

ROUTING SHEET

DATE SENT TO COUNTY CLERK FOR FILING 10-4-10

CONTRACT BEGIN DATE: 1-1-10

CONTRACT END DATE: 12-31-13

VENDOR NAME: Teamsters General Labor Contract

INDEX: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

RESOLUTION # 199-2010  
(If unknown, enter date County Board approved the contract 9-29-10 )

APPROVED BY MOTION? \_\_\_\_\_, IF YES, WHEN \_\_\_\_\_

FUND/DEPT/LINE ITEM: \_\_\_\_\_

ORIGINATOR: \_\_\_\_\_

TERMS

FREQUENCY: \_\_\_\_\_ PAYMENT AMT \_\_\_\_\_

ANNUAL AMT: \_\_\_\_\_

NOTES: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\*\*THIS SHEET MUST ACCOMPANY ANY CONTRACT OR AGREEMENT FILED IN THE COUNTY CLERK'S OFFICE.

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, 2010, through December 31, 2013

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## 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.

## 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 subscribe 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 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, Sheriff Employees, Medical Examiners, 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 1/2-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) calendar 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) calendar day period they shall have attained seniority, unless the one hundred and eighty (180) calendar days is extended by mutual agreement of the Employer and the Union.

## **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, discipline and discharge for just cause, 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 County's 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) calendar days after the start of their employment in this bargaining unit 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 equal to the cost of negotiating and administering this agreement, which shall not exceed the amount of the Union dues.

**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 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 or 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 (15<sup>th</sup>) 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 mutually agreed upon. 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.

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 1: 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 2: 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 or his/her designee shall answer the written grievance in writing within five (5) working days of its receipt.
- Step 3: If the matter is not resolved in Step 2, the Union shall, within five (5) working days of the Department Head's (or his/her designee'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. 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 subject to the provisions of Article VIII.

**Section 7.3 Time Limits** The time limits established in the grievance procedure shall be followed by the parties. If the time limits procedure is not followed by the Union the grievance shall be considered settled in accordance with the Employer's last disposition. If the time procedure is not followed by the Employer, the grievance shall automatically advance to the next step, but excluding arbitration unless requested by the Union. The time limits established in the grievance procedure may be extended by mutual agreement, provided it is reduced to writing and the period of extension is specified.

**Section 7.4 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 that he/she 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** It is the intent of the parties to this Agreement that the grievance procedure herein shall serve as a means for the peaceable settlement of all disputes that may arise between them concerning the terms of this Agreement. Recognizing this fact, the Union agrees that during the life of this Agreement, neither the Union, its agents, nor its members will authorize, instigate, aid or engage in work stoppage, slow-down or strike against the Employer. The Employer agrees that during the same period there will be no lockout. Any individual employee or group of employees who violates or disregards the prohibition of this section may be summarily discharged by the Employer without liability on the part of the County Board of Commissioners or Union.

**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) calendar days after receipt of the Step 3 Answer, with written notice to the other party. 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, provided such time limit does not exceed six (6) months from the date the grievance was filed.

**Section 8.2 Arbitration Expenses** The expenses and fees of the arbitrator shall be shared equally by both parties; 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 make arrangements for and pay the expenses of witnesses which are called by them.

**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.

**Section 8.4 Appeal** The Arbitrator's decision shall be final and binding on the Union, on all bargaining unit employees and on the Employer, and there shall be no appeal except in the limited circumstances provided by law.

## **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 include 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 on or outside the Employer's premises upon such discharge or suspension. 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 his/her 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 work force. 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 senior 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 senior employee shall be replaced. Employees who change classification in lieu of layoff shall be paid the salary in accordance with the classification in which they are placed and their years of service.
  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 learn the required duties of the position. The employer shall give the employee reasonable assistance to enable them to learn the new job. The time 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 in which they are placed and their years of service.
  4. The employer shall give the employee reasonable assistance to enable him/her to perform on the new job.



5. When an employee bumps, he/she must accept all hours of the position being bumped into.
- 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 unless such licensing, certification, or registration is a minimum qualification under C. 1.
  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 except in unavoidable emergency situations. 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/she 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 his/her intent to return to work within three (3) consecutive calendar days of receipt of notice and shall then return within ten (10) calendar days of the employer's mailing of notification or recall 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 ten (10) working 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 ten (10) day period.

**Section 10.5 Payout of Sick Leave Bank on Layoff** Employees who are grandfathered under the Sick Leave Plan will be paid fifty (50%) percent of any unused sick leave bank after being 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 regular 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. 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 as expressly provided in this Agreement consistent with plan documents. After an

employee has successfully completed his probationary period of employment, he/she shall become a regular full-time or regular part-time employee. His/her seniority shall start as of his/her last date of hire as a regular employee into this bargaining unit 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 and will furnish the Union an up-to-date list on a monthly basis.

**Section 11.3 Seniority of Chief Steward** Seniority with reference to the Chief Steward 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 as 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 for more than twelve (12) months, or on Workers' Compensation leave for more than 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 thirty (30) calendar 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 (7) 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.
- 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 qualified employee with the lowest number of overtime hours worked on the overtime distribution sheet in the classification and department 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 has 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 (1 1/2) times the number of overtime hours worked, up 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 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 (1) day regularly scheduled on a Saturday or Sunday. Starting time for these employees may be one-half (1/2) hour prior to the opening of a facility.
- 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 cents (35 ¢) per hour for those whose shift requires fifty percent (50%) or more of their time after 10:00 p.m. The Shift premium for Facilities Management

Custodial Staff will be forty cents (40 ¢) per hour for employees whose schedule entails fifty percent (50%) or more of their time to be worked after 4:00 p.m., and forty-five cents (45 ¢) 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. Shift preference based on classification seniority shall be made once each calendar year or more often with vacancies or changes, normally effective on July 1. Request for a change must be made at least two (2) weeks prior to the effective date. Probationary employees shall be included in seniority rotation after completion of probation period.
- D. For purposes of the distribution of overtime, the Employer need not call from the overtime list if the overtime involves hours adjacent to an employee's regular shift, if the time period is less than two (2) hours for that current job assignment.

**Section 12.7 Weather/Safety Closings** In the event the Employer determines that any of the County Offices will not open due to weather or safety conditions, the Employer shall endeavor to give notice of the closure to the media on or before 6:30 a.m. Under such circumstances, employees may use any accumulated leave time or be permitted to make up the time within one (1) 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 any of the County Offices are to be closed early during work hours due to weather or safety conditions, employees who work at such closed office 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 or statements 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 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 may be granted a leave of absence. In no event shall the duration of any leave exceed twelve (12) calendar months unless extended by approval of the Employer or required by law.

- 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 approximate 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 unpaid 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 unpaid leave of absence of of thirty (30) calendar days or more, unless otherwise stated in this contract.
- 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 in writing 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 herein provided to the contrary.
- G. Health insurances shall be continued for one month following the month during which unpaid leave begins unless otherwise provided in this agreement or by law. Leaves in excess of this time shall require the employee to reimburse the employer to continue such medical coverage under the group.
- H. Leaves requested due to illness or medical disability must be accompanied by a physician's certificate that the employee is unable to work. Employees returning to work must present a physician's statement indicating the employee's date of return

with ability to perform the essential functions of the position as required by the Employer. A physician is a duly licensed member of a medical profession who has the medical training and clinical expertise suitable to treat the diagnosed condition. For purposes of mental health or psychiatric conditions, a Psychologist or Psychiatrist may be required to provide the physician's statement, to the extent the specialist has the medical training and clinical expertise to treat the diagnosed condition. Accumulated sick leave may be used for such leave until exhausted.

## **UNPAID LEAVES OF ABSENCE**

### **Section 13.2 Military Leave**

Military leave shall be granted in accordance with applicable State and Federal laws.

- A. Employees who are members of the National Guard, Naval Reserve, Army Reserve, Marine Reserve, Coast Guard Reserve, or Air Corps Reserve and who are called for reserve duty with valid military documentation, shall be entitled to a leave of absence in addition to their 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.

**Section 13.3 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 13.4 Educational Leave** Any employee wishing to further his education in his/her chosen profession may, at the Employer's discretion, be granted educational leave for a maximum of one (1) year without pay. The employee who is granted an educational leave may return to his/her previous classification according to seniority. This leave may be extended by mutual agreement.

**Section 13.5 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.



## PAID LEAVES OF ABSENCE

**Section 13.6 Jury or Witness Duty** Employees shall be granted leave of absence with pay when they are required to report for jury duty or are subpoenaed as a witness, providing they turn over the jury or witness fee 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 13.7 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 up to three (3) normally scheduled working days following the date of death, provided he/she attends the funeral and/or memorial service. 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 13.8 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 for 7.5 hour work day or 64 hours for 8 hour work day) of personal leave each year at the beginning of the pay period that covers the first pay date in December. 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 one-half (1/2) hour increments.

Any balance left (of the eight (8) 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 13.9 Sick Leave** Those employees who have a sick bank may use same 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 (8) personal days have been exhausted.
2. For the first seven (7) calendar days when an employee qualifies for the short term disability insurance.
3. When an employee qualifies for the short term disability insurance, but chooses to use his/her frozen sick bank first in order to receive full pay.

Any balance left upon retirement (as defined in Section 17.5), or upon death, shall be paid at the rate of one half (1/2) of any unused days, up to a maximum of one hundred twenty (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 (pro-rated for regular part-time employees):

New Year's Day	Independence Day	Day After Thanksgiving Day
President's Day	Labor Day	Christmas Eve Day
Good Friday	Veterans' Day	Christmas Day
Memorial Day	Thanksgiving 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. Have worked in full, when scheduled, the employee's regularly scheduled straight time work day prior to and the employee's regularly scheduled straight time work day subsequent to the holiday, unless on authorized paid leave, excluding short term disability or workers' compensation.

**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 Certain Leaves** Holidays occurring during a vacation period, bereavement leave, personal leave, or banked sick leave or compensatory time, 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. In the event that the employee is called in to work on a holiday, he/she shall receive time and one-half (1 1/2) plus holiday pay for the day worked. In the event that a compensatory day off in lieu of the holiday is mutually agreed upon with the called-in employee, the employee shall receive straight time pay for the holiday worked, plus time and one-half (1 1/2), to be applied to compensatory time pursuant to 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 paid day off in lieu of the holiday within one (1) month.

**Section 15.6 Compensation for Holidays** Employees covered by this Agreement who do not work on the designated holidays, and who meet the eligibility requirements hereinbefore set forth, shall be compensated for such holiday on a prorated basis for part-time employees, at the straight time hourly rate, excluding premiums.

**Section 15.7 Compensation for Holiday Scheduled but not Worked** When an employee is scheduled to or agrees to work on one of the 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** One floating holiday shall be credited to the employee as of January 1st, each year (pro-rated for regular part-time employees). Employees who are

hired on or after October 1st shall not be granted the floating holiday for that year. Such floating holiday 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 following schedule (prorated for regular part-time employees), provided they are eligible:

- A. An employee shall be entitled to receive vacation pay as herein set forth if such employee is regular full-time or regular part-time. For regular part-time employees the vacation schedule shall be prorated. Paid sick leave, holidays, or other paid leaves as per Article XIII shall be considered hours worked for purposes of this article.
- B. Vacation shall be accrued on a biweekly basis in accordance with the following schedule, but shall not be available for use until after six (6) months of service:
- 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 (pro-rated for regular part-time employees). Any hours beyond the twenty (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 provide health coverage for all regular full time employees, including those on paid leave, and their families as detailed in Appendix C. The HMO (Health Maintenance Organization) plan, as detailed in Appendix C, will remain as the County's base plan. If the employee chooses any optional plan, the increased premium cost associated with that plan will be the responsibility of the employee. 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 the premium 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 thirty (30) calendar days of employment.

Effective January 1, 2011, all employees covered under the health insurance will participate in a premium cost share as outlined below:

Effective January 1, 2011

- **4% premium cost share** (of the HMO base plan) if the employee participates in the County's Health Initiative (currently HealthbyChoice).
  - In order to qualify for the 4% premium cost share (of the HMO base plan), the employee must complete the online questionnaire (Web MD Health Quotient) prior to October 31, 2010.
- **6% premium cost share** (of the HMO base plan) if the employee does **not** participate in the County's Health Initiative

Effective January 1, 2012

- **6% premium cost share** (of the HMO base plan) if the employee participates in the County's Health Initiative
- **8% premium cost share** (of the HMO base plan) if the employee does **not** participate in the County's Health Initiative

Effective January 1, 2013

- **6% premium cost share** (of the HMO base plan) if the employee participates in the County's Health Initiative

- **8% premium cost share** (of the HMO base plan) if the employee does **not** participate in the County's Health Initiative

Employees who are hired during the middle of a calendar year will automatically be enrolled in the lower premium cost share for the remainder of the year when their coverage becomes effective. Upon hire, employees will still be responsible for participating in the Health Initiative that is currently in effect in order to receive the lower premium cost share for the following year.

The Employer reserves the right to modify the County's Health Initiative and content of the online questionnaire and any completion deadline requirements.

The employee is obligated to pay any applicable cost share whether actively at work or on an approved leave. Failure to make the required cost share payment in a timely manner will result in loss of 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 and as provided for in the plan documents.

#### **Payment in Lieu of Health Care Coverage**

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 two thousand (\$2,000.00) dollars 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. Employees who are insured under a Grand Traverse County health insurance plan provided to their spouse are not eligible for this payment.

Eligibility and benefit provisions are provided subject to plan documents.

The Employer has the right to change the provider and/or plans, provided that substantially equivalent coverage is maintained.

The benefits provided under the health insurance in effect under Appendix C 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 500.3101(1) of the Michigan Compiled Laws.

**Section 17.2 Optical and Dental Insurance** The County will provide to regular employees optical and dental insurance coverage substantially equivalent to the Dental and Vision Plans as detailed in Appendix C. Part-time employees will pay a pro-rated share of the premium based on their regular FTE through payroll deduction.

Eligibility and benefit provisions are provided subject to plan documents.

The Employer has the right to change the provider and/or plans, provided that substantially equivalent coverage is maintained.

**Section 17.3 Workers' Compensation** Each employee will be covered by the applicable workers' compensation laws. The Employer further agrees that an employee, if eligible for workers' compensation, may choose to receive, in addition to his/her workers' compensation benefits, the difference between those benefits and his/her regular net pay, to be paid by the Employer from the employee's sick or personal leave bank. The subsidy will terminate upon the exhaustion of the employee's leave banks.

In addition, the employee's health, dental, optical, and life insurance as specified in this contract will continue to be provided by the employer while the employee is on workers' compensation for a period of up to twelve (12) months.

Any employee who is absent from work due to a work related injury may be required to be examined by a physician and to obtain release to return to work from all treating physicians. A physician is a duly licensed member of a medical profession who has the medical training and clinical expertise suitable to treat the diagnosed condition. For purposes of mental health or psychiatric conditions a Psychologist or Psychiatrist may be required to provide the physician's statement, to the extent the specialist has the medical training and clinical expertise to treat the diagnosed condition.

**Section 17.4 Unemployment** The Employer agrees to provide unemployment insurance coverage in accordance with the law.

**Section 17.5 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 six (6%) percent of wages under the MERS Defined Contribution Plan. Employees may choose to make a one 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 grandfathered under the MERS Defined Benefit Plan shall receive benefits calculated under B4 plan with the F55/25 rider, FAC 3, 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 twenty-five (25) years of service shall be used for determination of age of retirement for payment of benefits under Defined Benefit retirement.

**Section 17.6 Life and AD&D Insurance** All regular full-time and regular part-time employees, including those on paid leave, shall be eligible for term Life Insurance after six (6) consecutive months of service as a regular employee in accordance with the plan



documents. Said insurance shall be in the amount of \$20,000 or one times annual base salary, whichever is greater, for Life and Accidental Death and Dismemberment.

The Employer has the right to change the provider and/or insurance plans, provided that substantially equivalent coverage is maintained.

**Section 17.7 Short Term Disability Insurance** All regular full time employees and regular part time employees shall be eligible for Short Term Disability Insurance, said coverage to be effective the next day following one hundred eighty (180) calendar days of consecutive service as a regular employee in accordance with the plan documents. This coverage shall provide 66 2/3 percent of the employee's regular pre-disability wages for up to one hundred eighty-two (182) calendar days per occurrence for absences due to eligible injury or illness as approved by the insurance carrier. The coverage shall begin on the eighth calendar day following injury or illness. Eligibility and benefit provisions are provided subject to plan documents. Health insurance provided by the employer shall continue during the duration of this coverage. Available paid leave will be used to cover the elimination period before Short Term Disability begins.

The Employer has the right to change the provider and/or insurance plans, provided that substantially equivalent coverage is maintained.

## **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 interested employees are required to submit an application to Human Resources per County procedure.

**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 he/she is 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.

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

**Section 18.3 Pay Rate for Promotion** If the employee's current pay rate is less than or falls within the range for the new class, it shall be adjusted to the step which gives a minimum of four and one-half percent (4.5%) increase, not to exceed the top step of the new classification. Consideration will be given for an extra step in the event the employee was eligible for a step increase within the next six (6) months, under the guideline that the combination of the rate increases shall not exceed ten percent (10%).

**Section 18.4 Probationary Period for Promotion** The Employee who is promoted (within or outside of the bargaining unit) shall serve a six (6) 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) calendar 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 (2) 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 Gender** Reference to the masculine gender may refer to the feminine gender, or vice versa.

**Section 19.2 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 19.3 Union Bulletin Boards** The Employer will provide a bulletin board at each of the following sites: Governmental Center, Public Services Building, Facilities Management Building, Civic Center, and the DPW Shop 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 19.4 Uniforms**

Eleven (11) uniforms and two (2) jackets, one (1) for the spring season and one (1) for the winter season, will be provided for the maintenance employees in the Facilities Management Department and Department of Public Works employees who are required to wear them during their work hours, with the identifying County information displayed. Lifeguards/WSIs will be provided one (1) set of warm ups and two (2) swimsuits, including tanks, shorts, and t-shirt for female employees and shorts and t-shirts for male employees, to be worn during working hours only.

**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 19.5 Health and Safety Committee** All Health and Safety issues and complaints will be handled by the County Safety Committee.

**Section 19.6 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 19.7 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 supersede 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, 2010, and shall remain in full force and effect until the 31st day of December, 2013. This Agreement shall automatically be renewed from year to year thereafter unless either party notifies the other, in writing, ninety (90) days prior to the anniversary date that it desires to modify this Agreement.

The parties further agree that if across the board wage increases for 2012 greater than 1.75% are given to any non-Act 312 Grand Traverse County Bargaining Unit, such increase over 1.75% for 2012 shall also be paid across the board to Teamsters General employees covered by this Agreement; provided, however, that any wage increase included in a bargaining agreement executed prior to September 3, 2010, shall not be the basis for a like increase under this Agreement.

FOR THE EMPLOYER

FOR THE UNION

*Paul J. Roman* 9-30-10  
Chairman  
Board of Commissioners

*Robert V. Donick* 9/22/10  
Robert V. Donick  
Business Representative

*Dennis Aloia* 9.30.10  
Dennis Aloia  
County Administrator

*Suzie McKinnis* 9/22/10  
Bargaining Team Member  
Date

*Jacob Paddock* 9-22-10  
Bargaining Team Member  
Date

*Midge Munn* 9-22-10  
Bargaining Team Member  
Date

*Pat Munn* 9/22/10  
Bargaining Team Member  
Date

*Kevin W. Reddy* 9/22/10  
Bargaining Team Member  
Date

Appendix A

Wage Scales

Teamsters General Unit Payscale

EFFECTIVE JANUARY 1, 2010

1.5% increase over 2009

	Train 1	Train 2	1	2	3	4	5	6
AA	8.54	9.19	9.88	10.30	10.81	11.27	11.81	12.36
A	9.18	9.88	10.62	11.08	11.62	12.12	12.70	13.29
B	9.85	10.58	11.38	11.91	12.42	13.03	13.58	14.19
C	10.55	11.27	12.17	12.71	13.31	13.90	14.53	15.21
D	11.22	12.10	13.04	13.59	14.23	14.86	15.53	16.28
E	12.05	12.95	13.93	14.57	15.23	15.94	16.67	17.41
F	12.87	13.84	14.88	15.56	16.29	17.00	17.79	18.63
F1	14.16	15.22	16.37	17.12	17.92	18.70	19.57	20.49
F2	15.44	16.61	17.86	18.67	19.55	20.40	21.35	22.36
G	14.17	15.26	16.37	17.13	17.92	18.72	19.60	20.50
H	16.30	17.55	18.81	19.70	20.61	21.55	22.53	23.56
H1	19.56	21.06	22.57	23.64	24.73	25.86	27.04	28.27
H2	17.93	19.31	20.69	21.67	22.67	23.71	24.78	25.92
I	17.46	18.73	20.16	21.10	22.09	23.04	24.12	25.19
I2	19.21	20.60	22.18	23.21	24.30	25.34	26.53	27.71

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, 2011

1.5% increase over 2010

	Train 1	Train 2	1	2	3	4	5	6
AA	8.67	9.33	10.03	10.46	10.96	11.44	11.99	12.55
A	9.32	10.03	10.78	11.25	11.79	12.30	12.89	13.49
B	10.00	10.74	11.55	12.09	12.61	13.23	13.78	14.40
C	10.71	11.44	12.35	12.90	13.51	14.11	14.75	15.44
D	11.39	12.28	13.24	13.79	14.44	15.08	15.76	16.52
E	12.23	13.14	14.14	14.79	15.46	16.18	16.92	17.67
F	13.06	14.05	15.10	15.79	16.53	17.26	18.06	18.91
F1	14.37	15.46	16.61	17.37	18.18	18.99	19.87	20.80
F2	15.67	16.86	18.12	18.95	19.84	20.71	21.67	22.69
G	14.38	15.49	16.62	17.39	18.19	19.00	19.89	20.81
H	16.54	17.81	19.09	20.00	20.92	21.87	22.87	23.91
H1	19.85	21.37	22.91	24.00	25.10	26.24	27.44	28.69
H2	18.19	19.59	21.00	22.00	23.01	24.06	25.16	26.30
I	17.72	19.01	20.46	21.42	22.42	23.39	24.48	25.57
I2	19.49	20.91	22.51	23.56	24.66	25.73	26.93	28.13

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, 2012

1.75% increase over 2011

	Train 1	Train 2	1	2	3	4	5	6
AA	8.82	9.50	10.20	10.65	11.16	11.64	12.20	12.77
A	9.48	10.21	10.97	11.45	12.00	12.52	13.12	13.73
B	10.18	10.93	11.75	12.30	12.83	13.46	14.02	14.65
C	10.90	11.64	12.57	13.13	13.75	14.36	15.01	15.71
D	11.59	12.49	13.47	14.03	14.69	15.34	16.04	16.81
E	12.44	13.37	14.39	15.05	15.73	16.46	17.22	17.98
F	13.29	14.30	15.36	16.07	16.82	17.56	18.38	19.24
F1	14.62	15.73	16.90	17.68	18.50	19.32	20.22	21.16
F2	15.95	17.16	18.43	19.28	20.18	21.07	22.06	23.09
G	14.63	15.76	16.91	17.69	18.51	19.33	20.24	21.17
H	16.83	18.12	19.42	20.35	21.29	22.25	23.27	24.33
H1	20.20	21.74	23.30	24.42	25.55	26.70	27.92	29.20
H2	18.51	19.93	21.36	22.39	23.42	24.48	25.60	26.76
I	18.03	19.34	20.82	21.79	22.81	23.80	24.91	26.02
I2	19.83	21.27	22.90	23.97	25.09	26.18	27.40	28.62

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, 2013

1.5% increase over 2012

	Train 1	Train 2	1	2	3	4	5	6
AA	8.95	9.63	10.35	10.81	11.33	11.82	12.39	12.96
A	9.62	10.36	11.13	11.62	12.18	12.71	13.32	13.94
B	10.33	11.09	11.93	12.48	13.02	13.66	14.23	14.87
C	11.06	11.81	12.76	13.33	13.96	14.58	15.24	15.95
D	11.76	12.68	13.67	14.24	14.91	15.57	16.28	17.06
E	12.63	13.57	14.61	15.28	15.97	16.71	17.48	18.25
F	13.49	14.51	15.59	16.31	17.07	17.82	18.66	19.53
F1	14.84	15.96	17.15	17.94	18.78	19.60	20.53	21.48
F2	16.19	17.41	18.71	19.57	20.48	21.38	22.39	23.44
G	14.85	16.00	17.16	17.96	18.79	19.62	20.54	21.49
H	17.08	18.39	19.71	20.66	21.61	22.58	23.62	24.69
H1	20.50	22.07	23.65	24.79	25.93	27.10	28.34	29.63
H2	18.79	20.23	21.68	22.73	23.77	24.84	25.98	27.16
I	18.30	19.63	21.13	22.12	23.15	24.16	25.28	26.41
I2	20.13	21.59	23.24	24.33	25.47	26.58	27.81	29.05

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.

## Appendix B

# Classification Plan

TEAMSTERS LOCAL 214 - GENERAL UNIT  
CLASSIFICATION PLAN  
**Amended 9/3/10**

- AA: Clerical Assistant
- A: Custodian
- C: Office Clerk  
Maintenance Worker Assistant
- D: Account Clerk  
Appraiser I  
Lifeguard/Water Safety Instructor  
Office Specialist  
Secretary  
Sewer & Water Technician I
- E: Account Clerk Specialist  
Legal Secretary
- F: Accounting Technician  
Appraiser II  
Building Maintenance Worker I  
GIS Technician
- Grounds Maintenance Worker  
Human Resources Technician  
I.T. Programmer  
I.T. Technician  
Office Coordinator  
Planning Technician  
Program Counselor
- G: Brownfield Planning Assistant (Position currently does not exist; any future job description and grade to be determined)  
Building Maintenance Worker II  
Case Manager  
Sewer & Water Technician II
- H: Appraiser Senior  
Code Inspector  
Coordinator: Grounds  
Coordinator: Telecommunications  
Building Maintenance Worker III  
GIS Analyst  
Mechanic  
Programmer Analyst  
Sewer & Water Technician III  
Soil Erosion Inspector
- I Commercial Plan Examiner

## Appendix C

Summary of Benefits -- Health Insurance

Summary of Benefits -- Dental Insurance

Summary Plan Document -- Employee Vision  
Plan

**PRIORITY HEALTH**  
 priorityhealth.com  
**PRIORITYHMO<sup>SM</sup> SUMMARY OF BENEFITS 100% HOSPITAL PLAN**  
**GRAND TRAVERSE COUNTY MEDPLAN 0003 – Active Employees Only**  
**January 1, 2010 through December 31, 2010**

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**

<b>Physician's Services</b>	
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.
<b>Outpatient Services</b>	
Diagnostic Laboratory and X-Ray	100% Coverage
Chemotherapy	100% Coverage
Radiation Therapy	100% Coverage
Hemodialysis	100% Coverage
<b>Rehabilitative Medicine Services</b>	
Physical and Occupational Therapy (including spinal manipulation)	\$10 Copayment up to a benefit maximum of 30 visits per Contract Year.
Speech Therapy	\$10 Copayment up to a benefit maximum of 30 visits per Contract Year.
Cardiac Rehabilitation and Pulmonary Rehabilitation	\$10 Copayment up to a benefit maximum of 30 visits per Contract Year.

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

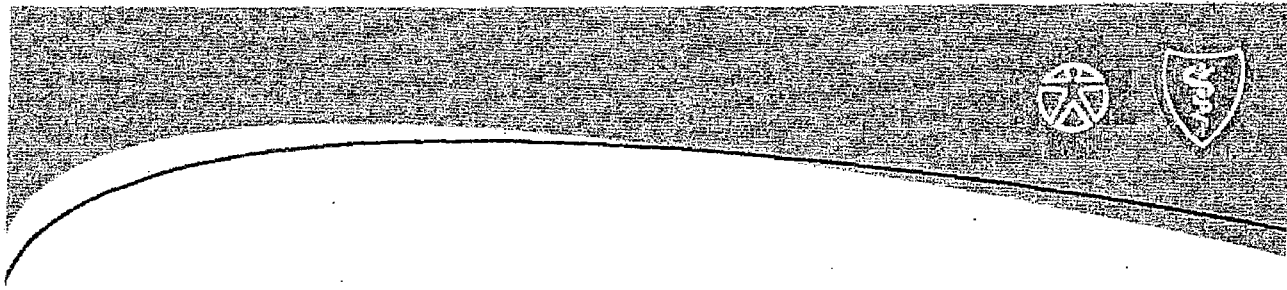
<b>Hospital Services</b>	
Inpatient Services (semi-private room and intensive care, surgery and all related surgical services, ancillary services while inpatient) <b>Note:</b> Non-emergency inpatient hospital admissions, other than for normal labor and delivery, must be approved in advance by Priority 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, septorhinoplasty 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.
Infertility services for diagnostic, counseling and planning services for treatment of the 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 & Substance Abuse Services (including rehabilitation and partial hospitalization)	100% Coverage. Prior approval required
Outpatient Mental Health & Substance Abuse Services (including medication management visits)	\$10 Copayment per visit. Prior approval required
<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.
Temporomandibular Joint Syndrome (TMJS)	50% Coverage
Orthognathic Surgery	50% Coverage

<b>Additional Benefits</b>	
<b>Pharmacy Services</b>	
Prescription Drugs  <b>Note:</b> Prescription drug coverage is based on the usage of a medication formulary.	Covered with a \$10 Generic/\$40 Brand Name Copayment per prescription. Excludes prescription contraceptive drugs and implantable contraceptive drugs.
Prescription Mail Order	Prescription drugs filled for up to 90 days with a \$10 Generic / \$40 Brand Copayment per prescription. Excludes prescription contraceptive drugs and implantable contraceptive drugs.
Vision Care Exam Every 12 Consecutive Months	One eye exam (including refraction) with participating provider every 12 consecutive months. \$15 Copayment. Limitations apply.
<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
65+ Retiree Coverage	Not Available





## Traditional Plus Dental Coverage – DO-25-25 \$1,000; OS-50-\$1,000 Benefits-at-a-Glance for GRAND TRAVERSE COUNTY

This is intended as an easy-to-read summary and provides only a general overview of your benefits. It is not a contract. Additional limitations and exclusions may apply to covered services. For a complete description of benefits, please see the applicable Blue Cross Blue Shield of Michigan certificates and riders. Payment amounts are based on the Blue Cross Blue Shield of Michigan approved amount, less any applicable deductible and/or copay amounts required by your plan. This coverage is provided pursuant to a contract entered into in the state of Michigan and will be construed under the jurisdiction of and according to the laws of the state of Michigan.

### Network access information

- **DenteMax PPO network** – DenteMax PPO dentists agree to accept our approved amount as payment in full and participate on all claims. DenteMax is an independent company that leases its network to BCBSM to provide access to Blues members. You'll also receive discounts on noncovered services when you use PPO dentists. You can choose from more than 83,000 dentist access points\* nationwide where dental services are available through our partnership with the DenteMax PPO network. To find a DenteMax dentist, please call 800-752-1547 or go to the DenteMax Web site at [dentemax.com](http://dentemax.com).

\* A dentist access point is any place a member can see a dentist to receive high-quality dental care. For example, one dentist practicing in two locations would be two access points.

- **Blue Par Select<sup>SM</sup>** – Most dentists participate with the Blues on a "per claim" basis, so you should ask your dentist if he or she participates before every procedure. These dentists accept payment in full from BCBSM for covered services and you pay the dentist only applicable copays and deductibles, and any fees for noncovered services. You won't be balanced billed for any difference between our approved amount and the dentist's charge. We call this arrangement "Blue Par Select." To find a dentist who may participate with BCBSM, go to [bcbsm.com](http://bcbsm.com). Select the Dental Professionals subsection of "Where You Can Go for Care" page.

**Note:** If you receive care from a nonparticipating dentist, you may be billed for the difference between our approved amount and the dentist's charge.

### Member's responsibility (copays and dollar maximums)

Copays	25% for Class II and III services and 50% for Class IV services
Dollar maximums	
• Annual maximum (for Class I, II and III services)	\$1,000 per member
• Lifetime maximum (for Class IV services)	\$1,000 per member

### Class I services

Oral exams	Covered – 100%, twice per calendar year
A set (up to 4) of bitewing x-rays	Covered – 100%, twice per calendar year
Full-mouth and panoramic x-rays	Covered – 100%, once every 60 months
Prophylaxis (teeth cleaning)	Covered – 100%, twice per calendar year
Pit and fissure sealants – for members age 19 or under	Covered – 100%, once per tooth every 36 months when applied to the first and second permanent molars
Palliative (emergency) treatment	Covered – 100%
Fluoride treatment	Covered – 100%, two per calendar year
Space maintainers – missing posterior (back) primary teeth	Covered – 100%, once per quadrant per lifetime, for members under age 19

### Class II services

Fillings – permanent teeth	Covered – 75%, replacement fillings covered after 24 months or more after initial filling
Fillings – primary teeth	Covered – 75%, replacement fillings covered after 12 months or more after initial filling
Onlays, crowns and veneer fillings – permanent teeth	Covered – 75%, once every 60 months per tooth, payable for members age 12 and older
Recementing of crowns, veneers, inlays, onlays and bridges	Covered – 75%, three times per tooth per calendar year after six months from original restoration

Blue Cross Blue Shield of Michigan is a nonprofit corporation and independent licensee of the Blue Cross and Blue Shield Association.

[bcbsm.com](http://bcbsm.com)

**Class II services, continued**

Oral surgery including extractions	Covered – 75%
Root canal treatment – permanent tooth	Covered – 75%, once every 12 months for tooth with one or more canals
Scaling and root planing	Covered – 75%, once every 24 months per quadrant
Limited occlusal adjustments	Covered – 75%, <b>limited</b> occlusal adjustments covered up to five times in a 60-month period
Occlusal biteguards	Covered – 75%, once every 12 months
General anesthesia or IV sedation	Covered – 75%, when medically necessary and performed with oral or dental surgery
Repairs and adjustments of partial or complete dentures	Covered – 75%, six months or more after it is delivered
Relining or rebasing of partial or complete dentures	Covered – 75%, once every 36 months per arch
Tissue conditioning	Covered – 75%, once every 36 months per arch

**Class III services**

Removable dentures (complete and partial)	Covered – 75%, once every 60 months
Bridges (fixed partial dentures) – for members age 16 or older	Covered – 75%, once every 60 months after original was delivered
Endosteal implants – for members age 16 or older who are covered at the time of the actual implant placement	Covered – 75%, once per tooth in a member lifetime when implant placement is for teeth numbered 2 through 15 and 18 through 31

**Class IV services – Orthodontic services for dependents under age 19**

Minor treatment for tooth guidance appliances	Covered – 50%
Minor treatment to control harmful habits	Covered – 50%
Interceptive and comprehensive orthodontic treatment	Covered – 50%
Post-treatment stabilization	Covered – 50%
Cephalometric film (skull) and diagnostic photos	Covered – 50%

**Note:** For non-urgent, complex or expensive dental treatment such as crowns, bridges or dentures, members should encourage their dentist to submit the claim to Blue Cross for predetermination *before* treatment begins.

# 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.

<b>FUNDS FOR PAYMENT OF VISION CLAIMS ARE PAID FROM THE ASSETS OF THE COUNTY.</b>
---

*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

\_\_\_\_\_  
Date



### Table of Contents

Eligibility .....	2
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Appealing a Claim .....	4
Rights of Employees .....	4

**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  
regarding  
Department of Public Works Employees

**Letter of Agreement  
between  
Teamsters State, County & Municipal Workers Local 214  
and  
Grand Traverse County  
(General Employee Unit)**

**Re: Department of Public Works Employees**

WHEREAS, the above named entities are parties to a Collective Bargaining Agreement; and

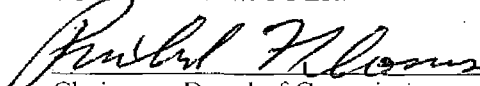
WHEREAS, the parties have reached an agreement on specific language to be added to said Collective Bargaining Agreement with regard to Department of Public Works (DPW) employees;

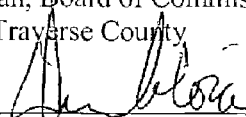
THEREFORE, IT IS AGREED that:

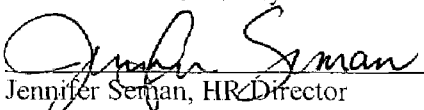
Bargaining unit employees in the Department of Public Works shall be treated as a distinct and separate seniority group for purposes of layoff, recall, bumping, and job bidding. This means that, except as specified in this paragraph, employees in the Department of Public Works will have no claim to positions in the GEU that are outside the Department of Public Works based on their last date of hire by the Department of Public Works, and that GEU employees outside the Department of Public Works will have no claim to positions in the Department of Public Works based on their GEU bargaining unit seniority. As of October 9, 2009, however, the Department of Public Works employees shall begin accruing GEU bargaining unit seniority, and GEU employees shall begin accruing Department of Public Works seniority, for purposes of layoff, recall, bumping, and job bidding. For all other purposes, the bargaining unit seniority date for Department of Public Works employees shall be their last date of hire by the Department of Public Works. The GEU seniority date tie-breaker as between two or more Department of Public Works employees shall be their last date of hire by the department of Public Works. This language shall be effective until October 9, 2014.

All other terms and conditions of employment with regard to the DPW employees are as contained in the Collective Bargaining Agreement as written.

FOR THE EMPLOYER:

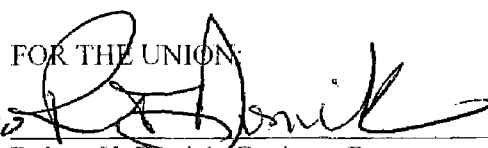
  
Chairman, Board of Commissioners  
Grand Traverse County

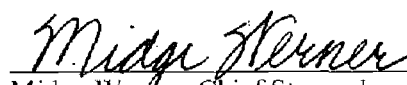
  
Dennis Alofa, County Administrator  
Grand Traverse County

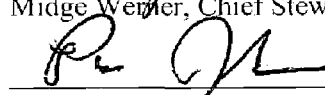
  
Jennifer Seaman, HR Director  
Grand Traverse County

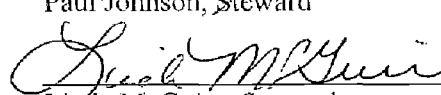
Date: 9-30-10

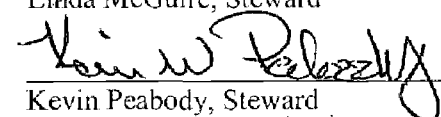
FOR THE UNION:

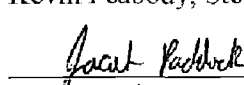
  
Robert V. Donick, Business Representative  
Teamsters Local 214

  
Midge Werner, Chief Steward

  
Paul Johnson, Steward

  
Linda McGuire, Steward

  
Kevin Peabody, Steward

  
Jacob Paddock, Steward

Date: 9-22-10



## 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.

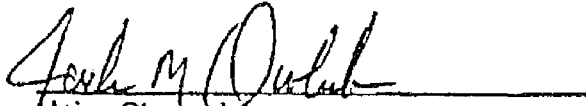
9-26-01  
Date

  
\_\_\_\_\_  
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;

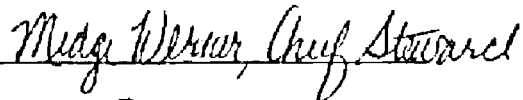
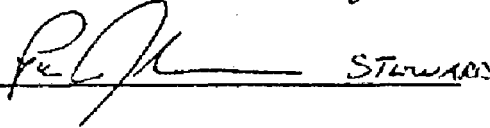
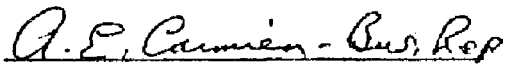
WHEREAS IT IS FURTHER AGREED that staff painting during their shift on a volunteer basis will receive out of class pay when the assignment exceeds 2 (two) hours in a given shift;

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:

  
 STWARDS  


DATE: 3.13.06

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

**ROUTING SHEET**

DATE SENT TO COUNTY CLERK FOR FILING 10-4-10

CONTRACT BEGIN DATE: 2002

CONTRACT END DATE: 12-31-10

VENDOR NAME: Teamsters General Unit

INDEX: Letter of Agreement re: \$1,000 Cap on  
Prescription Co-Pays Ending Effective 12-31-10

RESOLUTION # \_\_\_\_\_  
(If unknown, enter date County Board approved the contract 9-29-10 )

APPROVED BY MOTION? \_\_\_\_\_, IF YES, WHEN \_\_\_\_\_

FUND/DEPT/LINE ITEM: \_\_\_\_\_

ORIGINATOR: \_\_\_\_\_

**TERMS**

FREQUENCY: \_\_\_\_\_ PAYMENT AMT \_\_\_\_\_

ANNUAL AMT: \_\_\_\_\_

NOTES: \_\_\_\_\_

\*\*\*THIS SHEET MUST ACCOMPANY ANY CONTRACT OR AGREEMENT FILED IN THE COUNTY CLERK'S OFFICE.

Letter of Agreement  
Between  
Teamsters Local 214, General Unit  
and  
The Board of Commissioners of Grand Traverse County

Regarding \$1,000 Cap on Prescription Co-Pays  
Ending Effective December 31, 2010

Grand Traverse County and members of the Teamsters General Bargaining Unit hereby make this agreement, as follows:

WHEREAS, an agreement was made between the parties in 2002 that employees in this bargaining unit would receive reimbursement for prescription co-pay receipts over \$1,000 annually; and,

WHEREAS, such practice has continued since that time until the current date; and,

WHEREAS, as part of the labor negotiation discussions between the parties for the contract beginning January 1, 2010, the parties reached an agreement that this benefit will end effective December 31, 2010.

NOW, THEREFORE, IT IS HEREBY AGREED that reimbursement for prescription co-payments for employees in the Teamsters General Bargaining Unit will cease effective December 31, 2010.

FOR THE EMPLOYER:

FOR THE UNION:

*Paul Flowers* 9-30-10  
CHAIRMAN Date  
Board of Commissioners

*Robert V. Donick* 9/22/10  
ROBERT V. DONICK Date  
Union Business Representative

*Dennis Aloia* 9.30.10  
DENNIS ALOIA Date  
County Administrator

*Midge Werner* 9/22/10  
MIDGE WERNER Date  
Chief Steward

*Jennifer Seman* 9/22/10  
JENNIFER SEMAN Date  
Human Resources Director

ROUTING SHEET

DATE SENT TO COUNTY CLERK FOR FILING 1-4-11

CONTRACT BEGIN DATE: 1-1-11

CONTRACT END DATE: 12-31-13

VENDOR NAME: Teamsters Health Department

INDEX: Supplemental Letter of Agreement  
modifying/extending Current Labor  
Contract (2008-2012) through 12-31-13

RESOLUTION # 270-10  
(If unknown, enter date County Board approved the contract 12-29-10)

APPROVED BY MOTION? \_\_\_\_\_, IF YES, WHEN \_\_\_\_\_

FUND/DEPT/LINE ITEM: \_\_\_\_\_

ORIGINATOR: \_\_\_\_\_

TERMS

FREQUENCY: \_\_\_\_\_ PAYMENT AMT \_\_\_\_\_

ANNUAL AMT: \_\_\_\_\_

NOTES: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\*\*THIS SHEET MUST ACCOMPANY ANY CONTRACT OR AGREEMENT FILED IN THE COUNTY CLERK'S OFFICE.

# LETTER OF 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

WHEREAS, Article XXI of the parties' 2008-2012 collective bargaining agreement provided for a re-opener of negotiations for the purpose of discussing wages and economics for the years 2011 and 2012; and,

WHEREAS, the parties have met and agreed to certain economic terms and conditions for the years 2011 and 2012; including adjusting the salary schedule by 1.5% for 2011 (based on the 2010 current salary) effective January 1, 2011; and by 1.75% for 2012, effective January 1, 2012; and, further, that if across the board wage increases for 2011 and 2012 greater than 1.5% and 1.75%, respectively, are given to any non-Act 312 Grand Traverse County Bargaining Unit, such increase shall also be paid across the board to Health Department employees covered by this Agreement; and,

WHEREAS, during the re-opener discussions, the parties additionally agreed to extend the current collective bargaining agreement (currently dated 2008-2012) an additional year with an agreement to adjust the salary schedule by 1.5% for the year 2013, (effective January 1, 2013) with no "me too" agreement for the year 2013 and no further reopeners for the year 2013; and,

WHEREAS, the parties have additionally agreed to the implementation of Long-Term Disability Insurance coverage effective January 1, 2011; and

WHEREAS, the parties have agreed that the economic agreements reached during these reopener negotiations shall require that amendments be made to existing language contained in the current collective bargaining agreement; and,

WHEREAS, the parties have agreed to continue with all of the other terms and conditions of the current collective bargaining agreement except as specifically modified and amended herein;

NOW, THEREFORE, IT IS AGREED that the existing collective bargaining agreement shall be modified as provided herein, effective January 1, 2011; and,

IT IS FURTHER AGREED that these amendments shall be attached to the existing contract as an Appendix and shall modify said contract until its **extended** expiration on



**December 31, 2013**; and, further, that all said language changes contained herein shall be incorporated into the body of the new collective bargaining agreement, effective January 1, 2014.

**REVISION NUMBER (1)**

**Section 17.1 Health Insurance – REVISED** as follows:

During the term of this Agreement the Employer agrees to provide health insurance coverage for all regular full time employees, including those on paid leave, and their families as detailed in Appendix B. Said insurance shall be substantially equivalent to the benefits in effect on January 1, 2008, as detailed in Appendix B, with the Priority Health Maintenance Organization, including the \$10 office visit co-pay, and the prescription drug co-pay of \$10 / \$40 with a mail order prescription drug program (90-day supply for one co-pay).

The HMO (Health Maintenance Organization) plan, as detailed in Appendix B, will remain as the County's base plan. If the employee chooses any optional plan, the increased premium cost associated with that plan will be the responsibility of the employee. 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 the premium 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 thirty (30) calendar days of employment.

Effective January 1, 2011, all employees covered under the health insurance will participate in a premium cost share as outlined below:

Effective January 1, 2011

- **4% premium cost share** (of the HMO base plan) if the employee participates in the County's Health Initiative (currently HealthbyChoice).
  - In order to qualify for the 4% premium cost share (of the HMO base plan), the employee must complete the online questionnaire (Web MD Health Quotient) prior to **December 10, 2010**.
- **6% premium cost share** (of the HMO base plan) if the employee does **not** participate in the County's Health Initiative

Effective January 1, 2012

- **6% premium cost share** (of the HMO base plan) if the employee participates in the County's Health Initiative
- **8% premium cost share** (of the HMO base plan) if the employee does **not** participate in the County's Health Initiative

Effective January 1, 2013

- **6% premium cost share** (of the HMO base plan) if the employee participates in the County's Health Initiative
- **8% premium cost share** (of the HMO base plan) if the employee does **not** participate in the County's Health Initiative

In **2012**, should the health care premium of the County's base plan exceed a 10% increase over the 2011 premium rates, the parties agree to meet to discuss the increases

and/or alternate coverage to reduce said increases. In **2013**, should the health care premium of the County's base plan exceed a 10% increase over the 2012 premium rates, the parties agree to meet to discuss the increases and/or alternate coverage to reduce said increases.

Employees who are hired during the middle of a calendar year will automatically be enrolled in the lower premium cost share for the remainder of the year when their coverage becomes effective. Upon hire, employees will still be responsible for participating in the Health Initiative that is currently in effect in order to receive the lower premium cost share for the following year. An employee will only be required to meet the Health Initiative requirements once per plan year.

The Employer reserves the right to modify the County's Health Initiative and content of the online questionnaire and any completion deadline requirements. Both the Employer and the union recognize that the health care provider may change the content of the online questionnaire, and that any changes within the Employer's control will be discussed with the union.

The employee is obligated to pay any applicable cost share whether actively at work or on an approved leave. Failure to make the required cost share payment in a timely manner will result in loss of 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 or required by the plan documents.

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.

Eligibility and benefit provisions are provided subject to plan documents.

The Employer has the right to change the provider and/or plans, provided that substantially equivalent coverage is maintained.

The benefits provided under the health insurance in effect under Appendix B 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 500.3101(1) of the Michigan Compiled Laws.

#### Payment in Lieu of Health Care Coverage

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 two thousand (\$2,000.00) dollars on a pro-rated basis based on FTE and based on months of service in the given year, subject to the Employer's policy, carrier regulations, and applicable law. Employees who are insured under a Grand Traverse County health insurance plan provided to their spouse are not eligible for this payment.

**REVISION NUMBER (2)**

**[NEW SECTION 17.2] (Remaining sections to be re-numbered)**

**Optical and Dental Insurance**

The County will provide to regular employees optical and dental insurance coverage substantially equivalent to the Dental and Vision Plans as detailed in Appendix C and D. Part-time employees will pay a pro-rated share of the premium based on their regular FTE through payroll deduction.

Eligibility and benefit provisions are provided subject to plan documents.

The Employer has the right to change the provider and/or plans, provided that substantially equivalent coverage is maintained.

**REVISION NUMBER (3)**

**Section 17.2 Workers' Compensation – REVISED** as follows:

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 his/her worker's compensation benefits, the difference between those benefits and his/her regular net pay, to be paid by the Employer from the employee's accumulated sick or personal leave banks 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.

In addition, the employee's health, dental, optical, and life insurance as specified in this contract will continue to be provided by the employer while the employee is on workers' compensation for a period of up to twelve (12) months.

Any employee who is absent from work due to a work related injury may be required to be examined by a physician and to obtain release to return to work from all treating physicians. A physician is a duly licensed member of a medical profession who has the medical training and clinical expertise suitable to treat the diagnosed condition. For purposes of mental health or psychiatric conditions a Psychologist or Psychiatrist may be required to provide the physician's statement, to the extent the specialist has the medical training and clinical expertise to treat the diagnosed condition.

**REVISION NUMBER (4)**

**[NEW, ADDITIONAL SECTION to follow Short-Term Disability Section] (Remaining sections to be re-numbered)**

**Section 17. . . Long-Term Disability Insurance.**

Effective January 1, 2011, all employees on the Defined Contribution Retirement Plan and actively at work at least fifteen (15) hours each week shall be eligible for Long-Term Disability Insurance in accordance with the plan document. This coverage shall provide sixty percent (60%) of the employee's regular pre-disability earnings for up to twenty-four (24) months for absences due to an eligible injury or illness as determined by the insurance carrier.

The employee is responsible for cooperating with the carrier's application requirements.

Health, Dental, and Vision insurance provided by the employer shall continue for twelve (12) months from the original date of disability, in coordination with Short Term Disability. The

employee is obligated to pay any applicable cost share while on an approved leave, as stated in Section 16.1.

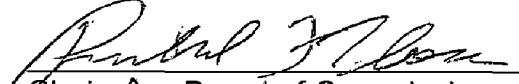
Seniority will continue as outlined in Section 10.4 (H) of the labor contract.

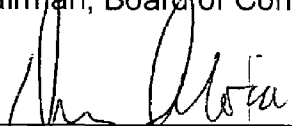
Eligibility and benefit provisions are provided subject to plan documents.

The Employer has the right to change the provider and/or plans, provided that substantially equivalent coverage is maintained.

Employees on the Defined Benefit Retirement Plan are not eligible for Long-Term Disability Insurance.

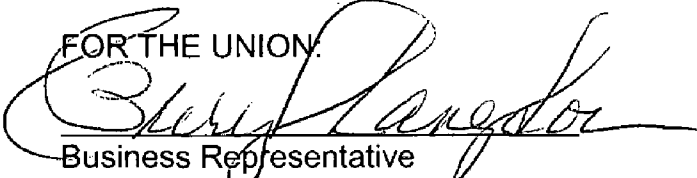
FOR THE EMPLOYER:

  
Chairman, Board of Commissioners

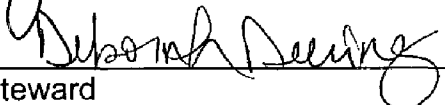
  
County Administrator

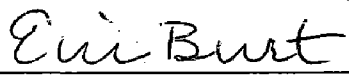
Dated: 9. 1. 4. 11

FOR THE UNION:

  
Business Representative

  
Steward

  
Steward

  
Steward

Dated: Dec 6, 2010