

ORIGINAL FOR EXECUTION

**AGREEMENT
BETWEEN**

**THE BOARD OF COMMISSIONERS OF
GRAND TRAVERSE COUNTY
AND
MICHIGAN FRATERNAL ORDER OF POLICE LABOR COUNCIL
GENERAL BARGAINING UNIT**

January 1, 2024 - December 31, 2026

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AGREEMENT

This Agreement entered into on this date, 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 Michigan Fraternal Order of Police Labor Council, General Employees Bargaining Unit, (hereinafter referred to as the "UNION") expresses all mutually agreed upon covenants between the parties.

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 subscribe 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 the Michigan Fraternal Order of Police Labor Council 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 regular full time and regular part time employees of Grand Traverse County excluding elected officials, department heads, supervisory employees, court employees, Assistant Prosecuting Attorneys, Secretary to the Prosecuting Attorney, Secretary to the County Administrator, Secretary to the Board of Commissioners, Sheriff Employees, Medical Examiners, Twin Lakes Camp Employees, Cooperative Extension Employees, up to two (2) employees assigned as Personnel Specialist, temporary employees as defined in the

contract and other confidential employees as determined by the Michigan Employment Relations Commission.

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

- A. **Regular Full-Time Employee.** A regular full-time employee is an employee who is working the official workweek on a regular schedule.
- B. **Regular Part-Time Employee.** A regular part-time employee is an employee who is working less than the full-time requirements required of that position. Regular part-time employees are defined as working a minimum of 20 hours per week.
- D. **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.
- E. **Irregular Part Time Employees.** An irregular part time employee shall be an employee who works when needed to cover absences of bargaining unit employees or to supplement bargaining unit employees. Irregular part time employees shall not work on a non-scheduled basis for the purpose of avoiding the payment of overtime to bargaining unit employees. The Employer shall not use irregular part time employees to replace regular employees in excess of six (6) months except by mutual written agreement between the Employer and the Union. Irregular part time employees shall not be covered by the terms of this Agreement.

Section 1.3 Temporary Employees.

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

ARTICLE II MANAGEMENT RIGHTS

Section 2.1 Employer's Rights. The Employer retains the sole right to manage its affairs, including but not limited to, the right to plan, direct, and control its 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, discipline and discharge non-probationary employees for just cause, 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. 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 Right to Subcontract. 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, skill, or cost competitiveness to perform the work promptly and satisfactorily and agrees to notify the Union thirty (30) days in advance, in writing, of the intent to subcontract.

Section 2.4 Work Rules. 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.

Section 2.5 Drug & Alcohol Free Workplace. The County's Drug Free Workplace Policy in effect on date of ratification, 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 and the impact to the bargaining unit are subject to negotiation.

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 checkoff 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 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 BARGAINING UNIT WORK

Section 4.1 Supervisors Performing Bargaining Unit Work. Supervisors shall be permitted to perform bargaining unit work in the following instances.

- A. In emergency or where regular employees are not available.
- B. To instruct or train employees.
- C. To do experimental work on a new job.
- D. To fill personnel shortages caused by scheduled employees not reporting to work.
- E. In all other cases where unit employees are not displaced, and where the supervisor does not perform the work on a regular or extended basis.

Section 4.2 Union Meetings. The Stewards will be allowed two (2) hours per month time off to attend union meetings provided the employees affected are working the night shift. The Employer and the Union will share equally any wages lost by the Stewards who attend said meetings.

ARTICLE V REPRESENTATION

Section 5.1 Stewards. The Employer agrees to recognize one (1) Chief Steward and three (3) Stewards 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 5.2 Union Furnish Names. The Union shall furnish the Employer with the names of its authorized representatives and stewards and of all changes in such representation that may occur from time to time.

Section 5.3 Numbers for Negotiations. The Employer agrees that up to four (4) employees from the bargaining unit shall be authorized to meet and confer with the Employer during contract negotiations. Said employees shall not suffer a loss in pay for time spent meeting and conferring with the Employer during negotiations. The additional employee may take time without pay, or use accumulated vacation or personal leave for time spent in negotiations.

ARTICLE VI SPECIAL CONFERENCES

Section 6.1 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, Stewards, and any outside parties mutually agreed upon. 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 VII GRIEVANCE PROCEDURE

Section 7.1 Grievances. A grievance under this Agreement is a written dispute, claim or complaint arising under and during the term of this Agreement and filed by either an authorized representative of, or an employee in, the bargaining unit. Grievances are limited to matters of interpretation or application of express provisions of this Agreement. The grievance shall state the specific Article and Section allegedly violated.

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

- Step 1: Any Employee having a complaint or grievance 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 one (1) working day.
- Step 2: If the matter is not resolved in Step 1, the grievance shall be reduced to writing on the regular grievance form provided by the Union and presented to the employee's department head within five (5) working days of the Step 1 answer. The department head or his/her designee shall answer the written grievance in writing 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 7.2 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 subject to the provisions of Article VIII. Except as noted below regarding an appeal of an arbitration award.

Section 7.3 Time Limits. The time limits established in the grievance procedure shall be followed by the parties. If the time limits procedure is not followed by the Union the grievance shall be considered settled in accordance with the Employer's last disposition. If the time procedure is not followed by the Employer, the grievance shall automatically advance to the next step, but excluding arbitration unless requested by the Union. The time limits established in the grievance procedure may be extended by mutual agreement; provided it is reduced to writing and the period of extension is specified.

Section 7.4 Period of 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 7.5 Notification of Disciplinary Discharge or Suspension. When an employee is given a disciplinary discharge or suspension, the Union will be promptly notified in writing of the action taken. Such disciplinary action shall be deemed final and automatically closed unless a written grievance is filed within five (5) working days from the time of presentation of the notice to the Union. Grievances regarding discharge shall commence at step two (2) of the grievance procedure.

Section 7.6 Calculation of 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 7.7 Reasonable Time for Grievance Meetings. The Employer will grant a necessary and reasonable amount of time during straight time working hours to the Stewards who must necessarily be present for direct participation in grievance adjustments with management. Such unit chairpersons or Stewards shall first receive permission from their department head or designated representative to leave their work station and shall report back promptly when their part in the grievance adjustment has been completed. Any employee who takes an unreasonable or unnecessary amount of time in grievance procedure adjustments shall be subject, after a written warning, to disciplinary action.

Section 7.8 Definition of Time Procedures. Saturdays, Sundays and holidays shall not be counted under the time procedures established in the grievance procedure.

Section 7.9 Strikes and Walkouts. It is the intent of the parties to this Agreement that the grievance procedure herein shall serve as a means for the peaceable settlement of all disputes that may arise between them concerning the terms of this Agreement. Recognizing this fact, the Union agrees that during the life of this Agreement, neither the Union, its agents, nor its members will authorize, instigate, aid or engage in work stoppage, slow-down or strike against the Employer. The Employer agrees that during the same period there will

be no lockout. Any individual employee or group of employees who violates or disregards the prohibition of this section may be summarily discharged by the Employer without liability on the part of the County Board of Commissioners or Union.

Section 7.10 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 VIII ARBITRATION

Section 8.1 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 and fees of the arbitrator shall be shared equally by both parties. -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 IX DISCIPLINE AND DISCHARGE

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 agreed that progressive discipline shall be used where appropriate. Discharge must include written notice to the employee and the Steward citing specific charges against the employee.

Section 9.2 Immediate Review of Discharge or Suspension. The discharged or suspended employee will be permitted to review his discharge or suspension with his Steward on or outside the Employer's premises upon such discharge or suspension. Upon request, the Employer or his designated representative may discuss the discharge or suspension with the employee and the Steward.

Section 9.3 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 9.4 Step for Expedited Grievance. Should a non-probationary employee who has been discharged consider such discipline to be improper, a grievance may be processed at step two (2) of the grievance procedure, provided the grievance is submitted within five (5) working days from the date discipline was imposed on the grieving employee.

ARTICLE X LAYOFF AND RECALL

Section 10.1 Layoff Order and Notice.

- A. The word "layoff" means a reduction in the work 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 within a department shall be by classification in inverse union bargaining unit seniority in the following order:
1. Temporary employees.
 2. Volunteer senior employees.
 3. Probationary employees.
 4. Regular Part-Time employees.
 5. Regular Full-Time Employees.
- 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 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. 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 a sixty (60) working day trial in which to demonstrate he/she can satisfactorily perform the duties of the position. The employer shall give the employee reasonable assistance to enable them to learn the new job. The time may be extended by mutual agreement between the Employer and the Union.
 4. When an employee bumps, he/she must accept all hours of the position being bumped into.
- C. In implementing the above mentioned displacement (bumping) procedures, the employee must also meet the following:
1. Minimum qualifications as defined in the job descriptions.
 2. Any licensing, certification, or registration requirements for the position in question in a mutually agreed upon time frame unless such licensing, certification, or registration is a minimum qualification under C. 1.
 3. Other reimbursability requirements by third-party payers such as Federal or State grant providers.
- D. Employees to be laid off for an indefinite period of time will have at least ten (10) working days' notice of layoff except in unavoidable emergency situations. The Chief Steward or Steward shall receive a list from the Employer of the employees being laid off on or before the date the notices are issued to the employees.
- E. Employees eligible for and choosing to bump in lieu of layoff shall have a maximum of four (4) working days to notify Human Resources of their decision and the position to which they are qualified to bump. It is the employees' responsibility to confirm that they meet the minimum qualifications for the position as defined in Section 10.1 prior to the deadline. Employees not following the above defined process will not be eligible for bumping rights after the four (4) day period and will be laid off.

Section 10.2 Temporary Reduction. 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 (30) hours per week before any employees are laid off.

Section 10.3 Recall. A laid off seniority employee, if recalled to a job within one pay grade to the job from which he/she was laid off, shall be required to take the recall. Failure to take such offered work shall result in loss of seniority and discharge.

Section 10.4 Order and Notice of Recall.

- 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 registered mail to the employee's last known home 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, which may be by email, of his/her intent to return to work within three (3) consecutive calendar days of receipt of notice and shall then return within ten (10) calendar days of the employer's notification or 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 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 ten (10) working days, and the employee passed over (because of their inability to return to work immediately) will be given notice to report for work within the said ten (10) day period.

Section 10.5 Payout of Sick Leave Bank on Layoff. Employees who are grandfathered under the Sick Leave Plan will be paid fifty (50%) percent of any unused sick leave bank after being on layoff status for one (1) year.

ARTICLE XI SENIORITY

Section 11.1 Definition. Seniority shall be defined as the length of the employee's service within the bargaining unit, prorated for regular part time employees, 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.

- 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 terminated at any time by the Employer in its sole discretion. Neither the probationary employee so terminated nor the Union shall have recourse through the grievance procedure over such termination.
- C. During the probationary period an employee shall be eligible for employee benefits as expressly provided in this Agreement consistent with plan documents. After an

employee has successfully completed the probationary period of employment, he/she shall become a regular full-time or regular part-time employee. His/her seniority shall start as of his/her last date of hire as a regular employee into this bargaining unit unless as specified otherwise in the contract.

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

Section 11.3 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 at the specified date at the termination of any leave of absence, unless otherwise excused.
- E. The employee is on a layoff for more than twelve (12) months, or on Workers' Compensation leave for more than twenty-four (24) months, or unless otherwise required by statute.
- 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 11.4 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 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 XII

HOURS OF WORK, PREMIUM PAY, SHIFT PREFERENCE

Section 12.1 Hours of Work. The regular schedule of an employee's work week shall consist of 8 hours per day and 40 hours per week, Monday through Friday. Seven (7) day operations are referenced in Section 12.6.

The work day shall begin as directed by the Employer between the hours of 6:30 a.m. and 8:30 a.m. and end between the hours of 3:30 p.m. and 5:30 p.m. The second shift which shall begin at 4:30 p.m. and end at 12:30 a.m. The third shift shall begin between 9:00 p.m. and 11:00 p.m. and end between 5:00 a.m. and 7:00 a.m.

Seniority employees shall have their choice of hours, and shifts based on classification seniority once during each calendar year, or more often with vacancy or changes, normally to be effective on July 1. Request for a change must be made at least two (2) weeks prior to the effective date. Assignment to jobs within job classifications on the shift shall be the function of the Employer and employees shall not be entitled to a particular job on any shift.

The Employer shall designate the starting and stopping times of each shift; the lunch and rest periods for each shift; and may stagger such times as between various departments and as between groups of employees or individuals within a department.

Any proposed changes from present practice will be reported to and discussed with the Union, and may be subject to negotiations, at least five (5) working days before such changes are made.

Employees may make a request for flexible working hours or job sharing to their supervisor or department head. Such scheduling shall require the department head's approval and must be in keeping with good customer service and the smooth operation of the department.

Section 12.2 Lunch Breaks. Employees shall be granted a minimum one-half (1/2) to a maximum one (1) hour non-paid lunch period exclusive of the scheduled full time 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 Work 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 Overtime. If requested to work overtime, an employee will be expected to do so unless they are excused for good cause. 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. Daily - all work performed in excess of the employee's regular full-time shift in any twenty-four (24) hour period. The twenty-four (24) hour period shall be defined as 12:00 a.m. to 11:59 p.m.

- B. Periodically - all paid work performed in excess of 40 hours in one work week, including paid holidays, approved vacation leave or approved bereavement leave.
- C. An overtime roster shall be updated and posted following each pay period. The roster shall be posted where it is accessible to all employees. The overtime roster shall include columns showing, for each bargaining unit Employee, overtime hours worked, overtime hours refused, and total equalized overtime. Total equalized overtime shall be the sum of total overtime hours worked and total overtime hours refused and will be used for equalizing overtime in accordance with this section. All overtime work to which overtime pay is applicable shall be distributed as equally as possible among all employees within the department within a reasonable period of time and within the classification affected, provided the employee is capable of performing the work.
- D. An employee called to work at a time other than his/her scheduled work shift shall be credited with a minimum of three (3) 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, whichever is the greater, 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.
- E. New employees are not entitled to equalized overtime until they have completed their training period as provided for in Section 18.3. At that time they will be assigned the average accumulated number of Total Equalized Overtime Hours within the bargaining unit.
- F. 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.
- G. Compensatory time may be authorized in lieu of overtime payment if requested by the employee and 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 to 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.

Section 12.5 Shift Premium. A shift premium of forty-five cents (45 ¢) per hour worked shall be paid to all employees working on the second shift, and fifty-five cents (55 ¢) shall be paid to employees working on the third shift. Day shift employees who are scheduled to work beyond their regular scheduled working hours shall not receive shift premium. Second and third shift employees who work beyond their regular scheduled hours shall continue to receive their respective shift premium.

Section 12.6 Shifts for Seven Day Operations.

- A. Shifts for the employees working in seven (7) day operations shall be five (5) consecutive days, including not more than one (1) day regularly scheduled on a Saturday or Sunday. Starting time for these employees may be one-half (1/2) hour prior to the opening of a facility.
- B. Shift premium will be forty-five cents (45 ¢) per hour for employees whose schedule entails fifty percent (50%) or more of their time to be worked after 4:00 p.m., and fifty-five cents (55 ¢) per hour for those whose shift requires fifty percent (50%) or more of their time after 10:00 p.m. The Shift premium for Facilities Management Custodial Staff will be forty-five cents (45 ¢) per hour for employees whose schedule entails fifty percent (50%) or more of their time to be worked after 4:00 p.m., and fifty-five cents (55 ¢) per hour for those whose shift requires fifty percent (50%) or more of their time after 10:00 p.m.
- C. Seniority employees assigned to seven (7) day operations shall have shift preference by seniority. Shift preference based on classification seniority shall be made once each calendar year or more often with vacancies or changes, normally effective on July 1. Request for a change must be made at least two (2) weeks prior to the effective date. Probationary employees shall be included in seniority rotation after completion of probation period.
- D. For purposes of the distribution of overtime, the Employer need not call from the overtime list if the overtime involves hours adjacent to an employee's regular shift, if the time period is less than two (2) hours for that current job assignment.

Section 12.7 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.

Section 12.8 Pay Periods. The employer shall provide for bi-weekly pay periods. Each employee shall be provided with an itemized statement of his earnings and of all deductions made for any purpose. Pay day will be every other Friday. Should a pay day fall on a

declared holiday, pay checks or statements will be distributed by the close of the working day preceding the holiday.

Section 12.9 Out of Classification Pay. When an employee is assigned work outside their classification for a period of two (2) consecutive hours or more, the employee shall receive pay for that classification at the step of the new classification which is at least 4.5%, but not more than 10%, higher than their current wage, not to exceed the top step of the new classification.

Section 12.10 Wages and Classifications. The Wage and Classification identifiers are added hereto as Appendix A and Appendix B, respectively.

Section 12.11 On-Call Premium Pay. Sewer and Water employees of the DPW shall be assigned to a rotating schedule that is exempt from the overtime provisions of Section 12.4(C.) once training has been completed.

An employee assigned to the on-call rotation from the Sewer and Water section of the DPW shall be allowed the use of an employer's phone vehicle (take home vehicle) during the period they are on-call. The employer further agrees to compensate the Sewer and Water member(s) designated by the employer as on-call a \$70.00 premium for each week they are on-call to field after hours calls.

This on-call premium pay is compensation for the requirement to carry an on-call phone to receive after-hours calls and for work related to these after-hours calls that does not result in the employee being required to leave their current location to respond.

Sewer and Water employees required to leave their current location to respond to an after-hours phone call shall be compensated for work performed per 12.4 (D.).

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 may 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 approximate 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 or her seniority. However, the seniority of an employee will not accumulate while the employee is on an approved unpaid 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 his/her job. Employees shall not accept employment elsewhere while on leave of absence unless agreed to in writing 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. Health insurances shall be continued for one month following the month during which unpaid leave begins unless otherwise provided in this agreement or by law. Leaves in excess of this time shall 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.
- H. 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.

Section 13.2 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 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 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 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 may return to his/her previous classification according to seniority. This leave may be extended by mutual agreement.

Section 13.5 Parental Leave. An employee may request in writing a parental leave up to six months to begin at birth or date of adoption, which time shall be counted toward FMLA. Accumulated vacation, personal or unpaid leave may be used for this purpose. Upon returning to work, the employee shall have the right to displace any employee with less seniority in the same classification in the department in which s/he worked at the time the leave of absence was granted. An employee who fails to return to work at the termination of his/her parental leave shall be terminated.

Section 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 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 13.7 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, step-mother or step-father) the employee, upon request, shall be excused for up to three (3) normally scheduled working days following the date of death, provided he/she attends the funeral and/or memorial service. Time off will also be granted for the death of current sister-in-law, current brother-in-law, current grandparent-in-law, step-sister, step-brother, or a member of the employee's immediate household, with time off charged against any accumulated leave time. For out-of-state funerals, employees shall be permitted to take up to two (2) additional days leave of absence without pay or, at the option of the employee, to use accumulated leave time.
- B. An employee excused from work under this Section shall, after making written application, receive the amount of wages, exclusive of any other premiums, that they would have earned by working during straight time hours on such scheduled days of work for which they were excused. Time thus paid will be counted as hours worked for purposes of overtime under Section 12.4.B.

Section 13.8 Personal Leave. Each regular full time employee and regular part time employee (on a pro-rated basis) shall be granted eight (8) days 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 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 eight (8) days (64 hours) 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 (1/2) hour increments.

Any balance left, up to a maximum of five (5) 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 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 XIV LONGEVITY COMPENSATION

Section 14.1 Longevity Pay. All full time employees hired prior to April 1, 2007, shall receive a longevity bonus payable as a separate check on the first pay date in December in accordance with the following schedule.

- A. All full-time employees hired on and after February 1, 1985, and before April 1, 2007, are automatically assigned to this plan.

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. General conditions applicable:
 - 1. Longevity will be paid by separate check, lump sum, on the first pay date in December.
 - 2. 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.
 - 3. 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.

ARTICLE XV HOLIDAY PAY

Section 15.1 Paid Holidays. The following shall be considered as holidays for the purpose of this Agreement (pro-rated for regular part-time employees):

| | | |
|-----------------|------------------|----------------------------|
| New Year's Day | Independence Day | Day After Thanksgiving Day |
| President's Day | Labor Day | Christmas Eve Day |
| Good Friday | Veterans' Day | Christmas Day |
| Memorial Day | Thanksgiving Day | New Year's Eve Day |

*Two Floating Holidays (per Sec. 15.7)

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

- A. Be a regular full-time or regular part-time employee on the date the holiday occurs.
- B. Have worked in full, when scheduled, the employee's regularly scheduled straight time work day prior to and the employee's regularly scheduled straight time work day subsequent to the holiday, unless on authorized paid leave, excluding short term disability or workers' compensation.

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

Section 15.4 Holidays on Scheduled Work Days.

- A. Whenever one of the designated holidays falls on an employee's scheduled work day, the employee shall receive holiday pay plus their regular day's pay for the day worked. In the event that the employee is called in to work on a holiday, he/she shall receive time and one-half (1 1/2) plus holiday pay for the day worked. In the event that a compensatory day off in lieu of the holiday is mutually agreed upon with the called-in employee, the employee shall receive straight time pay for the holiday worked, plus time and one-half (1 1/2), to be applied to compensatory time pursuant to the language of Section 12.4 sub-paragraph (F).
- 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, unless the office is normally open on the weekend, then the actual holiday will be recognized. 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.

- D. Employees choosing to work a holiday with supervisory approval will receive straight time pay for the holiday worked and may take another regularly scheduled paid day off in lieu of the holiday within one (1) month.

Section 15.5 Compensation for Holidays. Employees covered by this Agreement who do not work on the designated holidays, and who meet the eligibility requirements hereinbefore set forth, shall be compensated for such holiday on a prorated basis for part-time employees, at the straight time hourly rate, excluding premiums.

Section 15.6 Compensation for Holiday. Scheduled but not Worked When an employee is scheduled to or agrees to work on one of the 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.

Section 15.7 Floating Holiday. Two floating holidays shall be credited to the employee in the first pay period of the calendar year (pro-rated for regular part-time employees). Employees who are hired on or after October 1st shall not be granted the floating holidays for the year of hire. Such floating holidays shall not accrue from year to year or be paid out for any reason.

Section 15.8 Use of Irregular Staff on Holidays. The Employer has the option to open the pool on a recognized holiday on a full or limited schedule by offering the work to a Regular Full Time or Regular Part Time Employee at straight time pay and allowing that employee to take another day off in place of the holiday, such day to be scheduled as requested by the employee and as approved by the Supervisor. If no Regular Employee elects to work the holiday pursuant to the above, Irregular Part Time Employees may be used to cover the holiday.

ARTICLE XVI VACATION

Section 16.1 Vacation Eligibility and Schedule. Employees working under this Agreement shall receive paid vacations in accordance with the following schedule (pro-rated for regular part-time employees), provided they are eligible:

- A. An employee shall be entitled to receive vacation pay as herein set forth if such employee is regular full-time or regular part-time. For regular part-time employees the vacation schedule shall be prorated. Paid sick leave, paid holidays, or certain other paid leaves shall be considered hours worked for purposes of this article.
- B. 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: | Hours |
|----------------------------|-------|
| Less than 3 years: | 80 |
| 3 but less than 5 years: | 96 |
| 5 but less than 10 years: | 120 |
| 10 but less than 15 years: | 136 |
| 15 but less than 20 years: | 160 |
| 20 or more years: | 186 |

Any employees with 25 years of service or more as of January 1, 2020, will be redlined at 187.5 hours.

Section 16.2 Scheduling of 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. To assure continuity of instruction, those employees at the Civic Center Pool, utilized as instructors, may be required to schedule vacations outside of their assigned class schedules.

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 regular part-time employees). Any hours beyond the twenty (20) days, 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, unless a timely request for vacation leave has been denied.

ARTICLE XVII INSURANCE AND RETIREMENT/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.

Effective January 1, 2019, 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.

2024, 2025, 2026: For those employees enrolled in the Health Savings Account (HSA) plan the payroll period after January 1 of 2024, 2025 and 2026, each employee will receive a total payment for each year, 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 \$166.67 per month . Payments will be made once per month on the first paycheck in each month that the employee would otherwise be eligible for health insurance 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.

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. Employees who are insured under a Grand Traverse County health insurance plan provided to their spouse are not eligible for this payment.

Section 17.2 Optical and Dental Insurance. 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, provided that substantially equivalent coverage is maintained.

Section 17.3 Workers' Compensation. Each employee will be covered by the applicable workers' compensation laws. The Employer further agrees that an employee, if eligible for workers' compensation, may 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 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 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 17.4 Unemployment. The Employer agrees to be compliant with all unemployment laws.

Section 17.5 Retirement.

- A. **Retiree Health Insurance.** Employees shall not be eligible for health insurance upon retirement.
- B. **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 (3%) percent 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, 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. Employees grandfathered under the MERS Defined Benefit Plan shall receive benefits calculated under B4 plan with the F55/25 rider, FAC 3, six (6) year vesting, and E2 rider of the Municipal Employees Retirement System. This retirement plan is fully funded by the Employer.

Age 60 with six (6) years of service, or age 55 with twenty-five (25) years of service shall be used for determination of age of retirement for payment of benefits under Defined Benefit retirement.

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-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. The Plan shall continue with the F55/25 and V-6 benefits.

Section 17.6 Life and AD&D Insurance. All regular full-time and regular part-time employees, including those on paid leave, shall be eligible for term Life Insurance after six (6) consecutive months of service as a regular employee in accordance with the plan documents. Said insurance shall be in the amount of \$20,000 or one times annual base salary, whichever is greater, for Life and Accidental Death and Dismemberment.

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

Section 17.7 Short Term Disability Insurance. 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, provided that substantially equivalent coverage is maintained. 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, 2019, all eligible employees shall receive the same Long Term Disability Insurance as non-Union employees, which may change from time to time.

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, 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 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 at least 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 Temporary 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 Equalization of Training Opportunities. The Employer agrees that, when practical, Employer sponsored and/or required training shall be offered to employees within the applicable classifications with opportunities for such training equalized among the affected employees.

ARTICLE XIX MISCELLANEOUS

Section 19.1 Gender. Reference to the masculine gender may refer to the feminine gender, or vice versa.

Section 19.2 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 19.3 Union Bulletin Boards. The Employer will provide a bulletin board at each of the following sites: Governmental Center, Public Services Building, Facilities Management Building, Civic Center, and the DPW Shop 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 19.4 Uniforms.

- A. Eleven (11) uniforms and two (2) jackets, one (1) for the spring season and one (1) for the winter season, will be provided for Department of Public Works employees who are required to wear them during their work hours, with the identifying County information displayed. Lifeguards/WSIs will be provided one (1) set of warm ups and two (2) swimsuits, including tanks, shorts, and t-shirt for female employees and shorts and t-shirts for male employees, to be worn during working hours only.
- B. Bargaining unit employees in the Facilities Management Department and Construction Codes shall receive \$475 per year to purchase and maintain their own uniforms according to the following terms:
 - 1. The \$475 shall cover the cost of the shirts and pants only; jackets will continue to be provided by the Employer.
 - 2. The \$475 will be dispersed during the first pay period of March.
 - 3. The Employer shall make a bulk shirt purchase for all employees once a year. Employees can decide on any amount of shirts they would like. The cost of these shirts shall be deducted from the \$475. The remaining amount from the \$475 shall be provided to the employee, through payroll, to purchase their own pants. Identifying County information shall continue to be displayed on each shirt.
 - 4. Pants shall consist of blue jeans. Jeans should be in good condition, without holes, and should not be torn, tattered, or faded and shall be free of major stains.
 - 5. Employees shall be responsible for the cleaning of their shirts and pants.
 - 6. Employees will be required to wear their pants and shirts during work hours with identifying County Information displayed.
- C. Specialized Footwear: In those positions where the County determines that safety toe work shoes are appropriate in the interest of employee safety, the County will so advise the employees involved with a copy of such notice to the Union. Employees so advised will be required to obtain suitable safety toe shoes within ten (10) working days from the date of such notice, and such footwear shall be required on the job. As of the first regular payday following appointment and thereafter in their anniversary date payroll, the County will pay a safety shoe allowance of fifty (\$50.00) dollars per year to each employee who is required to wear safety shoes as provided herein, and who has not received such allowance during the prior three (3) months. In order to receive reimbursement for steel toe shoes and boots the employee will need to

produce a copy of the sales receipt, and proof that the shoes meet or exceed ASTM F2413-05 (formerly ANSI Z41 PT99) I/75 C/75 standards.

Employer-required safety apparel / equipment shall continue to be provided by the Employer; however, the Employer will not provide prescription eyewear.

Section 19.5 Health and Safety Committee. All safety concerns shall be reported to the Department Head with a copy to the Human Resources Director.

Section 19.6 Copies of Agreement. The Employer shall provide the Union with two (2) copies of the signed Agreement. The Employer agrees to make a copy of the agreement available to all new employees entering the employment of the Employer. A copy of the Agreement shall be posted on the County's website and intranet.

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 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 19.9 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. 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.

**ARTICLE XXI
DURATION**

This Agreement shall be effective on the January 1, 2024, and shall remain in full force and effect until December 31, 2026. Either party may request to commence negotiations 120 days prior to the contract termination date.

FOR THE EMPLOYER

Rob Hentschel 7/18/24

Rob Hentschel, Chairperson Date
Board of Commissioners

FOR THE UNION

Paul Postal 7-16-24

Paul Postal Date
Business Representative

APPROVED AS TO FORM FOR GRAND TRAVERSE COUNTY:
COHL, STOKER & TOSKEY, P.C.
By: Mattie D. Nordford, Esq.

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Appendix A

Wage Scales

| 2024 FOP General | | 4% increase over 2023 | | | | |
|------------------|-----------|-----------------------|-----------|-----------|-----------|-----------|
| | 1 | 2 | 3 | 4 | 5 | 6 |
| AA | 13.97 | 14.59 | 15.31 | 15.94 | 16.71 | 17.51 |
| A | 15.03 | 15.68 | 16.44 | 17.16 | 17.99 | 18.82 |
| B | 16.11 | 16.86 | 17.58 | 18.45 | 19.21 | 20.09 |
| C | 17.21 | 18.00 | 18.84 | 19.69 | 20.59 | 21.53 |
| D | 18.47 | 19.22 | 20.13 | 21.03 | 21.99 | 23.05 |
| E | 19.72 | 20.63 | 21.55 | 22.55 | 23.61 | 24.63 |
| F | 21.05 | 22.02 | 23.07 | 24.04 | 25.21 | 26.36 |
| F1 | 23.15 | 24.23 | 25.34 | 26.46 | 27.71 | 28.98 |
| F2 | 25.26 | 26.41 | 27.64 | 28.88 | 30.21 | 31.65 |
| G | 23.17 | 24.25 | 25.36 | 26.47 | 27.73 | 29.00 |
| H | 26.59 | 27.89 | 29.17 | 30.48 | 31.88 | 33.33 |
| H1 | 31.93 | 33.46 | 35.00 | 36.57 | 38.25 | 40.01 |
| H2 | 29.28 | 30.66 | 32.07 | 33.54 | 35.05 | 36.67 |
| I | 28.54 | 29.86 | 31.26 | 32.61 | 34.12 | 35.67 |
| I2 | 31.38 | 32.83 | 34.37 | 35.87 | 37.53 | 39.23 |
| Exempt | 1 | 2 | 3 | 4 | 5 | 6 |
| I | 58,521.00 | 61,206.00 | 63,980.00 | 66,929.00 | 69,962.00 | 73,170.00 |

| 2025 FOP General | | 3% increase over 2024 | | | | |
|------------------|-------|-----------------------|-------|-------|-------|-------|
| | 1 | 2 | 3 | 4 | 5 | 6 |
| AA | 14.39 | 15.03 | 15.77 | 16.42 | 17.21 | 18.04 |
| A | 15.48 | 16.15 | 16.93 | 17.67 | 18.53 | 19.38 |
| B | 16.59 | 17.37 | 18.11 | 19.00 | 19.79 | 20.69 |
| C | 17.73 | 18.54 | 19.41 | 20.28 | 21.21 | 22.18 |
| D | 19.02 | 19.80 | 20.73 | 21.66 | 22.65 | 23.74 |
| E | 20.31 | 21.25 | 22.20 | 23.23 | 24.32 | 25.37 |
| F | 21.68 | 22.68 | 23.76 | 24.76 | 25.97 | 27.15 |
| F1 | 23.84 | 24.96 | 26.10 | 27.25 | 28.54 | 29.85 |
| F2 | 26.02 | 27.20 | 28.47 | 29.75 | 31.12 | 32.60 |
| G | 23.87 | 24.98 | 26.12 | 27.26 | 28.56 | 29.87 |
| H | 27.39 | 28.73 | 30.05 | 31.39 | 32.84 | 34.33 |
| H1 | 32.89 | 34.46 | 36.05 | 37.67 | 39.40 | 41.21 |

| | | | | | | |
|--------|-----------|-----------|-----------|-----------|-----------|-----------|
| H2 | 30.16 | 31.58 | 33.03 | 34.55 | 36.10 | 37.77 |
| I | 29.40 | 30.76 | 32.20 | 33.59 | 35.14 | 36.74 |
| I2 | 32.32 | 33.81 | 35.40 | 36.95 | 38.66 | 40.41 |
| Exempt | | | | | | |
| I | 60,276.63 | 63,042.18 | 65,899.40 | 68,936.87 | 72,060.86 | 75,365.10 |

| 2026 FOP General | | 3% increase over 2025 | | | | |
|------------------|-----------|-----------------------|-----------|-----------|-----------|-----------|
| | 1 | 2 | 3 | 4 | 5 | 6 |
| AA | 14.82 | 15.48 | 16.24 | 16.91 | 17.73 | 18.58 |
| A | 15.94 | 16.63 | 17.44 | 18.20 | 19.09 | 19.96 |
| B | 17.09 | 17.89 | 18.65 | 19.57 | 20.38 | 21.31 |
| C | 18.26 | 19.10 | 19.99 | 20.89 | 21.85 | 22.85 |
| D | 19.59 | 20.39 | 21.35 | 22.31 | 23.33 | 24.45 |
| E | 20.92 | 21.89 | 22.87 | 23.93 | 25.05 | 26.13 |
| F | 22.33 | 23.36 | 24.47 | 25.50 | 26.75 | 27.96 |
| F1 | 24.56 | 25.71 | 26.88 | 28.07 | 29.40 | 30.75 |
| F2 | 26.80 | 28.02 | 29.32 | 30.64 | 32.05 | 33.58 |
| G | 24.59 | 25.73 | 26.90 | 28.08 | 29.42 | 30.77 |
| H | 28.21 | 29.59 | 30.95 | 32.33 | 33.83 | 35.36 |
| H1 | 33.88 | 35.49 | 37.13 | 38.80 | 40.58 | 42.45 |
| H2 | 31.06 | 32.53 | 34.02 | 35.59 | 37.18 | 38.90 |
| I | 30.28 | 31.68 | 33.17 | 34.60 | 36.19 | 37.84 |
| I2 | 33.29 | 34.82 | 36.46 | 38.06 | 39.82 | 41.62 |
| Exempt | | | | | | |
| I | 62,084.93 | 64,933.45 | 67,876.38 | 71,004.98 | 74,222.69 | 77,626.05 |

NOTES:

The sub-grades, such as F1, F2 H1, H2, I2 are due to market adjustments added to specific classifications when the County was experiencing difficulty recruiting qualified individuals.

Qualified applicants come into the compensation plan at Step 1. The Training 1 and Training 2 steps are used when an applicant does not meet the minimum requirements, but is expected to within a reasonable period of time. The candidate will then be moved to Step 1 upon attaining the qualification.

Appendix B

Classification Plan

GENERAL UNIT CLASSIFICATION PLAN

| | |
|-----|--|
| AA: | Clerical Assistant |
| A: | Custodian |
| C: | Office Clerk Maintenance Worker Assistant |
| D: | Account Clerk Appraiser I Lifeguard/Water Safety Instructor Office Specialist Secretary Sewer & Water Technician I DPW Field Tech |
| E: | Account Clerk Specialist Legal Secretary |
| F: | Accounting Technician Appraiser II Building Maintenance Worker I GIS Technician Grounds Maintenance Worker Human Resources Technician I.T. Programmer I.T. Technician Office Coordinator Planning Technician Program Counselor |
| G: | Brownfield Planning Assistant (Position currently does not exist; any future job description and grade to be determined) Building Maintenance Worker II Case Manager Senior Program Coordinator Sewer & Water Technician II |
| H: | Appraiser Senior Code Inspector Coordinator: Grounds Coordinator: Telecommunications Building Maintenance Worker III GIS Analyst Mechanic Programmer Analyst Sewer & Water Technician III Soil Erosion Inspector |
| I | Commercial Plan Examiner |