

AGREEMENT

BETWEEN

THE BOARD OF COMMISSIONERS  
OF  
GRAND TRAVERSE COUNTY  
FOR  
GRAND TRAVERSE COUNTY HEALTH DEPARTMENT

AND

TEAMSTERS STATE, COUNTY AND MUNICIPAL WORKERS  
LOCAL 214

January 1, 2005 through December 31, 2007

**Sections with Amendments:**

|                 |                                     |                                 |                                                                          |
|-----------------|-------------------------------------|---------------------------------|--------------------------------------------------------------------------|
| Agreement       |                                     | Section 16.1                    | Vacation Accrual                                                         |
| Section 1.1     | Collective Bargaining Unit          | Section 17.1                    | Health Insurance                                                         |
| Section 1.2(C)  | Definitions / Temporary Employees   | Section 17.4                    | Retirement                                                               |
| Section 3.2     | Union Membership                    | Section 17.5                    | (New) Other Retirement-Related Benefits (Re-numbered remaining sections) |
| Section 4.2     | Union Affiliate Access              | Section 19.6                    | Copies of Agreement / Removed (Re-numbered remaining sections)           |
| Section 4.5     | (New) Super Seniority               | Section 19.10                   | <u>New Section:</u> Winter Wear and Lab Coats                            |
| Section 6.2     | Grievance Procedure (Steps 2 and 3) | Section 19.11                   | <u>New Section:</u> Smoking                                              |
| Section 10.4    | Loss Of Seniority                   | Article XXI                     | Termination                                                              |
| Section 11.1(C) | Layoff Procedure                    | Classification Plan             |                                                                          |
| Section 12.4(A) | Overtime Pay                        | Letter of Understanding - Pager |                                                                          |
| Section 12.6    | Compensatory Time                   | Duration:                       | 3 Years                                                                  |
| Section 13.6    | Educational Leave                   |                                 |                                                                          |
| Article XIV     | Longevity                           |                                 |                                                                          |
| Section 15.1    | List of Holidays                    |                                 |                                                                          |

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## AGREEMENT

THIS AGREEMENT is entered into this date and is effective the first day of January, 2005, between the Grand Traverse County Board of Commissioners, hereinafter referred to as the "Employer," and the Teamsters State, County and Municipal Workers Local 214, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the "Union."

## 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 principle 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 service delivery. The parties to this Agreement will cooperate fully to secure the advancement and achievement of these purposes.

## ARTICLE I RECOGNITION

Section 1.1. Collective Bargaining Unit. The Employer hereby agrees to recognize the Union as the exclusive collective 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 units described below for the purposes of collective bargaining with respect to wages, hours of employment and other conditions of employment:

All regular full time and regular part time professional, technical and clerical employees, including Nurses, Nurse Practitioners, Coordinators, Sanitarians, Health Educators, Environmental Health Technicians,

Dieticians, Personal Health Technicians, Animal Control Officers, Health Planners, and clerical employees; but excluding elected officials, the Director, supervisors, administrators, confidential employees, temporary employees, and all other employees.

Section 1.2. Definitions. The terms “employee” and employees” when used in this 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 the 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 a minimum of thirty-seven and one half (37-1/2) hour workweek on a regular schedule.
- B. Regular Part-time Employee. A regular part-time employee is an employee who is working less than the thirty seven and one half (37-1/2) hour work week on a regular schedule.
- C. Temporary Employees. The Employer reserves the right to hire temporary employees to fill in for extended absences and other special needs of the Employer, provided such period of temporary employment shall not exceed six (6) months except in the case of covering for an extended absence of a bargaining unit member, in which case shall not exceed twelve (12) months. If a temporary employee is retained beyond the six (6) months, they shall have attained seniority, unless the six (6) months is extended by mutual agreement of the Employer and the Union. Such employees shall not be subject to the terms of this Agreement. It is agreed between the parties that temporary employees 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.
- D. On-call Employees. On call employees may be utilized by the Employer on a limited, irregular basis, and shall not be subject to the terms of this Agreement.

## ARTICLE II MANAGEMENT RIGHTS

Section 2.1. Management’s Rights. The Employer retains sole right to manage its affairs, including but not limited to, the right to plan, direct, and control its operations; 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. Just Cause. 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. Subcontracting. 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 or in skill to perform the work promptly and satisfactorily and agrees to notify the Union, in writing, of the intent to subcontract.

Section 2.4. Work Rules, Policies, and Procedures.

- 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 post said rules on the bulletin boards as specified in this Agreement for a period of five (5) working days before becoming effective.
- 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.

### ARTICLE III UNION SECURITY

Section 3.1. Agency Shop. As a condition of employment, all employees included in the Collective Bargaining Units set forth in Section 1.1, thirty one (31) days after the start of their employment with the Employer or the effective date of this Agreement, whichever is later, 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. Employees holding bona fide religious objections to the payment of a service fee to the Union, may satisfy the obligation of this Section by contributing an equivalent sum of money to a charitable organization of their choice and must present to the Union Treasurer a copy of the receipt for said donation.

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 costs of administering and negotiating this Agreement. All employees have the right to 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 or not the employee is a member of the Union.

Section 3.3. Check-off.

- A. During the life of this Agreement, the Employer agrees to deduct Union membership dues and initiation fees or the service fee equivalent from the pay of each employee, provided the employee has filed with the Employer a proper check-off 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 deducting such Union dues, service fees, and/or initiation fees. The Employer agrees to provide this check-off service without charge to the employees or the Union.
- C. Upon receiving a properly executed check-off authorization form, the Employer shall deduct dues, initiation, or service fees, as applicable, from that employee's pay. The Employer shall return all check-off authorization forms to the Union that has not been properly signed by the employee.

Should an employee, for any reason, fail to sign a dues or service fee check-off 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. Deductions for dues, initiation and services fees for any calendar month shall be made from the first (1st) pay period of the month, provided the employee has sufficient net earnings to cover the dues and/or initiation fee. Any change in the amount of deduction for an individual must be submitted in writing to the

Personnel Office 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 (15th) day of each month, along with a list of employees and the amounts of their respective deductions.

- E. In cases where a deduction is made which duplicates a payment already made to the Union by an employee, or where a deduction is not in conformity with the provisions of the Union Constitution and By-Laws, refunds to the employee will 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 REPRESENTATION

Section 4.1. Grievance Representatives. The Employer hereby agrees to recognize four (4) Stewards and four (4) alternate Stewards whose duties shall be limited to the administration of this Agreement including the investigation and processing of grievances. Not more than one (1) Steward shall be involved in each situation.

Section 4.2. Union Affiliate Access. An authorized non-employee representative of the Union may be permitted to enter the Employer's premises during regular business hours to assist in settling a grievance, provided, however, that such representative first arrange his/her visit by appointment with the Human Resources Director or his/her designated representative.

Section 4.3. Notification of Representatives. The Union shall furnish the Employer with the names of its authorized representatives and of all changes in such representation that may occur from time to time.

Section 4.4. Contract Negotiations. The Employer agrees that up to four (4) employees shall be authorized to meet and confer with the Employer during contract negotiations without loss of pay. Additional employees may take time without pay, or use accumulated vacation or personal leave for time spent in negotiations.

Section 4.5. Super Seniority for Stewards. The Chief Steward and Stewards shall have super-seniority on the seniority list for purposes of layoff and recall, with the Chief Steward being considered the most senior among the Stewards, provided that they are qualified and capable of performing the remaining work.

ARTICLE V  
SPECIAL CONFERENCES

Section 5.1. Special Conferences. Special conferences for important matters of mutual concern not subject to the grievance and arbitration procedure under this Agreement, will be arranged between the Employer, the Grievance Representatives 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 VI  
GRIEVANCES

Section 6.1. Definition of Grievance. For purposes of this Agreement, a grievance shall be defined as a complaint by an employee covered by this Agreement or the Union concerning the application and interpretation of a specific provision or provisions of this Agreement as written. 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.

Section 6.2. Grievance Procedure. 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. Grievances shall be processed in the following manner:

Step 1:           Verbal Procedure. An employee with a complaint 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 2:           Written Procedure. If the complaint is not satisfactorily resolved in Step 1, it shall be reduced to writing on a regular grievance form provided by the Union, signed by the employee or a Union representative and presented to the employee's Health Department Division head and Health Officer within five (5) working days of the Step 1 answer. The Health Department Division Head and Health Officer or designee shall answer in writing the written grievance within five (5) working days of its receipt.

Step 3: If the grievance is not satisfactorily resolved in Step 2, the Union may, within five (5) working days after receipt of the Health Officer's answer in Step 2, contact Human Resources to arrange a meeting on the grievance. This meeting shall be held within five (5) working days of the request unless an extension of the time is mutually agreed to by the parties. If the grievance is not settled at this step the matter may be submitted to arbitration as provided for elsewhere in this Agreement.

Section 6.3. Time Limitations. The time limits established in the grievance procedure shall be followed by the parties hereto unless mutually extended. If the Union fails to present a grievance in time or to advance it to the next step in a timely manner, it shall be considered to be withdrawn. If the time procedure is not followed by the Employer, the grievance shall automatically advance to the next step, but excluding arbitration.

Section 6.4. Time Computation. Saturdays, Sundays and holidays shall not be counted under the time procedures established in the grievance procedure.

Section 6.5. Lost 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 adjustment made shall be retroactive to the beginning of the pay period providing the employee files their grievance within five (5) working days after receipt of such pay. 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 6.6. Lost Time. The Employer will grant a necessary and reasonable amount of time during straight time working hours to the Grievance Representatives who must necessarily be present for direct participation in grievance adjustments with management. Such representatives 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 written warning, to disciplinary action.

Section 6.7. 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.

## ARTICLE VII ARBITRATION

Section 7.1. Arbitration Request. If the grievance is not settled in Step 3 of the grievance procedure the Union may submit written notice of its intent to arbitrate within ten (10) working days following receipt of the Employer's Step 3 response, unless extended by mutual agreement. Each grievance submitted to arbitration shall be submitted to the Federal Mediation and Conciliation Service (FMCS) in accordance with its voluntary rules and procedures.

Section 7.2. Selection of Arbitrator. The Union and the Employer shall, by mutual agreement, select one (1) arbitrator who shall hear and 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 arbitrators submitted by the Federal Mediation and Conciliation Service.

Section 7.3. Expense of Arbitrator. The 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 equally by the Union and the Employer. 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 grievants, if there is more than one, and a Grievance Representative shall be allowed to attend the arbitration without loss of pay. In the case of a class action, the Chief Steward shall be recognized as the grievant. Each party shall pay the expenses, wages, and any other compensation of its own witnesses.

Section 7.4. Arbitrator's Powers. The arbitrator shall have no power 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 7.5. Appeal. The arbitrator's decision shall be final and binding upon the Union, the Employer, and employees in the bargaining units.

## ARTICLE VIII STRIKES AND ILLEGAL ACTIVITIES

Section 8.1. No Strike Pledge. The Union therefore agrees that neither it nor its officers, representatives or members shall, for any reason whatsoever, directly or indirectly, call, sanction, counsel, encourage or engage in any strike, walk-out, slow-down, sit-in, or stay-in; nor shall there be any concerted failure by them to report for duty; nor shall they absent themselves from work, abstain in whole or in part from

the full, faithful and proper performance of their duties, including the care of any patient, or picket the Employer's facilities. This section shall not preclude the Union or any employee or employees from appealing to the public in other legitimate ways.

Section 8.2. Penalty. Any employee who violates the provisions of Section 8.1, shall be subject to discipline by the Employer, up to and including discharge. Any appeal to the grievance procedure regarding discipline imposed for a violation of Section 8.1 shall be limited to the question of whether the employee or employees did in fact engage in any activity prohibited by Section 8.1.

## ARTICLE IX DISCIPLINE

Section 9.1. Just Cause. The Employer shall not discharge or lay off for disciplinary reasons any non-probationary employee except for just cause. It is mutually agreed that progressive discipline for minor offenses should be employed and therefore the employee shall first receive an oral and a written warning notice before more severe discipline is issued. The Union acknowledges, however, that a warning notice, whether verbal or written, need not be issued first for major infractions. Discharge must be by proper written notice to the employee and the Union, with a copy to the designated bargaining representative, citing specific charges against such employee.

Section 9.2. Expedited Grievance. Should a non-probationary employee who has been discharged or given a disciplinary layoff consider such discipline to be improper, a grievance may be processed initially at Step 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.

Section 9.3. Discharge or Suspension. The discharged or suspended employee will be permitted to review his/her discharge or suspension with his/her Steward and the Employer designate before he/she is required to leave the property of the Employer. Upon request, the Employer or his/her designated representative may discuss the discharge or suspension with the employee and the Steward.

Section 9.4. Criminal Offense. When an employee is charged with a criminal offense and after investigation, a warrant is not issued by the Prosecuting Attorney against the employee, no suspension without pay shall result.

Section 9.5. Record. An employee who maintains an offense-free record for a period of one (1) year shall not have any prior minor offenses used for purposes of subsequent disciplinary action or promotional opportunities under the collective bargaining agreement. The Employer reserves the right to utilize the memoranda for other legitimate reasons.

## ARTICLE X SENIORITY

Section 10.1. Definition of Seniority. Seniority shall be defined to mean the length of the employee's service with the Employer from the employee's most recent date of hire, pro-rated for regular part time service. Bargaining unit seniority shall mean the total amount of service, pro-rated for regular part time employment, within the bargaining unit since the employee's most recent date of hire in the bargaining unit. Employees who leave the bargaining unit to take another position with the Employer, shall retain their bargaining unit seniority, but shall not accrue bargaining unit seniority while employed outside of the bargaining unit. Employees who are employed on the same date shall be placed on the seniority list by draw.

### Section 10.2. Probationary Period.

- A. All new regular full time employees included in the bargaining unit set forth in Section 1.1 shall be considered to be on probation and shall have no seniority for the first six (6) months of employment, after which time their seniority shall relate back to their last date of hire.
- B. All regular part-time employees included within the bargaining unit set forth in Section 1.1 shall be considered to be on probation and shall have no seniority for the first nine (9) months of employment, after which time their seniority shall relate back to their last date of hire.
- C. The Union shall represent probationary employees for the purpose of collective bargaining, however probationary employees may be laid off, recalled, disciplined, or discharged at the Employer's discretion without regard to any provision of this Agreement and without recourse to the Grievance or Arbitration Procedures set forth in this Agreement. There shall be no seniority among probationary employees.
- D. During the probationary period an employee shall be eligible for employee benefits unless expressly provided otherwise in this Agreement.

Section 10.3. Seniority List. The Seniority List on the date of this Agreement shall show the names, classifications, and bargaining unit seniority 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 10.4. Loss of Seniority. An employee's seniority with the Employer shall terminate for any of the following reasons:

- A. If he/she quits or retires;

- B. If he/she is discharged and the action is not reversed through the grievance procedure;
- C. If he/she is absent from work for three (3) consecutive working days, unless a satisfactory reason for such absence is given;
- D. If he/she fails to return on the required date following an approved leave of absence, vacation or disciplinary layoff, unless a satisfactory reason for such absence is given;
- E. If he/she makes an intentionally false and material statement on his/her employment application or on an application for leave of absence;
- F. If the Employer's operations are permanently discontinued.

## ARTICLE XI LAYOFF AND RECALL

### Section 11.1. Layoff Procedure.

- 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. Layoff of employees shall be by classification, and the following order shall be followed; provided the remaining employees have the ability to perform the work required.
  - 1. Temporary employees.
  - 2. Probationary employees.
  - 3. Remaining seniority employees within the classification affected shall then be laid off in the reverse order of their bargaining unit seniority.
- B. Upon being laid off from their classification an employee who so requests shall, in lieu of layoff, be permitted to take a position in another equal or lower classification provided, however, that they have more bargaining unit seniority than the employee they are to replace, and that they are able to perform the required duties of the position. In this event, the employee shall be given a sixty (60) calendar day trial in which to qualify on their new job. The Employer shall give the employee every 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 their years of service.
- C. Upon receiving his/her layoff notice, the employee who wishes to bump to another position/classification shall have three (3) work days to notify the Employer of such decision. Any employee who is displaced by a laid off



employee who exercises his/her option to bump, shall also have the right to take another position/classification at an equal or lower grade level in lieu of layoff according to the terms of Section B above.

- 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 and Union shall receive a list from the Employer of the employees being laid off on the same date the notices are issued to the employees.

Section 11.2. Temporary Reduction of Work Force. 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 80% of each employee's regular work week before any employees are laid off.

Section 11.3. Recall.

- A. The order of recalling laid off employees shall be in the inverse order in which the employees were laid off.
- B. Notices of recall shall be sent by certified or registered mail, or telegram, 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 of additional information to guarantee receipt of notice of recall. A recalled employee shall give notice of their intent to return to work within three consecutive calendar days of receipt of notice and shall then return within seven (7) calendar days or their employment shall be terminated, unless an extension is granted by the Employer.
- C. 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 three (3) days, and the employee passed over (because of their inability to return to work immediately) will be given notice to report for work at the end of the said three (3) day period.

Section 11.4. Recall Rights.

- A. An employee with less than five (5) years seniority shall remain on layoff status for a period of one (1) year or the length of his seniority, whichever is less; at the end of which time they shall be considered terminated, and shall be paid 50% of their frozen sick leave bank.

- B. An employee with five (5) or more years seniority shall remain on layoff status for a period of two (2) years; at the end of which time they shall be considered terminated, and shall be paid 50% of their frozen sick leave bank.

## ARTICLE XII HOURS OF WORK

Section 12.1. Work Week and Work Day. The regular schedule of an employee's work week shall consist of thirty-seven and one half (37-1/2) or forty (40) hours per week, and seven and one-half (7 1/2), eight (8), or ten (10) hours per day, Monday through Friday.

The County reserves the right to change the workweek and workday schedule and starting and quitting times for any employee or employees whenever operating conditions warrant such changes. Whenever possible, the Union shall be notified in advance of any changes with a statement explaining such changes.

Hours worked in excess of the employee's regularly scheduled hours may be subject to pay or compensatory time under the guidelines of Sections 12.4 and 12.5, however shall not affect the level of insurance and leave benefits provided by the Employer.

Employees may make a request for flexible working hours or job sharing to their supervisor or Division Head. Such scheduling shall require the Division Head's approval, who will provide notice to the Union before implementation, and must be in keeping with good customer service and the smooth operation of the department.

Section 12.2. Lunch and Rest Periods. All employees shall receive a paid fifteen (15) minute rest period in the first half of their normal workday and a paid fifteen (15) minute rest period in the second half of their normal workday, with a minimum of one-half (1/2) hour to a maximum one (1) hour unpaid lunch period. Lunch and rest periods shall be scheduled by the Division Head and may be staggered when necessary to provide coverage.

Section 12.3. Overtime Work. If requested to work overtime, an employee will be expected to do so unless they are excused for good cause. Where possible, available overtime hours shall be posted for volunteer signup. In the event that more individuals volunteer than are needed, preference will be given to the individual(s) with the most seniority. Should there be inadequate volunteers, then the work shall be assigned in reverse order of seniority on a rotating basis.

Section 12.4. Overtime Pay. Overtime payment shall be made under the following conditions:

- A. The employee identified as FLSA Covered in the Classification Plan appended to this Collective Bargaining Agreement is eligible for such pay under the Fair Labor Standards Act.
- B. Approval of the Division Head must be received in advance of working the overtime except when emergencies require otherwise.
- C. All work performed which is in excess of forty (40) hours in any one workweek shall be at the rate of time and one-half (1 ½) of the regular hourly rate excluding all forms of premium pay.

Section 12.5. Call-In/Call Back Pay. Employees of the bargaining unit will be paid a minimum of two (2) hours at the rate of time and one-half when called-in or called back to work.

Section 12.6. Compensatory Time. Compensatory time may be awarded in lieu of overtime payment by mutual agreement between the employee and the Division Head and shall be granted under the guidelines of Section 12.4, subject to a maximum accumulation of forty (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 Division Head.

Regular full time professional employees covered by this Agreement and identified as FLSA Exempt in the Classification Plan appended to this Collective Bargaining Agreement shall be granted compensatory time off at the straight time rate for all hours worked in excess of their regularly scheduled hours, however such time is not a benefit to be converted to cash, and employees who leave employment shall not receive payment for such bank.

Section 12.7. Shift Premium. 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 3:00 p.m. Employees assigned to Animal Control shall not have their shifts altered except for conversion to summer and winter schedules where the later shift may be altered by up two (2) hours. Such conversion of shifts shall occur with the change in Daylight Savings Time.

## ARTICLE XIII LEAVES 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 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. Leaves that qualify under the Family Medical Leave Act require the employee to use all paid leave available to them before going on unpaid leave.

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 doctor's certificate that the employee is unable to work and the reason therefore. Employees returning to work must present a doctor's statement indicating the employee's ability to return to the job. Accumulated sick leave may be used for such leave until exhausted.

Health insurances will be continued for one month following the beginning of an unpaid non-FMLA medical leave. Non FMLA leaves in excess of one month will require the employee to reimburse the Employer to continue such coverage under the group.

Section 13.3. Military Leave.

- A. Whenever 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 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 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.

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 or its affiliate representative. The number will not exceed two (2) employees at any one (1) time, and the number of working days will not exceed six (6) in any one (1) calendar year.

Section 13.6. Educational Leave. Any employee wishing to further his/her education in his/her career with the County 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 his/her 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 (6) months to begin at birth or date of adoption. Accumulated vacation 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 his/her parental leave shall be terminated.

Section 13.8. Bereavement Leave.

- A. When death occurs in an employee's immediate family, i.e. spouse, children, parent, brother, sister, grandparents, mother-in-law, father-in-law, brother-in-law, grandchildren, sister-in-law, or a member of the employee's immediate household, the employee, on request, will be excused with pay for any of the first three (3) normally scheduled work days from the date of death through the date of the funeral/memorial service, provided they attend the funeral/memorial service. The use of said three (3) paid bereavement leave days may be adjusted in conjunction with the death and the funeral/memorial service, however shall not exceed a total of three (3) paid bereavement leave days for both.

Additional time off without pay may be granted upon the approval of the appropriate Division Head.

- 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.

Section 13.9. Personal Leave. Each regular full time employee and regular part time employee (on a pro-rated basis) shall be granted seven (7) days of personal leave each year in the first pay period which is paid in December. New hires shall receive an initial pro-rated amount of leave upon completion of six (6) months of continuous employment with Grand Traverse County. Employees who have not completed six (6) months of continuous employment as of the beginning of the pay period which is paid in December shall not receive leave for the prior year, however shall receive the full seven (7) days for the new year upon completion of the six (6) months of employment.

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 one-half ( $\frac{1}{2}$ ) hour increments. Claim for payment must be submitted on a form provided by the Employer.

Any balance left following the last full pay period paid in November shall be paid at the employee's prevailing hourly rate on the first paycheck in December.

Section 13.10. Sick Leave. Those employees who have a sick bank as of December 31, 1989, shall have said bank frozen. This bank may be used in the following instances:

- A. For absences due to illness after the personal days have been exhausted.
- B. For the first seven (7) days when an employee qualifies for the Short Term Disability.
- C. When an employee qualifies for Short-Term disability insurance, but chooses to use their frozen sick bank first.

Any balance left upon retirement (as defined in Section 17.4) or upon death shall be paid at the rate of one half (1/2) of any unused days at the prevailing hourly rate of the employee.

Section 13.11. Committee Service. The Health Officer may approve the absence of a full time employee, without loss of pay, to serve on special committees of a community or public health groups such as fund drives for United Way, American Red Cross, National Cancer Society and various committees of the Michigan Public Health Association.

## ARTICLE XIV LONGEVITY BONUS

Section 14.1. General Conditions.

- A. Longevity will be paid by separate check, lump sum, on the first pay date in December to all regular full time employees and regular part time employees hired into the bargaining unit prior to January 1, 2005.
- B. 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.
- C. Election by an employee of Plan B or Plan C (existing longevity plan described in Section 14.3), where applicable, is irrevocable.
- D. 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.

Section 14.2. Longevity Plan B.

- A. All regular full-time employees, or regular part time employees on a pro-rated basis, hired on and after January 1, 1990, through December 31, 2004, were automatically assigned to this plan.
- B. After completion of five (5) years of seniority (service date), the employee shall receive a fifty dollar (\$50.00) longevity bonus.
- C. In December of the sixth and succeeding years thereafter, fifty dollars (\$50.00) annually will be added to the longevity pay bonus with no maximum limit.

For example:           After 5 years: \$50.00  
                              After 6 years: \$100.00  
                              After 7 years: \$150.00

Section 14.3. Longevity Plan C: (Old Plan):

- A. For those regular full time employees, and regular part time employees on a pro-rated basis, hired prior to January 2, 1990, and who select Plan C on the "Employee Election of Longevity Pay Plan" prior to January 30, 1990, a longevity bonus shall be payable as described below.
- B. After completion of five (5) years of seniority (service date), the employee shall receive a longevity bonus as defined in the following table:

| <u>Years of Service</u> | <u>Benefit</u> |
|-------------------------|----------------|
| 5 thru 8                | \$300.00       |
| 9 thru 12               | 450.00         |
| 13 thru 16              | 600.00         |
| 17 and up               | 750.00         |

ARTICLE XV  
HOLIDAYS

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

|                      |                           |
|----------------------|---------------------------|
| New Year's Day       | Thanksgiving Day          |
| President's Birthday | Friday after Thanksgiving |
| Good Friday          | Christmas Eve Day         |
| Memorial Day         | Christmas Day             |
| Independence Day     | New Years Eve Day         |
| Labor Day            | 2 Floating Holidays       |
| Veteran's Day        |                           |



Section 15.2. Holiday Eligibility. 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. Have worked in full, when scheduled, the Employer's regular scheduled straight time work day prior to, and the Employer's regularly scheduled straight time work day subsequent to the holiday, unless on authorized paid leave.

Section 15.3. Holidays During Other 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 15.4. Celebration of Holidays.

- 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 (1-½) 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.
- 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. 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.

Section 15.5. 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 15.6. Employees Who Don't Work As Scheduled. 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, unless otherwise excused by the Employer.

Section 15.7. Floating Holidays. Two (2) floating holidays (pro-rated for regular part time employees) shall be credited to the employee in the first pay period of the

calendar year. Employees who are hired during the year shall not receive the floating holiday until the following January. Such holidays shall not accrue from year to year or be paid out for any reason. Employees are responsible for scheduling the day off with their supervisor far enough in advance to be assured that they will be able to use the day before the end of the year.

ARTICLE XVI  
VACATIONS

Section 16.1. Vacation Accrual. 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 hours.
- B. An employee's vacation eligibility year shall be defined as the twelve (12) month period immediately preceding the employee's anniversary date of hire, and in yearly periods thereafter, and such vacation shall be accrued on a biweekly basis in accordance with the following schedule.

C.

| Years of Service           | Days per Year | Hrs. Per Year<br><u>(37 ½ Hr. Week)</u> | Hrs. Per Year<br><u>(40 Hr. Week)</u> |
|----------------------------|---------------|-----------------------------------------|---------------------------------------|
| Less than 3 years:         | 10            | 75                                      | 80                                    |
| 3 but less than 5 years    | 12            | 90                                      | 96                                    |
| 5 but less than 10 years:  | 15            | 112.5                                   | 120                                   |
| 10 but less than 15 years: | 17            | 127.5                                   | 136                                   |
| 15 but less than 25 years: | 20            | 150                                     | 160                                   |
| 25 or more years:          | 25            | 187.5                                   | 200                                   |

- D. For those employees hired prior to January 2, 1990, and who select Plan B on the "Employee Selection of Vacation Plan" form by January 30, 1990, the vacation schedule shall be as follows:

| Years of Service         | Days per Year | Hrs. Per Year<br><u>(37 ½ Hr. Week)</u> | Hrs. Per Year<br><u>(40 Hr. Week)</u> |
|--------------------------|---------------|-----------------------------------------|---------------------------------------|
| Less than 3 years:       | 12            | 90                                      | 96                                    |
| 3 but less than 6 years: | 15            | 112.5                                   | 120                                   |
| 6 or more years:         | 20            | 150                                     | 160                                   |

Section 16.2. Scheduling 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.

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.

Section 16.4. Illness During Vacation. If an employee becomes ill and/or is under the care of a doctor during his/her vacation, he/she may choose to use personal leave rather than vacation leave for that period of time. A doctor's statement may be required by the Employer.

## 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. Regular part time employees who elect to do so may be covered, with the County covering the prorated 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.

Said insurance shall be substantially equivalent to the benefits in effect on January 1, 2005, with the Priority Health Maintenance Organization, including the \$10 office visit co-pay, the prescription drug co-pay as described in the Certificate of Coverage, and the freestanding Vision and Dental Plans, under the guideline that such coverage does not duplicate existing insurance coverage of the employee or the employee's spouse. Effective March 1, 2005, the prescription drug co-pay will be increased to \$10 / \$40 with a mail order prescription drug program (90-day supply for one co-pay).

Employees who are otherwise entitled to health insurance coverage under this Section, shall have the option of receiving an annual payment in lieu of such coverage in accordance with the Employer's policy.

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.

Employees who retire from County employment (as defined in Section 17.4) may remain on the Employer's group health plan by reimbursing the Employer for the full

premium (or illustrative rate in lieu of). At Medicare age, the Employer will cover the cost of the Medicare supplement for the retiree only. Retirees may cover eligible spouses or dependents by reimbursing the County the full amount of the premium for those individuals.

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. Workers Compensation. Each employee will be covered by the applicable worker's compensation laws and the Employer further agrees that an employee, if eligible for worker's compensation, may elect to receive in addition to their worker's compensation benefits, twenty percent (20%) of their regular gross pay, to be paid by the Employer from the employee's accumulated leave only a sum sufficient to make up the difference between the worker's compensation benefits received and their regular weekly income based on their regularly scheduled work week.

Section 17.3. Unemployment Compensation.

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 (1) time irrevocable decision to contribute three percent (3%) of their wages to the plan, and if the employee chooses to contribute three percent (3%), the Employer will contribute an additional three percent (3%). Employees will be vested twenty-five percent (25%) after three (3) years of service, fifty percent (50%) after four (4) years, seventy-five percent (75%) after five (5) years, and be fully vested after six (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 B-4 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.

Section 17.5. Other Retirement-Related Benefits.

Age sixty (60) with six (6) years of service, or age fifty-five (55) with twenty-five (25) years of service, shall be considered as age of retirement for payment of other retirement-related benefits such as (but not limited to) payout of frozen sick banks and eligibility for the Employer's retiree group for health insurance.

Section 17.6. Short-Term Disability.

All regular full time employees and regular part time employees on a prorated basis, including those on paid leave, shall be eligible for short term disability, said insurance to be effective the first of the month following six (6) months of service. This insurance shall provide, at a minimum, sixty-six and two-thirds percent (66 2/3%) of the employee's regular weekly wage for up to twenty-six (26) weeks per occurrence for absences due to approved injury or illness. The coverage shall begin on the eighth (8th) day following injury or illness. Health insurance provided by the Employer shall continue during the duration of this coverage.

Section 17.7. Life 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. Such insurance shall be in the amount of \$5,000 Life and \$5,000 Accidental Death and Dismemberment. Effective as soon as possible after ratification insurance coverage shall be increased to an amount equal to the employee's annual salary, with a minimum of \$20,000.

ARTICLE XVIII  
VACANCY, TEMPORARY TRANSFER & PROMOTION

Section 18.1. Preference for 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. Factors for Promotion. The Department Head will exercise final appointing authority for promotions of employees under this article, and shall not be arbitrary or capricious.

The following factors shall be considered in determining the selection.

- A. Knowledge, training and ability to do the work.
- B. Attendance records and performance evaluations.
- C. Physical qualifications.
- D. Where general qualifications are relatively equal seniority will prevail.

Results of any examinations taken for the purpose of filling a vacancy shall be available.

Section 18.3. Rate of Pay in 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. Orientation Period. The employee who is promoted (within or outside of the bargaining unit) shall serve a six (6) month orientation 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. Temporarily Filling A 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.

If an employee is promoted temporarily to fill the major functions of a higher classification, he/she shall be compensated at the higher classification.

Section 18.6. New Classifications. 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.

ARTICLE XIX  
MISCELLANEOUS

Section 19.1. No Discrimination. There shall be no discrimination by the Employer or the 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 only 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: Public Services Building and the Health Services Building.

Section 19.5. Joint Health and Safety Committee. The parties to this Agreement shall establish a Joint Health and safety Committee consisting of one (1) representative of the Union, one (1) representative of the Department involved, and one (1) representative of the Board of Commissioners. All Health and Safety issues and complaints will be handled by the Health and Safety Committee.

Section 19.6. 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. A \$200 car allowance will be paid at the end of the year to an employee who drives his private vehicle 5,000 miles or more on County business.

Section 19.7. Tuition Reimbursement. Employees who have completed twelve (12) months of regular employment with the County, and who receive prior approval for educational courses relating to their job performance may receive tuition reimbursement from the Employer at the rate of 50% upon completion of the course with documentation of a passing grade of C or better, limited to eight (8) credit hours per semester or term. This benefit would be subject to any increase approved by the Board of Commissioners.

Section 19.8. C.E.U.s. The Employer agrees to pay for the cost of C.E.U.s for Nurses (RNs and LPNs), Sanitarians, Registered Dietitians, Registered Dietician Techs and Animal Control Officers for approved conferences.

Section 19.9. Professional Practice Committee. The parties to this Agreement shall establish a Professional Practice Committee consisting of three professional staff, one Manager, and the Administrator/Health Officer to meet as requested by either party to

discuss professional practice issues. A summary of the meeting shall be forwarded to the Union's Business Representative.

Section 19.10. Winter Wear and Lab Coats.

The Employer will provide Sanitarians winter wear (excluding shoes or boots) which will be replaced as needed. The Employer further agrees to provide Clinic Staff (RNs, LPNs, Dieticians) and Health Educators with lab coats which will be evaluated and replaced as needed.

Section 19.11. Smoking.

Employees are not permitted to smoke on paid time, nor in County vehicles or on County property.

ARTICLE XX  
WAIVER

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 Clause. It is the intent of the parties hereto that the provisions of this Agreement, which supersedes all prior agreements and understandings, oral or written, express or implied, between such parties, shall govern their entire relationship and shall be the sole source of any and all rights or claims 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.

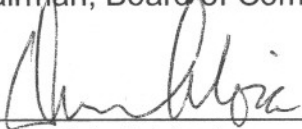


ARTICLE XXI  
TERMINATION

This Agreement shall be effective on the first day of January 2005, and shall remain in full force and effect until the 31st day of December 2007. The economic package shall be automatically renewed from year to year thereafter unless either party notifies the other, in writing, at least one hundred fifty (150) days prior to the end of the year that it desires to modify the economic package. The contract shall be automatically renewed from year to year thereafter unless either party notifies the other, in writing, at least one hundred fifty (150) days prior to the anniversary date that it desires to modify this Agreement.

FOR THE EMPLOYER:

  
\_\_\_\_\_  
Chairman, Board of Commissioners

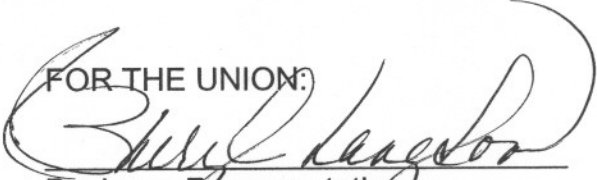
  
\_\_\_\_\_  
County Administrator

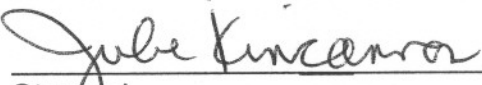
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\_\_\_\_\_

Dated: 6-10-05

FOR THE UNION:

  
\_\_\_\_\_  
Business Representative

  
\_\_\_\_\_  
Steward

  
\_\_\_\_\_  
Bargaining Committee Member

  
\_\_\_\_\_  
Bargaining Committee Member

Dated: 5-31-05

GRAND TRAVERSE COUNTY HEALTH DEPARTMENT ASSOCIATION  
CLASSIFICATION PLAN

FLSA covered:

- C: Office Clerk  
Personal Health Technician: Vision & Hearing
- D: Account Clerk  
Office Specialist  
Environmental Health Technician I  
Secretary
- E: Account Clerk Specialist  
Vision/Hearing Coordinator  
Personal Health Technician
- F: Accounting Technician  
Animal Control Officer  
Environmental Health Technician II  
Administrative Secretary  
Licensed Practical Nurse  
Program Counselor
- H: Health Educator

FLSA exempt:

- H: Public Health Nurse I  
Sanitarian I
- I: Public Health Nurse II  
Sanitarian II  
Health Planner  
Dietitian
- J: Coordinator: Health Program  
Environmental Health Coordinator

TEAMSTERS HEALTH DEPARTMENT

EXEMPT Effective January 1, 2005 Increase over 2004: 2.75%

|    | Train 1 | Train 2 | 1      | 2      | 3      | 4      | 5      | 6      |
|----|---------|---------|--------|--------|--------|--------|--------|--------|
| H  | 28,500  | 30,593  | 32,916 | 34,418 | 35,965 | 37,645 | 39,324 | 41,133 |
| H* | 30,400  | 32,633  | 35,110 | 36,712 | 38,363 | 40,155 | 41,946 | 43,875 |
| I  | 30,462  | 32,760  | 35,240 | 36,843 | 38,496 | 40,280 | 42,114 | 44,028 |
| I* | 32,492  | 34,944  | 37,589 | 39,300 | 41,063 | 42,965 | 44,921 | 46,963 |
| J  | 32,606  | 35,062  | 37,696 | 39,402 | 41,184 | 43,070 | 45,010 | 47,124 |
| J* | 34,780  | 37,400  | 40,209 | 42,029 | 43,930 | 45,942 | 48,010 | 50,265 |

EXEMPT Effective January 1, 2006 Increase over 2005: 2.25%

|    | Train 1 | Train 2 | 1      | 2      | 3      | 4      | 5      | 6      |
|----|---------|---------|--------|--------|--------|--------|--------|--------|
| H  | 29,141  | 31,281  | 33,657 | 35,192 | 36,775 | 38,492 | 40,209 | 42,059 |
| H* | 31,084  | 33,367  | 35,900 | 37,538 | 39,226 | 41,058 | 42,890 | 44,863 |
| I  | 31,147  | 33,497  | 36,033 | 37,672 | 39,362 | 41,186 | 43,061 | 45,018 |
| I* | 33,223  | 35,730  | 38,435 | 40,184 | 41,987 | 43,932 | 45,932 | 48,020 |
| J  | 33,340  | 35,851  | 38,544 | 40,288 | 42,111 | 44,039 | 46,022 | 48,184 |
| J* | 35,563  | 38,241  | 41,113 | 42,974 | 44,918 | 46,975 | 49,090 | 51,396 |

EXEMPT Effective January 1, 2007 Increase over 2006: 2.25%

|    | Train 1 | Train 2 | 1      | 2      | 3      | 4      | 5      | 6      |
|----|---------|---------|--------|--------|--------|--------|--------|--------|
| H  | 29,797  | 31,985  | 34,414 | 35,984 | 37,602 | 39,358 | 41,114 | 43,005 |
| H* | 31,784  | 34,118  | 36,708 | 38,383 | 40,109 | 41,982 | 43,855 | 45,872 |
| I  | 31,848  | 34,251  | 36,844 | 38,520 | 40,248 | 42,113 | 44,030 | 46,031 |
| I* | 33,971  | 36,534  | 39,300 | 41,088 | 42,931 | 44,920 | 46,966 | 49,100 |
| J  | 34,090  | 36,658  | 39,411 | 41,195 | 43,058 | 45,030 | 47,058 | 49,268 |
| J* | 36,363  | 39,101  | 42,039 | 43,941 | 45,929 | 48,032 | 50,195 | 52,552 |

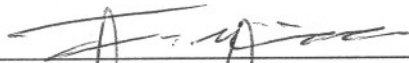
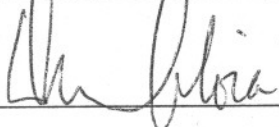
| Effective January 1, 2005 |         |         |       | Increase over 2004: |       |       |       | 2.75% |
|---------------------------|---------|---------|-------|---------------------|-------|-------|-------|-------|
|                           | Train 1 | Train 2 | 1     | 2                   | 3     | 4     | 5     | 6     |
| C                         | 9.40    | 10.09   | 10.85 | 11.34               | 11.86 | 12.40 | 12.97 | 13.58 |
| D                         | 10.04   | 10.79   | 11.62 | 12.15               | 12.72 | 13.28 | 13.87 | 14.52 |
| E                         | 10.72   | 11.56   | 12.43 | 12.99               | 13.60 | 14.21 | 14.85 | 15.55 |
| F                         | 11.49   | 12.37   | 13.30 | 13.91               | 14.54 | 15.20 | 15.90 | 16.65 |
| G                         | 12.65   | 13.61   | 14.63 | 15.28               | 15.99 | 16.74 | 17.51 | 18.27 |
| H                         | 14.56   | 15.63   | 16.82 | 17.60               | 18.38 | 19.25 | 20.10 | 21.01 |
| H1                        | 15.58   | 16.75   | 18.00 | 18.83               | 19.67 | 20.58 | 21.53 | 22.48 |
| I                         | 15.58   | 16.75   | 18.00 | 18.83               | 19.67 | 20.58 | 21.53 | 22.48 |
| Effective January 1, 2006 |         |         |       | Increase over 2005: |       |       |       | 2.25% |
|                           | Train 1 | Train 2 | 1     | 2                   | 3     | 4     | 5     | 6     |
| C                         | 9.61    | 10.32   | 11.09 | 11.60               | 12.13 | 12.68 | 13.26 | 13.89 |
| D                         | 10.27   | 11.03   | 11.88 | 12.42               | 13.01 | 13.58 | 14.18 | 14.85 |
| E                         | 10.96   | 11.82   | 12.71 | 13.28               | 13.91 | 14.53 | 15.18 | 15.90 |
| F                         | 11.75   | 12.65   | 13.60 | 14.22               | 14.87 | 15.54 | 16.26 | 17.02 |
| G                         | 12.93   | 13.92   | 14.96 | 15.62               | 16.35 | 17.12 | 17.90 | 18.68 |
| H                         | 14.89   | 15.98   | 17.20 | 18.00               | 18.79 | 19.68 | 20.55 | 21.48 |
| H1                        | 15.93   | 17.13   | 18.41 | 19.25               | 20.11 | 21.04 | 22.01 | 22.99 |
| I                         | 15.93   | 17.13   | 18.41 | 19.25               | 20.11 | 21.04 | 22.01 | 22.99 |
| Effective January 1, 2007 |         |         |       | Increase over 2006: |       |       |       | 2.25% |
|                           | Train 1 | Train 2 | 1     | 2                   | 3     | 4     | 5     | 6     |
| C                         | 9.83    | 10.55   | 11.34 | 11.86               | 12.40 | 12.97 | 13.56 | 14.20 |
| D                         | 10.50   | 11.28   | 12.15 | 12.70               | 13.30 | 13.89 | 14.50 | 15.18 |
| E                         | 11.21   | 12.09   | 13.00 | 13.58               | 14.22 | 14.86 | 15.52 | 16.26 |
| F                         | 12.01   | 12.93   | 13.91 | 14.54               | 15.20 | 15.89 | 16.63 | 17.40 |
| G                         | 13.22   | 14.23   | 15.30 | 15.97               | 16.72 | 17.51 | 18.30 | 19.10 |
| H                         | 15.23   | 16.34   | 17.59 | 18.41               | 19.21 | 20.12 | 21.01 | 21.96 |
| H1                        | 16.29   | 17.52   | 18.82 | 19.68               | 20.56 | 21.51 | 22.51 | 23.51 |
| I                         | 16.29   | 17.52   | 18.82 | 19.68               | 20.56 | 21.51 | 22.51 | 23.51 |

**LETTER OF UNDERSTANDING**  
*between*  
**THE BOARD OF COMMISSIONERS OF GRAND TRAVERSE COUNTY**  
*and*  
**GRAND TRAVERSE COUNTY HEALTH DEPARTMENT ASSOCIATION**

**WHEREAS** the above parties have entered into an Agreement commencing January 1, 2005, through December 31, 2007.

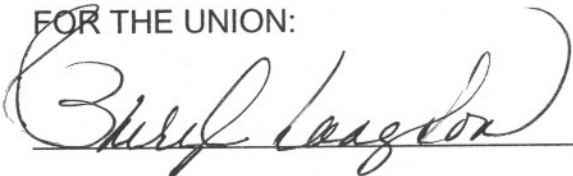
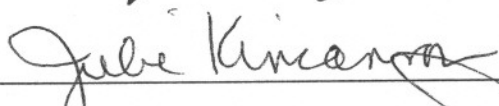
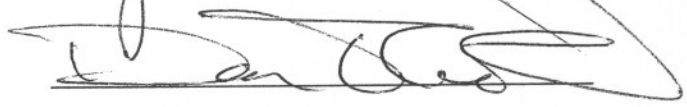
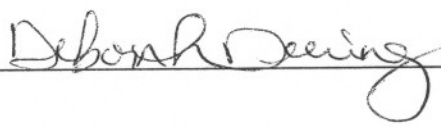
**WHEREAS** it is further agreed that no bargaining unit member will be required to carry a pager. If required to in the future, the parties agree to meet to negotiate compensation.

FOR THE COUNTY:

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

DATE: 6-10-05

FOR THE UNION:

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

DATE: 5-31-05

**LETTER OF UNDERSTANDING**  
*between*  
**THE BOARD OF COMMISSIONERS OF GRAND TRAVERSE COUNTY**  
*and*  
**GRAND TRAVERSE COUNTY HEALTH DEPARTMENT ASSOCIATION**

**CORRECTING THE HEALTH DEPARTMENT ASSOCIATION  
CLASSIFICATION PLAN**

**WHEREAS** the above parties have entered into an Agreement commencing January 1, 2005, through December 31, 2007; and

**WHEREAS** the parties have further mutually agreed that the Grand Traverse County Health Department Association Classification Plan, included as page 29 of the above Agreement, should be updated and amended as follows:

**FSA Covered:**

**Level D**

Remove MIS Operator  
Move Vision/Hearing Coordinator to Level E

**Level E**

(Add Vision/Hearing Coordinator)  
Change Account Clerk Technician to Account Clerk Specialist  
Move Animal Control Officer to Level F

**Level F**

(Add Animal Control Officer)  
(Add Accounting Technician)

**FSA Exempt:**

**Level H**

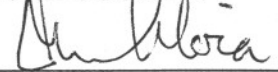
Move Dietitian to Level I

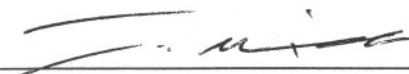
**Level I**

(Add Dietitian)

**THEREFORE**, it is hereby agreed that the Health Department Association Classification Plan be corrected and the updated page be substituted in the current Agreement which will expire on December 31, 2007.

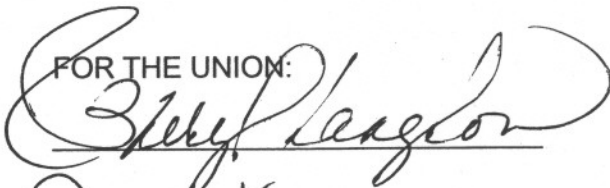
FOR THE COUNTY:

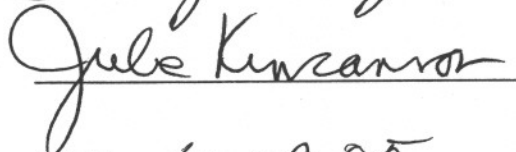
  
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\_\_\_\_\_

DATE: 7-5-05

FOR THE UNION:

  
\_\_\_\_\_

  
\_\_\_\_\_

DATE: 6-28-05