

5868

12/31/2005

AGREEMENT

BETWEEN

THE BOARD OF COMMISSIONERS  
OF  
GRAND TRAVERSE COUNTY

AND

TECHNICAL, PROFESSIONAL, AND OFFICE WORKERS  
ASSOCIATION OF MICHIGAN

GRAND TRAVERSE CENTRAL RECORDS UNIT

For January 1, 2002, through December 31, 2005

*Grand Traverse County*

**Changes to contract:**

**Section 10.10 Sick Leave;** replacement of last paragraph (Define retirement age for DC in Section 16.5)

**Section 13.4 (B) Overtime Distribution:** Equalization/first choice to senior employee

**Section 13.4 (D) Overtime Distribution:** Distribution Sheet – new employees to be placed on list with 10 hours less than the lowest individual on the list.

**Section 13.5 Shift Assignment:** Based on seniority within the *Division*.

**Section 14.1 Paid Holidays:** Add New Year's Eve Day

**Section 15.1 Vacation Eligibility and Schedule:** Add 2 vacation days for 10 to 15 years

**Section 15.3 Advance Pay:** (Remove paragraph) – now have EFT. (Renummer remaining paragraphs)

**Section 16.2 Retirees Group Health:** (Define Retirement for DC in Section 16.5)

**Section 16.5 Retirement Plan:** Define DC; define age for DC for benefits

**Section 18.1 Uniforms:** Choice of Uniform Blazer

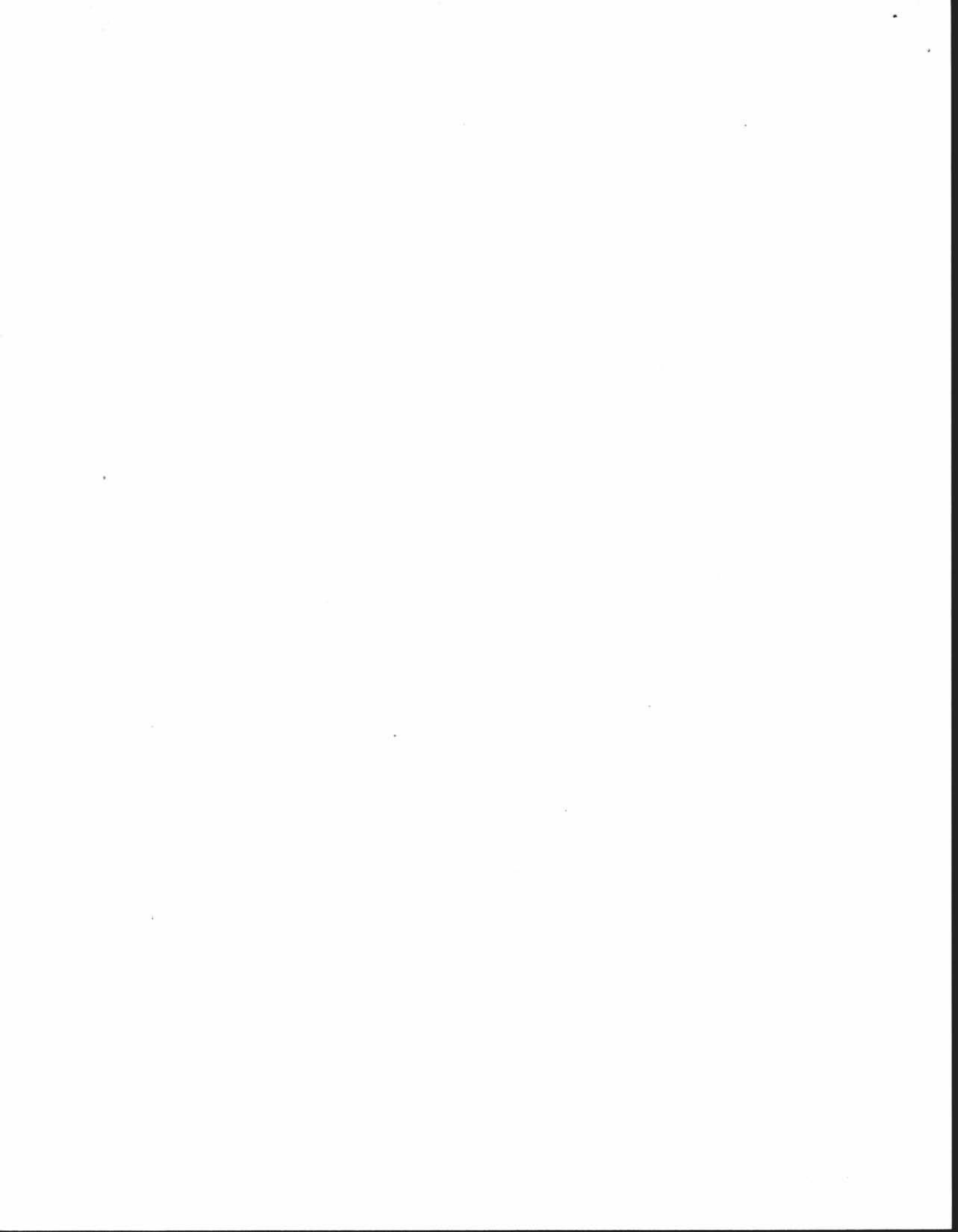
**Section 19.15 Pay Periods:** (Change to current practice—every other Friday paydays)

**Section 19.19 (New Section Added):**  
**Tobacco Use**

|              |            |           |
|--------------|------------|-----------|
| <b>Wages</b> | 2002 2.42% | 2003 2.5% |
|              | 2004 2.5%  | 2005 2.5% |

**Co-Pay**      **\$10** office visit; **\$10** generic / **\$20** brand name prescription drug; reimbursement for prescription co-pay over \$1,000 per year with appropriate receipts

K:\HR\Contract\TPOAM.02K



## TABLE OF CONTENTS

| ARTICLE NUMBER<br>Section Number | ARTICLE NAME<br>Section Name   | PAGE |
|----------------------------------|--|------|
|                                  | <b>AGREEMENT</b>   | 1    |
|                                  | <b>PREAMBLE</b>  | 1    |
| <b>I</b>                         | <b>RECOGNITION</b>   | 1    |
| 1.1                              | Collective Bargaining Unit   |      |
| 1.2                              | Definitions  | 2    |
| <b>II</b>                        | <b>MANAGEMENT RIGHTS</b>   | 2    |
| 2.1                              | Employer's Rights  |      |
| 2.2                              | Right to Discipline  | 3    |
| 2.3                              | Employer's Authority   |      |
| 2.4                              | Emergency Work Assignments   |      |
| <b>III</b>                       | <b>ASSOCIATION SECURITY</b>  | 3    |
| 3.1                              | Agency Shop  |      |
| 3.2                              | Association Membership   |      |
| 3.3                              | Checkoff   |      |
| <b>IV</b>                        | <b>REPRESENTATION</b>  | 5    |
| 4.1                              | Board Members  |      |
| 4.2                              | Association Furnish Names  |      |
| <b>V</b>                         | <b>CONFERENCES</b>   | 5    |
| 5.1                              | Special Conferences  |      |
| <b>VI</b>                        | <b>GRIEVANCES</b>  | 5    |
| 6.1                              | Grievances   |      |
| 6.2                              | Final Binding  | 6    |
| 6.3                              | Strikes and Walkouts   | 7    |
| <b>VII</b>                       | <b>ARBITRATION</b>   | 7    |
| 7.1                              | Time Limit for Requesting Arbitration, Expenses<br>And the Power of the Arbitrator |      |
| 7.2                              | Time for Arbitrator's Ruling   | 8    |
| 7.3                              | Appeal   |      |
| <b>VIII</b>                      | <b>DISCIPLINE AND DISCHARGE</b>  | 8    |
| 8.1                              | Just Cause   |      |
| 8.2                              | Review of Discharge or Suspension  |      |
| 8.3                              | Criminal Charges   |      |
| 8.4                              | Step for Discharge or Disciplinary Layoff  | 9    |

|             |  |           |
|-------------|--|-----------|
| 8.5         | Polygraph Test   | 9         |
| 8.6         | Disciplinary Action  |           |
| <b>IX</b>   | <b>LAYOFF AND RECALL</b>                                   | <b>9</b>  |
| 9.1         | Layoff Order and Notice                                    |           |
| 9.2         | Recall   | 10        |
| 9.3         | Order of Recall  |           |
| <b>X</b>    | <b>LEAVES OF ABSENCE</b>                                   | <b>10</b> |
| 10.1        | General Considerations                                     |           |
| 10.2        | Medical Leave  | 11        |
| 10.3        | Military Leave   |           |
| 10.4        | Jury Duty  | 12        |
| 10.5        | Association Business                                       |           |
| 10.6        | Educational Leave  |           |
| 10.7        | Parental Leave   | 13        |
| 10.8        | Bereavement Leave  |           |
| 10.9        | Personal Leave   |           |
| 10.10       | Sick Leave   | 14        |
| 10.11       | Notification of absence due to Sickness                    |           |
| <b>XI</b>   | <b>SENIORITY</b>   | <b>14</b> |
| 11.1        | Seniority Definition                                       |           |
| 11.2        | Seniority List   | 15        |
| 11.3        | Loss of Seniority  |           |
| <b>XII</b>  | <b>LONGEVITY COMPENSATION</b>                              | <b>15</b> |
| 12.1        | Longevity Pay  |           |
| 12.2        | Hired Prior to November 27, 1985                           |           |
| 12.3        | Longevity Paid Upon Termination                            | 16        |
| <b>XIII</b> | <b>HOURS OF WORK, PREMIUM PAY AND<br/>SHIFT PREFERENCE</b> | <b>16</b> |
| 13.1        | Regular Hours of Work                                      |           |
| 13.2        | Breaks   |           |
| 13.3        | Overtime Rate  |           |
| 13.4        | Overtime Distribution                                      |           |
| 13.5        | Shift Assignment   | 17        |
| 13.6        | Shift Premium  |           |
| 13.7        | Shift Times  |           |
| 13.8        | Compensatory Time  | 18        |

|              |   |           |
|--------------|---|-----------|
| <b>XIV</b>   | <b>HOLIDAY PAY</b>  | <b>18</b> |
| 14.1         | Paid Holidays   |           |
| 14.2         | Eligibility for Holiday Pay                                     |           |
| 14.3         | Compensation for Holidays Not Worked                            |           |
| 14.4         | Holidays During Leave   |           |
| 14.5         | Compensation for Work on a Holiday                              | <b>19</b> |
| 14.6         | Work Not Scheduled on Holiday                                   |           |
| 14.7         | Agreement to Work on Holiday but Does Not Work                  |           |
| 14.8         | Compensation for Non-Scheduled Employee<br>Who Works on Holiday |           |
| 14.9         | Snow Day  |           |
| 14.10        | Floating Holiday  |           |
| <b>XV</b>    | <b>VACATION</b>   | <b>19</b> |
| 15.1         | Vacation Eligibility and Schedule                               |           |
| 15.2         | Accrued and Unused Vacation                                     | <b>20</b> |
| 15.3         | Illness During Vacation   |           |
| 15.4         | Waiver of Vacation by Employee                                  |           |
| 15.5         | Vacation Schedules  |           |
| 15.6         | Vacation Pay  |           |
| 15.7         | Vacation Pay Upon Termination                                   | <b>21</b> |
| 15.8         | Employees' Scheduling of Vacation                               |           |
| 15.9         | Vacancies During Prime Season                                   |           |
| 15.10        | Vacation Approval   |           |
| <b>XVI</b>   | <b>INSURANCE AND PENSION</b>                                    | <b>21</b> |
| 16.1         | Health Insurance  |           |
| 16.2         | Retirees Group Health   | <b>22</b> |
| 16.3         | Workers' Compensation   |           |
| 16.4         | Unemployment Insurance  |           |
| 16.5         | Retirement Plan   |           |
| 16.6         | Life Insurance  |           |
| 16.7         | Short Term Disability   | <b>23</b> |
| <b>XVII</b>  | <b>VACANCY AND TEMPORARY TRANSFER</b>                           | <b>23</b> |
| 17.1         | Regular Vacancies   |           |
| 17.2         | Temporary Vacancies   |           |
| <b>XVIII</b> | <b>UNIFORMS</b>   | <b>24</b> |
| 18.1         | Uniforms Furnished by Employer                                  |           |

|            |  |           |
|------------|--|-----------|
| <b>XIX</b> | <b>GENERAL</b>   | <b>24</b> |
| 19.1       | Joint Health and Safety Committee                          |           |
| 19.2       | Disputes Involving Safety                                  |           |
| 19.3       | Records of Services  |           |
| 19.4       | Visits by Authorized Representatives of<br>The Association |           |
| 19.5       | Legal Assistance Provided by Employer                      |           |
| 19.6       | Training School Expenses                                   | <b>25</b> |
| 19.7       | Use of Personal Vehicle                                    |           |
| 19.8       | Equipment  |           |
| 19.9       | Bulletin Board Notices                                     |           |
| 19.10      | Rest Periods   |           |
| 19.11      | Bonding  |           |
| 19.12      | Court Appearances  |           |
| 19.13      | Call Back Time   |           |
| 19.14      | Hours Considered Worked                                    | <b>26</b> |
| 19.15      | Pay Periods  |           |
| 19.16      | Association's Right to Examine Time Sheets                 |           |
| 19.17      | Employer's Right to Establish Rules                        |           |
| 19.18      | Tuition Reimbursement                                      |           |
| 19.19      | Tobacco Use  |           |
| <b>XX</b>  | <b>SAVINGS CLAUSE</b>                                      | <b>26</b> |
| <b>XXI</b> | <b>TERMINATION</b>   | <b>27</b> |
|            | <b>ADDENDUM - WAGE SCHEDULE</b>                            | <b>28</b> |

## AGREEMENT

This Agreement entered into this 25th day of September, 2002, between the Board of Commissioners for the County of Grand Traverse, a municipal body corporate of the State of Michigan, hereinafter referred to as the "Employer" and the Technical, Professional, and Office Workers Association of Michigan, hereinafter referred to as the "Association" expresses all mutually agreed covenants between the parties heretofore.

## PREAMBLE

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

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

The Employer and the Association 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 interests of the County and its employees and to provide for the operation of the services provided by the County 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 as the exclusive bargaining representative, as defined in Act No. 336, State of Michigan, Public Acts of 1947, as amended, for all employees employed by the Employer in the following described unit for the purpose 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 clerical employees of Grand Traverse Central Records, excluding the Office Manager and confidential employees.

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

- A) **Regular Full-Time Employee:** Employees normally scheduled to work forty (40) hours or more per week shall be subject to all the terms of this Agreement.
- B) **Regular Part-Time Employee:** Regular scheduled part-time employees shall be defined as those employees regularly scheduled to work at least twenty (20 hours) on a consistent basis. Regular scheduled part time employees shall not be used for the purpose of avoiding overtime payment to regular full time employees. Regular scheduled part-time employees shall be subject to all the terms of this Agreement.
- C) **Temporary Employees:** Temporary employees shall be defined as those employees hired for a specific project with a specific period of time not to exceed six months, unless extended by mutual agreement. Temporary employees shall not be subject to the terms of this Agreement.
- D) **On Call Employees:** On call employees shall be defined as those employees who work on an irregular basis. Such employees shall not be subject to the terms of this Agreement. Employees classified as on call employees shall be used only to supplement the full-time work force and shall not be used to avoid the payment of overtime to bargaining unit employees or to displace regular employees. On call employees may be used in the event of a leave in excess of five days by any regular employee.

**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 operations; to determine the location of its facilities; to decide the working hours; to decide the types of service it shall provide, including the scheduling and means of providing such services, to maintain order and efficiency in its departments and operations; to promulgate work rules; to hire, lay off, assign, transfer and promote employees; and to determine the starting and quitting time, work schedules and the number of hours to be worked; the number and complexion of the work force, and to determine the qualifications of its employees and standards of workmanship; and all other rights and prerogatives, including those exercised in the past, and those rights which are contained in the Michigan Constitution and the various statutes



of the State 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, provided that in the exercise of this right, it will not act in violation of the terms of this Agreement.

**Section 2.3 Employer's Authority:** The powers of authority which the Employer has not specifically abridged, delegated or modified by this Agreement are retained by the Employer.

**Section 2.4 Emergency Work Assignments:** It is recognized that the Employer is in the business of providing public services, and that during emergency work assignments, personnel and procedures may be modified in any way necessary to meet the demands of the emergency.

Emergency shall be defined as a combination of circumstances which call for immediate action, including severe storms, floods, or other conditions beyond the control of management or declarations of emergency called by the governmental official authorized to do so.

### **ARTICLE III** **ASSOCIATION SECURITY**

**Section 3.1 Agency Shop:** As a condition of continued employment, all employees included in the Collective Bargaining Units set forth in Article 1, thirty-one (31) days after the start of this employment with the County shall either become members of the Association and pay to the Association the dues uniformly required of all Association members, or pay to the Association a service fee equivalent to the periodic dues uniformly required of Association members.

**Section 3.2 Association Membership:** Membership in the Association 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, maintain or drop their membership in the Association as they see fit. The Association recognizes, however, that it is required under this Agreement to represent all employees included within the Collective Bargaining Unit without regard to whether or not the employee is a member of the Association.

**Section 3.3 Checkoff:**

- A) During the life of this Agreement, the Employer agrees to deduct Association membership dues or the service fee equivalent from the pay of each employee who executes and files with the County a proper checkoff authorization form.

- B) Dues will be authorized, levied and certified by the Secretary-Treasurer in accordance with the Constitution and By-Laws of the Association. Each employee hereby authorizes the Association and the Employer without recourse to rely upon and to honor certificates by the Secretary-Treasurer of the Local Association, regarding the amounts to be deducted and the legality of the adopting action. The Employer agrees, during the period of this Agreement, to provide this check-off service without charge to the Association.
- C) A properly executed copy of the written check-off authorization form for each employee for whom dues, and service fees are to be deducted hereunder shall be delivered to the Employer before any payroll deductions are made. Any written authorization which lacks the employee's signature will be returned to the Association by the Employer. Should any employee, for any reason, fail to sign a dues or service fee authorization slip, the Association may request at its sole discretion, that said dues or service fee owed under said agreement be deducted by the employer from the employee's pay check pursuant to state law, without such authorization slip being signed.
- D) Deductions for dues and service fees for any calendar month shall be made from the first (1st) pay period of that month, provided the employee has sufficient net earnings to cover the dues. In the event an employee is absent from work during the first (1st) pay period, such deductions shall be made from the first period of the following month together with the deduction for the current month. Deductions for any calendar month shall be remitted to the designated Secretary-Treasurer of the Local Association not later than the fifteenth (15th) day of each month.
- E) In cases where a deduction is made which duplicates a payment already made to the Association by an employee, or where a deduction is not in conformity with the provisions of the Association Constitution and By-Laws, refunds to the employee will be made by the Association.
- F) The Association shall notify the Employer in writing of the proper amount of dues and service fees and any subsequent changes in such amounts.
- G) The Employer shall not be liable to the Association by reason of the requirements of this Section of the Agreement for the remittance or payment of any sum other than that constituting actual deductions made from employee wages and the Association agrees to hold the Employer harmless for any and all claims arising out of its agreement to deduct dues and service fees.

## **ARTICLE IV** **REPRESENTATION**

**Section 4.1 Board Members:** The Employer agrees to recognize the President and Executive Board Members, said Board Members being members with seniority of the Bargaining Unit and elected by the bargaining unit. The duties of the Board Members shall be limited to the administration of this Agreement, including the investigation and presentation of grievances as established in the grievance procedure. In addition, the Board Members will be expected to constitute the Bargaining Unit for the purposes of negotiating a new Labor Agreement. The Employer agrees to compensate the President and Board Members for all reasonable lost time from their regular schedule of work at the regular rate of pay for time lost while meeting or conferring with Employer representatives. A maximum limitation of compensation for lost time shall be applied to two (2) employees.

**Section 4.2 Association Furnish Names:** The Association will furnish the Employer with the names of its Executive Board who are employed within the unit and such changes as may occur from time to time in such personnel so that the Employer may at all times be advised as to the authority of the individual representatives of the Association, and the Employer shall not be required to recognize or deal with any other than those so designated.

## **ARTICLE V** **CONFERENCES**

**Section 5.1 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, Executive Board and any outside parties requested to attend. Arrangements for such conferences shall be made in advance and shall be limited to the agenda presented when such arrangements are made. It is expressly understood that these special conferences shall not be for the purpose of conducting collective negotiations, nor to, in any way, modify, add to, or detract from the provisions of this Agreement.

## **ARTICLE VI** **GRIEVANCES**

**Section 6.1 Grievances:** A grievance under this Agreement is a written dispute, claim or complaint arising under and during the term of this Agreement and filed by either an authorized representative of, or an employee in, the Bargaining Unit. Grievances are limited to matters of interpretation or application of express provisions of this Agreement. The parties recognizing that an orderly grievance procedure is necessary, agree that each step must be adhered to as set forth herein or the grievance is forfeited. All grievances

must be filed within five (5) days after occurrence of the circumstance 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 in connection with this employment shall present it to the Employer with the following understanding: Before initiating a grievance, the employee and/or Executive Board Member must first discuss the matter orally with their supervisor or his/her designee.
- Step 2: If not resolved in Step 1, the grievance shall be reduced to writing on regular grievance form provided by the Local Association, signed by the employee and presented to the Director or his/her designee within three (3) working days of receipt of same by the President or his/her designee. The Director, or his/her designee, shall answer said grievance within three (3) working days of receipt of same.
- Step 3: Failing to resolve the issue in the second step, the Association shall within five (5) working days of the Director, or his/her designee's disposition, contact the County Administrator to arrange a meeting between the Association and the County to discuss said grievance. This meeting shall be scheduled at a mutually agreeable time, which time shall not exceed, however, five (5) working days from the time the Association contacts the County unless a longer time is mutually agreed upon.
- Step 4: Failing to resolve the issue at the third step, either party may, within five (5) working days, request the services of a mediator from the community. If the parties in this Step are unable to resolve the grievance, the matter may be submitted to arbitration as hereinafter provided for in this Agreement.

#### **Section 6.2 Final Binding:**

- A. Any and all grievances resolved at any step of the grievance as contained in this Agreement shall be final and binding on the Employer, the Association and any and all unit employees involved in the particular grievance.
- B. If the time is not met by either party, then the grievance is settled in favor of the non-defaulting party.
- C. The County shall not be required to pay back wages for periods prior to the time the incident occurred, provided that in the case of pay shortage, of which the employee had not been aware before receiving his/her pay, any adjustments made shall be retroactive to the beginning of the pay period providing the employee files his/her grievance within three (3) working days after receipt of such pay period in question.

- D. When an employee is given a disciplinary discharge or layoff or a written reprimand and/or warning which is affixed to his/her personnel record, the President and the employee will be promptly notified in writing of the action taken.
- E. All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned less any unemployment compensation or compensation for personal services that he/she may have received from any source during the period in question.
- F. The Employer will grant a necessary and reasonable amount of time off during straight time working hours to the Executive Board Member who must necessarily be present for direct participation in grievance adjustments with management. Such Executive Board Member shall first receive permission from his/her immediate supervisor to leave his/her work station. Such permission shall be granted within the shift in which the employee is scheduled and shall report back promptly when his/her part in the grievance adjustment has been completed. Any employee who takes an unreasonable or unnecessary amount of time in grievance procedure adjustments shall be subject, after written warning, to disciplinary action.
- G. Saturdays, Sundays and holidays shall not be counted under the time procedures established in the grievance procedure.
- H. The parties hereby agree that once an employee has elected to pursue a remedy by State Statute or County Ordinance for alleged conduct which may also be a violation of this Agreement, such employee shall not have simultaneous resort to the grievance procedure and any grievance then being processed shall be deemed withdrawn by the party filing. Any decision rendered shall be binding on both parties and the employee. This shall not include Unfair Labor Practices, or issues before the Michigan Employee Relations Commission.

**Section 6.3 Strikes and Walkouts:** Any employee who violates a State Statute regarding strikes and walkouts shall be subject to disciplinary action, up to and including discharge. The Employer shall not provoke a strike or walkout.

## ARTICLE VII ARBITRATION

**Section 7.1 Time Limit for Requesting Arbitration, Expenses and the Power of the Arbitrator:** If the grievance is not settled in the last step above, the Association representative may submit such grievance to arbitration. This submission is to be made within ten (10) days after receipt of the last step answer, with written notice to the Employer. Each grievance submitted to arbitration shall be submitted to the Federal Mediation Conciliation Service in accordance with its voluntary rules and regulations within the time specified above and such rules shall govern the arbitration hearing.

If the parties are unable to agree on an arbitrator within five (5) working days or within a longer period if mutually agreed upon, the arbitrator shall be selected from the panel of arbitrators by each party alternately striking a name from the panel with the remaining name serving as the arbitrator.

The Arbitrator shall have no power or authority to alter, amend, add to or subtract from the terms of this Agreement, nor to make any recommendation with respect thereto. Both parties agree to be bound by the award of the Arbitrator.

The expenses of the Arbitrator shall be shared equally by the parties; however, if either party cancels the arbitration, that party shall be responsible for the full amount of any required fees. The grievant, or a representative of the grievant, and a board member shall be allowed to attend the arbitration without loss of pay, except in the case of a class action, when only the board member shall be allowed to attend without loss of pay. Each party shall make arrangements for and pay the expenses of witnesses which are called by them.

**Section 7.2 Time for Arbitrator's Ruling:** It shall be the obligation of the arbitrator to the Employer and to the Association to make his/her best effort to rule on cases heard by him/her within twenty-one (21) days after the hearing. Priority shall be given to deciding discharge cases and the arbitrator shall make his/her best efforts to decide these cases within fourteen (14) days of the hearing.

**Section 7.3 Appeal:** There shall be no appeal from an Arbitrator's decision. It shall be final and binding on the Association, on all bargaining unit employees and on the Employer.

## **ARTICLE VIII** **DISCIPLINE AND DISCHARGE**

**Section 8.1 Just Cause:** The Employer shall not discharge or lay off for disciplinary reasons any employee except for just cause. It is mutually agreed that progressive discipline shall be employed.

**Section 8.2 Review of Discharge or Suspension:** The discharged or suspended employee will be permitted to review his/her discharge or suspension with his/her Executive Board member and the Employer shall designate an area where he/she may do so before he/she is required to leave the property of the Employer. Upon request, the Employer or his/her designated representative may discuss the discharge or suspension with the employee and the Executive Board member.

**Section 8.3 Criminal Charges:** When an employee is accused of a criminal offense no suspension without pay shall result during the investigation.

**Section 8.4 Step for Discharge or Disciplinary Layoff:** Should a non-probationary employee who has been discharged or given a disciplinary lay-off consider such discipline to be improper, a grievance may be processed initially at the written step of the grievance procedure, provided the grievance is submitted within three (3) working days from the date the discipline was imposed on the grieving employee.

**Section 8.5 Polygraph Test:** No employee will be required to take a polygraph test and such refusal will not be used against him.

**Section 8.6 Disciplinary Action:** Any disciplinary action taken against an employee for violation of any rule, regulation or policy of the Department which is accepted by the employee shall not set a precedent for future settlements.

## **ARTICLE IX** **LAYOFF AND RECALL**

### **Section 9.1 Layoff Order and Notice:**

- A. The word "layoff" means a reduction in the working force due to the decrease of work or limitation in funds, beyond the control of the Employer. Layoff of employees shall be by job classification seniority, and the following order shall be followed, provided that the employees who remain are capable of performing the work available.
1. Temporary employees
  2. Regular part-time employees
  3. Probationary employees

Remaining seniority employees within the classification affected shall then be laid off, in the order of their classification.

- B. When employees have the same classification seniority, the employee with the least seniority in the department shall be laid off first.
- C. Upon being laid off from his/her classification, an employee who so requests shall, in lieu of layoff, be permitted to take another classification in the Department, provided, however, that he/she is able to perform the required duties and has the proper qualification of that classification and that he/she has more seniority than the employee he/she is to replace. Employees who change classification in lieu of layoff shall be paid the salary in accordance with the schedule for that classification.
- D. Notices of recall shall be sent by certified or registered mail, or telegram, to the employee's last known address as shown on the Employer's records and it shall be the obligation of the employee to provide the employer with a current address and

telephone number 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 seven (7) calendar days or his/her employment shall be terminated, unless an extension is granted by the Employer.

- E. In the event a recall is necessary on less than three (3) days notice, the employer may call upon the laid-off employee(s), either personally or by telephone, until an employee who is able to return to work immediately is located. In such case, the employee able to return to work immediately will be given a temporary assignment not to exceed three (3) days, and employees passed over (because of their inability to return to work immediately) will be given notice to report for work at the end of said three (3) day period.
- F. Employees to be laid off for an indefinite period of time will have at least ten (10) working days notice of layoff. The Executive Board shall receive a list from the Employer of the employees being laid off on the same date the notices are issued to the employees.

**Section 9.2 Recall:** A laid off seniority employee, if recalled to a job identical or higher in rate to the job from which he/she was laid off within the bargaining unit, and provided said employee has the ability to perform the job, shall be required to take the recall. Failure to take such offered work shall result in loss of seniority and discharge.

**Section 9.3 Order of Recall:** The order of recalling of laid off employees shall be in the inverse order in which the employees are laid off and shall be subject to the same conditions as layoff.

## **ARTICLE X** **LEAVES OF ABSENCE**

**Section 10.1 General Considerations:** A leave of absence is a written authorized absence from work without pay. A leave shall be granted, denied, or extended by the Employer upon written request for such leave from a bargaining unit employee who shall state the reason for such leave upon his/her application. Only a regular full-time employee who has worked continuously for the Employer for one (1) year or more shall be granted a leave of absence.

Authorization or denial for a leave of absence request shall be furnished to the employee by the Employer and it shall be in writing.

An employee on an approved leave of absence will retain his/her seniority; however, the seniority of an employee will not accumulate while the employee is on an approved leave of absence one (1) month or more, unless otherwise stated in this contract.



In no event shall the duration of any leave exceed twelve (12) calendar months unless extended by mutual agreement.

All leave requests shall state the exact date on which the leave begins and the exact date on which the employee is to return to work. Further extension beyond the return date designated may be granted after thorough investigation and upon a finding that extension of time is necessary and just.

If an employee obtains a leave of absence for a reason other than stated at the time the request is made, the employee will be terminated from his/her job. Employees shall not accept employment elsewhere while on leave of absence unless agreed to by the Employer. Accepting such employment shall result in disciplinary action up to and including discharge.

Failure to return to work on the exact date scheduled shall be cause for termination. Exceptions may be made due to circumstances beyond the control of the employee.

No employee shall return to work prior to the expiration of his/her leave unless otherwise agreed to by the Employer.

Time absent on leave shall not be counted as time at work for any purpose except as hereinafter provided to the contrary.

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

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

**Section 10.2 Medical Leave** Leaves requested due to illness or medical disability (including maternity) must be accompanied by a doctor's certificate that the employee is unable to work and the reason therefore. Employees returning to work must present a doctor's statement indicating the employee's ability to return to the job. Accumulated sick leave may be used for such leave until exhausted.

In the case of maternity, the pregnant employee shall, by the sixth month of pregnancy, provide her supervisor and Personnel with a doctor's statement estimating the delivery date and recommending an exact calendar date for the start of leave. The period of disability for maternity leave shall be assumed to be six weeks from the date of birth unless a doctor's statement indicates otherwise.

**Section 10.3 Military Leave:**

- A. Employees who are members of the National Guard, Naval Reserve, Army Reserve, Marine Reserve, or Air Corps Reserve and who are called for defense training, shall be entitled to a leave of absence in addition to their annual vacation leave from their respective duties. During this leave, and upon presentation of documentation of

their gross wages with the Reserves, they may receive pay for the difference between their regular gross pay and their military gross pay, such pay not to exceed two calendar weeks.

- B. Employees who are called for a physical for the Armed Services are to be granted pay for the day of the physical.
- C. Employees within this bargaining unit who shall be inducted into the Armed Services of the United States, or who shall volunteer for such service, shall, upon completion of such service, be reinstated to their former position or a position of like seniority, status and pay, with the further provision that the length of service with the Armed Services shall be included in the determination of their seniority, status and pay upon such reinstatement; provided that they shall be honorably discharged from the said military service, that the employee is still mentally and physically qualified to perform the duties of such position, and that application for re-employment is made within ninety (90) days subsequent to such honorable discharge or from hospitalization continuing from discharge for a period of not more than one (1) year.

Further extension beyond the return date designated may be granted after thorough investigation and upon a finding that extension of time is necessary and just.

**Section 10.4 Jury Duty:** Employees shall be granted leave of absence with pay when they are required to report for jury duty or as a witness subpoenaed to appear in a local, State, or Federal Court, or when required either by the Employer or any other public agency to appear before a court or such agency on such matters related to the lawful performance of their duties in their work and in which they are personally involved as a result of the faithful performance of their duties.

- A. Seniority will continue to accrue to the employee.
- B. Such employees shall be paid their regular wages for time necessarily spent on such matters after turning over the fees to the Employer.

**Section 10.5 Association Business:** Leaves of absence without pay may be granted, under normal conditions, to an employee elected by the Association to attend educational classes or conventions conducted by the Association. The number will not exceed one (1) employee at any one time and the number of working days will not exceed seven (7) in any one (1) calendar year.

**Section 10.6 Educational Leave:** An employee wishing to further his/her education in his/her chosen profession may be granted educational leave for a maximum of one (1) year without pay. The employee who is granted an educational leave must return to his/her previous classification according to seniority. This leave may be extended by mutual agreement.

**Section 10.7 Parental Leave:** An employee may request a parental leave for up to six months to begin at birth or date of adoption. Accumulated vacation or unpaid leave may be used for this purpose.

**Section 10.8 Bereavement Leave:** When death occurs in an employee's immediate family, i.e., spouse, parent, parent of current spouse, child, brother, sister, grandparents, grandchildren, grandparents of current spouse, the employee, upon request, will be excused from the date of death through the date of the funeral, not to exceed three (3) calendar days. Employees shall receive pay for up to 24 hours of regularly scheduled straight time hours during this period, exclusive of shift and other premiums, provided they attend the funeral. Employees who are absent for more than the twenty four (24) hours may choose to charge additional time against their personal or vacation leave banks. For out-of-state funerals, employees shall be permitted to take up two (2) additional days leave of absence without pay or at the option of the employee to use accumulated personal, sick or vacation leave or compensatory time.

Time thus paid will not be counted as hours worked for purposes of overtime.

**Section 10.9 Personal Leave:** Each regular full-time employee and regular part-time employee (on a pro-rated basis) shall be granted sixty-four (64) hours of personal leave each year in the first pay period which is paid in December. New employees shall be granted this leave upon completion of six (6) months of continuous service, prorated on the number of months of service within the benefit year. Employees who have not completed six months of continuous employment as of December first shall not receive leave for the prior year, however shall receive the full sixty-four (64) hours upon completion of six months of employment.

This leave may be used at the employee's discretion for sick or personal reasons. Twenty-four hours notice and prior approval by the supervisor is required for general absences, and at least one hour notice prior to the beginning of the shift is required for illness, unless the employee can show in writing why prior notification was impossible. Time must be used in 1/2 hour increments. Claim for payment must be submitted on a form provided by the Employer. If any employee has been off work due to sickness or accident for three (3) consecutive days, a statement from a physician may be required by the Employer. Employees who establish a pattern of misuse of sick leave may be required to submit a statement from a physician to verify such illnesses.

Any balance left (of the sixty-four hours) following the last pay period in November shall be paid at the employee's prevailing hourly rate on the first paycheck in December.

Those employees who are hired prior to December 1, 1988, and who selected Plan A on the "Employee Election of Sick Conversion/Payment Plan" prior to November 1, 1988, may convert the balance of the sixty-four (64) hours each year to their frozen Sick Leave Bank up to a maximum of 960 hours.

**Section 10.10 Sick Leave:** Those employees who have a sick bank as of December 1, 1988, shall have said bank frozen. This bank may be used in the following instances:

1. For absences after the sixty-four (64) personal hours have been exhausted.
2. For regularly scheduled hours during the first seven calendar days when an employee qualifies for the short term disability coverage.
3. When an employee qualifies for the short term disability coverage, but chooses to use their frozen sick bank first.

Any balance left upon retirement (as defined in Section 16.5) or upon death shall be paid at the rate of one half of any unused hours at the prevailing hourly rate of the employee.

**Section 10.11 Notification of absence due to Sickness:** Employees absent from work due to illness or other unexpected emergency must notify their supervisor at least one hour in advance of their normal starting time in order to be eligible for compensation, unless the employee can show in writing why prior notification was not possible.

## **ARTICLE XI** **SENIORITY**

**Section 11.1 Seniority Definition:** Seniority shall be defined as the length of the employee's continuous service with the Employer commencing from his/her last date of hire, pro-rated for regular part time service. Bargaining unit seniority shall mean the total of all service within the bargaining unit commencing from the date of the employee's last date of hire with the Employer, pro-rated for regular part time service. Employees who are employed on the same date shall be placed on the seniority list in alphabetical order of surnames.

- A) All new full-time and regular part-time employees shall serve a probationary period of twelve (12) months.
- B) The Union shall represent probationary employees for the purpose of collective bargaining; however, probationary employees may be terminated at any time by the Employer in its sole discretion and neither the employee so terminated nor the Association shall have recourse to the grievance procedure over such termination.
- C) If an employee is absent from work due to illness or other reasons for a period of seven (7) days or longer, such period of his/her absence shall be added to the probationary period.
- D) During the probationary period an employee shall be eligible for employee benefits unless expressly provided otherwise in this Agreement. After an employee has

successfully completed his/her probationary period of employment, he/she shall be put on the seniority list and each seniority shall be as of his/her last date of hire.

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

**Section 11.3 Loss of Seniority:** An employee's seniority with the Employer shall terminate for the following reasons:

- A) He/she quits or retires.
- B) He/she is discharged or terminated and the action is not reversed.
- C) He/she is absent for four (4) working days without properly notifying the Employer and supplying a satisfactory reason for such absence. This is not to be construed in limiting the right to issue discipline for any unjustified absence. Exceptions may be made due to circumstances beyond the control of the employee.
- D) He/she fails to return to work when recalled or at the specified date at the termination of any leave of absence. Exceptions may be made due to circumstances beyond the control of the employee.

## **ARTICLE XII** **LONGEVITY COMPENSATION**

**Section 12.1 Longevity Pay:** All employees shall receive a longevity bonus payable as a separate check on the first pay date in December in accordance with the following schedule:

- A. After completion of five (5) years of service the employee shall receive a \$50 longevity bonus.
- B. In December of the sixth and succeeding years thereafter, \$50 annually will be added to the longevity bonus with no maximum limit.

**Section 12.2 Hired prior to November 27, 1985:** For those employees hired prior to November 27, 1985, and who selected Plan A on the "Employee Election of Longevity Pay Plan prior to December 30, 1985, a longevity bonus shall be payable as a separate check on the first pay date in December in accordance with the following schedule:

After 10 years of service: 5% of base pay  
After 15 years of service: 10% of base pay

This payment shall be prorated over the remainder of the calendar year in which completion of the 10 years (or 15 years) service occurs.

**Section 12.3 Longevity Paid Upon Termination:** 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.

### **ARTICLE XIII** **HOURS OF WORK, PREMIUM PAY AND SHIFT PREFERENCE**

**Section 13.1 Regular Hours of Work:** The regular schedule of an employee's work shall consist of a minimum of eight (8) continuous hours, inclusive of a one half hour paid meal period (provided an emergency situation does not exist which would automatically preclude it). It is recognized and understood that deviations from the regular schedule of work may be necessary as a result of a temporary shortage of manpower and law enforcement exigencies.

**Section 13.2 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. Breaks are to be taken at a time to allow for the continuous and effective operation of the department, and shall not carry over or accumulate, and may not be combined with the starting or quitting time.

**Section 13.3 Overtime Rate:** Overtime pay shall be at the rate of time and one half (1 1/2) of the employee's regular hourly rate, excluding all forms of premium pay, for all work performed in excess of the employee's regularly scheduled hours in any twenty-four (24) hour period or in excess of forty (40) hours in any one work week.

**Section 13.4 Overtime Distribution:**

- A. If requested to work overtime, an employee will be expected to do so unless he/she is excused for good cause by the Employer.
- B. All overtime work to which overtime pay is applicable shall be distributed as equally as possible among employees within a reasonable period of time and within the assignment affected. In case of equal number of hours, the senior employee would have first choice.
- C. An overtime distribution sheet shall be kept current within the assignment affected. Overtime worked shall be added to the overtime distribution sheet within a period of four days.

- D. When a supervisor determines a probationary employee to be ready to be put into the overtime schedule, they shall be placed on the overtime distribution sheet with ten (10) hours less than the hours of the lowest individual on the list.
- E. When an overtime assignment occurs, the first employee able to be reached with the lowest number of overtime hours worked in the overtime distribution book for the assignment affected shall be directed to work the overtime. That employee may trade with another regular employee within the same assignment. If there is no regular employee within the assignment who is willing to take the hours, the employer may call any employee in the bargaining unit or any qualified on-call employee. The employee taking the hours must call and confirm they are taking the hours on a taped phone line.
- F. Regular part-time employees may be held over at the end of their shift if there is not a full-time employee immediately available to fill the need.
- G. When an available overtime sheet is posted, a five (5) day cut off date shall be set for the employees of the Bargaining Unit. After that date other qualified employees of the department may bid for the available overtime.

**Section 13.5 Shift Assignment:** Shift assignments shall be made on a quarterly basis based on the employee's preference according to his/her seniority within the Division. Those eligible must have completed at least one year of service within their classification. The cross training detail will be posted in the schedule 30 days in advance, not to exceed twelve (12) days per year. Assignments will not be made for the coverage of overtime.

The Employer shall grant such requests for shift preference provided that said request shall not be detrimental to the efficient operation of the department. Management reserves the right to make temporary assignments in mid-period due to extended illnesses, education and training, and vacations to accommodate the employees and the shift.

An employee may request a shift preference at the first selection period after he/she has completed one (1) year probationary period.

**Section 13.6 Shift Premium:** Employees shall receive a shift differential of fifty cents (.50) per hour in addition to their regular pay for all hours worked between six (6) p.m. and six (6) a.m.

**Section 13.7 Shift Times:** Primary shifts shall be 7:00 a.m. to 3:00 p.m., 3:00 p.m. to 11:00 p.m., and 11:00 p.m. to 7:00 a.m. Management reserves the right to establish additional shifts which may overlap the primary shifts, said shifts being identified as "floating shifts". Should a vacancy occur of at least two weeks' duration, employees on a floating shift may be required to change their shifts as deemed necessary by the employer. The Employer shall not establish a floating shift arbitrarily or to avoid the payment of overtime, or for the purpose of changing the starting and quitting times of the primary shifts.

Management reserves the right to adjust the commencement times for the primary shifts by a maximum of one (1) hour. Any adjustment in these times, or floating shifts shall be provided to the union thirty (30) days prior to implementation. Management shall not make more than one such shift adjustment in a six (6) month period.

**Section 13.8 Compensatory Time:** Employees who are entitled to overtime pay at the overtime rate as provided in this Agreement, shall, at their option, be credited with an equivalent amount of compensatory time in lieu of money payment. An employee may bank compensatory time to a maximum of forty (40) hours. Compensatory time may be requested of the Office Manager only after earned and at his/her discretion may be granted when workload and scheduling may permit. Employees granted compensatory time may have such time canceled prior to beginning such leave if deemed necessary by the employer.

#### **ARTICLE XIV** **HOLIDAY PAY**

**Section 14.1 Paid Holidays:** The following shall be considered as paid holidays for purposes of this Agreement:

|                         |                        |                    |
|-------------------------|------------------------|--------------------|
| New Year's Day          | Independence Day       | Christmas Eve Day  |
| President's Day         | Labor Day              | Christmas Day      |
| Good Friday             | Thanksgiving Day       | New Year's Eve Day |
| Memorial Day (observed) | Day after Thanksgiving | Floating Holiday   |

Employees assigned to a seven (7) day operation shall recognize the actual holiday unless otherwise indicated. Employees in a five (5) day operation (schedule reflects Monday through Friday for one month or more) shall recognize Monday if the holiday falls on Sunday, and the preceding Friday if the holiday falls on Saturday.

**Section 14.2 Eligibility for Holiday Pay:** To be eligible for holiday pay, an employee must work his/her scheduled day before and his/her scheduled day after a holiday or be on authorized paid leave, excluding short term disability.

**Section 14.3 Compensation for Holidays Not Worked:** No holiday for which an employee is paid and during which he/she did not work shall be considered or treated as time actually worked by him/her for purposes of overtime compensation.

**Section 14.4 Holidays During Leave:** Holidays occurring during the vacation period, bereavement leave or sick leave are compensable and shall not be charged against the employee's accumulated time.



**Section 14.5 Compensation for Work on a Holiday:** Employees who are required to work on a holiday shall receive in addition to the holiday pay, time and one half (1 1/2) for all hours worked.

**Section 14.6 Work Not Scheduled on Holiday:** Employees covered by this Agreement who do not work on the holidays hereinbefore designated, and who meet the eligibility requirements hereinbefore designated, shall be compensated for such holiday based on eight (8) hours at the straight time hourly rate, excluding premiums, of the particular employee. Employees whose regular shift is in excess of eight (8) hours may use banked vacation, personal or compensatory time to make up the additional hours. Employees whose posted monthly schedule reflects that they are scheduled to work a holiday and are later requested by management to take the holiday off due to excessive coverage shall receive holiday pay for the number of hours for which they were originally scheduled to work.

**Section 14.7 Agreement to Work on a Holiday but Does Not Work:** When an employee agrees to work on one of the hereinbefore designated holidays or the day observed in lieu thereof, if any, and does not work as agreed, he/she shall not receive the pay for such holiday, unless on an excused leave.

**Section 14.8 Compensation for Non-Scheduled Employee Who Works on Holiday:** Employees who are not scheduled to work on a holiday and who are required to report to work shall be paid in addition to the holiday pay, one and one half (1 1/2) times their hourly rate for all hours worked on the holiday.

**Section 14.9 Snow Day:** County snow day procedures will apply to bargaining unit personnel.

**Section 14.10 Floating Holiday:** One (1) floating holiday shall be credited to the employee in the first pay period of the calendar year. Employees who are hired on or after October 1st shall not be granted the floating holiday for the year of hire. Such holidays shall not accrue from year to year or be paid out for any reason.

## **ARTICLE XV** **VACATION**

**Section 15.1 Vacation Eligibility and Schedule:** Employees working under this Agreement shall receive paid vacations in accordance with the schedule hereinafter stated and provided they are eligible.

Vacation shall accrue but not be available for use until after six (6) months of service. Such vacation shall be accrued on a biweekly basis in accordance with the following schedule:

| <u>YEARS OF SERVICE</u>    | <u>HOURS</u> |
|----------------------------|--------------|
| Less than 3 years          | 80           |
| 3, but less than 5 years   | 96           |
| 5, but less than 10 years  | 120          |
| 10, but less than 15 years | 136          |
| 15, but less than 25 years | 160          |
| 25 or more years           | 200          |

**Section 15.2 Accrued and Unused Vacation:** Accrued and unused vacation days shall be carried forward to the next subsequent vacation eligibility year with a maximum limitation on carry-over of two-hundred (200) hours.

**Section 15.3 Illness During Vacation:** If an employee becomes ill and/or is under the care of doctor during his/her vacation, he/she may choose to use accumulated sick leave rather than vacation leave for that period of time. A doctor's statement may be required by the Employer.

**Section 15.4 Waiver of Vacation by Employee:** A vacation may not be waived by an employee and extra pay received for work during that period. If an employee is required by the Employer to reschedule his/her vacation, then the provision of Section 15.2 will not be invoked.

**Section 15.5 Vacation Schedules:** Vacation schedules will be worked out as far in advance as possible. After January 1st and prior to March 1st, each employee shall indicate on a six month calendar his/her vacation request for the period April 1 to September 30. The same process shall be followed between July 1 and September 1 for the period of October 1 to March 31. Vacation requests shall be scheduled by seniority with preference given to multiple day requests of five (5) days or more. Employees who request vacation periods encompassing the Cherry Festival, Thanksgiving Day, Day after Thanksgiving, and Christmas Day, shall not be granted more than one of the holiday periods in the same year if someone else requests those holidays. Further, employees shall not be granted the same holidays (described above) two years consecutively if someone else requests that holiday. After March 1st and September 1st, all employees who have failed to select their vacation time will take whatever time is available only on a first-come-first-served basis. Employees will be notified of approval of vacation periods within a reasonable time after March 1st and September 1st. Any requested change in vacation schedule after notification will require at least thirty (30) days' notice. Exceptions may be made for unusual circumstances.

**Section 15.6 Vacation Pay:** Vacation pay will be at the current rate, less premium pay, of the employee. Current salary shall include any increase in salary schedule by reason of length of service, or any percentage increase which an employee is entitled to by reason of any increment plan.

**Section 15.7 Vacation Pay Upon Termination:** Upon termination of employment due to resignation, death, retirement or dismissal, an employee shall be compensated in wages for all unused vacation leave through date of termination that such employee has accrued.

**Section 15.8 Employee's Scheduling of Vacation:** Employees shall be permitted to schedule their vacation in conjunction with their regular pass days.

**Section 15.9 Vacancies During Prime Season :** It is agreed between the parties that qualified temporary or on-call employees may be utilized to fill vacancies during the vacation periods of regular employees during the prime season, which shall be identified as the period between May 15 and September 15.

**Section 15.10 Vacation Approval:** In an effort to assure all employees a reasonable opportunity to request the vacation periods consistent with their personal needs, the employer reserves the right to approve vacations up to a maximum of three consecutive weeks. Vacation requests which exceed three weeks will be held for final evaluation by the Office Manager until all other vacation requests have been submitted.

## **ARTICLE XVI** **INSURANCE AND PENSION**

**Section 16.1 Health Insurance:** The Employer agrees to pay the full premium for hospitalization and medical insurance coverage for all regular full-time employees, including those on paid leave, and their families. Regular part-time employees who elect to do so may be covered, with the County covering the 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. Said insurance shall be substantially equivalent to benefits in effect with the Health Maintenance Organization on January 1, 1994, under the guideline that the employee does not have substantially the same benefits from other employment.

Effective October 1, 1994, coverage for the vision exam will be removed from the free-standing Vision Plan, and will be covered by the medical plan for annual examinations with a \$15 co-pay as described in the HMO Certificate of Coverage. Also effective October 1, 1994, the benefit for contact lenses under the free standing Vision Plan shall increase to 100% of Reasonable and Customary for glasses (frames and lenses).

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 traditional insurance or HMO) if they wish, and dependents will be covered under the employee whose birthdate comes first in the year, unless otherwise agreed to by both employees.

The benefits provided under this section shall be secondary to any personal protection or personal injury benefits available from an insurer under a motor vehicle policy described in Section 3101(1) of the Michigan Compiled Laws.

**Section 16.2 Retirees Group Health:** Employees who have retired from the service of the Grand Traverse County (as defined in Section 16.5) shall be entitled to group rates under the hospitalization plan, including the equivalent of the Medicare Rider.

**Section 16.3 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 receive, in addition to their workers' compensation benefits, 20% of their regular gross pay, to be paid by the Employer from the employee's sick or personal leave bank. The Employer's subsidy will terminate upon the exhaustion of the employee's accumulated leave.

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.

**Section 16.4 Unemployment Insurance:** The Employer agrees to provide, through the services of the Michigan Employment Security Commission, unemployment insurance coverage for all employees under this Agreement.

**Section 16.5 Retirement Plan:** 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 percent (6%) 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 25% after three (3) years of service, 50% after four (4) years, 75% after five (5) years, and be fully vested after six (6) years of service.

Employees already under the MERS Defined Benefit Plan as of May 1, 2000, and who did not choose to roll over into the Defined Contribution Plan, shall receive benefits calculated under B4 plan, with a drop back to the B3 plan at age of eligibility for social security, with a payroll deduction of .67% of gross wage. The benefit also includes the F55/25 rider, and eight (8) year vesting.

Age 60 with eight (8) 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 retirement.

**Section 16.6 Life Insurance:** The Employer agrees to pay the full premium for term life insurance and accidental death and dismemberment insurance for regular full-time employees in the amount of \$20,000 or one times salary, whichever is greater, said insurance to become effective the first of the month following six (6) months of

employment. Regular part-time employees who elect to do so may be covered, with the County paying a pro-rated amount of the premium based upon the number of hours the employee is regularly scheduled to work, and the employee reimbursing the County through payroll deduction for the remainder.

**Section 16.7 Short Term Disability:** The Employer agrees to provide Short Term Disability Insurance for all regular full-time employees, and all regular part-time employees on a prorated basis, such insurance to be effective the first of the month following six months of service. This insurance shall provide 66 2/3 percent of the employee's regular weekly wage for up to 26 weeks for absences due to approved injury or illness. The coverage will begin on the eighth day following injury or illness.

**ARTICLE XVII**  
**VACANCY AND TEMPORARY TRANSFER**

**Section 17.1 Regular Vacancies:** Vacancies within the department shall be given preference to be filled from within the Department. Established job requirements and qualifications shall be used as the criteria as well as any standard examinations utilized for selection. All vacancies shall be posted for a minimum of five (5) days and all employees are required to provide written notice of their intent to fill a classification other than their existing classification.

- A. If the rate of pay in the former class is less than the minimum rate established for the class of the new position the rate of pay shall be advanced to the minimum for the class.
- B. If the rate of pay in the former class is more than the maximum rate established for the new class, the pay shall be reduced to the maximum rate or intermediate step of the new range as determined by the County Administrator.
- C. If the rate of pay in the former class falls within the new range of pay and at the established step in the range of the new class, the salary rate shall be increased to the next higher step in the case of a promotion, and, at the discretion of the County Administrator, shall be adjusted to a lower step in the case of a demotion.

**Section 17.2 Temporary Vacancies:** 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 from the eligibility list within the appropriate division. If there is no current eligibility list for the specific position, the Sheriff or his/her designee shall assign the most qualified employee to the position. If it involves an assignment in a higher pay classification for over two (2) hours, the employee will receive the higher rate of pay for all hours worked.

The Sheriff 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 ninety (90) days without mutual consent of the parties.

## **ARTICLE XVIII** **UNIFORMS**

**Section 18.1 Uniforms Furnished by Employer:** The Employer agrees to furnish the following uniforms to full-time employees: a minimum of three (3) shirts/blouses; three (3) pair of pants/skirts; one (1) sweater, (1) blazer, and other wearing garments which are required by the Employer, excluding footwear, which the Employer agrees to replace as needed. Employees may choose to purchase a uniform blazer in place of one sweater and the employer will pay the current cost of a sweater toward the blazer. Employees would be able to keep the blazer upon termination of employment.

## **ARTICLE XIX** **GENERAL**

**Section 19.1 Joint Health and Safety Committee:** The parties to this Agreement shall establish a Joint Safety Committee consisting of one (1) representative of the Association and one (1) representative of the Board of Commissioners. All safety ideas and complaints will be handled by the Safety Committee.

**Section 19.2 Disputes Involving Safety:** In any dispute involving safety, M.I.O.S.H.A. will be used and their decision will be final and binding upon the parties. If, however, M.I.O.S.H.A. will not take jurisdiction, the matter is a proper subject for grievance arbitration.

**Section 19.3 Records of Service:** The parties agree that records of service will be kept in the employee's personnel file. The employee shall, upon request, in the presence of the Employer, have access to his/her personnel file.

**Section 19.4 Visits by Authorized Representatives of the Association:** Authorized representatives of the Association shall be permitted to visit the operation of the Employer during working hours to talk with the Executive Board Members, and/or representatives of the Employer concerning matters covered by this Agreement without interfering with the progress of the work force. The Association will arrange with the Employer for time and place prior to the occurrence of such visits.

**Section 19.5 Legal Assistance Provided by Employer:** The Employer will provide to the employee such legal assistance as will be required when civil action is brought against

an employee as a result of the acts occurring when and while said employee is in the performance of their duties and responsibilities; provided that notification is immediately given to the Employer that service of process was made upon the employee.

**Section 19.6 Training School Expenses:** The Employer shall pay the tuition, expenses, and provide proper transportation for training schools as assigned. Any employee designated to attend training schools benefitting both the County and the employee shall be remunerated at their regular rate of pay.

**Section 19.7 Use of Personal Vehicle:** Whenever an employee is requested by the Employer to use his/her own personal vehicle in the line of duty and on the business of the Employer, he/she shall be accorded mileage at a rate as uniformly established by the Grand Traverse County Board of Commissioners.

**Section 19.8 Equipment:** If equipment should be regarded as defective, an employee should immediately inform his/her immediate supervisor and present a list of defects. If the supervisor determines the equipment to be defective, he/she shall cause the same to be stored until cleared by an appropriate specialist as fit for service. If the supervisor determines the equipment to be fit for service, he/she must so notify the employee in writing.

The Employer shall not require employees to utilize equipment that is not in safe operating condition or equipped with the safety appliances prescribed by law.

**Section 19.9 Bulletin Board Notices:** The Employer will provide a bulletin board in the facility where employees hereunder are employed for the use of the Association and the Employer. Only official notices are to be posted and must have the signature of the President or a Board Member. The Association/Employer will promptly remove from such bulletin board any material which is detrimental to the Association/Employer relationship.

**Section 19.10 Rest Periods:** Employees shall normally be granted a minimum rest period of eight (8) hours before having to report back to duty, except in unusual situations, manpower shortages or emergencies.

**Section 19.11 Bonding:** Should it be required that any employee be bonded, any premium involved shall be paid by the Employer.

**Section 19.12 Court Appearances:** Employees of the bargaining unit who may be required to appear in court on civil or criminal matters, or before Commissioners as may be related to their work, on days off or other authorized off-duty time, will be paid a minimum of two (2) hours at time and one-half (1 1/2) for their set appearance in lieu of any witness fees.

**Section 19.13 Call Back Time:** 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 back time. In the event that

the call back occurs on a holiday recognized by this Agreement, the two (2) hour minimum shall be paid at the holiday premium rate of pay, excluding shift premium.

**Section 19.14 Hours Considered Worked:** All hours paid to an employee, exclusive of overtime, shall be considered as hours worked for the purpose of computing fringe benefits under this Agreement.

**Section 19.15 Pay Periods:** The Employer shall provide for bi-weekly pay periods. Each employee shall be provided with an itemized statement of his/her earnings and of all deductions made for any purpose. Pay day is currently every other Friday.

**Section 19.16 Association's Right to Examine Time Sheets:** The Association shall have the right to examine the time sheets and other records of the Employer pertaining to the computation of compensation for an employee who has submitted a specific grievance relative to such compensation. Upon request by the Association, such records shall be furnished by the Employer for inspection.

**Section 19.17 Employer's Right to Establish Rules:** The Employer reserves the right to establish reasonable rules, regulations, policies and procedures not inconsistent with the provision of this Agreement. Such rules, regulations, policies and procedures shall be available for inspection and review by employees if such rules, regulations, procedures and policies concern working conditions. If the Association believes that any rule, regulation, policy and/or procedure is inconsistent with the terms of this Agreement, a grievance may be filed within five (5) days after the establishment or application of such rule, etc., and thereafter considered in accordance with the grievance procedure.

**Section 19.18 Tuition Reimbursement:** Employees who receive prior approval for educational courses relating to their job performance may receive tuition reimbursement from the Employer in accordance with County policy.

**Section 19.19 Tobacco Use:** Employees hired since January 1, 1999, are prohibited from using tobacco products during the work day, including when out of the office such as during conferences, on County premises, or in County vehicles. Employees who must share a room or private vehicle while traveling may be prohibited from tobacco use during those times as well as during the business portion of the travel.

## **ARTICLE XX** **SAVINGS CLAUSE**

If any Article or Section of the 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 effected 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.

**ARTICLE XXI**  
**TERMINATION**

This Agreement shall be effective on the first day of January, 2002, and shall remain in full force and effect until the thirty-first day of December, 2005.

The Agreement shall automatically be renewed from year to year thereafter unless either party notifies the other, in writing, by one hundred and twenty (120) days prior to the anniversary date that it desires to modify this Agreement.

In any event, however, the conditions of employment, including wages and benefits, shall remain in effect providing that the Union files consistent with Act 312 until such time as a Labor Agreement is negotiated and/or established.

**FOR THE EMPLOYER:**

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

Date 10-2-02

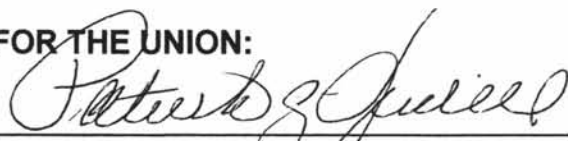
  
\_\_\_\_\_  
County Administrator

Date 10-04-02

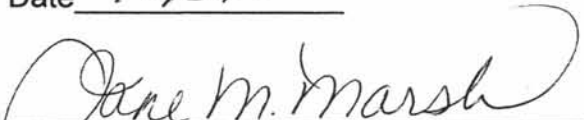
  
\_\_\_\_\_  
Sheriff

Date 10-23-2002

**FOR THE UNION:**

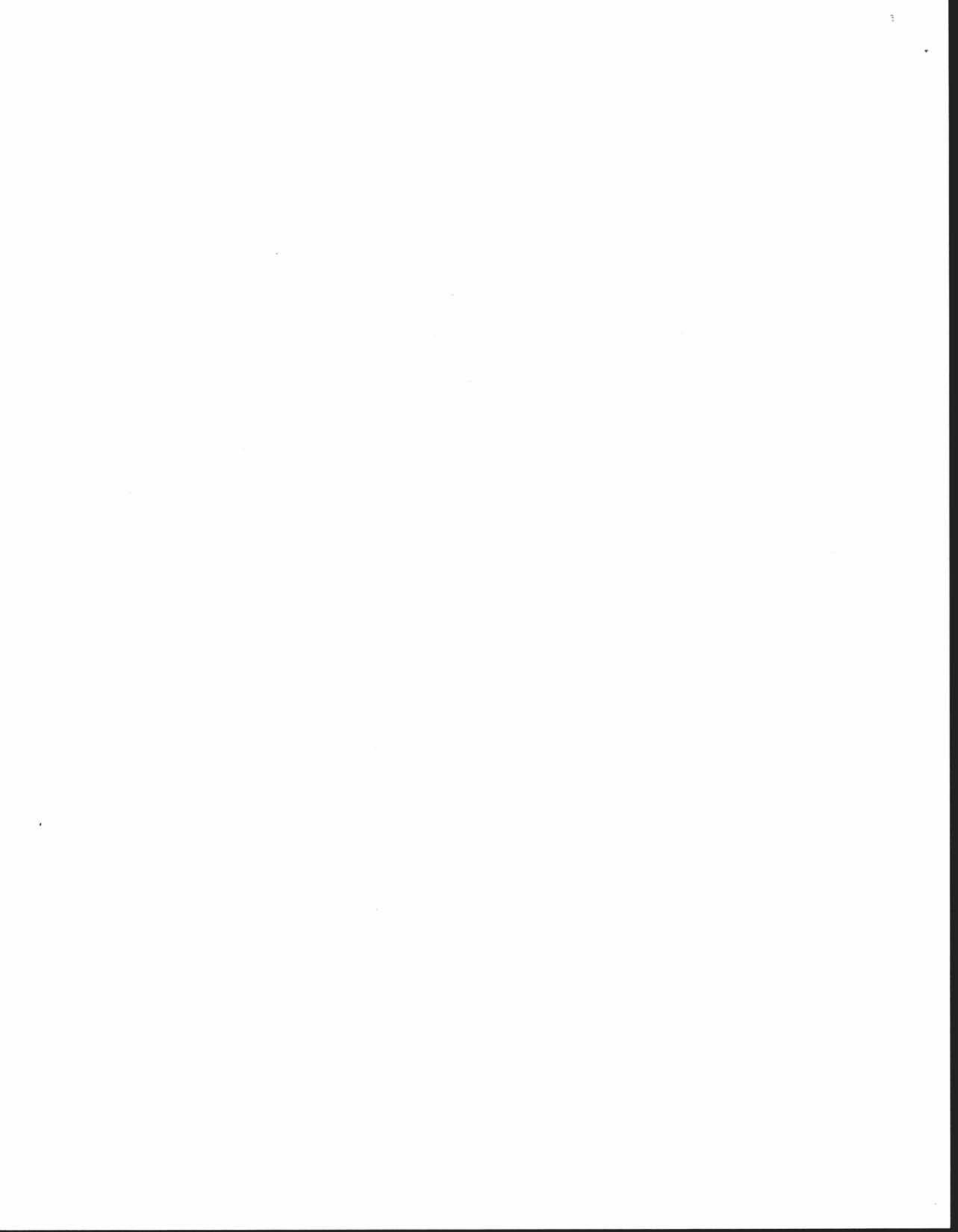
  
\_\_\_\_\_  
Business Representative

Date 10/3/02

  
\_\_\_\_\_  
President

Date 10/3/2002

Wages shall increase January 1, 2002, by the June Detroit CPI of 2.9%, less .48% for health premium increase, or 2.42%, based on change to \$10 office visit co-pay and \$10 generic / \$20 brand name drug co-pay. Wages shall increase January 1, 2003, January 1, 2004, and January 1, 2005, by the estimated CPI reduced by the estimated cost of increased health premiums, or 2.5% each year.



TPOAM - GRAND TRAVERSE COUNTY CENTRAL RECORDS EMPLOYEES

|                           |       |                          |       |       |       |       |       |       |
|---------------------------|-------|--------------------------|-------|-------|-------|-------|-------|-------|
| Effective January 1, 2002 |       | 2.42% increase over 2001 |       |       |       |       |       |       |
| C                         | 8.99  | 9.65                     | 10.41 | 10.87 | 11.38 | 11.88 | 12.41 | 13.00 |
| D                         | 9.61  | 10.33                    | 11.11 | 11.60 | 12.16 | 12.69 | 13.27 | 13.87 |
| F                         | 10.99 | 11.84                    | 12.71 | 13.29 | 13.88 | 14.53 | 15.20 | 15.91 |
| Effective January 1, 2003 |       | 2.50% increase over 2002 |       |       |       |       |       |       |
| C                         | 9.21  | 9.89                     | 10.67 | 11.14 | 11.66 | 12.18 | 12.72 | 13.33 |
| D                         | 9.85  | 10.59                    | 11.39 | 11.89 | 12.46 | 13.01 | 13.60 | 14.22 |
| F                         | 11.26 | 12.14                    | 13.03 | 13.62 | 14.23 | 14.89 | 15.58 | 16.31 |
| Effective January 1, 2004 |       | 2.50% increase over 2003 |       |       |       |       |       |       |
| C                         | 9.44  | 10.14                    | 10.94 | 11.42 | 11.95 | 12.48 | 13.04 | 13.66 |
| D                         | 10.10 | 10.85                    | 11.67 | 12.19 | 12.77 | 13.34 | 13.94 | 14.58 |
| F                         | 11.54 | 12.44                    | 13.36 | 13.96 | 14.59 | 15.26 | 15.97 | 16.72 |
| Effective January 1, 2005 |       | 2.50% increase over 2004 |       |       |       |       |       |       |
| C                         | 9.68  | 10.39                    | 11.21 | 11.71 | 12.25 | 12.79 | 13.37 | 14.00 |
| D                         | 10.35 | 11.12                    | 11.96 | 12.49 | 13.09 | 13.67 | 14.29 | 14.94 |
| F                         | 11.83 | 12.75                    | 13.69 | 14.31 | 14.95 | 15.64 | 16.37 | 17.14 |

