

QCR Settlement Agreement

This QCR Settlement Agreement is agreed to by and between Teamsters Local 760 (Union) and Grant County Integrated Services (Employer) pertaining to the inclusion of new positions in an existing bargaining unit covered by a collective bargaining agreement (CBA) between the parties currently covering a term of January 1, 2014 to December 31, 2016. This QCR Settlement Agreement shall constitute a full and complete settlement of the Question Concerning Representation (QCR) assigned case number 128095-E-16 by the Public Employment Relations Commission (PERC).

The parties agree as follows:

1. The three (3) QCR petitioned for positions will be included within an existing bargaining unit covered by a 2014 to 2016 CBA. These QCR petitioned for positions and employees' wages, hours and working conditions will be based on a new Addendum D to the current CBA. Addendum D will be effective from the date of signature of this Addendum by the last signing party prospectively only. There shall be no retroactive application of any of the provisions of the CBA. The affected employees and their corresponding positions are as follows:

Natalie Christopherson	Employment Specialist I
Erika Ritchie	Employment Specialist II
James Beck	Employment Specialist III

2. Employee James Beck is an Employment Specialist III and is not funded by the BEST grant. Therefore, for this specific non grant funded employee, the layoff provisions addressing seniority in the CBA will be applicable to only this employee.

3. Upon the signing of this QCR Settlement Agreement by all parties, the parties will mutually notify PERC in writing that the pending QCR issues are resolved and no further PERC proceedings are necessary.

4. The parties shall each bear their own attorneys fees and costs incurred in these PERC proceedings to date.

5. If there are any disputes regarding the interpretation and application of the terms and conditions of this QCR Settlement Agreement, the parties may mutually agree to submit the dispute for resolution in accordance with the grievance procedure of the existing collective bargaining agreement or through the PERC Mediation process.

6. The parties agree that this QCR Settlement Agreement constitutes a full and complete settlement of all the issues relating to the Question Concerning Representation (QCR) assigned case number 128095-E-16 by the Public Employment Relations Commission (PERC).

IN WITNESS WHERE, the parties have signed this document below indicating their agreement to the terms and conditions of settlement.

Dated this 1st August day of ~~July~~ 2016.

FOR THE UNION:

Leonard J. Crouch / 7-21-16
Leonard Crouch
Secretary/Treasurer
Teamsters Local Union No. 760

FOR THE EMPLOYER:

Board of Grant County
Commissioners

[Signature]
Cindy Carter, Chair

Carolann Swartz
Carolann Swartz, Commissioner

Richard Stevens
Richard Stevens, Commissioner

Kirk Eslinger
Kirk Eslinger
Human Resources Director

Represented by:

[Signature]
Anthony R. Menke
Management Attorney

ADDENDUM D
Employment Specialists

1. This is a new Addendum D addressing the inclusion of new positions in the existing bargaining unit covered by the Integrated Services collective bargaining agreement (CBA) currently covering a term of January 1, 2014 to December 31, 2016. These new positions and employees are being included as a result of the parties settling a Question Concerning Representation (QCR) assigned case number 128095-E-16 by the Public Employment Relations Commission (PERC).

2. This Addendum shall be effective from the date of signature by the last signing party prospectively only. There shall be no retroactive application of any of the provisions of the CBA to the positions and employees covered by this Addendum D.

3. The affected employees and their corresponding positions are as follows:

Natalie Christopherson	Employment Specialist I
Erika Ritchie	Employment Specialist II
James Beck	Employment Specialist III

4. Employee James Beck is an Employment Specialist III and is not funded by the BEST grant. Therefore, for this specific non grant funded employee, the layoff provisions addressing seniority in the CBA will be applicable to only this employee.

5. Certain articles and sections of the current CBA will need to be modified as they apply to the newly included Employment Specialist positions. The Grant Integrated Services is currently restructuring its organization as a result of the elimination of the Executive Director position. Upon conclusion of the restructuring, the Board and HR Director will provide notification to the Union and affected employees. This restructuring will affect all of the provisions in the current CBA as well as the provisions of this Addendum D. Although the parties have reasonably tried to address the impacted articles and sections, the parties recognize that there may be other articles and sections of the current CBA unidentified in this Addendum at this time which impact the working conditions of the newly included positions and affected employees. To the extent that either party identifies other articles and sections impacted, the parties agree to provide written notification to the other party and a reasonable opportunity to negotiate about the effects. If the parties don't reach agreement then the parties agree to use the PERC resolution process through Mediation.

6. The parties agree that at this time subject to the provisions of section 5 above, they have identified the following articles and sections of the current CBA collective bargaining agreement which need revision as they relate to the new positions and affected employees identified above as follows:

ARTICLE 1 - RECOGNITION

The parties agree this article and its provisions will need to be revised to reflect the new positions of Employment Specialist I, Employment Specialist II and Employment Specialist III as well as a reference to this Addendum D.

ARTICLE 7 – SENIORITY

The parties agree that with regard to sections 7.1, 7.3 and 7.4 pertaining to seniority and addressing layoffs, these provisions shall not apply to the Employment Specialist positions which are grant funded. These sections will apply to the non Best grant funded positions. There is currently a BEST grant that is limited to a five (5) year term which funds two of the three positions. However, there is neither an obligation nor a guarantee that Grant Integrated Services will be authorized and/or interested in participating in the BEST grant funding for all five (5) years. Grant County reserves the right to cease this grant funded activity if the Board of County Commissioners determines eliminating such grant funded positions is in the best interests of the County and its operations. If the grants are eliminated or if the Employer chooses not to continue with the grant funding and therefore the granted funded positions are eliminate, those positions which are grant funded will be laid off without regard to the provisions of sections 7.1, 7.3 and 7.4. Section 7.1 defines seniority. Section 7.3 addresses qualifications and seniority as factors in a layoff. Section 7.4 addresses when seniority terminates as relates to a layoff. Grant funded positions shall not be eligible to be placed on a recall list.

ARTICLE 8 – DISCIPLINE

The parties agree that for purposes of discipline, the chain of disciplinary authority for Employment Specialists is the Employment Connections Coordinator then the Care Coordination Manager/Community Support Specialist unit manager then the Clinical Director. However, all disciplinary action shall be coordinated with the Human Resources (HR) Director when following the provisions of the discipline and any other CBA interpretation questions. Formal discipline must be addressed by the first non union level supervisor then progress upwards coordinated with HR and the Director of the Department. Please note, the Grant Integrated Services is currently restructuring its organization as a result of the elimination of the Executive Director position. Upon conclusion of the restructuring, the Board and HR Director will provide notification to the Union and affected employees. This restructuring will affect all of the provisions in the current CBA as well as the provisions of this Addendum D.

ARTICLE 9 – GRIEVANCE PROCEDURE

The parties agree that the grievance procedures must start by being addressed by the first non union level supervisor coordinated with HR Director and if the grievance progresses then to the Program Director then the as of yet to be determined based on restructuring mentioned above then step 3 arbitration.

ARTICLE 10 - HOURS OF WORK & OVERTIME

The parties agree that the provisions in Article 10 regarding hours of work and overtime must be administered differently for the newly included positions listed above because of the difference in work schedules and type of work. For example, Employment Specialists work directly with employers and the clients but the other employees in the existing bargaining unit work with the client and their natural supports. Another example is that the Community Support Specialist currently works Monday-Friday 8 am – 5 pm. The newly included Employment Specialist positions require a more flexible schedule based on the client/employer's needs and job coaching activities. Thus, the employer will require more flexible scheduling for the Employment Specialist positions and will not follow the standard scheduling provisions contained in the current CBA.

ARTICLE 11 – CLASSIFICATIONS – WAGES

The parties agree that the current wages of the Employment Specialist positions will be added the Grant County Classification and Compensation Plan. These pay provisions will be determined by the Board of County Commissioners and calculated as well as determined by the Director of Human Resources. Addendum A and B will need to be addressed by the Director of Human Resources to update for the newly included Employment Specialist positions Addendum A into the salary and pay plan administration process. Although Addendum B is the 2013 pay plan as calculated and administered by the Director of Human Resources, it does not apply to the Employment Specialist classifications. There shall be no retroactive wage changes for the newly included Employment Specialist positions.

ARTICLE 18 - LICENSURE & EDUCATION

The parties agree that the provisions of this article, to the extent relevant and applicable, will apply to the Employment Specialist positions.

ADDENDUM A – SALARY AND PAY PLAN ADMINISTRATION PROCESS

This addendum will be applicable prospectively to the newly included Employment Specialist positions as determined by the Director of Human Resources.

ADDENDUM B – Salary Schedule

The Director of Human Resources will draft an updated Addendum B – Salary Schedule applicable to the Employment Specialist positions which will be effective prospectively. There will be no retroactive adjustments to the applicable salary schedule.

IN WITNESS WHERE, the parties have signed this Addendum indicating their agreement to the terms and conditions of this Addendum.

Dated this 1st August day of July, 2016

FOR THE UNION:

Leonard J. Crouch / 7-21-16
Leonard Crouch
Secretary/Treasurer
Teamsters Local Union No. 760

FOR THE EMPLOYER:

Board of Grant County
Commissioners
Cindy Carter
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