

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, 2022, through December 31, 2023

TABLE OF CONTENTS

Agreement.....	3
Preamble.....	3
I Recognition.....	3
II Management Rights.....	4
III Union Security	5
IV Representation	7
V Special Conferences.....	7
VI Grievance Procedures	7
VII Discipline and Discharge	11
VIII Layoff and Recall	11
IX Leave of Absence	13
X Seniority.....	18
XI Longevity Compensation	20
XII Hours of Work, Premium Pay, Shift Preference.....	20
XIII Holiday Pay.....	21
XIV Vacation.....	23
XV Insurance and Retirement/Pension.....	24
XVI Vacancy, Temporary Transfer & Promotion.....	28
XVII Miscellaneous	29
XVIII Savings and Waiver Clause.....	30
XIX Duration	30
APPENDIX A -- Wage Scales	32

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 principle of equal opportunities and shall share equally the responsibilities for applying the provisions of this Agreement without discrimination as to age, sex, height, weight, marital status, race, creed, national origin and religion, political or Union affiliation, as required by law.

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 who are employed by the Employer in the collective bargaining unit set forth in Section 1.1. For purposes of this Agreement:

- 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.

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) Temporary Employee. A temporary employee is an employee hired for a specific job of not more than one hundred and eighty (180) calendar days in duration.
- c) If a temporary employee is retained beyond the one hundred and eighty (180) calendar day period they shall have attained seniority, unless the one hundred and eighty (180) calendar days is extended by mutual agreement of the Employer and the Union.

Section 1.4 Deputies

- a) The parties to this Agreement recognize that each Elected Official is entitled, by law, to one (1) Chief Deputy/Deputy Director who is empowered to fulfill the duties of the Elected Official. Therefore, it is agreed that the appointment of the Chief Deputy/Deputy Director is at the sole discretion of the Elected Official.
- b) Nothing in this Section shall be construed as to limit the Employer or Elected Official's rights to discipline or discharge any employee for cause or to layoff an employee subject to the terms of this Agreement.

**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 non-probationary 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 Employees shall comply with all Work Rules as established by the Employer.

All new Work Rules must be approved and signed by the department head and Human Resources.

When existing Work Rules are changed or new Work Rules are established, the Employer shall provide them via email to each of the Stewards and to the Union Business Agent five (5) working days before the rule is effective. If during this time the Union presents an objection to a new Work Rule or to modifications made to an old Work Rule, the parties agree to discuss the issue(s) prior to implementation or enforcement at a special conference meeting.

Section 2.5 Drug & Alcohol Free Workplace The County's Drug Free Workplace Policy applies to bargaining unit employees. Employees violating this policy will be subject to disciplinary action, up to and including termination. Changes to this section of the policy are subject to ten (10) days' prior written notice to the Union.

ARTICLE III UNION SECURITY

Section 3.1 Union Membership Membership in the Union is not compulsory. All employees have the right to join, not join, maintain or drop their membership in the Union as they see fit. The Union recognizes, however, that it is required under this

Agreement to represent all employees included within the collective bargaining unit without regard to whether the employee is a member of the Union.

Section 3.2 Checkoff

- a) During the life of this Agreement, the Employer agrees to deduct Union membership dues from the pay of each employee who executes and files with the Employer a proper check off authorization form and who does not revoke the authorization.
- b) Dues will be authorized, levied and certified by the Secretary-Treasurer of the Union. Each employee hereby authorizes the Union and the Employer, without recourse, to rely upon and to honor certificates by the Secretary-Treasurer of the local Union, regarding the amounts to be deducted and the legality of the adopting action such amounts of the Union dues. The Employer agrees, during the period of this Agreement, to provide this checkoff service without charge to the Union.
- c) A properly executed copy of the written check off authorization form for each employee for whom dues 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 Union by the Employer.
- d) Deduction for dues for any calendar month, shall be made from the first pay period of that month, provided the employee has sufficient net earnings to cover the dues. In the event an employee is absent from work during the first (1st) pay period, such deductions shall be made from the first pay 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 Union 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 Union by an employee, refunds owed to employees will be made by the Union.
- f) The Union shall notify the Employer in writing of the proper amount of dues and any subsequent changes in such amounts.
- g) The Union agrees to defend, indemnify, and save the Employer harmless against any and all claims, suits or other forms of liability arising out of its deductions from an employee's pay of Union dues or the representation fee, or reliance on any list, notice, certification or authorization furnished under this Article. The Union assumes full responsibility for the disposition of the deductions so made once they have been sent to the Union.

ARTICLE IV REPRESENTATION

Section 4.1 Representation The Employer agrees to recognize one (1) Chapter Chairperson and one (1) Steward, selected by the Union. The Steward 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 Steward For purposes of layoff and recall, the Chapter Chairperson and Steward of the Union, in that order, shall be senior on the seniority list, provided however, that such Officers have the minimum qualifications and 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 Employer agrees that up to two (2) employees from the bargaining unit shall be authorized to meet and confer with the Employer during contract negotiations. Such times shall be mutually agreed upon. Employees who are off duty at the time of the bargaining sessions shall receive no pay or compensation of any type. For those hours spent in negotiations when the employee is scheduled to work, those employees shall be compensated at the employee's regular straight time rate of pay.

ARTICLE V SPECIAL 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, Steward 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 GRIEVANCE PROCEDURES

Section 6.1 Grievance Process The term "Grievance" as used in this Agreement is defined as an alleged violation of a specific term or condition of this Agreement. Any grievance filed shall refer to the specific provision(s) alleged to have been violated and it

shall adequately set forth the facts pertaining to the alleged violation and the remedy desired. All grievances shall be commenced within five (5) working days after the grievance has become known, or should reasonably have been known by the employee. Any grievance not conforming to these provisions shall be automatically defined as not constituting a valid grievance. If the Employer requests that the aggrieved employee be present at any step or steps of the grievance procedure to participate in the discussion, he/she will be required to do so. The Grievant shall have the right to be present at arbitration.

Step I: Any complaint shall first be taken up by the employee involved with or without the Chapter Chairperson or Steward, with the Department Head or his/her designated representative. If no satisfactory answer or disposition is received within five (5) working days, the complaint shall be processed to the second step.

Step II: The employee and/or his/her Chapter Chairperson or Steward shall within five (5) 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 five (5) 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 Human Resources Director 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, ten (10) 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.

Step IV: Arbitration.

- (a) If the answer at Step III is unsatisfactory to the grievant, the grievant's Union representative may process the grievance to arbitration.
- (b) At the request of either party, by mutual agreement, any grievance which is not resolved at Step III may be submitted to the Michigan Employment Relations Commission for non-binding mediation.

However, the time limits under the grievance procedure shall not be extended without mutual written consent while such mediation is pending.

- (c) Arbitration proceedings will be accomplished by the Union requesting a list of prospective Arbitrators, which will be forwarded by MERC to each of the parties to this Agreement. Once the selection of the Arbitrator has been accomplished through the procedure set out below for such selection, the parties shall then mutually agree to a hearing date and location in Grand Traverse County for the purpose of presenting testimony and evidence in support of their respective positions. The arbitrator shall then render his or her decision and award according to the following:

(1) The arbitrator shall render his or her decision within thirty (30) days after the hearing according to evidence presented and oral argument or, if the parties reserve the right to submit written briefs, the arbitrator shall render his or her decision within forty-five (45) days after the submission of the briefs.

(2) The expenses of the Arbitrator shall be paid by the non-prevailing party. If the Arbitrator's decision is split, the parties shall each pay 50% of the fee. However if either party cancels the arbitration, that party shall be responsible for the full amount of any required fees relating to such cancelation. The grievant and Steward or Alternate Steward shall be allowed to attend the arbitration without loss of pay, except in the case of a class action, when only the Steward or Alternate Steward 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.

(3) The Arbitrator shall not have the power nor the authority to amend, modify or expand the terms and provisions of this Agreement either directly or indirectly in making his/her decision. The Arbitrator's powers shall be limited to the application and interpretation of this Agreement as written. The Arbitrator will at all the times be governed wholly by the terms of this Agreement. It is the intent of the parties that arbitration shall be used during the life of this Agreement to resolve disputes which arise concerning the express provisions of this Agreement which reflect the only concessions which the Employer has yielded. The arbitration award shall not be retroactive earlier than the date the grievance was first submitted in writing. The arbitration award shall be final and binding on the Employer, Union and employees. However, each party reserves the right to challenge arbitration or awards thereunder if the arbitrator has exceeded his/her jurisdiction or authority.

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. Except as noted above regarding an appeal of an arbitration award.

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 Suspension or Discharge When an employee is given a disciplinary suspension or discharge the Union and the employee will be promptly notified in writing of the action taken. Grievances regarding discharge shall commence at Step III of the grievance procedure, provided the grievance is submitted within five (5) working days from the date discipline was imposed on the grieving employee.

Section 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 that he/she 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 -Steward who must necessarily be present for direct participation in grievance adjustments with management. Such Chapter Chairperson or Steward 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 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.

Section 6.10 Election of Remedies When remedies are available for any complaint and/or grievance of an employee through any administrative or statutory scheme or procedure, in addition to the grievance procedure provided under this Agreement, and the employee elects to utilize the statutory or administrative remedy, the Union and the affected employee shall not process the complaint through the grievance procedure provided for in this Agreement. If an employee elects to use the grievance procedure provided for in this Agreement and, subsequently, elects to utilize the statutory or administrative remedies, then the grievance shall be deemed to have been withdrawn and the grievance procedure provided for hereunder shall not be applicable and any relief granted shall be forfeited. This provision shall not be interpreted to prohibit an employee from availing themselves of remedies provided under the Michigan Worker's Compensation Act or bringing a charge with the Equal Employment Opportunity Commission while pursuing a grievance.

ARTICLE VII DISCIPLINE AND DISCHARGE

Section 7.1 Just Cause The Employer shall not discharge, demote, suspend, or otherwise discipline any non-probationary employee except for just cause.

Section 7.2 Removal of Disciplinary Documents from File The Employer will not use a prior discipline which is two (2) or more years old unless related to a current charge or for impeachment purposes during an arbitration or other litigation.

Section 7.3 Discipline Precedent 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 LAYOFF AND RECALL

Section 8.1 Layoff

- a) The word "layoff" means a reduction in the work force. Layoff of employees shall be by classification within the bargaining unit based upon the seniority of the affected classification, and the following order shall be followed, provided that the employees who have the current ability, skill and qualifications as determined by the Employer of performing the work available:
- 1) Temporary employees.
 - 2) Irregular Part-time employees.
 - 3) Probationary employees.
 - 4) Regular Full-Time employees.

- b) The employee with the least seniority in the affected classification within that 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 paygrade in the bargaining unit; provided the following:
 - 1. They have more seniority than the employee they are to replace and have the current ability, skill and qualifications as determined by the Employer.
 - 2. They meet the qualifications of the position as listed on the existing job description.
- d) Employees shall have five (5) working days to notify the Employer, in writing, that they desire to bump to another classification. It is the employees' responsibility to confirm that they meet the minimum qualifications for the position. Employees not following the above defined process will not be eligible for bumping rights after the five (5) working day period and will be laid off.
- e) The Employer shall give the employee every reasonable assistance to enable them to perform the new job. Employees who change classification in lieu of layoff shall be paid the salary of the new classification and step in accordance with their years of service. When an employee bumps, he/she must accept all hours of the position being bumped into.
- f) 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 be provided with a list from the Employer of the employees being laid off on the same date the notices are issued to the employees.

Section 8.2 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 8.3 Requirements for taking a Recall A laid off seniority employee, if recalled to a job within one pay grade to the job from which the employee was laid off, shall be required to take the recall, provided said employee has the qualifications and ability to perform the job. Failure to take such offered work shall result in a loss of seniority and discharge.

Section 8.4 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 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 written notice of their intent to return to work within five (5) consecutive calendar days of the Employer's mailing of notification of recall and shall then return within ten (10) work days of the Employer's mailing of such notification of recall 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 five (5) calendar days' notice, the Employer may call upon the laid off employee(s), by telephone, until an employee who is able to return to work immediately is located. In such case, the employee able to return to work immediately will be given a temporary assignment not to exceed ten (10) calendar 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- ten (10) calendar day period.
- d) Employees who are laid off will remain on the recall list for a period of one (1) year. If an employee is still on the recall list after a period of one (1) year, the employee shall lose all seniority and will be discharged.

Section 8.5 Payout of Sick Leave in Case of Layoff Employees who qualify will be paid 50% of their unused sick days when placed on layoff status or at the end of one (1) year of layoff, at the option of the employee. The employee has fourteen (14) calendar days after receiving the notification of layoff to advise the Employer of such preference.

ARTICLE IX LEAVE OF ABSENCE

Section 9.1 General Considerations The Employer may exercise any of its rights under the Family and Medical Leave Act. Current leave time allowed under this Article shall not be reduced but is subject to the Employer's rights under the Family and Medical Leave Act as noted above.

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 a leave will be in accordance with the law, (including the Family Medical Leave Act), 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 unpaid 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 unpaid 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 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 9.2 Benefits while on Leave County provided healthcare benefits will continue for the length of time the employee is on approved leave in a paid status or on an unpaid status if the employee is covered under the FMLA. If the employee is covered under FMLA but is unpaid, the employee is responsible for remitting payment of their healthcare premiums to the employer on a monthly basis. If the premium is not remitted the employees' health care benefits will be terminated.

County provided healthcare benefits will not continue for an employee on approved leave in an unpaid status and not under the protection of FMLA unless otherwise specified in this section.

The employee will be eligible to purchase healthcare benefits at the COBRA premium rate for the duration of their approved unpaid leave of absence if there is a loss of coverage, if allowed by the insurance carrier.

Section 9.3 Return from Leaves of Absence

a) Health Related:

Employees shall be returned to employment following an Employer approved medical leave of absence which shall be for a maximum of six (6) months. Employees shall be returned to their original position from medical leaves of absence provided they have not exceeded their FMLA allotment over the preceding 12 month period. If the position is not vacant, then such employee shall be placed in any vacant position in the same classification in the department. If no vacant position in the same classification in the department is open, then such employee shall be placed in the next available position to which such employee's seniority and qualification entitle him or her. The regular bidding procedure will be bypassed. This placement will not be subject to the grievance procedure.

b) Non-Health Related Leaves of Absence:

Employees off on a leave of absence must return to work on a prearranged date. When an employee is reinstated to his/her previous position or job classification, he/she shall receive a rate of pay not less than his/her previous position. Employees who return from a non-Health related leave of absence will be placed into their previous position if vacant. If a vacancy does not exist then the employee shall be placed in the next available vacant and open position to which the employee's seniority and qualifications entitle them. The regular bidding process will be bypassed. This placement will not be subject to the grievance procedure. If an opening is unavailable on the date upon which the employee is due back he/she will have rights to any open positions for which he/she qualifies for the following three (3) month period. Should the employee be unable to secure an open position within the three month period of their leave end date, they will lose seniority rights.

Employees absent on a pre-approved unpaid leave of absence lasting less than two weeks will be placed into their position upon successful return.

Section 9.4 Military Leave Military leave shall be granted in accordance with applicable State and Federal laws.

- a) Employees who are members of the National Guard, Naval Reserve, Army Reserve, Marine Reserve, Coast Guard Reserve, or Air Corps Reserve and who are called for reserve duty with valid military documentation shall be entitled to a leave of absence in addition to their vacation leave from their respective duties. During this leave, and upon presentation of documentation of their gross wages with the Reserves, they may receive pay for the difference between their regular gross pay and their military gross pay, such pay not to exceed two (2) calendar weeks.

- b) Employees who are called for a physical for the Armed Services are to be granted pay for the day of the physical.

Section 9.5 Union Business Leaves 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 9.6 Educational Leave Any employee wishing to further his/her education in his/her chosen profession may, at the Employer's discretion, be granted educational leave for a maximum of one (1) year without pay and fringe benefits with the approval of the department head and Human Resources Director. During this leave, the employee's position may be filled by the County. This leave may be extended by mutual agreement.

Section 9.7 Parental Leave Employees may request to take up to a six (6) month leave of absence without pay due to pregnancy, birth or adoption of a child. Accumulated vacation and personal time must be used prior to using unpaid time. Such leave of absence shall not affect continuous service and shall run concurrent with a Family and Medical Leave. Fringe benefits shall not continue or accrue during this time.

Section 9.8 Jury or Witness Duty Employees shall be granted leave of absence with pay when they are required to report for jury duty or are subpoenaed as a witness for an Employer-related matter, providing they turn over the jury or witness fee check (less mileage) to the County Treasurer. Seniority will continue to accrue to the employee while on jury duty. Employees scheduled for the evening shift who serve jury duty during their non-scheduled hours may request to be relieved of their regular shift that day and be allowed to use banked compensatory time, vacation or personal hours for that shift. An employee shall return to regularly scheduled employment with the Employer when temporarily excused from attendance at court, provided that there is at least two (2) hours remaining of scheduled work if reporting to a state court and at least four (4) hours remaining of scheduled work if reporting to a federal court.

Section 9.9 Bereavement Leave

- a) When death occurs in an employee's family (spouse, children, parent, brother, sister, grandparent, grandchildren, current step child, current mother-in-law or current father-in-law) the employee, upon request, shall be excused for up to three (3) normally scheduled working days following the date of death. 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.

Section 9.10 Personal Leave Each regular full time employee and regular part time employee (on a pro-rated basis) shall be granted 64 hours of personal leave each year at the beginning of the pay period that covers the first pay date in December. Pursuant to Michigan's Paid Medical Leave Act, the personal leave hours includes the 40 hours required for compliance with the Paid Medical Leave Act of 2018 (PMLA). New employees shall be granted this leave upon completion of 90 days of continuous service, prorated on the number of months of service within the benefit year. Employees who have not completed 90 days of continuous service as of December 1st shall not receive leave for the prior year; however they shall receive the full 64 hours upon completion of 90 days of service.

This leave may be used at the employee's discretion for sick or personal reasons. This leave may be used for the employee's personal health needs, a family member's health needs, for purposes arising out of domestic violence or sexual assault, or during closure of the employee's primary worksite by order of a public official due to a public health emergency. 24 hours' notice and prior approval by the supervisor is required for general absences, and at least one hour notice prior to the beginning of the shift is required for illness, unless the employee can show in writing why prior notification was impossible. Time must be used in 1/2 hour increments. If any employee has been off work due to sickness or accident for three 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, up to a maximum of 40 hours (pro-rated for part-time employees), following the last full pay period paid in November shall be paid at the employee's prevailing hourly rate in a separate check on the first pay date in December.

Section 9.11 Sick Leave Those employees who have a sick bank may use same 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 (8) personal days have been exhausted.
- b) For the first seven (7) 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 his/her frozen sick bank first in order to receive full pay.

Any balance left upon retirement (as defined in Section 17.5), or upon death, shall be paid at the rate of one half (1/2) of any unused days, up to a maximum of one hundred twenty (120) days, at the prevailing hourly rate of the employee; or, upon death, shall be paid to the employee's estate.

ARTICLE X SENIORITY

Section 10.1 Definition Seniority shall be defined as the length of the employee's continuous service with the Employer commencing from the last date of hire, regardless of whether or not he/she has been under AFSCME during that time. Unpaid leaves of absence (excluding FMLA approved time off) and layoffs of thirty (30) days or longer shall stop accumulating seniority on day 31. Employees who are employed on the same date shall be placed on the seniority list by date and time of application.

- a) All regular full and regular part-time employees shall be considered a probationary employee for the first 1040 hours of actual work, excluding overtime hours worked. The probationary period may be extended for an additional 400 hours of work at the discretion of the employee's supervisor and with the approval of HR. If such an extension is deemed necessary a written notice will be sent to the Union at any time prior to the expiration of the original probationary period.
- b) The Union shall represent probationary employees for the purpose of collective bargaining; however, probationary employees are "at-will" and may be disciplined or terminated at any time by the Employer in its sole discretion. Neither the probationary employee so disciplined or terminated nor the Union shall have recourse through the grievance procedure.
- 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 the probationary period of employment, he/she shall become a regular full-time employee. His/her seniority shall start as hereinbefore provided.
- d) All employees that are promoted into AFSCME will be required to serve a six (6) month probationary period, regardless of length of service with the Employer.
- e) All employees that transfer into AFSCME will not be required to serve a six (6) month probationary period provided they have already served a six (6) month probationary period with the Employer in their current classification.

Section 10.2 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 10.3 Seniority for Chapter Chairperson, Steward Seniority with reference to the Chapter Chairperson and Steward shall be in accordance with Section 4.2.

Section 10.4 Loss of Seniority An employee's seniority and employment with the Employer shall terminate for the following reasons:

- a) The employee quits or retires.
- b) The employee is discharged or terminated and the action is not reversed through the grievance procedure.
- c) The employee is absent for three (3) working days without properly notifying the Employer. Supplying a satisfactory reason for such absence will be justification for reinstatement of full seniority. This section is not to be construed as limiting the right to issue discipline for any unjustified absence. Exceptions may be made due to circumstances beyond the control of the employee.
- d) The employee fails to return to work when recalled or on the specified date at the termination of any leave of absence, unless otherwise excused.
- e) The employee is on a layoff, or a leave of any kind, for more than twelve (12) months (except for Workers' Compensation leave which cannot exceed twenty-four (24) months) or unless otherwise required by statute or an extension is mutually agreed upon.
- f) He/she is convicted or pleads guilty or nolo contendere to a felony.
- g) If he/she makes an intentionally false statement on his/her employment application or other Employer document.
- h) If he/she has been on leave of absence including sick leave, for a period of one (1) year or a period equal to the length of his/her seniority at the time such sick leave commenced, whichever is less. (Excluding FMLA job protected leave)

Section 10.5 Separation from Employment Employees resigning from County employment shall submit said resignation in writing to their department head, with a copy to the Human Resources Department at the same time, stating the effective date and the reasons for leaving, at least ten (10) working days prior to the effective date. In the case of retirement, employees should notify their department head and Human Resources in writing forty-five (45) calendar days prior to the effective date. Failure to comply may be cause for denying the person future employment with the Employer and the employee shall forfeit any pay out of accrued vacation or personal time, or, in the case of retirement, delay the start of retirement benefits.

**ARTICLE XI
LONGEVITY COMPENSATION**

Section 11.1 Longevity Pay

- a) All regular full 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.

**ARTICLE XII
HOURS OF WORK, PREMIUM PAY, SHIFT PREFERENCE**

Section 12.1 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 12.2 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 12.3 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 12.4 Severe Weather In the event the Employer determines that any of the County Offices will not open due to weather or safety conditions, the Employer shall endeavor to give notice of the closure to the media on or before 6:30 a.m. Under such circumstances, employees may use any accumulated vacation, personal or unpaid time. If unpaid time is used it will not be counted towards disciplinary action.

In the event the Employer determines any of the County Offices are to be closed early during work hours due to weather or safety conditions, employees who work at such closed office shall suffer no loss of time or pay.

If the employer closes any of its facilities for part or all of any employee's regularly scheduled work day, the employer may assign other work to the affected employees during the time of such closure. If the employee doesn't take the assignment, the employee may use any accumulated leave bank as stated above.

Section 12.5 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 payroll entry for the purpose of reporting exceptions to the salary and the use of leave banks.

ARTICLE XIII HOLIDAY PAY

Section 13.1 Paid Holidays The following shall be considered as holidays for the purpose of this Agreement:

New Year's Day
Presidents' Day
Good Friday
Memorial Day
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
Day After Thanksgiving Day
Christmas Eve Day

Christmas Day
New Year's Eve Day
(2) Floating Holidays

Section 13.2 Eligibility for Holiday Pay To be eligible for holiday pay, an employee must:

- a) Be a regular full-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 and approved paid leave, excluding short term disability or workers' compensation.

Section 13.3 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 13.4 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 13.5 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 13.6 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 13.7 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 XIV
VACATION**

Section 14.1 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. Paid sick or personal 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, but shall not be available for use until after six (6) months of service:
- 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 14.2 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 14.3 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 160 hours on the employee's service date. Any hours beyond the maximum carryover, even when approved for extension by the department head or County Administrator, shall not be included in the employee's payout calculation upon termination for any reason.

**ARTICLE XV
INSURANCE AND RETIREMENT/PENSION**

Section 15.1 Health Coverage

At a minimum of 90 days prior to the expiration of this Agreement, at the request of either party, a meeting shall occur to discuss health, dental and vision insurance coverage options.

Notwithstanding and contrary provision, the Employer shall provide the same health insurance benefits, under the same terms and conditions, as non-union employees receive, which may change from time to time.

2022: For those employees enrolled in the Health Savings Account (HSA) plan the payroll period after January 1, 2022, each employee will receive a total payment for 2022, divided into 4 payments with 1 payment made at the start of each quarter, subject to the requirements of 2011 PA 152, to their HSA account as follows:

- a.) \$1,000.00 for single subscriber coverage; or
- b.) \$2,000.00 for family and double subscriber coverage.

This amount will be pro-rated based on the number of hours the employee is regularly scheduled to work and the eligible months of service.

2023: For those employees enrolled in the Health Savings Account (HSA) plan the payroll period after January 1, 2023, each employee will receive a total payment for 2023, divided into 4 payments with 1 payment made at the start of each quarter, subject to the requirements of 2011 PA 152, to their HSA account as follows:

- a.) \$1,000.00 for single subscriber coverage; or
- b.) \$2,000.00 for family and double subscriber coverage.

This amount will be pro-rated based on the number of hours the employee is regularly scheduled to work and the eligible months of service.

Commencing January 1, 2017, the Employer may offer lower cost medical benefit plans. Employees shall have the option to select a plan.

If the County Board of Commissioners, for subsequent plan years commencing 2018, implements, in its discretion and pursuant to 2011 PA 152, either a hard cap election or employee contributions necessary to meet the requirement that the Employer pay no more than 80% of the total annual costs of all of the medical benefit plans election, bargaining unit employees will be required to make contributions under the election made by the Board of Commissioners.

Effective January 1, 2017, all employees covered under the medical benefit plan will be required to pay 20% of the total health insurance premium and taxes of his/her elected plan.

- a) Dual Coverage. In situations where a bargaining unit member's spouse is a full-time employee of the County, said employees shall decide which employee receives "primary" coverage and which employee receives "dependent" coverage. Failure by the employee(s) to make a selection within 30 days shall result in the automatic designation of the more senior employee as "primary."

A bargaining unit member who receives either "primary" or "dependent" coverage from the County shall not be eligible for any payment in lieu of coverage.

- b) Payment in Lieu of Health Insurance. Employees who are eligible for health insurance coverage through the County and elect to NOT enroll in the group medical benefit plan because they are eligible for coverage under another qualified group medical benefit plan available to their spouse and/or eligible dependents will be eligible to receive additional monthly compensation based upon their health insurance coverage eligibility status.

The amount of such compensation may be fixed by the Board of Commissioners, but shall not be less than \$2,000.00 per year. Payments will be made once per year (December of each year). This amount will be pro-rated based on the number of hours the employee is regularly scheduled to work and the eligible months of service.

An employee must provide proof of insurance coverage under a qualified group plan for the employee and eligible dependents as defined or required by the Affordable Care Act or implementing regulations and complete all forms or certifications required by the County and under the Affordable Care Act of such payments. It is agreed by the Parties that an employee will not be eligible for payment in lieu of health insurance if such payment would violate the Affordable Care Act or implementing regulations, or cause the Employer to be subject to penalty or fine. Should insurance coverage through the secondary source terminate for any reason, the employee should notify the County Administrator, or his or her designee, within (30) days and re-enroll in the County health insurance program. Failure to timely notify the County may result in the ability to re-enroll being limited to the open-enrollment period.

Section 15.2 Optical and Dental Insurance The Employer shall provide the same optical and dental insurance benefits, under the same terms and conditions, as non-union employees receive, which may change from time to time.

Section 15.3 Workers' Compensation Each employee will be covered by the applicable workers' compensation laws and the Employer further agrees that an employee, if eligible for workers' compensation, may choose to receive, in addition to his/her workers' compensation benefits, the difference between those benefits and his/her regular net pay to be paid by the Employer from the employee's accumulated sick or personal leave bank. The Employer's subsidy will terminate upon the exhaustion of the employee's accumulated personal and sick leave banks.

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

Any employee who is absent from work due to a work related injury may be required to be examined by a physician and to obtain release to return to work from all treating physicians or a physician selected by the Employer. A physician is a duly licensed member of a medical profession who has the medical training and clinical expertise suitable to treat the diagnosed condition.

For purposes of mental health or psychiatric conditions a Psychologist or Psychiatrist may be required to provide the physician's statement, to the extent the specialist has the medical training and clinical expertise to treat the diagnosed condition.

Section 15.4 Unemployment The Employer agrees to be compliant with all unemployment laws.

Section 15.5 Retirement/Pension

- a) Retiree Health Insurance. For all employees hired on or after January 1, 2017, the Employer will not provide retiree health insurance.
- b) **Defined Contribution Plan**. The Employer shall contribute 3% of wages under the Defined Contribution Plan for eligible employees. 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 enrolled under the MERS Defined Contribution Plan as of December 31, 2013, shall receive from the Employer 6% of wages into the Defined Contribution Plan. Employees who made the one time irrevocable decision to contribute 3% of their wages to the defined contribution plan, shall receive from the Employer 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.

- c) Defined Benefit Plan. Effective March 1, 2017, the retirement benefit for all AFSCME Supervisory Unit active employees hired prior to May 1, 2000, into the MERS Defined Benefit Plan shall be the Bridge Plan with 1.25% multiplier; employees shall contribute 6% of reported compensation via payroll deduction. Effective January 1, 2017, overtime, personal time, vacation time, and holiday pay is excluded from FAC-3. The FAC-3 shall be frozen. Further, in conjunction to bridging benefit multiplier the post-retirement COLA benefit (currently E-2) for future retirees will be bridged from 2.5% to 0.00%. The 2.5% COLA benefit will be applied up to the bridged date, and the service accrued on and after the bridge date will have modified (0.00%) COLA applied to it. This incorporates the Letter of Understanding signed by the parties in September 2017.

Section 15.6 Life and AD&D Insurance All regular full-time employees actively at work shall be eligible for term Life and AD&D Insurance on the first day following six (6) consecutive months of employment as a regular employee in accordance with the plan documents. Said insurance shall be in the amount of \$20,000 or one times annual salary, whichever is greater. All eligibility and benefit provisions are provided subject to plan documents.

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

Section 15.7 Short Term Disability Insurance All regular full-time employees actively at work shall be eligible for Short Term Disability Insurance coverage, said coverage to be effective the next day following one hundred eighty (180) calendar days of consecutive service as a regular employee in accordance with the plan documents. This coverage shall provide 66 2/3 percent of the employee's regular pre-disability wages for up to one hundred eighty-two (182) calendar days per occurrence for absences due to an eligible injury or illness as approved by the insurance carrier. The coverage will begin on the eighth calendar day following an injury or illness. Health insurance provided by the employer shall continue during the duration of this coverage. Available paid leave will be used to cover the elimination period before Short Term Disability begins. Eligibility and benefit provisions are provided subject to plan documents.

The employee's health, dental, optical, and life insurance as specified in this contract will continue to be provided by the employer while the employee is on an approved short term disability for a period of up to one hundred eighty-two (182) calendar days.

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

Section 15.8 Long-Term Disability Insurance The Employer shall provide the same Long-Term Disability Insurance benefits, under the same terms and conditions, as non-union County employees receive, which may change from time to time.

ARTICLE XVI
VACANCY, TEMPORARY TRANSFER & PROMOTION

Section 16.1 Preference for Vacancies Promotion and Vacancies within the Bargaining Unit. In order to provide advancement opportunity when vacancies exist in the bargaining unit, the Employer will post for a period of five (5) working days a list of such vacancies indicating the title and rate of pay. The minimum qualifications for the position shall also be included in the posting. Employees who are interested shall make application for such vacancies pursuant to the Employer's normal process within the five (5) day posting period. Placement and/or advancement shall be at the Employer's discretion and the Employer shall consider the employee's experience, work history, qualifications and seniority in filling vacancies. The Employer reserves the right to fill a vacancy from outside the bargaining unit.

Employees who are promoted will be paid at the wage step in the higher classification which reflects an increase. The date of the promotion will be the employee's new seniority date for purposes of future step increases within the new classification.

The Employer, within its discretion, may start a promoted employee at a higher step.

Section 16.2 Transfers A transfer is defined as a lateral move to another classification within the same pay grade, within the same department. The Employer will post the open position, listing the minimum qualifications. The most-senior qualified applicant will be considered for the position and, if selected, will be required to serve a trial period, in accordance with the contract. Failure to fill the position within the department, the position will be posted within the bargaining unit. Failure to fill the position within the bargaining unit, the Employer may fill the position from outside the bargaining unit.

Section 16.3 Trial Period for Current Employees Who are Promoted or Transfer to a New Position The successful applicant for promotion or transfer shall serve up to a 1040 hours' worked trial period. At any time during this trial period, the employee may, on his or her own volition, request in writing to be relieved of the new classification and be returned to the former classification and former rate of pay without loss of seniority. At any time during the trial period, the Employer shall have the right to return the employee to his or her former classification without loss of seniority. The employee's or Employer's decision to return the employee to his/her former classification is not subject to the grievance procedure. If an employee is absent from work for any reason for more than five (5) workdays, his/her trial period shall be extended by a period equal to the duration of such absence. The Employer will provide assistance to the applicant by a qualified individual during their training period.

Section 16.4 Pay Rate for Promotion/Demotion or Lateral Moves Promotions for the purposes of this article are defined as situations in which an employee receives a position at a higher pay grade. If an employee receives a promotion they will be paid as follows:

Should an employee transfer to an equivalent position within in the same grade and within the Bargaining Unit their pay rate will not change.

In the event an employee is demoted or applies for a lower level position the employee will be paid at the wage step in the lower classification which reflects a decrease. The date of the demotion will be the employee's new seniority date for purposes of future step increases within the new classification.

Section 16.5 Temporary Vacancies For the purpose of temporarily filling a vacancy in a position of higher classification, the Employer shall offer such assignment to the most-senior qualified applicant within the department.

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

Section 16.6 New Job 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 a special conference.

ARTICLE XVII MISCELLANEOUS

Section 17.1 Discrimination There shall be no discrimination by the Employer or Union against any employee because of age, race, sex, religion, height, weight or national origin or other legally protected class.

Section 17.2 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 17.3 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 17.4 Safety All safety concerns shall be reported to the Department Head with a copy to the County Administrator or his/her designee.

Section 17.5 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.

Section 17.6 Light Duty The Employer shall monitor all short term disability and worker's compensation claims, and in situations where there is light duty work available,

employees may be returned to work and perform light duty as assigned and commensurate with the appropriate rate of pay within the discretion of the Employer.

Section 17.7 Emergency Manager To the extent required by MCL 423.215(7), an Emergency Financial Manager appointed under the Local Government and School District Financial Accountability Act (being MCL 141.1541, et seq) may reject, modify, or terminate provisions of this collective bargaining agreement as provided in the Local Government and School District Financial Accountability Act.

Section 17.8 COA On-Call With the prior approval of the County Administrator or his/her designee, one COA supervisor shall be on-call. If that supervisor is on-call on a weekend or holiday, they shall be paid \$25.00 per day.

ARTICLE XVIII SAVINGS AND WAIVER CLAUSE

Section 18.1 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 18.2 Waiver It is the intent of the parties hereto that the provisions of this Agreement, which supersede all prior agreements and understandings, oral or written, express or implied, between such parties shall govern their entire relationship and shall be the sole source of any and all rights or claims asserted hereunder or otherwise. The provisions of this Agreement can be amended, supplemented, rescinded or otherwise altered only by mutual agreement in writing hereafter signed by the parties hereto. The parties hereto mutually agree not to seek, during the term of this Agreement, to negotiate or to bargain with respect to any matters pertaining to rates of pay, wages, hours of employment, or other conditions of employment, whether or not covered by this Agreement or in the negotiations leading thereto, and any rights in that respect are hereby expressly waived.

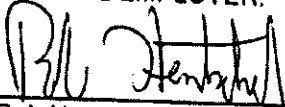
Section 18.3 Past Practices This Agreement embodies all the obligations between the parties evolving from the collective bargaining process and supersedes all prior relationships and/or past practices.

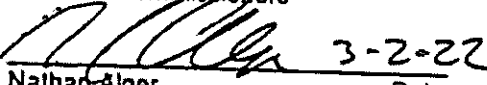
ARTICLE XIX DURATION

This Agreement shall be effective on the 1st day of January, 2022, and shall remain in full force and effect until the 31st day of December, 2023. Notwithstanding any Agreement language to the contrary, the agreement to arbitrate under Article VII shall

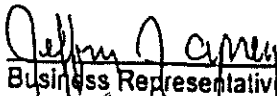
become effective upon the execution of this collective bargaining agreement by both parties and shall not be given any retroactive application. No grievances filed after the expiration of the predecessor labor contract and before the execution of this Agreement may be arbitrated. Ninety (90) days prior to the expiration of the contract, either party may request to meet to commence negotiations.

FOR THE EMPLOYER:


Rob Hentschel, Chairman
Board of Commissioners
3/2/22
Date


Nathan Alger
County Administrator
3-2-22
Date

FOR THE UNION:


Business Representative
3/2/22
Date


Chapter Chairperson
3-9-2022
Date

Steward Date

Approved as to Form
For County of Grand Traverse
Cohl, Stoker & Toskey, P.C.
By: Mattis D. Nordford

APPENDIX A

WAGE SCALES

AFSCME SUPERVISOR'S PAYSCALE

EXEMPT	Effective January 1, 2022		Increase over 2021 4.5%					
	Train 1	Train 2	1	2	3	4	5	6
G	34,341	36,878	39,728	41,517	43,410	45,365	47,424	49,596
H	39,458	42,453	45,656	47,674	49,878	52,187	54,517	57,034
I	42,286	45,386	48,838	51,064	53,352	55,827	58,365	61,069
J1	45,198	48,610	52,270	54,621	57,096	59,717	62,400	65,296

EXEMPT	Effective January 1, 2023		Increase over 2022 3.0%					
	Train 1	Train 2	1	2	3	4	5	6
G	35,371	37,984	40,920	42,763	44,712	46,726	48,847	51,084
H	40,642	43,727	47,026	49,104	51,374	53,753	56,153	58,745
I	43,555	46,748	50,303	52,596	54,953	57,502	60,116	62,901
J1	46,554	50,068	53,838	56,260	58,809	61,509	64,272	67,255

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