ORIGINAL FOR EXECUTION

AGREEMENT

BETWEEN

THE BOARD OF COMMISSIONERS
OF
GRAND TRAVERSE COUNTY
FOR
GRAND TRAVERSE COUNTY HEALTH DEPARTMENT
AND
MICHIGAN FRATERNAL ORDER OF POLICE LABOR COUNCIL

Terminating December 31, 2023

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AGREEMENT

THIS AGREEMENT is entered into this date and is effective the first day of January, 2022, between the Grand Traverse County Board of Commissioners, hereinafter referred to as the "Employer," and the Michigan Fraternal Order of Police Labor Council, hereinafter referred to as the "Union."

PREAMBLE

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

The parties 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 service delivery. The parties to this Agreement will cooperate fully to secure the advancement and achievement of these purposes.

ARTICLE I
RECOGNITION

Section 1.1. Collective Bargaining Unit. The Employer hereby agrees to recognize the Union as the exclusive collective 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 units described below for the purposes of collective bargaining with respect to wages, hours of employment and other conditions of employment:

> All regular full time and regular part time professional, technical and clerical employees, including Nurses, Nurse Practitioners, Coordinators, Sanitarians, Health Educators, Environmental Health Technicians, Dieticians, Personal Health Technicians, Animal Control Officers, Health Planners, Emergency Preparedness Coordinator, and clerical employees;

but excluding elected officials, the Director, supervisors, administrators, confidential employees, temporary employees, and all other employees.

Section 1.2. Definitions. The terms "employee" and employees" when used in this Agreement shall refer to and include only those regular full time employees and regular part-time employees who are employed by the Employer in the collective bargaining unit set forth in Section 1.1. For the 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 a minimum of thirty-seven and one half (37-1/2) hour workweek on a regular schedule.

B. Regular Part-time Employee. A regular part-time employee is an employee who is working less than the thirty seven and one half (37-1/2), but at least fifteen (15) hour work weeks on a regular schedule.

C. Temporary Employees. The Employer reserves the right to hire temporary employees to fill in for extended absences and other special needs of the Employer, provided such period of temporary employment shall not exceed one hundred eighty (180) calendar days except in the case of covering for an extended absence of a bargaining unit member, in which case shall not exceed twelve (12) months; and further excepting employees working in programs involving the schools up to nine (9) months. If a temporary employee is retained beyond the one hundred eighty (180) calendar days, they shall have attained seniority, unless the one hundred eight (180) calendar days is extended by mutual agreement of the Employer and the Union. Such employees shall not be subject to the terms of this Agreement. It is agreed between the parties that temporary employees 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.

D. On-call Employees. On call employees may be utilized by the Employer on a limited, irregular basis, and shall not be subject to the terms of this Agreement.

ARTICLE II
MANAGEMENT RIGHTS

Section 2.1. Management's Rights. The Employer retains sole right to manage its affairs, including but not limited to, the right to plan, direct, and control its operations; to determine the location of its facilities; to decide the working hours; to decide the types of 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. 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. Work Rules, Policies, and Procedures. The Employer shall have the right to establish reasonable work rules, policies and procedures that are not in violation of a specific term of this Agreement.

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 as outlined in this contract.

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 and initiation fees from the pay of each employee, who executes and files with the County a proper checkoff authorization form and who does not revoke the authorization

B. Dues and initiation fees 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, and/or initiation fees. 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 the 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 and initiation fees for any calendar month, shall be made from the first pay period of that month, provided the employee has sufficient net earnings to cover the dues and/or initiation fees. 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 initiation fees 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. Grievance Representatives. The Employer hereby agrees to recognize two (2) Stewards and one (1) alternate Steward whose duties shall be limited to the administration of this Agreement including the investigation and processing of grievances. Not more than one (1) Steward shall be involved in each situation.

Section 4.2. Union Affiliate Access. An authorized non-employee representative of the Union may be permitted to enter the Employer's premises during regular business hours to assist in settling a grievance, provided, however, that such representative first arrange his/her visit by appointment with the Human Resources Director or his/her designated representative.

Section 4.3. Notification of Representatives. The Union shall furnish the Employer with the names of its authorized representatives and of all changes in such representation that may occur from time to time.

Section 4.4. Contract Negotiations. The Employer agrees that up to four (4) employees shall be authorized to meet and confer with the Employer during contract negotiations without loss of pay. Additional employees may take time without pay, or use accumulated vacation or personal leave for time spent in negotiations.

ARTICLE V
SPECIAL CONFERENCES

Section 5.1. Special Conferences. Special conferences for important matters of mutual concern not subject to the grievance and arbitration procedure under this Agreement, will be arranged between the Employer, the Grievance Representatives 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 PROCEDURE

Section 6.1. Definition of Grievance. 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 grievance shall state the specific Article and Section allegedly violated.

Section 6.2. Grievance Procedure. 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. Grievances shall be processed in the following manner:

Step 1: Verbal Procedure. An employee with a complaint shall first discuss the matter orally with the employee's supervisor or the supervisor's designee. The supervisor or designee shall answer the complaint or grievance within five (5) working days.

Step 2: Written Procedure. If the complaint is not satisfactorily resolved in Step 1, it shall be reduced to writing on a regular grievance form provided by the Union, signed by Business Agent or a Union representative and presented to the employee's Health Department Division head and Health Officer within five (5) working days of the Step 1 answer. The Health Department Division Head and Health Officer or designee shall answer in writing the written grievance within five (5) working days of its receipt.

Step 3: If the matter is not resolved in Step 2, the Union shall, within five (5) working days of the Department Head's (or his/her designee's) answer in Step 2, contact the Human Resources Director who will then arrange a meeting on the grievance. This meeting shall be scheduled within five (5) working days of the request unless an extension of time is mutually agreed to by the parties. Step 3 grievances will be heard by the County Administrator or his/her designee. If the parties are unable to resolve the grievance at this step, the matter may be submitted to Arbitration as provided for elsewhere in this Agreement.

Step 4: By mutual agreement, at the request of either party, any grievance which is not resolved at Step 3 may be submitted to the Michigan Employment Relations Commission for non-binding mediation. However, the time limits under the grievance procedure to submit to arbitration shall not be extended without mutual consent while such mediation is pending.

Section 6.3. Time Limitations. The time limits established in the grievance procedure shall be followed by the parties hereto unless mutually extended. If the Union fails to present a grievance in time or to advance it to the next step in a timely manner, it shall be considered to be withdrawn. If the time procedure is not followed by the Employer, the grievance shall automatically advance to the next step, but excluding arbitration.

Section 6.4. Time Computation. Saturdays, Sundays and holidays shall not be counted under the time procedures established in the grievance procedure.

Section 6.5. Lost 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 adjustment made shall be retroactive to the beginning of the pay period providing the employee files their grievance within five (5) working days after receipt of such pay. 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 6.6. Lost Time. The Employer will grant a necessary and reasonable amount of time during straight time working hours to the Grievance Representatives who must necessarily be present for direct participation in grievance adjustments with management. Such representatives 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 6.7. 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 below regarding an appeal of an arbitration award.

Section 6.8. 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 contract, 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
ARBITRATION

Section 7.1. Arbitration. If the grievance is not settled in Step 3 or Step 4 of the grievance procedure, the Union representative may submit such grievance to arbitration. This submission is to be made within sixty (60) calendar days after receipt of the last step answer, with written notice to the Employer. Each grievance submitted to arbitration shall be submitted to the Michigan Employment Relations Commission (MERC) in accordance with its voluntary rules and regulations within the time specified above and such rules shall govern the arbitration hearing.

If the parties are unable to agree on an Arbitrator within ten (10) working days or within a longer period if mutually agreed upon, the Arbitrator shall be selected from the panel of arbitrators by each party alternately striking a name from the panel with the remaining name serving as the Arbitrator.

The Arbitrator shall have no power or authority to alter, amend, add to or subtract from the terms of this Agreement, nor to make any recommendation with respect thereto. Both parties agree to be bound by the award of the Arbitrator; provided, however, either party may appeal an award if it is alleged by a party that the Arbitrator exceeded his/her authority.

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.

ARTICLE VIII
STRIKES AND ILLEGAL ACTIVITIES

Section 8.1. No Strike Pledge. The Union therefore agrees that neither it nor its officers, representatives or members shall, for any reason whatsoever, directly or indirectly, call, sanction, counsel, encourage or engage in any strike, walk-out, slow-down, sit-in, or stay-in; nor shall there be any concerted failure by them to report for duty; nor shall they absent themselves from work, abstain in whole or in part from the full, faithful and proper performance of their duties, including the care of any patient, or picket the Employer's facilities. This section shall not preclude the Union or any employee or employees from appealing to the public in other legitimate ways.

Section 8.2. Penalty. Any employee who violates the provisions of Section 8.1, shall be subject to discipline by the Employer, up to and including discharge. Any appeal to the grievance procedure regarding discipline imposed for a violation of Section 8.1 shall be limited to the question of whether the employee or employees did in fact engage in any activity prohibited by Section 8.1.

ARTICLE IX
DISCIPLINE

Section 9.1. Just Cause. The Employer shall not discharge, demote, suspend or otherwise discipline any non-probationary employee except for just cause. It is mutually agreed that progressive discipline shall be used where appropriate. Discharge must be by proper written notice to the employee and the Union, with a copy to the designated bargaining representative, citing specific charges against such employee.

Section 9.2. Expedited Grievance. Should a non-probationary employee who has been discharged or given a disciplinary suspension consider such discipline to be improper, a grievance may be processed initially at Step 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.

Section 9.3. Discharge or Suspension. The discharged or suspended employee will be permitted to review his/her discharge or suspension with his/her Steward and the Employer designate 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 Steward.

Section 9.4. 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.

ARTICLE X
SENIORITY

Section 10.1. Definition. Seniority shall be defined to mean the length of the employee's service with the bargaining unit, pro-rated for regular part time service, during their current period of employment with the Employer, reduced for unpaid leaves of absence (excluding FMLA approved time off) and layoffs of thirty (30) days or longer. Employees who are employed on the same date in the bargaining unit shall be placed on the seniority list by date and time of application. For purposes of vacation and longevity, the length of service shall be determined by the employee's last date of hire with the Employer.

Section 10.2. Probationary Period.

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.

B. The Union shall represent probationary employees for the purpose of collective bargaining, however probationary employees are "at-will" and may be laid off, recalled, disciplined, or discharged at the Employer's discretion without regard to any provision of this Agreement and without recourse through the Grievance or Arbitration Procedures set forth in this Agreement. There shall be no seniority among probationary employees.

C. During the probationary period an employee shall be eligible for employee benefits unless expressly provided otherwise in this Agreement.

Section 10.3. Seniority List. The Seniority List on the date of this Agreement shall show the names, classifications, and bargaining unit seniority 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. Any employee who believes that their employment date or relative position on the list is incorrect shall report so to

Human Resources within thirty (30) calendar days of the date of posting or such list shall stand approved as posted.

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

A. If he/she quits or retires;

B. If he/she is discharged and the action is not reversed through the grievance procedure;

C. If he/she is absent from work for three (3) consecutive working days, unless a satisfactory reason for such absence is given;

D. If he/she fails to return on the required date following an approved leave of absence, vacation or disciplinary suspension, unless a satisfactory reason for such absence is given;

E. If he/she makes an intentionally false and material statement on his/her employment application or other Employer document;

F. If the Employer's operations are permanently discontinued;

G. If he/she fails to return on the required date following a notice of recall from a layoff unless satisfactory notice or reason is provided;

H. He/she is convicted or pleads guilty or nolo contendere to a felony;

I. 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);

J. An employee is on a layoff for more than one (1) year or the length of their seniority for employees with less than five (5) years of seniority or two (2) years for those employees with five (5) or more years of seniority (except for Workers' Compensation leave which cannot exceed twenty- four (24) months or unless otherwise required by statute).

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, at least ten (10) working days prior to the effective date. In the case of retirement, employees should notify their department head and Human Resources in writing thirty (30) calendar days prior to the effective date. Failure to comply may be cause for denying the person future employment with the Employer, or, in the case of retirement, delay the start of retirement benefits.

ARTICLE XI
LAYOFF AND RECALL

Section 11.1. Layoff Procedure.

A. The Employer reserves the right to lay off employees. The Employer shall determine the type of activities to be curtailed and the classifications or positions to be affected. The word "layoff" means any such reduction in the working force. Provided the remaining employees have the current ability, skill and qualifications as determined by the Employer to perform the work required, layoff of employees shall be by classification, and the following order shall be followed:

1. Temporary employees.

2. Probationary employees.

3. Seniority employees will be laid off according to classification seniority within the bargaining unit provided, however, that the employees remaining are qualified to perform the work required to be done, including applicable required certification, licensure, training, and grant requirements.

B. Upon being laid off from their department an employee who so requests shall, in lieu of layoff, be permitted to take a position in or below their grade within their department, 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. If the position chosen is held by multiple employees in a department, the least senior employee shall be replaced. Employees who change classification in lieu of layoff shall be paid the salary in accordance with the classification in which they are placed and their years of service.

3. The employee must be able to perform the required duties of the position. The employee shall be given up to a sixty (60) working day trial in which to demonstrate he/she can satisfactorily perform the duties of the position.

4. When an employee bumps, he/she must accept all hours of the position being bumped into.

C. Upon receiving his/her layoff notice, the employee who wishes to bump to another position/classification shall have three (3) work days to notify the Employer of such decision. Any employee who is displaced by a laid off employee who exercises his/her option to bump, shall also have the right to take another position/classification at an equal or lower grade level in lieu of layoff according to the terms of Sections A and B above.

D. The Employer will make every effort to give at least one (1) week's notice in the event that a layoff is necessary. The chief Steward and Union 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 11.2. Temporary Reduction of Work Force. 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 30 hours per week before any employees are laid off.

Section 11.3. Recall.

A. The order of recalling laid off employees shall be in the inverse order in which the employees were laid off.

B. Notices of recall shall be sent by registered mail or by email to the employee's last known home address or email 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, email address, and telephone number of additional information to guarantee receipt of notice of recall. A recalled employee shall give written notice, which may be made by email, of their intent to return to work within three 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.

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 11.4. Recall Rights.

A. An employee with less than five (5) years seniority shall remain on layoff status for a period of one (1) year or the length of his seniority, whichever is less; at the end of which time they shall be considered terminated, and shall be paid 50% of their frozen sick leave bank.

B. An employee with five (5) or more years seniority shall remain on layoff status for a period of two (2) years; at the end of which time they shall be considered terminated. Employees will be paid 50% of 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 XII
HOURS OF WORK

Section 12.1. Work Week and Work Day. The regular schedule of an employee's work week shall consist of thirty-seven and one-half (37-1/2) or forty (40) hours per week, and seven and one-half (7-1/2), eight (8), or ten (10) hours per day, Monday through Friday.

The County reserves the right to change the workweek and workday schedule and starting and quitting times for any employee or employees whenever operating conditions warrant such changes. Whenever possible, the Union shall be notified in advance of any changes with a statement explaining such changes.

Hours worked in excess of the employee's regularly scheduled hours may be subject to pay or compensatory time under the guidelines of Sections 12.3 and 12.4, however shall not affect the level of insurance and leave benefits provided by the Employer.

Employees may make a request for flexible working hours to their supervisor or Division Head. Such scheduling shall require the Division Head's approval, who will provide notice to the Union before implementation, and must be in keeping with good customer service and the smooth operation of the department.

Section 12.2. Lunch and Rest Periods. All employees shall receive a paid fifteen (15) minute rest period in the first half of their normal workday and a paid fifteen (15) minute rest period in the second half of their normal workday, provided such breaks do not interfere with the efficient operation of the Health Department. All employees shall receive a minimum of one-half (1/2) hour to a maximum one (1) hour unpaid lunch period. Lunch and rest periods shall be scheduled by the Division Head and may be staggered when necessary to provide coverage.

Section 12.3. Overtime. If requested to work overtime, an employee will be expected to do so unless they are excused for good cause, or another qualified employee agrees to fill in for the overtime request. Overtime payment shall be at the rate of time and one-half (1 1/2) of the regular hourly rate, including shift premium, under the following conditions:

A. Periodically - All paid work performed in excess of 40 hours in one work week, including approved vacation leave or approved bereavement leave, but excluding paid holidays.

B. Where possible, available overtime hours shall be posted for volunteer signup. In the event that more individuals volunteer than are needed, preference will be given to the individual(s) with the most seniority. Should there be inadequate volunteers, then the work shall be assigned in reverse order of seniority on a rotating basis.

C. An employee called to work at a time other than his/her scheduled work shift shall be credited with a minimum of two (2) hours at his/her overtime rate or with the actual hours worked at one and one-half (1-1/2) times his/her hourly rate, unless such time shall be continuous with his/her scheduled work, in which case he/she shall be paid at his/her overtime rate. The employer reserves the right to keep the employee at work for at least two hours. Employees who are required to report for duty during a normally scheduled on-call shift are not eligible for pay under this section.

D. Nothing in this section shall prohibit the use of temporary employees, regular part-time employees and/or supervisors for performing bargaining unit work provided that the use of such employees does not circumvent regular bargaining unit employees regularly scheduled hours of work.

Section 12.4. Compensatory Time. Compensatory time may be authorized for non-exempt FLSA employees in lieu of overtime payment if approved by the department head. Compensatory time shall be granted at one and one-half (1-1/2) times the number of overtime hours worked, up a maximum accumulation of forty (40) hours. When an employee is approved to have overtime recorded as compensatory time, it may be used as needed by the employee and as approved by the department head.

Regular full time professional employees covered by this Agreement and identified as FLSA Exempt in the Classification Plan appended to this Collective Bargaining Agreement shall be granted compensatory time off at the straight time rate for all hours worked in excess of their regularly scheduled hours, however such time is not a benefit to be converted to cash, and employees who leave employment shall not receive payment for such bank.

Section 12.5. Shift Premium. Shift premium will be thirty cents (30¢) per hour for employees whose schedule entails fifty percent (50%) or more of their time to be worked after 3:00 p.m.

Section 12.6. Weather/Safety Closings. In the event the Employer determines that any of the County Offices will not open due to weather or safety conditions, the Employer shall endeavor to give notice of the closure to the media on or before 6:30 a.m. Under such circumstances, employees may use any accumulated leave time or be permitted

to make up the time within one (1) month provided that the make-up time does not cause the hours worked to cause an overtime basis without pre-approval.

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

If the Employer closes any of its facilities for part or all of any employee's regularly scheduled work day, the employer may assign other work to the affected employees during the time of such closure. If the employee doesn't take the assignment, the employee may use any accumulated leave bank or be permitted to make up the time within one month provided that the make-up time does not cause the hours worked to cause an overtime basis without pre-approval.

ARTICLE XIII
LEAVES OF ABSENCE

Section 13.1. 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 shall be granted a leave of absence. In no event shall the duration of any leave exceed twelve (12) calendar months unless extended by approval of the Employer or required by law.

A. The employee must submit a written request for leave stating the reason for such leave, the exact date on which the leave begins and the 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 or her seniority. However, the seniority of an employee will not accumulate while the employee is on an approved leave of absence of thirty (30) calendar days or more, unless otherwise stated in this contract.

D. No employee shall return to work prior to the expiration of their leave unless otherwise agreed to by the Employer. Failure to return to work on the agreed date or extension thereof shall be cause for termination. Extension beyond the return date designated may be granted after thorough investigation and upon a finding that extension of time is necessary and just.

E. If an employee obtains a leave of absence for a reason other than stated at the time the request is made, the employee will be terminated from their 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 herein provided to the contrary.

G. Leaves requested due to illness or medical disability must be accompanied by a physician's certificate that the employee is unable to work. Employees returning to work must present a physician's statement indicating the employee's date of return with ability to perform the essential functions of the position as required by the Employer. A physician is a duly licensed member of a medical profession who has the medical training and clinical expertise suitable to treat the diagnosed condition. For purposes of mental health or psychiatric conditions, a Psychologist or Psychiatrist may be required to provide the physician's statement; to the extent the specialist has the medical training and clinical expertise to treat the diagnosed condition. Accumulated sick leave may be used for such leave until exhausted. The Employer may require a physical and/or psychological exam by a physician or psychologist, at the Employer's expense, to determine the employee's ability to perform his/her regular duties if the Employer has a reasonable basis to question the ability. The employee may obtain a second opinion, at the employee's expense, and in the event that there is a dispute between the Employer's physician and employee's physician, both of these physicians shall select a third physician whose decision shall be final and binding on the parties. The expense of the third physician's opinion shall be split 50/50 by the Employer and the employee, if not covered by the employee's insurance.

H. Health insurances will be continued for one month following the month during which an unpaid leave begins unless otherwise provided in this agreement or by law. Leaves in excess of this time will require the employee to reimburse the Employer to continue such medical coverage under the group. Reimbursements will be made monthly. If the Employer does not receive reimbursement the employee's health care coverage shall terminate.

Section 13.2. Military Leave.

A. Military leave shall be granted in accordance with applicable state and federal laws.

B. Whenever 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.

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

Section 13.3. Union Business Leaves. 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 (1) time, and the number of working days will not exceed six (6) in any one (1) calendar year.

Section 13.4. Educational Leave. Any employee wishing to further his/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. The employee who is granted an educational leave must return to his/her previous classification according to seniority. This leave may be extended by mutual agreement.

Section 13.5. 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 13.6. Jury or Witness Duty. Employees shall be granted leave of absence with pay when they are required to report for jury duty or 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. 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 13.7. Bereavement Leave.

A. When death occurs in an employee's immediate family, i.e. spouse, children, parent, brother, sister, grandparents, mother-in-law, father-in-law, brother-in-law, grandchildren, sister-in-law, step-mother, step-father, or a member of the employee's immediate household, the employee, on request, will be excused with pay for up to three (3) normally scheduled work days (pro-rated for part-time employees). Such time shall be coordinated with the employees immediate

Supervisor as soon as possible. The use of said three (3) paid bereavement leave days may be adjusted in conjunction with the death and the funeral/memorial service, however shall not exceed a total of three (3) paid bereavement leave days for both.

Additional time off without pay may be granted upon the approval of the appropriate Division Head.

B. An employee excused from work under this Section shall, after making written application, receive the amount of wages, exclusive of any other premiums, that they would have earned by working during straight time hours on such scheduled days of work for which they were excused. Time thus paid will be counted as hours worked for purposes of overtime under Section 12.3.

Section 13.8. Personal Leave. Each regular full time employee and regular part time employee (on a pro-rated basis) shall be granted seven (7) days of personal leave each year at the beginning of the pay period the 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 ninety (90) days of continuous service, prorated on the number of months of service within the benefit year. Employees who have not completed ninety (90) days of continuous employment as of December 1st shall not receive leave for the prior year, however they shall receive the full seven (7) days upon completion of ninety (90) days of employment.

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. Twenty-four (24) hours notice and prior approval by the supervisor is required for general absences, and at least one hour notice prior to the beginning of the shift is required for illness, unless the employee can show in writing why prior notification was impossible. Time must be used in one-half (½) hour increments.

Any balance left, up to a maximum of four (4) days (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 13.9. 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 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 Short-Term disability insurance, but chooses to use their frozen sick bank first in order to receive full pay.

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

ARTICLE XIV
LONGEVITY BONUS

Section 14.1. General Conditions.

A. Longevity will be paid by separate check, lump sum, on the first pay date in December to all regular full time employees and regular part time employees hired into the bargaining unit prior to January 1, 2005.

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. Election by an employee of Plan B or Plan C (existing longevity plan described in Section 14.3), where applicable, is irrevocable.

D. Leaves of absence for periods in excess of thirty (30) days shall be deducted from an employee's seniority (service date) for purposes of determining longevity bonus.

Section 14.2. Longevity Plan B.

A. All regular full-time employees, or regular part time employees on a pro-rated basis, hired on and after January 1, 1990, through December 31, 2004, were automatically assigned to this plan.

B. After completion of five (5) years of seniority (service date), the employee shall receive a fifty dollar ($50.00) longevity bonus.

C. In December of the sixth and succeeding years thereafter, fifty dollars ($50.00) annually will be added to the longevity pay bonus with a maximum limit of $750.

For example:
After 5 years: $50.00
After 6 years: $100.00

After 7 years: $150.00

Section 14.3. Longevity Plan C: (Old Plan).

A. For those regular full time employees, and regular part time employees on a pro-rated basis, hired prior to January 2, 1990, and who select Plan C on the "Employee Election of Longevity Pay Plan" prior to January 30, 1990, a longevity bonus shall be payable as described below.

B. After completion of five (5) years of seniority (service date), the employee shall receive a longevity bonus as defined in the following table:

Years of Service	Benefit
5 thru 8	$300.00
9 thru 12	$450.00
13 thru 16	$600.00
17 and up	$750.00 (max)

ARTICLE XV
HOLIDAYS

Section 15.1. List of Holidays. The following shall be considered as holidays for the purpose of this Agreement:

New Year's Day
President's Birthday
Good Friday
Memorial Day
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
Friday after Thanksgiving
Christmas Eve Day
Christmas Day
New Year's Eve Day
2 Floating Holidays

Section 15.2. Holiday Eligibility. To be eligible for holiday pay, an employee must:

A. Be a regular full-time or regular part-time employee on the date the holiday occurs;

B. Have worked in full, when scheduled, the Employer's regular scheduled straight time work day prior to, and the Employer's regularly scheduled straight time work day subsequent to the holiday, unless on authorized paid leave.

C. Employees that call into work the day before or after the holiday when they are scheduled to work may be required by their Supervisor/Director to provide a doctor's note in order to be eligible to receive holiday pay.

Section 15.3. Holidays During Other Leave. Holidays occurring during the vacation period, bereavement leave, personal leave or sick leave are compensable and shall not be charged against the employee's accumulated time.

Section 15.4. Celebration of Holidays.

A. Whenever one of the designated holidays falls on an employee's scheduled work day, and the employee works, the employee shall receive holiday pay plus their regular day's pay for the day worked; provided however, that in the event the employee is called in to work on a holiday, then they shall receive time and one-half (1-½) plus holiday pay for the day worked; and provided further that in the event that a day off in lieu of the holiday can be scheduled it shall come under the language of Section 12.4.

B. When any of the recognized holidays fall on Saturday, the preceding Friday shall be recognized as the holiday and likewise when the holiday falls on Sunday, the following Monday shall be recognized as the holiday. In the event two back-to-back holidays (i.e. Christmas Eve and Christmas Day) fall on a Friday and Saturday, then Thursday and Friday shall be recognized and likewise when the holidays fall on Sunday and Monday, then Monday and Tuesday shall be recognized.

C. Whenever holiday work is required, the Employer shall provide two (2) working days notice prior to the holiday, except in emergency situations.

Section 15.5. Compensation for Holidays. 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 15.6. Employees Who Don't Work As Scheduled. 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 and may be subject to disciplinary action.

Section 15.7. Floating Holidays. Two (2) floating holidays (pro-rated for regular part time employees) shall be credited to the employee in the first pay period of the calendar year. Employees who are hired during the year shall not receive the floating holiday until the following January. Such holidays shall not accrue from year to year or be paid out for any reason. Employees are responsible for scheduling the day off with their supervisor far enough in advance to be assured that they will be able to use the day before the end of the year.

ARTICLE XVI
VACATIONS

Section 16.1. Vacation Accrual. 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 hours. Holidays shall not be considered as hours worked.

B. An employee's vacation eligibility year shall be defined as the twelve (12) month period immediately preceding the employee's anniversary date of hire, and in yearly periods thereafter, and such vacation shall be accrued on a biweekly basis in accordance with the following schedule.

C.

Years of Service	Hrs. Per Year (37 ½ Hr. Week)	Hrs. Per Year (40 Hr. Week)
Less than 3 years:	75	80
3 but less than 5 years	90	96
5 but less than 10 years:	112.5	120
10 but less than 15 years:	135	144
15 but less than 20 years:	150	160
20 or more years:	157.5	168

D. For those employees hired prior to January 2, 1990, and who select Plan B on the "Employee Selection of Vacation Plan" form by January 30, 1990, the vacation schedule shall be as follows:

Years of Service	Days per Year	Hrs. Per Year (37 ½ Hr. Week)	Hrs. Per Year (40 Hr. Week)
Less than 3 years:	12	90	96
3 but less than 6 years:	15	112.5	120
6 or more years:	20	150	160

Section 16.2. Scheduling Vacations. All vacations shall be scheduled by the Employer with consideration for the seniority and desires of the employee concerned, consistent with efficient operations. The Employer shall have no obligation to permit an employee to tie a vacation to other leaves. Upon receipt of an employees' request for vacation time, the employer will attempt to respond to the request for time off within fifteen business days.

Section 16.3. Vacation Carryover. Accrued and unused vacation days shall be carried forward to the next subsequent vacation eligibility year with a maximum limitation on carry-over of twenty (20) days (pro-rated for part-time employees).

Section 16.4. Illness During Vacation. If an employee becomes ill and/or is under the care of a doctor during his/her vacation, he/she may choose to use personal leave rather than vacation leave for that period of time. A doctor's statement may be required by the Employer.

ARTICLE XVII
INSURANCE AND PENSION

Section 17.1. Health Insurance.

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 any 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.

The benefits provided under this section shall be secondary to any personal protection or personal injury benefits available from an insurer under a motor vehicle policy described in Section 500.3101(1) of the Michigan Compiled Laws.

Eligibility and benefit provisions are provided subject to plan documents.

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

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 $2000,.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.

Retiree Health Insurance. Employees who retire from County employment (as defined in Section 17.5) may remain on the Employer's group health plan by reimbursing the Employer for the full premium (or illustrative rate in lieu of). At Medicare age, the Employer will cover the cost of the Medicare supplement for the retiree only. This benefit is available for employees that are hired prior to January 1, 2015. Retirees may cover eligible spouses or dependents by reimbursing the County the full amount of the premium for those individuals.

Eligibility and benefit provisions are provided subject to plan documents.

Section 17.2. Optical and Dental Insurance. The County will provide to regular employees optical and dental insurance coverage substantially equivalent to the Dental and Vision Plans in effect in 2017. Part-time employees will pay a pro-rated share of the premium based on their regular FTE through payroll deduction.

Eligibility and benefit provisions are provided subject to plan documents.

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

Effective January 1, 2019, 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 17.3. Workers Compensation. Each employee will be covered by the applicable worker's compensation laws. The Employer further agrees that an employee, if eligible for worker's compensation, may elect to receive, in addition to his/her worker's compensation benefits, the difference between those benefits and his/her regular net pay, to be paid by the Employer from the employee's sick or personal leave bank. The subsidy will terminate upon the exhaustion of the employee's leave banks.

In addition, the employee's health, dental, optical, and life insurance as specified in this contract will continue to be provided by the Employer while the employee is on workers' compensation for a period of up to eighteen (18) 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 17.4. Unemployment Compensation. The Employer agrees to be compliant with all unemployment laws.

Section 17.5. Retirement.

A. Defined Contribution Plan. All regular full time, and regular part time employees working at least fifty percent (50%) of the normal departmental work week, shall be covered under a Defined Contribution plan as selected by the Employer. The Employer shall contribute three percent (3%) of wages under the Defined Contribution Plan. Employees may choose to make a one-time irrevocable decision to contribute three percent (3%) of their wages to the plan, and if the employee chooses to contribute three percent (3%), the Employer will contribute an additional three percent (3%). Employees will be vested twenty-five percent (25%) after three (3) years of service, fifty percent (50%) after four (4) years, seventy-five percent (75%) after five (5) years, and be fully vested after six (6) years of service.

   Employees already enrolled under the Defined Contribution Plan as of December 31, 2014, 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.

B. Defined Benefit Plan. Employees already under the MERS Defined Benefit Plan as of May 1, 2000, and who did not choose to roll over into the Defined Contribution Plan, shall receive benefits calculated under B-4 plan with the F55/25 rider, six (6) year vesting, and E2 rider of the Municipal Employees Retirement System. This retirement plan is fully funded by the Employer.

   Effective December 1, 2017, the following shall apply: The retirement benefit for all active employees grandfathered 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. Overtime, personal time, vacation time, and holiday pay is excluded from FAC-5. The FAC-5 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. The Plan shall continue with the F55/25 and V-6 benefits.

Section 17.6. Other Retirement-Related Benefits. Age sixty (60) with six (6) years of service, or age fifty-five (55) with twenty-five (25) years of service, shall be considered as age of retirement for payment of other retirement-related benefits such as (but not limited to) payout of frozen sick banks and eligibility for the Employer's retiree group for health insurance.

Section 17.7. Short-Term Disability. Effective January 1, 2019, all regular full time employees and regular part time employees shall be eligible for Short Term Disability Insurance under the same terms and conditions as non-union employees receive, which may change from time to time. Under the current plan said coverage is to be effective the next day following one hundred eighty (180) calendar days of consecutive service as a regular employee in accordance with the plan documents. This coverage shall provide 66 2/3 percent of the employee's regular pre-disability wages for up to one hundred eighty-two (182) calendar days per occurrence for absences due to eligible injury or illness as approved by the insurance carrier. The coverage shall begin on the eighth calendar day following injury or illness. Eligibility and benefit provisions are provided subject to plan documents. Health insurance provided by the employer shall continue during the duration of this coverage. Available paid leave will be used to cover the elimination period before Short Term Disability begins.

Section 17.8. Long-Term Disability Insurance. Effective January 1, 2011, all employees on the Defined Contribution Retirement Plan and actively at work at least fifteen (15) hours each week shall be eligible for Long-Term Disability Insurance in accordance with the plan document. This coverage shall provide sixty percent (60%) of the employee's regular pre-disability earnings for up to twenty-four (24) months for absences due to an eligible injury or illness as determined by the insurance carrier.

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

Health, Dental, and Vision insurance provided by the Employer shall continue for twelve (12) months from the original date of disability, in coordination with Short Term Disability. The employee is obligated to pay any applicable cost share while on an approved leave, as stated in Section 17.1.

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

Eligibility and benefit provisions are provided subject to plan documents.

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

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

Section 17.9. Life Insurance. All regular full time and regular part-time employees actively at work (as defined in Section 17.7) for at least fifteen (15) hours each week shall be eligible for Term Life and Accidental Death and Dismemberment insurance on the first day following one hundred eighty (180) consecutive calendar days of employment. Said insurance shall be in the amount of $20,000 or one times annual salary, whichever is greater. Eligibility and benefit provisions are provided subject to plan documents.

ARTICLE XVIII
VACANCY, TEMPORARY TRANSFER & PROMOTION

Section 18.1. 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.

Section 18.2. 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 within the Employer's discretion, 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 18.3. Trial Period for Current Employees Who are Promoted or Transfer to a New Position. The successful applicant for promotion or transfer may 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 18.4. 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:

Employees who are promoted will be paid at the wage step in the higher classification which reflects an increase of a minimum of 4½. The date of the promotion will be the employee's new seniority date for purposes of future step increases within the new classification.

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 18.5. Temporarily Filling A Vacancy. 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) calendar days, without mutual consent of the Employer and the Union.

Section 18.6. New Job Classifications or Reclassification. When a new job classification is created the Employer will notify the Union of the classification and rate structure prior to its becoming effective. In the event the Union does not agree to the pay rate, it shall notify the Employer within ten (10) calendar days and it shall be subject to negotiations.

Section 18.7. Emergency Work Assignments. It is recognized that the Employer is in the business of providing public services, and that during an emergency, work assignments, personnel and procedures may be reasonably modified as necessary to meet the demands of the emergency.

ARTICLE XIX
MISCELLANEOUS

Section 19.1. No Discrimination. There shall be no discrimination by the Employer or the Union against any employee because of age, race, sex, religion, height, weight, national origin, religion, political or Union affiliation as required by law.

Section 19.2. Drug Free Work Place. 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 that disciplinary section of the policy are subject to negotiations.

Section 19.3. Gender. Reference to the masculine gender may refer to the feminine gender, or vice versa.

Section 19.4. Captions. The captions used in each Section of this Agreement are for purposes of identification only and are not a substantive part of this Agreement.

Section 19.5. Union Bulletin Boards. The Employer will provide a bulletin board at each of the following sites: Public Services Building and the Health Services Building.

Section 19.6. Joint Health and Safety Committee. All safety concerns shall be reported to the Department Head with a copy to the Human Resources Director.

Section 19.7. Mileage. Employees operating their own automobiles on County business shall be reimbursed for miles traveled according to the rate established by the Board of Commissioners and in accordance with IRS standards and County policies.

Section 19.8. Tuition Reimbursement. Employees who have completed twelve (12) months of regular employment with the County, and who receive prior approval for educational courses relating to their job performance, and who follow the process as outlined in the Tuition Reimbursement Policy, may receive tuition reimbursement from the Employer at the rate of 50% upon completion of the course with documentation of a passing grade of C or better, limited to a reimbursement of $3,500 per calendar year. This benefit would be subject to any increase approved by the Board of Commissioners.

Section 19.9. C.E.U.s. The Employer agrees to pay for the cost of C.E.U.s for Nurses (RNs and LPNs), Sanitarians, Registered Dieticians, Registered Dietician Techs, Social Worker/Counselor, and Nurse Practitioner/Physician Assistant, and Animal Control Officers for approved conferences.

Section 19.10. Professional Practice Committee. The parties to this Agreement shall establish a Professional Practice Committee consisting of three professional staff, one Manager, and the Administrator/Health Officer to meet as requested by either party to discuss professional practice issues. A summary of the meeting shall be forwarded to the Union's Business Representative.

Section 19.11. Clothing. The Employer will provide Sanitarians who perform on-site sewage and well permits with winter wear (excluding shoes or boots) and Animal Control Officers with appropriate uniforms, including vest for the Animal Control Officers, which will be replaced as needed. The Employer further agrees to provide Clinic Staff with lab coats which will be evaluated and replaced as needed.

Section 19.12. Smoking. Employees are not permitted to smoke on paid time, nor in County vehicles or on County property.

Section 19.13. Use of County Owned Vehicles. Employees may use assigned County vehicles on an occasional or regular basis to commute to and from work in order to perform work-related inspections, examinations or other public health services on behalf of the County or citizens with Supervisor review and approval.

Section 19.14. Weekend Inspections. Employees classified as Sanitarians who complete inspections for Temporary Food Permits on the weekend or designated holiday shall receive a stipend of $75.00 per inspection.

Section 19.15. 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 19.16. 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.

ARTICLE XX
SAVINGS AND WAIVER CLAUSE

Section 20.1. Savings Clause. If any Article or Section of this Agreement or any addendum thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be reinstated by such tribunal the remainder of the Agreement and addendums shall not be affected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.

Section 20.2. Waiver Clause. 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 XXI
DURATION

This Agreement shall be effective on January 1, 2022, and shall remain in full force and effect until December 31, 2023. Either party may request to commence negotiations 120 days prior to the contract termination date.

FOR THE EMPLOYER

3/31/2022

Rob Hentschel, Chairperson — Date
Board of Commissioners

3-24-22

Nate Alger, Administrator — Date
Grand Traverse County

FOR THE UNION

3-1-2022

Paul Postal — Date
Business Representative

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

N:\Client\Grand Traverse Co\Negs\FOPLC Health Dept\2022\Redraft\2022-2023 FOPLC Health CBA v2.docx

GRAND TRAVERSE COUNTY HEALTH DEPARTMENT ASSOCIATION
CLASSIFICATION PLAN

FLSA covered/non-exempt:

B: WIC Peer Counselor

C: Office Clerk
Vision & Hearing Technician

D: Account Clerk
Office Specialist
Environmental Health Technician I
Secretary

E: Account Clerk Specialist
Vision/Hearing Coordinator
Public Health Technician

F: Accounting Technician
Animal Control Officer
Environmental Health Technician II
Administrative Secretary
Licensed Practical Nurse
Program Counselor
Emergency Preparedness Coordinator
Office Coordinator

H: Health Educator
Community Outreach Coordinator

FLSA exempt:

H: Public Health Nurse I Sanitarian I

I: Public Health Nurse II Sanitarian II
Health Planner
Dietitian
Social Worker/Counselor

J: Coordinator: Health Program
Environmental Health Coordinator

K: Nurse Practitioner/Physician Assistant

APPENDIX A
Wage Scales

HOURLY PAY SCALE (19)

Effective January 1, 2022 — Increase of over 2021 4.5%

	Training 1	Training 2	1	2	3	4	5	6
B	11.82	12.68	13.65	14.25	14.91	15.60	16.32	17.09
C	12.64	13.57	14.60	15.26	15.97	16.68	17.44	18.28
D	13.51	14.52	15.63	16.34	17.12	17.87	18.66	19.54
E	14.42	15.57	16.73	17.46	18.30	19.10	19.97	20.93
F	15.46	16.64	17.89	18.71	19.56	20.45	21.40	22.38
G	17.02	18.31	19.68	20.53	21.52	22.54	23.53	24.58
H	19.59	21.04	22.65	23.67	24.71	25.90	27.02	28.25
I	20.96	22.55	24.21	25.33	26.45	27.66	28.98	30.25

Effective January 1, 2023 — Increase of over 2022 3.0%

	Training 1	Training 2	1	2	3	4	5	6
B	12.17	13.06	14.06	14.68	15.36	16.07	16.81	17.60
C	13.02	13.98	15.04	15.72	16.45	17.18	17.96	18.83
D	13.92	14.96	16.10	16.83	17.63	18.41	19.22	20.13
E	14.85	16.04	17.23	17.98	18.85	19.67	20.57	21.56
F	15.92	17.14	18.43	19.27	20.15	21.06	22.04	23.05
G	17.53	18.86	20.27	21.15	22.17	23.22	24.24	25.32
H	20.18	21.67	23.33	24.38	25.45	26.68	27.83	29.10
I	21.59	23.23	24.94	26.09	27.24	28.49	29.85	31.16

EXEMPT EMPLOYEES (24)

Effective January 1, 2022 — Increase over 2021: 4.5%

	Training 1	Training 2	1	2	3	4	5	6
H	38,340	41,156	44,281	46,301	48,383	50,643	52,901	55,335
H*	40,896	43,900	47,233	49,388	51,609	54,018	56,428	59,024
I	40,979	44,071	47,408	49,564	51,787	54,186	56,654	59,229
I*	43,710	47,009	50,568	52,868	55,240	57,799	60,431	63,178

J	43,864	47,168	50,711	53,006	55,403	57,940	60,549	63,394
J*	46,788	50,313	54,091	56,540	59,097	61,804	64,586	67,620
K	46,935	50,470	54,261	56,716	59,282	61,997	64,788	67,831
K1	56,321	60,564	65,112	68,060	71,138	74,396	77,746	81,397

Effective January 1, 2023 Increase over 2022: 3.0%

	Training 1	**Training 2**	**1**	**2**	**3**	**4**	**5**	**6**
H	39,490	42,391	45,609	47,690	49,834	52,162	54,488	56,995
H*	42,123	45,217	48,650	50,870	53,157	55,639	58,121	60,795
I	42,208	45,393	48,830	51,051	53,341	55,812	58,354	61,006
I*	45,021	48,419	52,085	54,454	56,897	59,533	62,244	65,073
J	45,180	48,583	52,232	54,596	57,065	59,678	62,365	65,296
J*	48,192	51,822	55,714	58,236	60,870	63,658	66,524	69,649
K	48,343	51,984	55,889	58,417	61,060	63,857	66,732	69,866
K1	58,011	62,381	67,065	70,102	73,272	76,628	80,078	83,839

*Based on 40 hour work week

K1 = 20% Market/Based on 37.5 hour work week