

7065

12/13/2007

AGREEMENT

BETWEEN

THE BOARD OF COMMISSIONERS

OF

GRAND TRAVERSE COUNTY

AND

THE AMERICAN FEDERATION OF STATE, COUNTY,

AND MUNICIPAL EMPLOYEES

SUPERVISORY BARGAINING UNIT

For January 1, 2005, through December 31, 2007

Grand Traverse County

Amendments made to:

- | | |
|----------------------------------|--|
| Agreement | Removed Date |
| Section 1.1 Representation | Removed ref. to mental health employees; add Dep. Dir. of Finance as excluded |
| Section 2.4 (b) Reas. Rules | Removed reference to bulletin board |
| Article IV Bargaining Unit Work | Removed complete article; renumbered remaining articles |
| (new) Section 6.1 Griev. Process | Step III - contact Court Admin. or his/her designated rep; added last paragraph |
| | Step IV - deleted |
| (new) Section 8.1 Just Cause | Removed required written notif. of discipline to union except in discharge or suspension |
| (new) Section 9.1(c) Layoff | Employee laid off permitted to take a equal/lower classification; must meet min. qualif. |
| (new) Section 10.1 Gen. Consid. | Leaves of Absence granted in accordance w/the law, County policy and contract |
| (new) Section 10.6 Education | Add "career with the County" |
| (new) Section 10.9 Pers. Leave | Removed reference to claim form |
| (new) Section 12.1 Long. Pay | Removed reference to Plan A and Plan B / Eliminated for employees hired after 1/1/05 |
| (new) Section 13.1 Work Sched | Removed two positions grandfathered at 37.5 hours per week |
| (new) Section 14.1 Paid Holidays | Add New Years Eve Day and two Floating Holidays |
| Removed Original Section 15.3 | Paid Holidays-Computing Overtime (re-numbered remaining sections in this article) |
| (new) Section 14.4 Holiday Pay | Removal of old paragraph (a) |
| (new) Section 15.1 Vacation Pay | Display vacation accumulation in hours; Added 2 days for the 10-15 years |
| (new) Section 16.1 Health Cov. | Benefits substantially equivalent to Priority Health Maintenance Organization on 4/1/05 |
| (new) Section 16.6 STD | Removed \$600 cap |
| (new) Section 18.5 Copies | Employer to provide 3 copies of Agreement; publish on County website and intranet |
| (new) Article XX Termination | Change dates; add <u>at least</u> 150 days |

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AGREEMENT

This Agreement entered into between the Grand Traverse County Board of Commissioners, a municipal body corporate of the State of Michigan, (hereinafter referred to as the "EMPLOYER") and the Grand Traverse County Supervisory Employee's Chapter of Local #1079, affiliated with Michigan Council #25, AFSCME, AFLCIO (hereinafter referred to as the "UNION") expresses all mutually agreed upon covenants between the parties heretofore.

PREAMBLE

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

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

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

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

ARTICLE I RECOGNITION

Section 1.1 Collective Bargaining Unit The Employer hereby agrees to recognize Grand Traverse County Employees Chapter of Local 1079, affiliated with Michigan Council #25, AFSCME, AFL-CIO as the exclusive bargaining representative, as defined in Act No. 379, State of Michigan, Public Acts of 1965, as amended, for all employees employed by the Employer in the following described unit for the purposes of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment:

All full time supervisory employees of Grand Traverse County excluding elected officials, department heads, court employees, Secretary to the Prosecuting Attorney, Deputy Director of Human Resources, Deputy Director of Finance, Medical Care Facility Employees, and temporary employees as defined in the contract and other confidential employees as determined by the Michigan Employment Relations Commission.

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

- a) Regular Full-Time Employee A regular full-time employee is an employee who is working the official workweek on a regular schedule at a job classified by the Employer as permanent.
- b) Regular Part-Time Employee A regular part-time employee is an employee who is working less than the full-time requirements required of that position.
- c) Temporary Employee A temporary employee is an employee hired for a specific job of not more than one hundred and eighty (180) days in duration.

Section 1.3 Temporary Employees

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

ARTICLE II MANAGEMENT RIGHTS

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

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

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

Section 2.4 Reasonable Rules, Policies, Procedures

- a) The right of the Employer to establish reasonable rules, policies and procedures is recognized.
- b) When existing rules are changed or new rules are established, the Employer shall post said rules for a period of five (5) working days before becoming effective.
- c) Employees shall comply with all existing reasonable rules and newly established reasonable rules that are not in conflict with the terms of the contract, provided the rules are uniformly applied and enforced. Any complaint as to the reasonableness or application of any existing or new rules shall be instituted at step 2 of the grievance procedure.

ARTICLE III UNION SECURITY

Section 3.1 Agency Shop

- a) Employees covered by this Agreement at the time it becomes effective and who are members of the Union at that time shall be required, as a condition of continued employment, to continue membership in the Union or pay a representation fee to the Union equal to dues and initiation fees uniformly charged for membership for the duration of this Agreement.
- b) Employees covered by this Agreement who are not members of the Union at the time it becomes effective shall be required as a condition of continued employment to become members of the Union or pay a representation fee equal to dues and initiation fees required for membership commencing thirty (30) days after the effective date of this Agreement, and such condition shall be required for the duration of this Agreement.
- c) Employees hired, rehired, reinstated or transferred into the bargaining unit after the effective date of this Agreement and covered by this Agreement shall be required as a condition of continued employment to become members of the Union or pay a representation fee to the Union equal to dues and initiation fees required for membership for the duration of this Agreement, commencing the thirtieth (30th) day following the beginning of their employment in the unit.

Section 3.2 Union Membership Membership in the Union is not compulsory and is a matter separate, distinct and apart from an employee's obligation to share equally the costs of administering and negotiating this Agreement.

Section 3.3 Checkoff

- a) The Employer agrees to deduct from the wages of any employee, who is a member of the Union, all union membership dues and initiation fees uniformly required, if any, as provided in a written authorization in accordance with the standard form used by the Employer herein, provided that the said form shall be executed by the employee. The written authorization for union dues deduction shall remain in full force and effect during the period of this contract and may be revoked only by written notice given during the period thirty (30) days immediately prior to expiration of this contract. The termination must be given both to the Employer and the Union.

- b) Dues and initiation fees will be authorized, levied and certified in accordance with the Constitution and by-laws of the local Union. Each employee and the Union hereby authorize the Employer to rely upon and to honor certifications by the Secretary-Treasurer of the local Union, regarding the amounts to be deducted and the legality of the adopting action specifying such amounts of union dues and/or initiation fees.
- c) The Employer agrees to provide this service without charge to the Union.

Section 3.4 Representation Fee Checkoff

- a) The Employer agrees to deduct from the wages of any employee who is not a member of the Union the union representation fee, as provided in a written authorization in accordance with the standard form used by the Employer provided that the said form shall be executed by the employee. The written authorization for representation fee deduction shall remain in full force and effect during the period of this contract and may be revoked by written notice given during the period thirty (30) days immediately prior to the expiration of this contract. The termination notice must be given both to the Employer and to the Union.
- b) The amount of such representation fee will be determined as set forth in Section 3.2.
- c) The Employer agrees to provide this service without charge to the Union.

Section 3.5 Remittance of Dues and Fees

- a) Check-off deductions under all properly executed authorization for check-off shall become effective at the time the application is signed by the employee and shall be deducted from the first pay period of the month and each month thereafter.
- b) Deductions for any calendar month shall be remitted to such address designated to the designated financial officer of Michigan Council #25 AFSCME, AFL-CIO, with an alphabetical list of names and addresses of all employees from whom deductions have been made no later than the fifth (5th) day of the month following the month in which they were deducted.
- c) The Employer shall additionally indicate the amount deducted and notify the financial officer of the Council of the names and addresses of employees who, through a change in their employment status, are no longer subject to deductions and further advise said financial officer by submission of an alphabetical list of all new hires since the date of submission of the previous month's remittance of dues.

Section 3.6 Union Notification to Employer of Dues The Union shall notify the Employer in writing of the proper amount of dues, initiation and service fees and any subsequent changes in such amounts.

Section 3.7 Disputed Authorization Forms If a dispute arises as to whether or not an employee has properly executed or properly revoked a written check-off authorization form, no further deductions shall be made until the matter is resolved.

ARTICLE IV REPRESENTATION

Section 4.1 Representation The Employer agrees to recognize one (1) Chapter Chairperson and one (1) alternate, selected by the Union. The Alternate shall be limited to the administration of this Agreement including the investigation and presentation of grievance procedure.

Section 4.2 Seniority for Chapter Chairperson and Alternate For purposes of layoff and recall, the Chapter Chairperson and alternate of the Union, in that order, shall be senior on the seniority list, provided however, that such Officers have the ability to perform the required work.

Section 4.3 Union Notification of Authorized Representatives The Union will furnish the Employer with the names of its authorized representatives and members of its committee 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 Union, and the Employer shall not be required to recognize or deal with any other than those so designated.

Section 4.4 Pay During Negotiations The Union in contract negotiations may be represented by employees selected from within the bargaining unit. The Employer agrees to compensate a maximum of three (3) employees at their regular rate of pay for time lost while meeting with Employer representatives.

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, Alternate and/or the Chapter Chairperson, and any outside parties requested to attend. Arrangements for such conferences shall be made in advance and shall be limited to the agenda presented when such arrangements are made. It is expressly understood that these special conferences shall not be for the purpose of conducting collective negotiations, nor to, in any way, modify, add to, or detract from the provisions of this Agreement unless by mutual agreement.

ARTICLE VI GRIEVANCES

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

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

- Step I: Any complaint shall first be taken up by the employee involved with or without their Steward, with the Department Head or his/her designated representative. If no satisfactory answer or disposition is received within one (1) working day, the complaint shall be processed to the second step.
- Step II: The employee and/or his/her Steward shall within three (3) working days after the discussion with the Department Head or his/her designated representative, reduce the matter to written form stating all facts in detail and submit same to the Department head or his/her designated representative. The Department Head or his/her designated representative shall within three (3) working days of receipt of the grievance record his/her disposition on all copies of the grievance form and return two (2) copies to the chapter chairperson . If the matter is not satisfactorily settled or adjusted in this stage, the chapter chairperson shall then process the grievance to the next step.
- Step III: Failing to resolve the issue in the second step, the Union shall within five (5) working days of the Department Head or his/her representative's disposition contact the County Administrator or his/her designated representative to arrange a meeting between the Union and the Employer 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 Union contacts the Employer unless a longer time is mutually agreed upon. 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 and Binding Any and all grievances resolved at any step of the grievance procedure as contained in this Agreement shall be final and binding on the Employer, the Union, and any and all unit employees involved in the particular grievance.

Section 6.3 Time Limits Grievances shall be processed from one step to the next within the time limit prescribed in each of the steps unless a time limit is mutually extended. Any grievance upon which a disposition is not made by the Employer within the time limits prescribed, or any extension which may be agreed to, may be referred to the next step in the grievance procedure, the time limit to run from the date when time of disposition expired. Any grievance not carried to the next step by the Union or responded to by the Employer within the prescribed time limits or such extension which may be agreed to, shall be automatically settled in favor of the non-defaulting party.

Section 6.4 Back Wages The Employer shall not be required to pay back wages for periods prior to the time the incident occurred provided that in the case of a pay shortage, of which the employee had not been aware before receiving their pay, any adjustments made shall be retroactive to the beginning of that pay period providing the employee files their grievance within five (5) working days after receipt of such pay.

Section 6.5 Notification of Disciplinary Discharge/Layoff When an employee is given a disciplinary discharge or layoff the Union and the employee will be promptly notified in writing of the action taken. Grievances regarding discharge shall commence at step two (2) of the grievance procedure.

Section 6.6 Claim for Back Wages All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned less any unemployment compensation or compensation for personal services that they may have received from any source during the period in question except outside income which was normally earned.

Section 6.7 Reasonable Time to Participate in Grievance Meetings The Employer will grant a necessary and reasonable amount of time during straight time working hours to the Alternate who must necessarily be present for direct participation in grievance adjustments with management. Such chapter chairpersons or Alternate shall first receive permission from their department head or designated representative to leave their work station and shall report back promptly when their part in the grievance adjustment has been completed. Any employee who takes an unreasonable or unnecessary amount of time in grievance procedure adjustments shall be subject, after a written warning, to disciplinary action.

Section 6.8 Definition of Time Procedures Saturdays, Sundays and holidays shall not be counted under the time procedures established in the grievance procedure.

Section 6.9 Strikes Any employee who violates a State Statute regarding strikes and walkouts, shall be subject to disciplinary action.

ARTICLE VII ARBITRATION

Section 7.1 Time Period for Filing for Arbitration Either party may request arbitration of an unsettled grievance. The party desiring arbitration must notify the other party in writing of such desires within thirty (30) working days of the day the written disposition was given under the last step of the grievance procedure provided for in this Agreement. In the event that either party should fail to serve such written notice, the matter shall be considered as settled on the basis of the written disposition made in the last step of the grievance procedures.

After receipt of the desire to arbitrate, the parties shall attempt to agree on an arbitrator. If the parties are unable to so agree within five (5) working days or within a longer period if mutually agreed upon, either party may submit the matter to the American Arbitration Association, requesting that an arbitrator be selected with assistance and under the rules of the American Arbitration Association.

Section 7.2 Items Subject to Arbitration The arbitral forum here established is intended to resolve disputes between the parties only over the interpretation or application of the matters which are specifically covered in this Agreement and which are not excluded from arbitration.

Section 7.3 Arbitrator's Power The arbitrator shall have no power to add to or subtract from or modify any of the terms of this Agreement or any supplementary Agreement nor to rule on any matter except while this Agreement is in full force and effect between the parties.

The arbitrator shall have no power to establish wage scales, rates on new or changed jobs, or to change any wage rate unless it is provided for in this Agreement.

The arbitrator shall have no power to provide Agreements for the parties in those cases where in this Agreement they have agreed that further negotiations should occur to cover the matters in dispute.

In the event a case is appealed to an arbitrator and he/she finds that he/she has no power to rule on such case, the matter shall be referred back to the parties without decision or recommendation on the merits of the case.

Section 7.4 Arbitrator's Latitude The award of the arbitrator shall be based exclusively on evidence presented at the arbitration hearing and the award under no circumstances shall be based in whole or in part, or contain a reference to statutes, decisions, regulations or other extra contract matters not specifically incorporated in this Agreement.

Section 7.5 Arbitrator's Fees and Expenses The full fees and expenses of the arbitrator shall be paid by the losing party, however if either party cancels the arbitration, that party shall be responsible for the full amount of any required fees. Each party shall make arrangements for and pay expenses of witnesses which are called by them. Employees serving as witnesses for the Union shall be allowed time off without pay, however the Union shall limit employees offering duplicate testimony to one individual.

Section 7.6 Arbitrator Time Limit It shall be the obligation of the arbitrator to the Employer and to the Union 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 7.7 Appeal There shall be no appeal from an arbitrator's decision. It shall be final and binding on the Union, on all bargaining unit employees and on the Employer.

Section 7.8 Mitigation Discipline 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 VIII DISCIPLINE AND DISCHARGE

Section 8.1 Just Cause The Employer shall not discipline any employee except for just cause. The discipline must be by proper written notice to the employee citing specific charges against such employee. In the case of discharge or suspension, the chairperson will be notified at the same time the employee is notified.

Section 8.2 Right to Review of Discharge/Suspension before Leaving Property The discharged or suspended employee will be permitted to review his/her discharge or suspension with his/her chapter chairperson or Steward and the Employer will make available 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 chapter chairperson and the Steward.

Section 8.3 One Year Offense-Free Record For employees who maintain an offense-free record for a period of one (1) year, prior offenses shall not be used for purposes of subsequent disciplinary action. The employer reserves the right to utilize the information for other legitimate reasons.

Section 8.4 Layoff for Criminal Offense When an employee is formally charged with a criminal offense and after investigation a warrant is not issued by the Prosecuting Attorney against the employee, no suspension without pay shall result.

Section 8.5 Disciplinary Layoff Process Should a non-probationary employee who has been discharged or given a disciplinary layoff consider such discipline to be improper, a grievance may be processed at step two (2) of the grievance procedure, provided the grievance is submitted within five (5) working days from the date discipline was imposed on the grieving employee.

ARTICLE IX LAY OFF AND RECALL

Section 9.1 Layoff

- 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 departmental 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) Irregular Part-time employees.
 - 3) Probationary employees.
- b) The employee with the least seniority in the department shall be laid off first.
- c) Upon being laid off from their department an employee who so requests shall, in lieu of layoff, be permitted to take a position in an equal or lower classification in another department provided, however, that they have more seniority than the employee they are to replace, they meet the minimum qualifications of the classification assignment, and that they are able to perform the required duties of the position. In this event, the employee shall be given a sixty (60) calendar day trial in which to qualify on their new job. The Employer shall give the employee every reasonable assistance to enable them to qualify on the new job. The time of qualification may be extended by mutual agreement between the Employer and the Union. Employees who change classification in lieu of layoff shall be paid the salary in accordance with their years of service.
- d) Employees to be laid off for an indefinite period of time will have at least ten (10) working days notice of layoff. The chapter chairperson 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 Temporary Reduction in Workforce In the event of a temporary reduction of the work force which shall not exceed four (4) weeks, at any one time, it may be mutually agreed that the work week may be reduced to not less than thirty-two (32) hours per week before any employees are laid off.

Section 9.3 Requirements for taking a Recall A laid off seniority employee, if recalled to a job identical or higher in rate to the job from which the employee was laid off, shall be required to take the recall. Failure to take such offered work shall result in loss of seniority and discharge.

Section 9.4 Recall from Layoff Status

- a) The order of recalling of laid off employees shall be in the inverse order in which the employees were laid off.
- b) Notices of recall shall be sent by certified or registered mail, or telegram, to the employee's last known address as shown on the Employer's records and it shall be the obligation of the employee to provide the Employer with a current address and telephone number or additional information to guarantee receipt of notice of recall. A recalled employee shall give notice of their intent to return to work within three (3) consecutive calendar days of receipt of notice and shall then return within seven (7) calendar days or their employment shall be terminated, unless an extension is granted by the Employer.
- c) In the event a recall is necessary on less than three (3) days notice, the Employer may call upon the laid off employee(s), either personally or by telephone, until an employee who is able to return to work immediately is located. In such case, the employee able to return to work immediately will be given a temporary assignment not to exceed three (3) days, and the employee passed over (because of their inability to return to work immediately) will be given notice to report for work at the end of the said three (3) day period.

Section 9.5 Payout of Sick Leave in Case of Layoff Employees will be paid 50% of unused sick days when on layoff status for one (1) year.

**ARTICLE X
LEAVE OF ABSENCE**

Section 10.1 General Considerations A leave of absence is a written authorized absence from work. Such leave shall be without pay unless otherwise provided for in this contract. Only a regular full time or regular part time employee who has worked continuously for the Employer for one (1) year or more may be granted a leave of absence, the granting of such leave to be in accordance with the law, county policy and this contract. In no event shall the duration of any leave exceed twelve (12) calendar months unless extended.

- A. The employee must submit a written request for leave stating the reason for such leave, the exact date on which the leave begins and the exact date on which the employee is to return to work.

- B. Authorization or denial for a leave of absence request shall be furnished to the employee by the Employer, and it shall be in writing.
- C. An employee on an approved leave of absence will retain his/her or her seniority. However, the seniority of an employee will not accumulate while the employee is on an approved leave of absence of one (1) month or more.
- D. No employee shall return to work prior to the expiration of their leave unless otherwise agreed to by the Employer. Failure to return to work on the agreed date or extension thereof shall be cause for termination. Extension beyond the return date designated may be granted after thorough investigation and upon a finding that extension of time is necessary and just.
- E. If an employee obtains a leave of absence for a reason other than stated at the time the request is made, the employee will be terminated from his/her job. Employees shall not accept employment elsewhere while on leave of absence unless agreed to by the Employer. Acceptance of employment or working for another employer, if not approved, while on a leave of absence shall result in immediate discharge.
- F. Time absent on leave shall not be counted as time at work for any purpose except as hereinafter provided to the contrary.
- G. 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 medical doctor's certificate that the employee is unable to work and the reason therefore; such medical leave will not be unjustly denied. Employees returning to work must present a doctor's statement indicating the employee's ability to return to the job.

Section 10.3 Military Leave

- A. Whenever employees who are members of the National Guard, Naval Reserve, Army Reserve, Marine Reserve, or Air Corps Reserve are called to active duty, they shall be entitled to a leave of absence in addition to their annual vacation leave from their respective duties without loss of pay during which time they are engaged in active duty for defense training. Such leave time shall not exceed two (2) calendar weeks. Employees called to active duty shall be paid the difference between any reserve pay received and their regular wages for the time spent on active duty.
- 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 to a position of like seniority, status and pay, with the further provision that the length of service with the Armed Services shall be included in the determination of their seniority, status and pay upon such

reinstatement; provided that they shall be honorably discharged from the said military service, that the employee is still mentally and physically qualified to perform the duties of such position and that application for re-employment is made within ninety (90) days subsequent to such honorable discharge or from hospitalization continuing from discharge for a period of not more than one (1) year. Further extension beyond the return date designated may be granted after thorough investigation and upon a finding that extension of time is necessary and just.

Section 10.4 Jury Duty Employees shall be granted leave of absence with pay when they are required to report for jury duty providing they turn over the jury check (less mileage) to the County Treasurer. Seniority will continue to accrue to the employee while on jury duty.

Section 10.5 Union Business Leaves of absence without pay may be granted, under normal conditions, to an employee elected by the Union to attend educational classes or conventions conducted by the Union. The number will not exceed two (2) employees at any one time, and the number of working days will not exceed six (6) in any one (1) calendar year.

Section 10.6 Education Any employee wishing to further his/her education in his/her career with the County may be granted educational leave for a maximum of one (1) year without pay. The employee who is granted an educational leave must return to previous classification according to seniority. This leave may be extended by mutual agreement.

Section 10.7 Parental Leave An employee may request in writing a parental leave up to six months to begin at birth or date of adoption. Accumulated vacation or unpaid leave may be used for this purpose. Upon returning to work, the employee shall have the right to displace any employee with less seniority in the same classification in the department in which he/she worked at the time the leave of absence was granted. An employee who fails to return to work at the termination of his/her parental leave shall be terminated.

Section 10.8 Bereavement Leave

- A. When death occurs in an employee's family (spouse, children, parent, brother, sister, grandparent, grandchildren, current mother-in-law current father-in-law or current step-children) the employee, upon request, shall be excused for any of the first three (3) normally scheduled working days immediately following the date of death, provided he/she attends the funeral. Time off will also be granted for the death of current sister-in-law, current brother-in-law, current grandparent-in-law, step-mother, step-father, step-sister, step-brother or a member of the employee's immediate household, with time off charged against any accumulated leave time. For out-of-state funerals, employees shall be permitted to take up to two (2) additional days leave of absence without pay or, at the option of the employee, to use accumulated leave time.
- B. An employee excused from work under this Section shall, after making written application, receive the amount of wages, exclusive of any other premiums, that they would have earned by working during straight time hours on such scheduled days of work for which they were excused. Time thus paid will 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 eight (8) days of personal leave each year in the first pay period which is paid in December. New hires shall receive an initial pro-rated

amount of leave upon completion of six months of continuous employment with Grand Traverse County. 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 eight (8) days for the new year 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's 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.

When the absence is for sickness (regardless of which, if any, bank is charged), the employer reserves the right to request a doctor's certification.

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

Section 10.10 Sick Leave Those employees who have a sick bank as of January 1, 1994, shall have said bank frozen. This bank may be used in the following instances:

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

Upon retirement (as defined in Section 17.4) or death of the employee, the County shall pay to the employee (or the employee's estate) fifty percent (50%) of the employee's frozen sick bank up to a maximum of one hundred and twenty (120) days or sixty (60) full days, such payment to be made at the employee's regular rate of pay at the time of retirement or death.

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 their last date of hire, pro-rated for regular part time service and regardless of whether or not they have been under AFSCME during that time. Employees who are employed on the same date shall be placed on the seniority list by draw.

- a) All full and regular part-time employees shall serve a probationary period of six (6) months, uninterrupted by any type of service break, during which time they will be termed "Probationary Employees."

- b) The Union shall represent probationary employees for the purpose of collective bargaining, however, probationary employees may be terminated at any time by the Employer in its sole discretion and neither the employee so terminated nor the Union shall have recourse to the grievance procedure over such termination.
- c) During the probationary period an employee shall be eligible for employee benefits unless expressly provided otherwise in this Agreement. After an employee has successfully completed his/her probationary period of employment, he/she shall become a regular full-time or regular part-time employee. His/her seniority shall start as hereinbefore provided.

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

Section 11.3 Seniority for Chapter Chairperson, Alternate Seniority with reference to the Chapter chairperson and Alternate shall be in accordance with Section 5.2.

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

- a) The employee quits or retires.
- b) The employee is discharged or terminated and the action is not reversed through the grievance procedure.
- c) The employee is absent for four (4) working days without properly notifying the Employer. Supplying a satisfactory reason for such absence will be justification for reinstatement of full seniority. This section is not to be construed in limiting the right to issue discipline for any unjustified absence.
- d) The employee fails to return to work when recalled or at the specified date at the termination of any leave of absence, unless otherwise excused.

ARTICLE XII LONGEVITY COMPENSATION

Section 12.1 Longevity Pay

- A All regular full time employees and regular part time employees hired prior to January 1, 2005, shall receive a longevity bonus payable as a separate check on the first pay date in December in accordance with the following schedule:

After completion of five (5) years of seniority (service date), the employee shall receive a \$50 longevity bonus, prorated over the remainder of the calendar year in which the completion of the 5 years seniority (service date) occurs. In December of the sixth and succeeding years thereafter, \$50 annually will be added to the longevity pay bonus with no maximum limit.

For Example: After 5 years:	\$50
After 6 years:	\$100
After 7 years:	\$150

- B. At the end of employment with the County, any longevity bonus amounts owed under either plan will be prorated over the number of pay periods or portion of pay periods worked until the last record day of employment.
- C. Leaves of absence for periods in excess of (30) days shall be deducted from an employee's seniority (service date) for purposes of determining longevity bonus.
- D. County Employees who come into the unit and who previously made the irrevocable selection of Longevity Plan A shall be grandfathered in Plan A.

ARTICLE XIII HOURS OF WORK, PREMIUM PAY, SHIFT PREFERENCE

Section 13.1 Work Schedule Bargaining Unit employees fit the definition for being exempt from the Fair Labor Standards Act and thus are salaried positions. Salaries and benefits are based on a 40 hour work week. The employer shall endeavor to allow bargaining unit employees reasonable use of paid work time to conduct personal business affairs, with the approval of the employer.

Section 13.2 Lunch Break Employees shall be granted a minimum one-half (1/2) to a maximum one (1) hour non-paid lunch period exclusive of the eight (8) working hours. The normal lunch period will be one (1) hour unless modified by mutual written agreement between the employee and their Supervisor.

Section 13.3 Breaks Employees are allowed two (2) fifteen (15) minute work breaks, one (1) in the first part of the shift and one (1) in the second part of the shift, per day, which are to be taken at a time to allow for the continuous and effective operation of the department.

Section 13.4 Weather Absences In severe weather situations, such as blizzards, where the Chairman of the Board of Commissioners declares the county Building closed, or when the building remains open and an employee reports late for work, the employee may elect to make up the time lost within one month, use accumulated leave, or take leave without pay for the time missed.

Section 13.5 Pay Dates Exempt employees receive a pro-rated portion of their annual salary on every other Friday during the calendar year. There are usually 26 pay dates, but occasionally there are 27 pay dates. Each employee shall be provided with an itemized statement of his/her earnings and of all deductions made for any purpose. Mid year step increases (if any) will go into effect on the pay date following the anniversary date, and are not pro-rated on the actual date. If an employee leaves salaried employment mid year, the final paycheck shall be adjusted for the difference between the prorated salary based on the final day at work and the amount already paid during the current calendar year. New employees will have their salary for the initial year prorated based on their hire date, with the first check adjusted so that the remaining checks will be the normal 1/26 of annual salary. Although paychecks are not based on a defined pay period, the employee's name appears on the

department's bi-weekly time sheet for the purpose of reporting exceptions to the salary and the use of leave banks.

ARTICLE XIV HOLIDAY PAY

Section 14.1 Paid Holidays The following shall be considered as holidays for the purpose of this Agreement:

New Year's Day	Thanksgiving Day
Presidents' Day	Day After Thanksgiving Day
Good Friday	Christmas Eve Day
Memorial Day	Christmas Day
Independence Day	New Year's Eve Day
Labor Day	(2) Floating Holidays
Veteran's Day	

Section 14.2 Eligibility for Holiday Pay To be eligible for holiday pay, an employee must:

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

Section 14.3 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 14.4 Holiday Pay

- a) When any of the recognized holidays fall on Saturday, the preceding Friday shall be recognized as the holiday and likewise when the holiday falls on Sunday, the following Monday shall be recognized as the holiday. In the event two back-to-back holidays (i.e. Christmas Eve and Christmas Day) fall on a Friday and Saturday then Thursday and Friday shall be recognized and likewise when the holidays fall on Sunday and Monday then Monday and Tuesday shall be recognized.
- b) Whenever holiday work is required, the employer shall provide two (2) working days notice prior to the holiday, except in emergency situations.

Section 14.5 Pay for Holidays Falling on Regular Day Off Employees covered by this Agreement who do not work on the holidays hereinbefore designated, and who meet the eligibility requirements hereinbefore set forth, shall be compensated for such holiday prorated on an equal hourly basis as compared to their regular assigned hours at the straight time hourly rate, excluding premiums, of the particular employee.

Section 14.6 Scheduled to Work Holiday When an employee is scheduled to or agrees to work on one of the hereinbefore designated holidays or the day observed in lieu thereof, if any,

and does not work as agreed, he/she shall not receive the pay for such holiday, unless otherwise excused by the Employer.

Section 14.7 Floating Holiday Two (2) floating holidays 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 holidays. Such holidays shall not accrue from year to year or be paid out for any reason.

ARTICLE XV VACATION

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

- a) An employee shall be entitled to receive vacation pay as hereinafter set forth if such employee is regular full-time or regular part-time. For regular part-time employees the vacation schedule shall be prorated by the same factor as his/her regular scheduled working hours. Paid sick leave, holidays, or other paid leave shall be considered hours worked for the purposes of this article.
- b) An employee's vacation eligibility year shall be defined as the twelve (12) month period immediately preceding the employee's service date and such vacation shall be accrued on a biweekly basis in accordance with the following schedule.
- c) Vacation Schedule:

Years of Service:	Days	Hours (based on 40 hour work week)
Less than 3 years:	10	80
3 but less than 5 years:	12	96
5 but less than 10 years:	15	120
10 but less than 15 years:	17	136
15 but less than 25 years:	20	160
25 or more years:	25	200

Section 15.2 Vacation Scheduling All vacations shall be scheduled by the Employer with consideration for the seniority and desires of the employee concerned, consistent with efficient operations. The Employer shall have no obligation to permit an employee to tie a vacation to other leaves.

Section 15.3 Vacation Carryover Accrued and unused vacation days shall be carried forward to the next subsequent vacation eligibility year with a maximum limitation on carry-over of twenty-five (25) days on the employee's service date.

ARTICLE XVI INSURANCE AND PENSION

Section 16.1 Health Coverage The Employer agrees to pay the full premium for the hospitalization and medical coverage for the employee and their family, said insurance to be substantially equivalent to the benefits in effect under Priority Health Maintenance Organization on April 1, 2005, under the guideline that the employee does not have in existence any other medical hospitalization plan with substantially the same benefits from other employment. Any increase in rates after January 1, 1994, shall be included in the wage and benefit package adjustment (deducted from the wage increase).

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

The benefits provided under the Grand Traverse County Health Program 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 Workers Compensation Each employee will be covered by the applicable worker's compensation laws and the Employer further agrees that an employee, if eligible for worker's compensation, may choose to receive in addition to their worker's compensation, an amount to be paid by the Employer from the employee's accumulated sick leave equal to 20% of their regular gross pay. The Employer's subsidy will terminate upon the exhaustion of the employee's accumulated personal and sick leave.

Section 16.3 Unemployment The Employer agrees to provide, through the services of the Michigan Employment Security Commission, unemployment insurance coverage for all employees under this agreement.

Section 16.4 Pension As a condition of employment, each full-time employee shall agree to participate in the Michigan Employees Retirement System. The Employer shall contribute 6% of wages under the Defined Contribution Plan. Employees may choose to make a one time irrevocable decision to contribute 3% of their wages to the plan, and if the employee chooses to contribute 3%, the Employer will contribute an additional 3%. Employees will be 25% vested after 3 years of service, 50% after 4 years, 75% after 5 years, and fully vested after 6 years of service.

Employees already under the MERS Defined Benefit Plan as of May 1, 2000, and who did not choose to roll over into the Defined Contribution Plan, shall receive benefits payable under benefit Plan B4, F55/25, E2, FAC-3 rider, and with eight year vesting.

Age 60 with 8 years of service, or age 55 with 25 years of service, shall be used for determination of age of retirement for payment of benefits upon retirement.

Section 16.5 Life Insurance The Employer agrees to pay the full premium for term life insurance after six (6) months of service for full-time employees in the amount of \$30,000 or one times salary (whichever is greater) for Life and Accidental Death and Dismemberment.

Section 16.6 Short Term Disability: Regular full time and regular part time employees shall be eligible for Short Term Disability coverage, said coverage to be effective the first of the month following six months of service. This insurance shall provide, at a minimum, 66 2/3 percent of the employee's regular weekly wage for up to 26 weeks per occurrence for absences due to an approved injury or illness. The coverage will begin on the eighth day following injury or illness. Health insurance provided by the employer shall continue during the duration of this coverage.

ARTICLE XVII VACANCY, TEMPORARY TRANSFER & PROMOTION

Section 17.1 Preference for Vacancies Vacancies within the Bargaining Unit shall be given preference to be filled from within the Bargaining Unit. Present established job requirements shall be used as the criteria as well as any standard examinations utilized for selection. Such examinations will be submitted to the Union for review and written comment. Results of any examination taken for the purpose of filling a vacancy shall be available. If none of the present employees meet the established requirements, the Employer may open the vacancy to applicants outside the Bargaining Unit. All vacancies shall be posted for a minimum of five (5) days and all employees are required to provide written notice of their intent to fill a vacant position. Qualifications being relatively equal seniority will prevail.

An employee in a classification subject to the jurisdiction of the Union, who had been in the past or will in the future be promoted to outside the Bargaining Unit, and is thereafter transferred or demoted to a classification subject to the jurisdiction of the Union shall not accumulate seniority while working in a position outside the bargaining unit beyond twelve (12) months from date of promotion. The employee who is so transferred or demoted shall commence work in a job generally similar to the one they held at the time of their promotion, and they shall maintain the seniority rank they had at the time of their promotion plus up to twelve (12) additional months seniority as set forth above.

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 within the department.

The Employer shall determine when a temporary vacancy exists, and will proceed to fill such vacancy in accordance with this article as soon as possible. However, no position shall be considered temporary for a period beyond sixty (60) days, without mutual consent of the Employer and the Union.

Section 17.3 Creation of New Classifications When a new job is created the Employer will notify the Union of the classification and rate structure prior to its becoming effective. In the event the Union does not agree that the classification and rate are proper, it shall be subject to negotiations.

**ARTICLE XVIII
MISCELLANEOUS**

Section 18.1 Discrimination There shall be no discrimination by the Employer or Union against any employee because of age, race, sex, religion or national origin.

Section 18.2 Captions The captions used in each Section of this Agreement are for purposes of identification and are not a substantive part of this Agreement.

Section 18.3 Union Bulletin Boards The Employer will provide bulletin boards at each site which may be used only for posting notices pertaining to Union business. Such notices must be signed on behalf of the Union and/or the Employer.

Section 18.4 Safety The Chapter chairperson may recommend to the Employer courses of action relating to safety. If the parties agree, it may be discussed in special conference.

Section 18.5 Copies of Agreement The Employer shall provide the Union with three (3) copies of the Agreement for signing. A copy of the Agreement shall be posted on the County's website and intranet.

**ARTICLE XIX
SAVINGS AND WAIVER CLAUSE**

Section 19.1 Savings Clause If any Article or Section of this Agreement or any addendum thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be reinstated by such tribunal the remainder of the Agreement and addendums shall not be affected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.

Section 19.2 Waiver It is the intent of the parties hereto that the provisions of this Agreement, which supersedes all prior agreements and understandings, oral or written, express or implied, between such parties shall govern their entire relationship and shall be the sole source of any and all rights or claims asserted hereunder or otherwise. The provisions of this Agreement can be amended, supplemented, rescinded or otherwise altered only by mutual agreement in writing hereafter signed by the parties hereto. The parties hereto mutually agree not to seek, during the term of this Agreement, to negotiate or to bargain with respect to any matters pertaining to rates of pay, wages, hours of employment, or other conditions of employment, whether or not covered by this Agreement or in the negotiations leading thereto, and any rights in that respect are hereby expressly waived.

**ARTICLE XX
TERMINATION**

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

FOR THE EMPLOYER

[Signature]
Chairman Board of Commissioners Date

[Signature] 3-23-05
County Administrator Date

FOR THE UNION

[Signature] 3/8/05
Business Representative Date

[Signature] 3-8-05
Chapter Chairperson Date

AFSCME SUPERVISORS Payscale

EXEMPT EMPLOYEES

	Effective January 1, 2005							Increase over 2004: 2.5%	
	Train 1	Train 2	1	2	3	4	5	6	
H (40 hours)	29691	31941	34353	35881	37542	39284	41025	42927	
J1 (40 hours)	34007	36577	39337	41108	42981	44937	46976	49145	
J2 (40 hrs+10%)	37408	40235	43270	45219	47279	49430	51674	54059	

	Effective January 1, 2006							Increase over 2005: 2.50%	
	Train 1	Train 2	1	2	3	4	5	6	
H (40 hours)	30433	32740	35212	36778	38481	40267	42051	44000	
J1 (40 hours)	34858	37491	40320	42135	44055	46060	48150	50373	
J2 (40 hrs+10%)	38343	41240	44352	46349	48461	50666	52965	55411	

	Effective January 1, 2007							Increase over 2006: 2.25%	
	Train 1	Train 2	1	2	3	4	5	6	
H (40 hours)	31118	33477	36004	37605	39347	41172	42997	44990	
J1 (40 hours)	35642	38335	41228	43084	45046	47097	49234	51507	
J2 (40 hrs+10%)	39206	42168	45351	47392	49551	51806	54158	56658	