passed over (because of their inability to return to work immediately) will be given notice to report for work within the said thirteen (13) day period.

**Section 10.5 Payout of Sick in Layoff** Employees will be paid 50% of unused sick days when on layoff status for one (1) year.

## **ARTICLE XI SENIORITY**

**Section 11.1 Seniority Definition** Seniority shall be defined as the length of the employee's service within the bargaining unit, prorated for regular part time employees, during their current period of employment with the Employer, reduced for unpaid leaves of absence (excluding FMLA & STD) and layoffs of thirty (30) days or longer. Employees who are employed on the same date in the bargaining unit shall be placed on the seniority list by draw. For purposes of vacation and longevity, the length of service shall be determined by the employee's last date of hire with the Employer.

- a) All full and regular part-time employees shall serve a probationary period of six (6) months, uninterrupted by any type of service break of seven (7) days or more, during which time they will be termed "Probationary Employees." In the event of a break of service as defined above, the time of the break will be added to the probationary period.
- b) The Union shall represent probationary employees for the purpose of collective bargaining, however, probationary employees may be terminated at any time by the Employer in its sole discretion and neither the employee so terminated nor the Union shall have recourse to the grievance procedure over such termination.
- c) During the probationary period an employee shall be eligible for employee benefits unless expressly provided otherwise in this Agreement. After an employee has



successfully completed his probationary period of employment, he shall become a regular full-time or regular part-time employee. His/her seniority shall start as of their last date of hire as a regular employee unless as specified otherwise in the contract.

**Section 11.2 Seniority List** The Seniority List on the date of this Agreement shall show the names and classifications of all employees in the bargaining unit. The employer will keep the seniority list up-to-date from time to time and will furnish the Union an up-to-date list upon request.

**Section 11.3 Seniority of Stewards** Seniority with reference to the Stewards shall be in accordance with Section 5.2.

**Section 11.4 Loss of Seniority** An employee's seniority with the Employer shall terminate for the following reasons:

- a) The employee quits or retires.
- b) The employee is discharged or terminated and the action is not reversed through the grievance procedure.
- c) The employee is absent for three (3) working days without properly notifying the Employer. Supplying a satisfactory reason for such absence will be justification for reinstatement of full seniority. This section is not to be construed in limiting the right to issue discipline for any unjustified absence. Exceptions may be made due to circumstances beyond the control of the employee.
- d) The employee fails to return to work when recalled or at the specified date at the termination of any leave of absence, unless otherwise excused.
- e) The employee is on a layoff, or a leave of any kind, for more than twelve (12) months (except for Workers' Compensation leave which cannot exceed twenty-four (24) months) or unless otherwise required by statute.

**Section 11.5 Separation from Employment** Employees resigning from County employment shall submit said resignation in writing to their department head, with a copy to the Human Resources Department at the same time, stating the effective date and the reasons for leaving, at least ten (10) working days prior to the effective date. In the case of retirement, employees should notify their department head and Human Resources in writing 30 days prior to the effective date. Failure to comply may be cause for denying the person future employment with the Employer, or, in the case of retirement, delay the start of retirement benefits.

## **ARTICLE XII**

### **HOURS OF WORK, PREMIUM PAY, SHIFT PREFERENCE**

**Section 12.1 Hours of Work** The regular schedule of an employee's work week shall consist of seven and one-half (7 1/2) hours per day and thirty-seven and one-half (37 1/2) hours per week, Monday through Friday. Seven day operations are referenced in Section 12.6.

The seven and one-half (7 1/2) hour work day shall begin between the hours of 6:30 a.m. and 8:30 a.m. and end between the hours of 3:00 p.m. and 5:00 p.m. The second shift which shall begin at 4:30 p.m. and end at 12:30 a.m. The third shift shall begin between 9:00 p.m. and 11:00 p.m. and end between 5:00 a.m. and 7:00 a.m.

Seniority employees shall have their choice of hours, and shifts based on classification seniority once during each calendar year, or more often with vacancy or changes, normally to be effective on July 1. Request for a change must be made at least two (2) weeks prior to the effective date. Assignment to jobs within job classifications on the shift shall be the function of the Employer and employees shall not be entitled to a particular job on any shift.

The Employer shall designate the starting and stopping times of each shift; the lunch and rest periods for each shift; and may stagger such times as between various departments and as between groups of employees or individuals within a department.

Any proposed changes from present practice will be reported to and discussed with the Union, and may be subject to negotiations, at least five (5) working days before such changes are made.

Employees may make a request for flexible working hours or job sharing to their supervisor or department head. Such scheduling shall require the department head's approval and must be in keeping with good customer service and the smooth operation of the department.

**Section 12.2 Lunch Breaks** Employees shall be granted a minimum one-half (1/2) to a maximum one (1) hour non-paid lunch period exclusive of the scheduled full time working hours. The normal lunch period will be one (1) hour unless modified by mutual written agreement between the employee and their Supervisor.

**Section 12.3 Work Breaks** Employees are allowed two (2) fifteen (15) minute work breaks, one (1) in the first part of the shift and one (1) in the second part of the shift, per day, which are to be taken at a time to allow for the continuous and effective operation of the department.

**Section 12.4 Overtime** If requested to work overtime, an employee will be expected to do so unless they are excused for good cause. Overtime payment shall be at the rate of time and one-half (1 1/2) of the regular hourly rate, including shift premium, under the following conditions:

- a) Daily - all work performed in excess of the employee's regular full-time shift in any twenty-four (24) hour period. The twenty-four (24) hour period shall be defined as 12:00 a.m. to 11:59 p.m.

- b) Periodically - all work performed or paid for in excess of the employee's regular full-time work week hours in any one week, including paid holidays, approved vacation leave, or approved bereavement leave, but excluding unpaid leave, sick leave, and personal leave used. Also, all work performed on a sixth (6th) or seventh (7th) day in a regular work week.
- c) All overtime work to which overtime pay is applicable shall be distributed as equally as possible among all employees within the department within a reasonable period of time and within the classification affected, provided the employee is capable of performing the work. Parks & Recreation Staff refer to the Letter of Agreement (Appendix D) in effect.
- d) The employees of the bargaining unit will be paid a minimum of two (2) hours at time and one-half (1 1/2) for call-in time.
- e) When an overtime assignment other than scheduled overtime occurs, the employee with the lowest number of overtime hours worked on the overtime distribution sheet in the department and classification needed shall be offered the overtime. If the employee refuses, s/he will be charged with those hours as if worked for purposes of overtime hour calculation. This procedure shall be repeated within the classification and department until each employee on the overtime distribution sheet have been offered the overtime. If none of the above employees accept the overtime, the Employer shall then have the right to offer the overtime to an on-call employee, or to direct the employee with the lowest number of overtime hours actually worked to report to work.
- f) Compensatory time may be awarded in lieu of overtime payment by mutual agreement between the employee and the department head and shall be granted at one and one-half times the number of overtime hours worked, up to a maximum accumulation of 40 hours. When an employee elects to have overtime recorded as compensatory time, it may be used as needed by the employee and as approved by the department head.

**Section 12.5 Shift Premium** A shift premium of thirty cents (30¢) per hour worked shall be paid to all employees working on the second shift, and thirty-five cents (35¢) shall be paid to employees working on the third shift. Day shift employees who are scheduled to work beyond their regular scheduled working hours shall not receive shift premium. Second and third shift employees who work beyond their regular scheduled hours shall continue to receive their respective shift premium.

**Section 12.6 Shifts for Seven Day Operations**

- a) Shifts for the employees working in seven (7) day operations shall be five (5) consecutive days, including not more than one day regularly scheduled on a Saturday or Sunday.

- b) Shift premium will be thirty cents (30¢) per hour for employees whose schedule entails fifty percent (50%) or more of their time to be worked after 4:00 p.m., and thirty-five (35¢) per hour for those whose shift requires fifty percent (50%) or more of their time after 10:00 p.m.
- c) Seniority employees assigned to seven (7) day operations shall have shift preference by seniority. Probationary employees shall be included in seniority rotation after completion of probation period.

**Section 12.7 Weather/Safety Closings** In the event the Employer determines the County Offices are to be closed due to weather or safety conditions, the Employer shall give notice of the closure to the media on or before 6:30 a.m. Pursuant to this closing, employees may use any accumulated leave bank or be permitted to make up the time within one month provided that the make up time does not cause the hours worked to cause an overtime basis without pre-approval.

In the event the Employer determines the County Offices are to be closed early during work hours due to weather conditions, employees shall suffer no loss of time or pay.

If the employer closes any of its facilities for part or all of any employee's regularly scheduled work day, the employer may assign other work to the affected employees during the time of such closure. If the employee doesn't take the assignment, the employee may use any accumulated leave bank or be permitted to make up the time within one month provided that the make up time does not cause the hours worked to cause an overtime basis without pre-approval.

**Section 12.8 Pay Periods** The employer shall provide for bi-weekly pay periods. Each employee shall be provided with an itemized statement of his earnings and of all deductions made for any purpose. Pay day will be every other Friday. Should a pay day fall on a declared holiday, pay checks will be distributed by the close of the working day preceding the holiday.

**Section 12.9 Out of Classification Pay** When an employee is assigned work outside their classification for a period of two (2) consecutive hours or more, the employee shall receive pay for that classification at the step of the new classification which is at least 4.5%, but not more than 10%, higher than their current wage.

**Section 12.10 Wages and Classifications** The Wage and Classification identifiers are addended hereto as Appendix A and Appendix B respectively.

## **ARTICLE XIII LEAVE OF ABSENCE**

**Section 13.1 General Considerations** A leave of absence is a written authorized absence from work. Such leave shall be without pay unless otherwise provided for in this contract. Only a regular full-time or regular part-time employee who has worked continuously for the Employer for one (1) year or more shall be granted a leave of absence. In no event shall the duration of any leave exceed twelve (12) calendar months unless extended.

- A. The employee must submit a written request for leave stating the reason for such leave, the exact date on which the leave begins and the exact date on which the employee is to return to work.
- B. Authorization or denial for a leave of absence request shall be furnished to the employee by the Employer, and it shall be in writing.
- C. An employee on an approved leave of absence will retain his or her seniority. However, the seniority of an employee will not accumulate while the employee is on an approved leave of absence of one (1) month or more.
- D. No employee shall return to work prior to the expiration of their leave unless otherwise agreed to by the Employer. Failure to return to work on the agreed date or extension thereof shall be cause for termination. Extension beyond the return date designated may be granted after thorough investigation and upon a finding that extension of time is necessary and just.
- E. If an employee obtains a leave of absence for a reason other than stated at the time the request is made, the employee will be terminated from his/her job. Employees shall not accept employment elsewhere while on leave of absence unless agreed to by the Employer. Acceptance of employment or working for another employer, if not approved, while on a leave of absence shall result in immediate discharge.
- F. Time absent on leave shall not be counted as time at work for any purpose except as hereinafter provided to the contrary.
- G. Health insurances shall be continued for one month following the month during which unpaid leave begins. Leaves in excess of this time shall require the employee to reimburse the employer to continue such medical coverage under the group.

The re-employment rights of employees will be limited by applicable laws and regulations.

**Section 13.2 Medical Leave** Leaves requested due to illness or medical disability (including maternity) must be accompanied by a medical doctor's certificate that the



employee is unable to work and the reason therefore; such medical leave will not be unjustly denied. Employees returning to work must present a doctor's statement indicating the employee's ability to return to the job.

In the case of maternity, the pregnant employee shall, by the sixth month of pregnancy, provide Personnel with a doctor's statement estimating the delivery date, indicating that she is physically able to continue with the normal recurring duties of her job, setting forth any restrictions upon activity, and recommending an exact calendar date for the recommended start of leave. The period of disability for maternity leave shall be assumed to be six weeks from date of birth unless a doctor's statement indicates otherwise.

### **Section 13.3 Military Leave**

- A. Employees who are members of the National Guard, Naval Reserve, Army Reserve, Marine Reserve, or Air Corps Reserve and who are called for defense training shall be entitled to a leave of absence in addition to their annual vacation leave from their respective duties. During this leave, and upon presentation of documentation of their gross wages with the Reserves, they may receive pay for the difference between their regular gross pay and their military gross pay, such pay not to exceed two (2) calendar weeks.
- B. Employees who are called for a physical for the Armed Services are to be granted pay for the day of the physical.
- C. Employees within this bargaining unit who shall be called to active duty, or inducted into the Armed Services of the United States or who shall volunteer for such service, shall upon completion of such service be reinstated to their former position or to a position of like seniority, status and pay, with the further provision that the length of service with the Armed Services shall be included in the determination of their seniority, status and pay upon such reinstatement; provided that they shall be honorably discharged from the said military service, that the employee is still mentally and physically qualified to perform the duties of such position and that application for re-employment is made within ninety (90) days subsequent to such honorable discharge or from hospitalization continuing from discharge for a period of not more than one (1) year. Further extension beyond the return date designated may be granted after thorough investigation and upon a finding that extension of time is necessary and just.

**Section 13.4 Jury Duty** Employees shall be granted leave of absence with pay when they are required to report for jury duty providing they turn over the jury check (less mileage) to the County Treasurer. Seniority will continue to accrue to the employee while on jury duty. Employees scheduled for the evening shift who serve jury duty during their non-scheduled hours may request to be relieved of their regular shift that day and be allowed to use banked compensatory time, vacation or personal hours for that shift.

**Section 13.5 Union Business** Leaves of absence without pay may be granted, under normal conditions, to an employee elected by the Union to attend educational classes or conventions conducted by the Union. The number will not exceed two (2) employees at any one time, and the number of working days will not exceed six (6) in any one (1) calendar year.

**Section 13.6 Education** Any employee wishing to further his education in his chosen profession may be granted educational leave for a maximum of one (1) year without pay. The employee who is granted an educational leave must return to previous classification according to seniority. This leave may be extended by mutual agreement.

**Section 13.7 Parental Leave** An employee may request in writing a parental leave up to six months to begin at birth or date of adoption. Accumulated vacation, personal or unpaid leave may be used for this purpose. Upon returning to work, the employee shall have the right to displace any employee with less seniority in the same classification in the department in which s/he worked at the time the leave of absence was granted. An employee who fails to return to work at the termination of his/her parental leave shall be terminated.

**Section 13.8 Bereavement Leave**

- a) When death occurs in an employee's family (spouse, children, parent, brother, sister, grandparent, grandchildren, current step child, current mother-in-law or current father-in-law) the employee, upon request, shall be excused for any of the first three (3) normally scheduled working days immediately following the date of death, provided he/she attends the funeral. Time off will also be granted for the death of current sister-in-law, current brother-in-law, current grandparent-in-law, step-mother, step-father, step-sister, step-brother, or a member of the employee's immediate household, with time off charged against any accumulated leave time. For out-of-state funerals, employees shall be permitted to take up to two (2) additional days leave of absence without pay or, at the option of the employee, to use accumulated leave time.
- b) An employee excused from work under this Section shall, after making written application, receive the amount of wages, exclusive of any other premiums, that they would have earned by working during straight time hours on such scheduled days of work for which they were excused. Time thus paid will be counted as hours worked for purposes of overtime under section 12.4.b.

**Section 13.9 Personal Leave** Each regular full time employee and regular part time employee (on a pro-rated basis) shall be granted eight (8) days (60 hours) of personal leave each year on December 1. New hires shall receive an initial pro-rated amount of leave upon completion of their probationary period. Employees who are still on probation as of December 1st shall not receive leave for the prior year, however shall receive the full eight (8) days (60 hours) for the new year upon completion of their probationary period.

This leave may be used at the employee's discretion for sick or personal reasons. Twenty four (24) hours notice and prior approval by the supervisor is required for general absences, and at least one hour notice prior to the beginning of the shift is required for illness, unless the employee can show in writing why prior notification was impossible. Time must be used in 1/2 hour increments. Claim for payment must be submitted on a form provided by the Employer.

Any balance left (of the eight days) following the last full pay period paid in November shall be paid at the employee's prevailing hourly rate in a separate check on the first pay date in December.

**Section 13.10 Sick Leave** Those employees who have a sick bank as of the pay period in which this contract is approved by both parties shall have said bank frozen. This bank may be used in the following instances:

1. For absences due to illness (including illness in the immediate family - spouse, children, parents, or guardian - if the employee is the only person available to render such care) after the eight personal days have been exhausted.
2. For the first seven calendar days when an employee qualifies for the short term disability.
3. When an employee qualifies for the short term disability, but chooses to use their frozen sick bank first in order to receive full pay.

Any balance left upon retirement (as defined in Section 17.4), or upon death, shall be paid at the rate of one half of any unused days, up to a maximum of 120 days, at the prevailing hourly rate of the employee; or, upon death, shall be paid to the employee's estate.

## **ARTICLE XIV LONGEVITY COMPENSATION**

**Section 14.1 Longevity Pay** All full time employees hired prior to April 1, 2007, shall receive a longevity bonus payable as a separate check on the first pay date in December in accordance with the following schedule.

- a) Plan A
  - 1) This plan is available only to employees employed full-time on or before January 31, 1985.
  - 2) After completion of ten (10) years of seniority, a bonus of 5% of base pay, excluding overtime, shift differential, etc., if applicable, shall be paid for that year or portion of the year. At the completion of ten years (service date)



which is less than twelve (12) months in that calendar year, the 5% longevity bonus is prorated over the balance of the calendar year.

- 3) After completion of fifteen (15) years of seniority (service date), a longevity bonus of 10% of base pay shall be paid and prorated, if applicable, as in A.2 above.
  - 4) The longevity bonus amount may change as the percentage applicable is calculated on the new base rate for the calendar year.
- b) Plan B
- 1) All full-time employees hired on and after February 1, 1985, and before April 1, 2007, are automatically assigned to this plan.
  - 2) After completion of five (5) years of seniority (service date), the employee shall receive a \$50 longevity bonus, prorated over the remainder of the calendar year in which the completion of the 5 years seniority (service date) occurs.
  - 3) In December of the sixth and succeeding years thereafter, \$50 annually will be added to the longevity pay bonus with no maximum limit.  
For Example:

After 5 years:	\$ 50
After 6 years:	\$100
After 7 years:	\$150
- c) General conditions applicable to both plans.
- 1) Longevity will be paid by separate check, lump sum, on the first pay date in December.
  - 2) At the end of employment with the County, any longevity bonus amounts owed under either plan will be prorated over the number of pay periods or portion of pay periods worked until the last record day of employment.
  - 3) Election by an employee of Plan A or Plan B, where applicable, is irrevocable.
  - 4) Leaves of absence for periods in excess of thirty (30) days shall be deducted from an employee's seniority (service date) for purposes of determining longevity bonus.

## **ARTICLE XV HOLIDAY PAY**

**Section 15.1 Paid Holidays** The following shall be considered as holidays for the purpose of this Agreement:

New Year's Day  
President's Day  
Good Friday  
Memorial Day

Independence Day  
Labor Day  
Veterans' Day  
Thanksgiving Day

Day After Thanksgiving Day  
Christmas Day  
Christmas Eve Day  
New Year's Eve Day

**Section 15.2 Eligibility for Holiday Pay** To be eligible for holiday pay, an employee must:

- a) Be a regular full-time or regular part-time employee on the date the holiday occurs.
- b) Worked in full, when scheduled, the Employer's regularly scheduled straight time work day prior to and the Employer's regularly scheduled straight time work day subsequent to the holiday, unless on authorized leave.

**Section 15.3 Holidays Count Toward Eligibility for Overtime** Holidays paid under this contract shall be counted for calculation of overtime under Section 12.4.b.

**Section 15.4 Holidays During Leave** Holidays occurring during the vacation period, bereavement leave or sick leave, are compensable and shall not be charged against the employee's accumulated time.

**Section 15.5 Holidays on Scheduled Work Days**

- a) Whenever one of the designated holidays falls on an employee's scheduled work day, the employee shall receive holiday pay plus their regular day's pay for the day worked; provided however, that in the event the employee is called in to work on a holiday, then they shall receive time and one-half (1 1/2) plus holiday pay for the day worked; and provided further that in the event that a day off in lieu of the holiday can be scheduled it shall come under the language of Section 12.4 sub-paragraph (f).
- b) When any of the recognized holidays fall on Saturday, the preceding Friday shall be recognized as the holiday and likewise when the holiday falls on Sunday, the following Monday shall be recognized as the holiday, unless the office is normally open on the weekend, then the actual holiday will be recognized. In the event two back-to-back holidays (i.e. Christmas Eve and Christmas Day) fall on a Friday and Saturday then Thursday and Friday shall be recognized and likewise when the holidays fall on Sunday and Monday then Monday and Tuesday shall be recognized.
- c) Whenever holiday work is required, the employer shall provide two (2) working days notice prior to the holiday, except in emergency situations.
- d) Employees choosing to work a holiday with supervisory approval will receive straight time pay for the holiday worked and may take another regularly scheduled day off in lieu of the holiday within one month.

**Section 15.6 Compensation for Holidays** Employees covered by this Agreement who do not work on the holidays hereinbefore designated, and who meet the eligibility requirements hereinbefore set forth, shall be compensated for such holiday prorated on an equal hourly basis as compared to their regular assigned hours at the straight time hourly rate, excluding premiums, of the particular employee.

**Section 15.7 Compensation for Work on a Holiday** When an employee is scheduled to or agrees to work on one of the hereinbefore designated holidays or the day observed in lieu thereof, if any, and does not work as agreed, he/she shall not receive the pay for such holiday.

**Section 15.8 Floating Holiday** The floating holiday shall be credited to the employee as of January 1st, in the first pay period of the calendar year. Employees who are hired on or after October 1st shall not be granted the floating holiday. Such holidays shall not accrue from year to year or be paid out for any reason.

**Section 15.9 Use of Irregular Staff on Holidays** The Employer has the option to open the pool on a recognized holiday on a full or limited schedule by offering the work to a Regular Full Time or Regular Part Time Employee at straight time pay and allowing that employee to take another day off in place of the holiday, such day to be scheduled as requested by the employee and as approved by the Supervisor. If no Regular Employee elects to work the holiday pursuant to the above, Irregular Part Time Employees may be used to cover the holiday.

## **ARTICLE XVI VACATION**

**Section 16.1 Vacation Eligibility and Schedule** Employees working under this Agreement shall receive paid vacations in accordance with the schedule hereinafter stated and provided they are eligible:

- a) An employee shall be entitled to receive vacation pay as hereinafter set forth if such employee is regular full-time or regular part-time. For regular part-time employees the vacation schedule shall be prorated by the same factor as his/her regular scheduled working hours. Paid sick leave, holidays, or other paid leave shall be considered hours worked for the purposes of this article.
- b) Vacation shall be accrued on a biweekly basis in accordance with the following schedule.

c) Vacation Schedule:

Years of Service:	Days	Hours (based on 7.5 hour day)
Less than 3 years:	10	75.0
3 but less than 5 years:	12	90.0
5 but less than 10 years:	15	112.5
10 but less than 15 years:	17	127.5
15 but less than 25 years:	20	150.0
25 or more years:	25	187.5

Employees working eight (8) hours per day shall have vacation accrued based on same; i.e., 10 days = 80 hours of vacation.

**Section 16.2 Scheduling of Vacations** All vacations shall be scheduled by the Employer with consideration for the seniority and desires of the employee concerned, consistent with efficient operations. The Employer shall have no obligation to permit an employee to tie a vacation to other leaves. To assure continuity of instruction, those employees at the Civic Center Pool, utilized as instructors, may be required to schedule vacations outside of their assigned class schedules.

**Section 16.3 Vacation Carryover** Accrued and unused vacation days shall be carried forward to the next subsequent vacation eligibility year with a maximum limitation on carry-over of twenty (20) days. Any hours beyond the 20 days, even when approved for extension by the department head or County Administrator shall not be included in the employee's payout calculation upon termination for any reason, unless a timely request for vacation leave has been denied.

## ARTICLE XVII INSURANCE AND PENSION

**Section 17.1 Health Insurance** During the term of this Agreement the Employer agrees to pay the full premium for health insurance for all regular full time employees, including those on paid leave, and their families for the lesser of regular health insurance or the HMO. Regular part time employees who elect to do so may be covered, with the County covering the pro-rated amount based on the number of hours the employee is regularly scheduled to work, and the employee reimbursing the County through payroll deduction for the remainder. The Employer's obligation to pay such costs is subject to all of the other provisions of this Article concerning employee payments, co-payments and contributions. Coverage becomes effective the first of the month following the first day of employment.

The base plan coverage in effect as of April 1, 2007, including the optical and dental plans in effect as of that date, all will be maintained, as detailed in Appendix C. The base plan provided by the Employer is the HMO. The Employer has the right to change the provider

and/or plans, provided that substantially equivalent coverage is maintained. Other plans which may be available also will be shown in Appendix C.

Employees who are covered by a spouse's health insurance and such coverage is substantially equivalent to that being provided by the Employer, shall not be eligible for the Employer's health coverage.

Employees whose spouses are also employed by Grand Traverse County will not be eligible to be double covered under the health program. They may each select their own coverage (in the case of regular insurance or HMO) if they wish, and dependents will be covered under the employee whose birth date comes first in the year unless otherwise agreed to by both employees.

For employees who otherwise are entitled to health insurance coverage under this section, the employee shall have the option of receiving an annual payment in lieu of such coverage in the amount of six hundred dollars (\$600.00) on a pro-rated basis based on FTE and based on months of service, subject to the Employer's policy, carrier regulations, and applicable law.

The benefits provided under the Grand Traverse County Health Program shall be secondary to any personal protection or personal injury benefits carried by an employee through an insurer under a motor vehicle policy described in Section 3101(1) of the Michigan Compiled Laws.

**Section 17.2 Worker's Compensation** Each employee will be covered by the applicable worker's compensation laws. The Employer further agrees that an employee, if eligible for worker's compensation, will receive, in addition to their worker's compensation benefits, 20% of their regular gross pay, to be paid by the Employer from the employee's sick or personal leave bank. The Employer's subsidy will terminate upon the exhaustion of the employee's leave bank.

**Section 17.3 Unemployment** The Employer agrees to provide, through the services of the Michigan Employment Security Commission, unemployment insurance coverage for all employees under this agreement.

**Section 17.4 Retirement**

All regular full time and regular part time employees working at least fifty percent (50%) of the normal departmental work week, shall be covered under the Municipal Employees Retirement System. The Employer shall contribute 6% of wages under the MERS Defined Contribution Plan. Employees may choose to make a one time irrevocable decision to contribute 3% of their wages to the plan, and if the employee chooses to contribute 3%, the Employer will contribute an additional 3%. Employees will be vested 25% after 3 years of service, 50% after 4 years, 75% after 5 years, and be fully vested after 6 years of service.

Employees already under the MERS Defined Benefit Plan as of May 1, 2000, and who did not choose to roll over into the Defined Contribution Plan, shall receive benefits calculated under B4 plan with the F55/25 rider, six (6) year vesting, and E2 rider of the Municipal Employees Retirement System. This retirement plan is fully funded by the Employer

Age 60 with six (6) years of service, or age 55 with 25 years of service shall be used for determination of age of retirement for payment of benefits under retirement.

**Section 17.5 Life and AD&D Insurance** All regular full time employees, including those on paid leave, shall be eligible for term life insurance after six (6) months of service. Regular part time employees who elect to do so may be covered, with the County paying a pro-rated amount of the premium based upon the number of hours the employee is regularly scheduled to work, and the employee reimbursing the County through payroll deduction for the remainder. Said insurance shall be in the amount of \$20,000 or one times annual salary, whichever is greater, for Life and Accidental Death and Dismemberment.

**Section 17.6 Short Term Disability** All regular full time and regular part time employees, including those on paid leave, shall be eligible for Short Term Disability, said coverage to be effective the first of the month following six months of service. This coverage shall provide, at a minimum, 66 2/3 per cent of the employee's regular weekly wage for up to 26 weeks per occurrence for absences due to eligible injury or illness, with a weekly benefit maximum of \$600 (pro-rated for regular part time employees). The coverage shall begin on the eighth day following injury or illness. Health insurance provided by the employer shall continue during the duration of this coverage. Paid leave will be used to cover the eligibility period before going on unpaid leave.

## **ARTICLE XVIII VACANCY, TEMPORARY TRANSFER & PROMOTION**

**Section 18.1 Regular Vacancies** Regular vacancies within the Bargaining Unit shall be given preference to be filled from within the Bargaining Unit. If none of the present employees meet the established requirements, the Employer may open the vacancy to applicants outside the Bargaining Unit. All vacancies shall be posted for a minimum of five (5) days and all employees are required to provide written notice of their intent to fill a vacant position.

**Section 18.2 Criteria for Promotions** The Department Head will exercise final appointing authority for promotions of employees under this article. By way of example, but not limitation, the following factors may be considered in coming to a selection:

- A. The employee must meet the minimum requirements of the job for which they are applying as stated in the job description and the job posting.



- B. The employee must meet or exceed the minimum score on any standard examinations which are required.
- C. The employee must have the knowledge, skills, and ability to do the work as determined by education, work experience, standard examinations, oral interview, and any other mechanism that may be used to reach this determination.
- D. Attendance records.
- E. Commendations, disciplinary actions, and any other evaluative data available regarding the employee.
- F. Physical qualifications to perform the essential functions of the job as determined by the Human Resources Department.
- G. Reference provided by the employee's current supervisor and co-workers.
- H. The initiative shown by the employee to grow within the County employment, including professional development and willingness to take on additional responsibilities.
- I. The Employee's commitment to the Principles of Quality as defined by the employees of Grand Traverse County, and the Strategic Plan of the Department and the County.

In the event that the overall qualifications of the candidates are determined by the department head to be substantially equal, seniority shall govern. Results of any examination(s) taken for the purpose of filling a vacancy shall be available.

**Section 18.3 Pay Rate for Promotion** A present employee who fills a classification vacancy which pays a higher rate shall receive the higher rate but in no case shall receive less than his current rate.

**Section 18.4 Probationary Period for Promotion** The Employee who is promoted (within or outside of the bargaining unit) shall serve a six month probationary period to prove he/she is capable of performing the work. At any time during this trial period the employee may on his/her own volition, request in writing to be relieved of the new classification and be returned to the former classification and former rate of pay without loss of seniority. At any time during the trial period, if the Employer determines that the employee is unsatisfactory in the new classification, the Employer shall have the right to return the employee to the former classification from which he/she was promoted without loss of seniority and will provide said employee, upon written request from that employee, a written explanation specifying the reasons for the return to the former classification. Union seniority shall not accumulate while the employee is in a position outside the bargaining unit.

**Section 18.5 Temporary Vacancy** For the purpose of temporarily filling a vacancy in a position of higher classification, the Employer shall offer such assignment to the senior most qualified employee within the department. The Employer shall determine when a temporary vacancy exists, and will proceed to fill such vacancy in accordance with this article as soon as possible. However, no position shall be considered temporary for a period beyond sixty (60) days, without mutual consent of the Employer and the Union.

**Section 18.6 New Job Classification** When a new job classification is created the Employer will notify the Union of the classification and rate structure prior to its becoming effective. In the event the Union does not agree that the classification and rate are proper, it shall be subject to negotiations.

Should the duties and/or responsibilities of a current bargaining unit classification significantly change during the life of this agreement, the parties agree to negotiate the effects of such changes including rates of pay.

When it comes to the attention of the Employer that the duties and/or responsibilities of an employee covered by the current bargaining unit agreement have changed gradually over a period of time and under the criteria set forth in the Classification Plan it is determined that the employee should be in a different classification, the employee shall be moved to the new classification without posting as set forth elsewhere in this agreement providing the employee has served a minimum of two years in their current classification.

**Section 18.7 Equalization of Training Opportunities** The Employer agrees that, when practical, Employer sponsored and/or required training shall be offered to employees within the applicable classifications with opportunities for such training equalized among the affected employees.

## **ARTICLE XIX MISCELLANEOUS**

**Section 19.1 Discrimination** There shall be no discrimination by the Employer or Union against any employee because of age, race, sex, religion or national origin.

**Section 19.2 Gender** Reference to the masculine gender may refer to the feminine gender, or vice versa.

**Section 19.3 Captions** The captions used in each Section of this Agreement are for purposes of identification and are not a substantive part of this Agreement.

**Section 19.4 Union Bulletin Boards** The Employer will provide a bulletin board at each of the following sites: Governmental Center, Public Services Building, Facilities Management Building, and the Civic Center, which may be used only for posting notices



pertaining to Union business. Such notices must be signed on behalf of the Union and/or the Employer.

**Section 19.5 Uniforms** Eleven (11) uniforms and two (2) jackets will be provided for the maintenance employees. Lifeguards/WSIs will be provided two swimsuits, including tanks, shorts, and t-shirt for female employees and shorts and t-shirts for male employees. All will be provided one set of warm ups.

**Specialized Footwear:** In those positions where the County determines that safety toe work shoes are appropriate in the interest of employee safety, the County will so advise the employees involved with a copy of such notice to the Union. Employees so advised will be required to obtain suitable safety toe shoes within ten (10) working days from the date of such notice, and such footwear shall be required on the job. As of the first regular payday following appointment and thereafter in their anniversary date payroll, the County will pay a safety shoe allowance of fifty (\$50.00) dollars per year to each employee who is required to wear safety shoes as provided herein, and who has not received such allowance during the prior three (3) months.

Employer-required safety apparel / equipment shall continue to be provided by the Employer; however, the Employer will not provide prescription eyewear.

**Section 19.6 Joint Health and Safety Committee** All Health and Safety issues and complaints will be handled by the Employee Safety Committee.

**Section 19.7 Copies of Agreement** The Employer shall provide the Union with two (2) copies of the signed Agreement. The Employer agrees to make a copy of the agreement available to all new employees entering the employment of the Employer. A copy of the Agreement shall be posted on the County's website and intranet.

**Section 19.8 Mileage** Employees operating their own automobiles on County business shall be reimbursed for miles traveled according to the rate established by the Board of Commissioners and in accordance with IRS standards.

## **ARTICLE XX SAVINGS AND WAIVER CLAUSE**


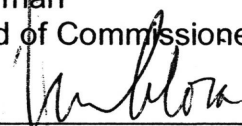
**Section 20.1 Savings Clause** If any Article or Section of this Agreement or any addendum thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be reinstated by such tribunal the remainder of the Agreement and addendums shall not be affected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.

**Section 20.2 Waiver** It is the intent of the parties hereto that the provisions of this Agreement, which supersedes all prior agreements and understandings, oral or written, express or implied, between such parties shall govern their entire relationship and shall be the sole source of any and all rights or claims asserted hereunder or otherwise. The provisions of this Agreement can be amended, supplemented, rescinded or otherwise altered only by mutual agreement in writing hereafter signed by the parties hereto. The parties hereto mutually agree not to seek, during the term of this Agreement, to negotiate or to bargain with respect to any matters pertaining to rates of pay, wages, hours of employment, or other conditions of employment, whether or not covered by this Agreement or in the negotiations leading thereto, and any rights in that respect are hereby expressly waived.


## ARTICLE XXI TERMINATION

This Agreement shall be effective on the first day of January, 2006, and shall remain in full force and effect until the 31st day of December, 2009. This Agreement shall automatically be renewed from year to year thereafter unless either party notifies the other, in writing, 150 days prior to the anniversary date that it desires to modify this Agreement.

### FOR THE EMPLOYER

  
Chairman  
Board of Commissioners  
3-26-07  
Date  
  
County Administrator  
3-26-07  
Date

### FOR THE UNION

  
Business Representative  
3-19-07 @ 12:00pm  
Date

  
Bargaining Team Member  
3-19-07  
Date

  
Bargaining Team Member  
3-19-07  
Date

  
Bargaining Team Member  
3/19/07  
Date

  
Bargaining Team Member  
3/19/07  
Date

## Appendix A

### Wage Scales



# Teamsters General Unit Payscale

EFFECTIVE JANUARY 1, 2006

1.5% increase over 2005

	Train 1	Train 2	1	2	3	4	5	6
AA	7.81	8.40	9.03	9.43	9.89	10.31	10.80	11.31
A	8.40	9.03	9.71	10.14	10.63	11.09	11.61	12.16
B	9.00	9.68	10.41	10.89	11.37	11.92	12.42	12.98
C	9.65	10.31	11.13	11.62	12.18	12.72	13.29	13.92
D	10.26	11.07	11.93	12.43	13.02	13.60	14.21	14.90
E	11.03	11.85	12.75	13.32	13.93	14.58	15.25	15.92
F	11.78	12.67	13.62	14.24	14.91	15.55	16.27	17.04
F1	12.96	13.94	14.98	15.66	16.40	17.11	17.90	18.74
F2	14.14	15.20	16.34	17.09	17.89	18.66	19.52	20.45
G	12.96	13.96	14.98	15.68	16.40	17.12	17.94	18.76
H	14.92	16.06	17.21	18.02	18.85	19.71	20.61	21.55
H1	17.90	19.27	20.65	21.62	22.62	23.65	24.73	25.86
H2	16.41	17.67	18.93	19.82	20.74	21.68	22.67	23.71
I	15.97	17.13	18.44	19.30	20.20	21.08	22.06	23.05
I2	17.57	18.84	20.28	21.23	22.22	23.19	24.27	25.36

## NOTES:

The sub-grades, such as F1, F2, H1, H2, I2 are due to market adjustments added to specific classifications when the County was experiencing difficulty recruiting qualified individuals.

Qualified applicants come into the compensation plan at Step 1. The Train 1 and Train 2 steps are used when an applicant does not meet the minimum requirements, but is expected to within a reasonable period of time. The candidate will then be moved to Step 1 upon attaining the qualification.

# Teamsters General Unit Payscale

EFFECTIVE JANUARY 1, 2007

2.75% increase over 2006

	Train 1	Train 2	1	2	3	4	5	6
AA	8.03	8.63	9.28	9.69	10.16	10.59	11.09	11.62
A	8.63	9.28	9.98	10.42	10.92	11.39	11.93	12.49
B	9.25	9.95	10.70	11.19	11.68	12.25	12.76	13.34
C	9.92	10.59	11.44	11.94	12.51	13.07	13.66	14.30
D	10.54	11.37	12.26	12.77	13.38	13.97	14.60	15.31
E	11.33	12.18	13.10	13.69	14.31	14.98	15.67	16.36
F	12.10	13.02	13.99	14.63	15.32	15.98	16.72	17.51
F1	13.31	14.32	15.39	16.09	16.85	17.58	18.39	19.26
F2	14.52	15.62	16.79	17.56	18.38	19.18	20.06	21.01
G	13.32	14.34	15.39	16.11	16.85	17.59	18.43	19.28
H	15.33	16.50	17.68	18.52	19.37	20.25	21.18	22.14
H1	18.40	19.80	21.22	22.22	23.24	24.30	25.42	26.57
H2	16.86	18.15	19.45	20.37	21.31	22.28	23.30	24.35
I	16.41	17.60	18.95	19.83	20.76	21.66	22.67	23.68
I2	18.05	19.36	20.85	21.81	22.84	23.83	24.94	26.05

## NOTES:

The sub-grades, such as F1, F2, H1, H2, I2 are due to market adjustments added to specific classifications when the County was experiencing difficulty recruiting qualified individuals.

Qualified applicants come into the compensation plan at Step 1. The Train 1 and Train 2 steps are used when an applicant does not meet the minimum requirements, but is expected to within a reasonable period of time. The candidate will then be moved to Step 1 upon attaining the qualification.



# Teamsters General Unit Payscale

EFFECTIVE JANUARY 1, 2008

2.25% increase over 2007

	Train 1	Train 2	1	2	3	4	5	6
AA	8.20	8.83	9.49	9.90	10.39	10.83	11.35	11.88
A	8.82	9.49	10.20	10.65	11.17	11.65	12.20	12.77
B	9.46	10.17	10.94	11.44	11.94	12.53	13.05	13.64
C	10.14	10.83	11.70	12.21	12.79	13.36	13.97	14.62
D	10.78	11.63	12.54	13.06	13.68	14.28	14.93	15.65
E	11.58	12.45	13.39	14.00	14.63	15.32	16.02	16.73
F	12.37	13.31	14.30	14.96	15.66	16.34	17.10	17.90
F1	13.61	14.64	15.73	16.46	17.23	17.97	18.81	19.69
F2	14.84	15.97	17.16	17.95	18.79	19.61	20.52	21.48
G	13.62	14.66	15.74	16.47	17.23	17.99	18.84	19.71
H	15.67	16.87	18.08	18.94	19.81	20.71	21.66	22.64
H1	18.80	20.24	21.70	22.73	23.77	24.85	25.99	27.17
H2	17.24	18.56	19.89	20.83	21.79	22.78	23.83	24.90
I	16.78	18.00	19.38	20.28	21.23	22.15	23.18	24.21
I2	18.46	19.80	21.32	22.31	23.35	24.37	25.50	26.63

## NOTES:

The sub-grades, such as F1, F2, H1, H2, I2 are due to market adjustments added to specific classifications when the County was experiencing difficulty recruiting qualified individuals.

Qualified applicants come into the compensation plan at Step 1. The Train 1 and Train 2 steps are used when an applicant does not meet the minimum requirements, but is expected to within a reasonable period of time. The candidate will then be moved to Step 1 upon attaining the qualification.

# Teamsters General Unit Payscale

EFFECTIVE JANUARY 1, 2009

2.5% increase over 2008

	Train 1	Train 2	1	2	3	4	5	6
AA	8.41	9.05	9.73	10.16	10.65	11.10	11.63	12.17
A	9.04	9.73	10.46	10.92	11.45	11.94	12.51	13.09
B	9.70	10.42	11.21	11.73	12.24	12.84	13.38	13.98
C	10.39	11.10	11.99	12.52	13.11	13.69	14.32	14.99
D	11.05	11.92	12.85	13.39	14.02	14.64	15.30	16.04
E	11.87	12.76	13.72	14.35	15.00	15.70	16.42	17.15
F	12.68	13.64	14.66	15.33	16.05	16.75	17.53	18.35
F1	13.95	15.00	16.13	16.86	17.66	18.43	19.28	20.19
F2	15.22	16.37	17.59	18.40	19.26	20.10	21.04	22.02
G	13.96	15.03	16.13	16.88	17.66	18.44	19.31	20.20
H	16.06	17.29	18.53	19.41	20.31	21.23	22.20	23.21
H1	19.27	20.75	22.24	23.29	24.37	25.48	26.64	27.85
H2	17.67	19.02	20.38	21.35	22.34	23.35	24.42	25.53
I	17.20	18.45	19.86	20.79	21.76	22.70	23.76	24.82
I2	18.92	20.30	21.85	22.87	23.94	24.97	26.14	27.30

## NOTES:

The sub-grades, such as F1, F2, H1, H2, I2 are due to market adjustments added to specific classifications when the County was experiencing difficulty recruiting qualified individuals.

Qualified applicants come into the compensation plan at Step 1. The Train 1 and Train 2 steps are used when an applicant does not meet the minimum requirements, but is expected to within a reasonable period of time. The candidate will then be moved to Step 1 upon attaining the qualification.

## Appendix B

### Classification Plan



TEAMSTERS LOCAL 214 - GENERAL UNIT  
CLASSIFICATION PLAN  
**Amended 6/21/06**

AA: Clerical Assistant

A: Custodian

C: Office Clerk  
Maintenance Worker Assistant

D: Account Clerk  
Appraiser I  
Lifesaver/Water Safety Instructor  
Office Specialist  
Secretary

E: Account Clerk Specialist  
Legal Secretary

F: Accounting Technician  
Appraiser II  
Building Maintenance Worker I  
GIS Technician  
Grounds Maintenance Worker  
Human Resources Technician  
Lead Lifeguard  
MIS Programmer  
MIS Technician  
Office Coordinator  
Planning Technician  
Program Counselor

G: Brownfield Planning Assistant  
Building Maintenance Worker II  
Case Manager

H: Appraiser Senior  
Code Inspector (Current incumbent in soil erosion is named Deputy Drain  
Commissioner, and paid at grade I)  
Coordinator: Grounds  
Coordinator: Telecommunications  
Building Maintenance Worker III  
GIS Analyst  
MIS Programmer Analyst

I Commercial Plan Examiner





## Appendix C

Summary of Benefits – Priority Health

Summary of Benefits – Delta Dental

Summary Plan Document – Employee Vision Plan



**PRIORITY HEALTH**  
priorityhealth.com  
**PRIORITYHMO<sup>SM</sup> SUMMARY OF BENEFITS 100% HOSPITAL PLAN**  
**Grand Traverse County MEDPLAN00003 – Active Employees Only**  
**January 1, 2007 through December 31, 2007**

The following information is provided as a summary of benefits available under your Priority Health plan. This summary is not a substitute for your Certificate of Coverage and Schedule of Copayments and Deductibles. **It is not a binding contract.**

**Limitations and exclusions apply to benefits listed below.** Coverage for services is based on Medical / Clinical necessity as determined by Priority Health's Medical Department. A complete listing of covered services, limitations and exclusions is contained in the Certificate of Coverage, Schedule of Copayments and Deductibles and any applicable riders issued to you. You may request a copy of the Certificate of Coverage from Priority Health's Customer Service Department at 616 942-1221 or 800 446-5674 or on-line at priorityhealth.com. Contact Priority Health's Customer Service Department if you have questions about your benefits or coverage.

**Copayment** = Member pays

**% Coverage** = Priority Health pays

**Basic Benefits**

**Physician's Services**

Primary Care Provider (PCP) Office Visit  
(services provided by a PCP and other participating physician during an office visit for health maintenance and preventive care, such as a routine physical, or for the diagnosis and treatment of a covered illness or injury)

\$10 Copayment per visit

Specialist Office Visit  
(referral care provided by a Participating Physician other than your PCP and prior approval from Priority Health if necessary)

\$10 Copayment per visit

Routine Pre and Post-natal Care

\$10 Copayment per visit. Maximum Copayment of \$60 per pregnancy.

Allergy Care

100% Coverage for injections and serum. Applicable office visit Copayment may apply for testing.

**Outpatient Services**

Diagnostic Laboratory and X-Ray  
Chemotherapy  
Radiation Therapy  
Hemodialysis

100% Coverage  
100% Coverage  
100% Coverage  
100% Coverage

Short-Term Rehabilitative Services  
(physical, speech, occupational, pulmonary and cardiac therapy)

\$10 Copayment per visit for 60 visits per Contract Year (combined benefit for all therapies listed). Out-of-Pocket Maximum Copayment of \$200 per Contract Year for rehab services.

**Note: If the above outpatient services are performed and processed in a physician's office, the office visit Copayment applies.**

**Hospital Services**

Inpatient Services  
(semi-private room and intensive care, surgery and all related surgical services, ancillary services while inpatient)  
**Note:** Non-emergency inpatient hospital admissions, other than for normal labor and delivery, must be approved in advance by Priority Health.

100% Coverage

Inpatient Hospital Professional Services

100% Coverage

Outpatient Surgery at Hospital or Ambulatory Center  
(surgery and all related surgical services)

100% Coverage  
Prior approval is required for certain radiology examinations.

Outpatient Hospital Professional Services

100% Coverage

### SUMMARY OF BENEFITS HMO 100% HOSPITAL PLAN

<b>Hospital Services (continued)</b>	
<b>Certain Surgeries and Treatments (Physician fees only)</b> Bariatric surgery* (limit one per lifetime) Reconstructive surgery: blepharoplasty of upper lids, breast reduction, panniculectomy*, rhinoplasty*, septorhinoplasty and surgical treatment of male gynecomastia <b>Skin Disorder Treatments:</b> Scar revisions, keloid scar treatment, treatment of hyperhidrosis, excision of lipomas, excision of seborrheic keratoses, excision of skin tags, treatment of vitiligo and port wine stain and hemangioma treatment. Varicose veins treatments Sleep apnea treatment procedures*	Physician fees are Covered at 50% of the first \$2,000.00 for each certain surgery or treatment, 100% thereafter. If applicable, any hospital services Copayment also applies.  *Prior approval required for bariatric surgery, panniculectomy, rhinoplasty and sleep apnea treatment procedures.
<b>Emergency Medical Care (in or out of the service area)</b>	
Hospital Emergency Room	\$35 Copayment per visit (waived if admitted)
Urgent Care Center	\$10 Copayment per visit
Physician's Office	\$10 Copayment per visit
Ambulance (land or air)	\$50 Copayment
<b>Family Planning/Infertility Services</b>	
Vasectomy	100% Coverage when performed in a provider's office or when in connection with other covered inpatient or outpatient surgery.
Tubal Ligation	
Professional Fees	100% Coverage
Outpatient	100% Coverage
Inpatient	100% Coverage only when performed in connection with delivery or other covered inpatient surgery.
Diaphragm	50% Coverage
Infertility counseling and treatment of underlying cause of infertility	50% Coverage. Prescription drugs for infertility treatment covered only with prescription drug rider.
<b>Mental Health/Substance Abuse Services</b>	
<b>Note:</b> All Mental Health and Substance Abuse services must be approved in advance by our Behavioral Health Department 616 464-8500 or 800 673-8043. Treatment may be covered as deemed clinically necessary by our Behavioral Health Department.	
Inpatient Mental Health Services	100% Coverage. Maximum 20 days per Contract Year.
Outpatient Mental Health Services	\$20 Copayment. Maximum 20 visits per Contract Year. (\$10 Copayment per group therapy visit – two group therapy visits counts as one outpatient visit.)
Substance Abuse Services	80% Coverage up to the minimum annual benefit as determined by the State of Michigan per Contract Year.
<b>Other Services</b>	
Durable Medical Equipment	50% Coverage
Prosthetics & Orthotics	50% Coverage
Skilled Nursing, Subacute, Inpatient Rehabilitation and Hospice Facility	100% Coverage. Maximum 120 days per Contract Year (combined benefit for all services).
Home Health Care	Covered in full. For rehabilitative therapy provided in the home, refer to Short-Term Rehabilitative services for Copayment information.
Temporomandibular Joint Syndrome (TMJS)	50% Coverage
Orthognathic Surgery	50% Coverage
Spinal Manipulation Services	Limited Coverage up to four visits for spinal manipulation services per Contract Year.

<b>Additional Benefits</b>	
<b>Pharmacy Services</b>	
Prescription Drugs	Covered with a \$10 Generic/\$40 Brand Name Copayment per prescription. Excludes contraceptive medications. Infertility drugs covered with a 50% Copayment. (Limitations apply)
<b>Note:</b> Prescription drug coverage is based on the usage of a medication formulary.	
Prescription Mail Order	Prescription drugs filled for up to 90 days with a \$10 Generic/\$40 Brand Name Copayment per prescription. (Limitations apply)
Vision Care Exam Every 12 Consecutive Months	One eye exam (including refraction) with participating provider every 12 consecutive months. \$15 Copayment.
<b>Eligibility Information</b>	
Dependent Children	Covered until the end of the year in which dependent turns age 19. Additionally, covered between the ages of 19 and 25 if dependent is a full-time student, until dependent is no longer a full-time student or reaches the age of 25.
Early Retiree Coverage	Not Available on this plan
65+ Retiree Coverage	Not Available on this plan







Delta Dental Plan of Michigan

### DeltaPremier Benefit Features for Grand Traverse County

The following chart indicates the services covered by Delta Dental Plan of Michigan through DeltaPremier. It also shows the percentage of coverage of Delta Dental's allowed fee for each category and your copayment, if any:

	Delta Dental Pays	You Pay
<b>CLASS I</b>		
<b>Diagnostic and Preventive Services</b> – Used to diagnose and/or prevent dental abnormalities or disease (includes exams, cleanings and fluoride treatments).	100%	0%
<b>Emergency Palliative Treatment</b> – Used to temporarily relieve pain.	100%	0%
<b>Radiographs</b> – X-rays. Benefits for bitewing X-rays are payable twice in any period of 12 consecutive months. Benefits for full mouth X-rays are payable once in any three-year period.	100%	0%
<b>Sealants</b> – Dental sealants to prevent decay of permanent molars. Sealants are payable only for the occlusal surface of first and second permanent molars to age 14.	100%	0%
<b>CLASS II</b>		
<b>Oral Surgery Services</b> – Extractions and dental surgery, including preoperative and postoperative care.	75%	25%
<b>Relines and Repairs</b> – Relines and repairs to bridges and dentures.	75%	25%
<b>Minor Restorative Services</b> – Used to repair teeth damaged by disease or injury (for example, amalgam [silver] and resin [white] fillings).	75%	25%
<b>Major Restorative Services</b> – Used when teeth can't be restored with another filling material (for example, crowns).	75%	25%
<b>Periodontic Services</b> – Used to treat diseases of the gums and supporting structures of the teeth.	75%	25%
<b>Endodontic Services</b> – Used to treat teeth with diseased or damaged nerves (for example, root canals).	75%	25%
<b>CLASS III</b>		
<b>Prosthodontic Services</b> – Used to replace missing natural teeth (for example, bridges and dentures).	75%	25%
<b>CLASS IV</b>		
<b>Orthodontic Services (to age 19)</b> – Used to correct malposed teeth and/or facial bones (for example, braces).	50%	50%
<b>Maximum Payment</b> – \$1,000 per person total per contract year on Class I, Class II and Class III Benefits. Delta Dental's payment for Class IV Benefits will not exceed a lifetime maximum of \$1,000 per eligible person.		
<b>Deductible</b> – None.		

**Customer Service toll-free number (800) 482-8915**  
**www.deltadentalmi.com**

This document is intended as a supplement to your Dental Care Certificate and Summary of Dental Plan Benefits. Please refer to your certificate and summary for policy exclusions and limitations.



# SUMMARY PLAN DOCUMENT

## EMPLOYEE VISION PLAN

**Plan Administrator:** County of Grand Traverse, 400 Boardman Avenue, Traverse City, MI 49684, (231) 922-4599.

**Plan Effective Date:** 12:01 a.m., Eastern Standard Time, January 1, 1998

**Plan Distribution Date:** December 29, 1997

**Plan Benefit Year:** The fiscal year of the Plan commences on the first day of January and ends on the last day of the following December.

**Plan Number:** 503

**Employer Identification Number:** 38-6004852

**Acceptance of Legal Notice:** The Plan is a legal entity. Legal notices may be filed with, and legal process served upon, Grand Traverse County.

**FUNDS FOR PAYMENT OF VISION CLAIMS ARE PAID FROM THE ASSETS OF THE COUNTY.**

*Grand Traverse County (Employer) hereby establishes a plan for payment of certain expenses for the benefit of its eligible employees, to be known as the Grand Traverse County Employee Vision Plan (Plan). The Employer assures its covered employees that during the continuance of the Plan all benefits hereinafter described shall be paid to or in behalf of them in the event they become eligible for benefits. The Plan is subject to all the terms, provisions and conditions recited on the following pages.*

  
Authorized Signature

2-26-01  
Date



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**Eligibility:** Regular Full-Time and Regular Part-Time (on a pro-rated basis) employees and elected officials and who are in the following classes are eligible for coverage under the Plan:

AFSCME Supervisors  
Circuit Court Association Employees  
Circuit Court Supervisors  
COAM Dispatch Supervisors  
Non-Contract Hourly Employees  
Non-contract Exempt Employees  
POAM Sheriff Employees  
Elected Officials

POLC Sheriff Employees  
Teamsters Central Dispatch Employees  
Teamsters District Court Employees  
Teamsters General Employees  
Teamsters Sergeants  
TPOAM Central Records  
G.T. County Health Dept. Association  
Retired employees of the preceding classes

To be covered, the employee must fill out the enrollment form provided by the Employer and return to Human Resources within 30 days of the effective date of coverage. If the employee loses coverage, the employee must enroll in the County's plan within 30 days of loss of coverage and must provide proof of loss of coverage. If the employee does not enroll during that time period, the employee may enroll for coverage during the annual open enrollment period in December of each year.

If the employee is a regular part-time employee, becomes a regular part-time employee from full-time, or changes their regular hours worked while a part-time employee, the employee must complete the payroll deduction form for employee contribution within 30 days of the effective date in order to be covered.

If the employee enrolls under the Plan, their lawful spouse and qualified dependents may also be covered under the Plan.

Qualified dependents include your natural children, step-children who reside with you, adopted children, spouse's adopted children who reside with you, or children under court-appointed guardianship if you claim them as a current income tax exemption, and who are not in the active military service of any government. Dependents will be covered until the end of the year in which they reach age 19. (G.T. County Health Dept. Assoc., Teamsters Dispatch, TPOAM and COAM employees may continue their dependent children until the end of the year in which they reach age 25 provided they are dependent upon you for more than half of their support, you claim them as a current tax exemption, and they reside with you or are in temporary residence at school or camp.)

Qualified dependents also include your unmarried natural children, step-children who reside with you, adopted children, spouse's adopted children who reside with you, or children under court appointed guardianship if they were mentally or physically handicapped and totally disabled prior to their nineteenth (19<sup>th</sup>) birth date.

If the employee waived coverage for dependents, they may be enrolled during the annual reopening period, or upon submission of a new enrollment form within 30 days of the date coverage was lost with another group. New dependents (birth, adoption, marriage, etc) may be added if an enrollment form is submitted within 30 days of becoming an eligible dependent.

If your spouse is also an employee of Grand Traverse County, neither you, your spouse, or your dependents shall be double covered.

If you retire from County employment, and if you are eligible to draw a pension benefit immediately upon retirement, you may elect to be covered under the County's group by reimbursing the County for the premium amount of your coverage. If you defer your pension benefit you may choose the County's group coverage upon written notification to Human Resources Office within thirty (30) days of starting to draw your pension benefit. If you choose not to continue the group coverage upon retirement and you lose other group coverage you may also return to the County's group coverage by giving the County written notice within thirty (30) days of the event.

## **Schedule of Benefits:**

*Waiting Period:*

First day following 30 days of service.

*Frequency:*

Once in every 24 consecutive months, from the last date of service, for each covered individual.

*Glasses:*

Frames after a \$7.50 co-pay to a maximum of \$35

Lenses after a \$7.50 co-pay (waived if frames are purchased at the same time) to a maximum of:

Single focal \$43

Bifocals \$60 plastic or \$70 glass

Trifocals \$90 plastic or \$100 glass

*Contact lenses:*

Payment may be made for contact lenses in lieu of lenses and frames at the reasonable and customary amount for single focal glasses (normally \$78).

**Exceptions:** The Plan does not cover:

- a. Expenses covered under Workers' Compensation or employer liability laws.
- b. Expenses covered by any governmental agency or under any governmental program or law, except as to charges which the person is legally obligated to pay.
- c. Expenses incurred prior to the date the person became covered under this Plan.
- d. Expenses incurred that are not provided by a Medical Doctor (MD), Doctor of Osteopathy (DO), Doctor of Optometry (OD), an optical laboratory or an optician.
- e. Oversize or tinted lenses unless prescribed for medical reasons.

**Filing Vision Claims:** Submit your paid receipt or paid bill, along with a completed claim form, to the Human Resources Department.

**Individual Termination of Coverage:** The coverage of any employee shall terminate on any of the following dates:

- a. The date of termination of the Plan; or,
- b. The date that he/she ceases to be an "eligible employee" or "eligible dependent" unless coverage is continued under COBRA regulations; or,
- c. The date all or certain benefits are terminated on his/her particular class of employee by modification of the Plan; or,
- d. The date he/she fails to make a required contribution, if applicable.

The dependent's coverage with respect to each dependent shall cease on the date the employee's coverage terminates, unless the dependent is eligible for and contributes premiums for continued participation in the Plan as required by COBRA.

**Coordination of Benefits:** The purpose of this Plan is to help you meet the cost of needed vision care. It is not intended that anyone receive benefits greater than actual expenses incurred. Benefits payable by this Plan shall be the lesser of Grand Traverse County Plan's schedule or the balance after the payment by other plans, the total of which shall not exceed the maximum expense. All benefits provided hereunder are subject to this provision.

**Plan Amendment or Termination:** The Plan may be amended or terminated by the Employer at any time. Appropriate filing and reporting of any amendment with governmental authorities and to employee participants will be timely made by the Administrator in accordance with Title I of the Employee Retirement Income Security Act of 1974 (ERISA). In the event of Plan termination, the County will have no obligation under the Plan beyond paying the difference between the claims incurred (even though later filed) and expenses of the Plan due up to the date of termination. Such claims and expenses shall be paid as normal expenses of the Plan. Any termination of the Plan will be communicated to participants.

**Plan is Not a Contract:** The Plan shall not be deemed to constitute a contract between the County and any employee or to be consideration for, or an inducement or condition of, the employment of any employee.

**Appealing a Claim:** If your claim is denied in whole or in part, you will receive written notification from the Administrator within 90 days of the date you filed the claim. A claim worksheet will be provided showing the calculation of the total amount payable, charges not payable, the reason, and the steps you may take to have the claim reviewed. If additional information is needed for payment of a claim, the Employer will contact you. You may request a review by filing a written application with your Employer. On receipt of the written request for review of a claim, the Employer will review the claim and furnish copies of all documents and all reasons and facts relating to the decision. You may submit your opinion of the issues and your comments in writing. Requests for review must be filed within 120 days after you receive notice of denial. A decision will be made promptly within 60 days and will be delivered to you in writing setting forth specific reasons for the decision and specific references to the pertinent plan provisions upon which the decision is based. The decision will be final.

## **Rights of Employees (ERISA)**

As a person covered under this Plan, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974. This law, called ERISA, provides that all people covered by the Plan are entitled to:

(1) Examine, during the Employer's normal business hours and without charge, all Plan documents, including insurance contracts, bargaining agreements and copies of all documents filed by the Plan with the U.S. Department of Labor, such as annual reports and Plan descriptions; (2) Obtain copies at no more than a reasonable charge of all Plan documents and other Plan information by writing to the Administrator; and (3) Receive a summary of the Plan's annual financial report, if any, from the Administrator.

ERISA also imposes duties upon the people responsible for the operation of the Plan. These persons, referred to as "fiduciaries," must act solely in the interest of Plan participants and must be prudent in performing their Plan duties. Fiduciaries who violate ERISA may be removed and required to make good any losses they have caused the Plan.

The law provides that no one may fire you or discriminate against you to prevent you from obtaining a benefit or exercising your rights under ERISA. The law provides that if your claim for a benefit is denied in whole or in part, you will receive a written notice explaining why your claim was denied. You have the right to have your claim reviewed and reconsidered.

Under ERISA, there are steps that you can take to enforce your rights. For instance, if you request copies of Plan documents from the Employer and do not receive them within 30 days, you may file suit in federal court. In such a case, the court may require the Administrator to provide the documents and pay up to \$100 a day until you receive them, unless they were not sent because of reasons beyond the control of the Administrator. If you are improperly denied a benefit in full or in part, you have a right to file suit in a federal or state court. If fiduciaries are misusing Plan money, you have a right to file suit in a federal court or request help from the U.S. Department of Labor. If you are successful in your lawsuit, the court may, if it desires, require the other party to pay your legal costs, including attorney's fees. If you lose the case, the court may order you to pay these costs and fees.

If you have any questions about the statement of your rights under ERISA, you should contact the Administrator of the nearest Area Office of the Labor-Management Service Administration, Department of Labor.



## Appendix D

### Letter of Agreement Overtime Call-in Procedure (Parks & Recreation Staff)



LETTER OF AGREEMENT  
RE: OVERTIME CALL-IN PROCEDURE

It is agreed and understood that the following procedure shall be used to implement Section 12.4.c and 12.4.e of the collective bargaining agreement related to overtime distribution and call-in for bargaining unit employees working in the Department of Parks and Recreation only.

1. Overtime shall be equalized on the basis of overtime hours that an employee works and/or refuses available overtime. Answering machines or no answer will be considered the same as refusal. Each employee shall be charged with all the overtime hours that he or she works, plus the overtime hours that he or she could have worked but refused. The total shall constitute the overtime opportunities for each employee. This overtime list shall be zeroed out and renewed in January of each year.
2. If an employee is working his or her regular shift during the time the opportunity for overtime arises, he or she shall not be charged with an overtime opportunity.
3. Accumulation of overtime opportunities shall be posted and updated biweekly. Beginning in January of each year the list shall be zeroed out.
4. All opportunities to work which would result in overtime for a bargaining unit employee shall first be offered to the employee, in the classification needed, with the least number of overtime opportunities. For purposes of overtime all maintenance employees are within the same classification.
5. If an employee accepts only a portion of a block of overtime that is offered, the employee shall be charged with the actual hours worked plus the remainder of the block of hours that were refused but not exceeding the total number of hours that were originally offered.
6. The Employer shall have the right to bypass the employee with the least number of hours for overtime if, by the employee working the available overtime, the employee would work more than 15 hours in a 24 hour time period. The Employer may also bypass those employees who are on vacation or medical leave. For purposes of overtime equalization, these circumstances will not count against the employee. If proper notice (Section 13.9) is not provided to the Employer, the overtime equalization provision shall not apply.
7. The Employer need not call from the overtime list if the overtime involves the continuation of an employee's regular shift but for a time period of less than two (2) hours.
8. If a bargaining unit employee is unable to work his or her shift due to illness or other reasons, and the bargaining unit employee will be absent for less than five (5) consecutive work days, the Employer shall first offer the opportunity to cover this shift to bargaining unit employees.

The purpose of this letter of understanding is solely to clarify the implementation of the overtime equalization provisions of the contract. It is limited in scope to the terms and conditions recited above and in no way modifies or replaces any other provision of the collective bargaining agreement.



## Appendix E

### Letter of Agreement (Inspectors in Construction Code Department)



**Letter of Agreement**  
**between**  
**Teamsters Local 214, General Unit**  
**and**  
**Grand Traverse County Board of Commissioners**

Grand Traverse County, Teamsters General Unit, and the bargaining unit members who are employed as Inspectors in the County Construction Code Enforcement Office, make this agreement.

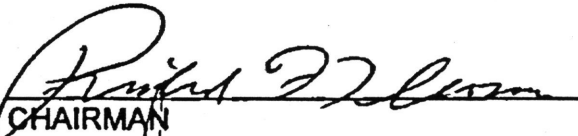
The County will provide a ten (10%) percent "market multiplier" increase in the wage of inspectors at their current classification level as of July 2, 2001.

The Inspectors agree not to enter into any contract for their services in the trade in which they are registered as Code Inspectors and Commercial Plan Reviewers for Grand Traverse County if those services are to be performed in Grand Traverse County.

Inspectors are not precluded from providing services in their trade if paid hourly wages, or the work is donated, and the Inspector derives all job related liability protection, including worker's compensation, to the extent necessary to relieve the County of responsibility of providing benefits for work related injuries incurred in the outside employment.

Inspectors hired after the date of this agreement will, as a condition of employment, agree not to enter into any contract for their services in the trade for which they are registered as inspectors if those services are to be provided in the eight-county region of Leelanau, Benzie, Wexford, Kalkaska, Missaukee, Manistee, Antrim, and Grand Traverse.

Inspectors are provided the use of County-owned vehicles for travel during the course of their employment, and to and from their home and work. Use of these vehicles for travel to and from work and home is restricted to the eight-county region described above.

  
CHAIRMAN

Board of Commissioners

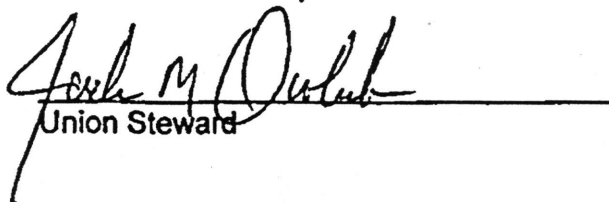
9-26-01  
Date

  
County Administrator

9.26.01  
Date

  
Union Business Representative

9-25-01  
Date

  
Union Steward

09-25-2001  
Date





## Appendix F

### Memorandum of Understanding (Custodian Job Duties)



# MEMORANDUM OF UNDERSTANDING

*between*

TEAMSTERS LOCAL 214, GENERAL UNIT

*and*

THE BOARD OF COMMISSIONERS OF GRAND TRAVERSE COUNTY

WHEREAS the above parties have agreed that the Custodian job description includes changing light bulbs in locations where the ceilings are no higher than 9 (nine) feet tall or on stairs and where concerns of staff safety in making the change are not an issue;

WHEREAS IT IS FURTHER AGREED that staff painting during their shift on a volunteer basis will receive out of class pay when the assignment exceeds 2 (two) hours in a given shift;

WHEREAS IT IS FURTHER AGREED that unloading trucks is not considered a current duty and responsibility of the Custodian.

FOR THE COUNTY:

FOR THE UNION:

Am. Flora

Midge Werner, Chief Steward

RECEIVED STOWARDS

A. E. Carmien - Bur, Rep

DATE: 3.13.06

DATE: \_\_\_\_\_



## Appendix G

Letter regarding  
\$1,000 Cap on Prescription Co-Pays







**GRAND TRAVERSE COUNTY  
HUMAN RESOURCES**

400 BOARDMAN AVENUE  
TRAVERSE CITY, MI 49684 2577  
(231) 922-4599 • FAX (231) 922-4796

September 17, 2002

A.E. Carmien, Business Representative  
Teamsters Local 214  
2825 Trumbull Avenue  
Detroit, MI 48216

Dear Butch:

Per your phone call, this is confirmation that the County recognizes the agreement, due to the concern that some employees may be hit hard by the ~~\$10/\$20~~ copays for prescriptions, that we would reimburse employees prescription receipts over \$1000. As we discussed in negotiations, the employee would have to save their receipts for prescriptions during each calendar year, and submit to Human Resources once they reach \$1000 for all family members.

Please be aware that we expect employees to do their part in keeping these costs down, including asking for generics when viable, and using the mail order program for qualified maintenance drugs.

We are developing a procedure for this process, although we don't expect to see anyone reach that total until late in 2003, if at all.

If you have further questions, please feel free to call.

Sincerely,

Marilyn Brown  
Director of Human Resources

cc: Midge Werner

\*\*\* Letter Amended: \$10/\$40 copays

  
Chairman  
Board of Commissioners  
County Administrator  
A.E. Carmien 3-19-07 1:20 PM  
Business Representative  
Midge Werner  
Bargaining Team Member  
Linda McKee  
Bargaining Team Member  
Karen W. Decker  
Bargaining Team Member  
Bargaining Team Member

