

GRAND TRAVERSE COUNTY BOARD OF COMMISSIONERS

Wednesday, March 1, 2017 @ 5:30 p.m.
Governmental Center, 2nd Floor Commission Chambers
400 Boardman, Traverse City, MI 49684

General Meeting Policies:

- ❖ Please turn off all cell phones or switch them to silent mode.
- ❖ Any person may make a video, audio or other record of this meeting. Standing equipment, cords, or portable microphones must be located so as not to block audience view.

If you need auxiliary aid assistance, contact 231-922-4760.

CALL TO ORDER:

1. OPENING CEREMONIES OR EXERCISES

(Pledge of Allegiance)

2. ROLL CALL

3. APPROVAL OF MINUTES

(Reading aloud is waived as long as the Board has been furnished a copy in the packet prior to the meeting)

a. Minutes of February 15, 20173

4. FIRST PUBLIC COMMENT

Any person shall be permitted to address a meeting of the Board of Commissioners which is required to be open to the public under the provision of the Michigan Open Meetings Act. Public Comment shall be carried out in accordance with the following Board Rules and Procedures:

Any person wishing to address the Board shall state his or her name and address.

No person shall be allowed to speak more than once on the same matter, excluding time needed to answer Commissioners' questions, if any. The Chairperson shall control the amount of time each person shall be allowed to speak, which shall not exceed three (3) minutes. The Chairperson may, at his or her discretion, extend the amount of time any person is allowed to speak.

Public comment will be solicited during the two public comment periods noted in Rule 5.4, Order of Business. However, public comment will generally be received at any time during the meeting regarding a specific topic currently under discussion by the board. Members of the public wishing to comment should raise their hand or pass a note to the clerk in order to be recognized, and shall not address the board until called upon by the chairperson.

5. APPROVAL OF AGENDA

6. CONSENT CALENDAR:

The purpose of the Consent Calendar is to expedite business by grouping non-controversial items together to be dealt with by one Commission motion without discussion. Any member of the Commission, staff or the public may ask that any item on the Consent Calendar be removed and placed elsewhere on the agenda for full discussion. Such requests will be automatically respected.

If any item is not removed from the consent calendar, the action noted (receive & file or approval) is approved by a single Commission action adopting the consent calendar.

All Information identified on the Consent Calendar can be viewed in it's entirety at www.grandtraverse.org.

a.	Receive and File:	
1)	Corrected Board of Commissioners minutes of February 8, 2017	10
2)	Resolution regarding Revision of Medicare Prescription Drug Bill of 2003 (Allegan County).....	12
3)	Grand Traverse Community Collaborative minutes of February 23, 2017	14
b.	Approvals:	
1)	Reappointments to Construction Code Board of Appeals	17
2)	American Federation of State, County and Municipal Employees (AFSCME) Agreement.....	19
c.	Action:	
7.	SPECIAL ORDERS OF BUSINESS:	
a.	Public Hearing for Revolving Loan Fund Application for Berg Well Drilling	63
b.	Bay Area Transportation Authority (BATA) Presentation.....	86
8.	ITEMS REMOVED FROM CONSENT CALENDAR	
9.	DEPARTMENTAL ITEMS:	
a.	ADMINISTRATION:	
1)	County Owned Real Property Disposal Policy	88
10.	OLD/UNFINISHED BUSINESS:	
a.	Update from Ad Hoc Committee regarding Administrator Search (Verbal)	
b.	Strategic Plan Update (Menzel/DeHaan)	92
11.	NEW BUSINESS:	
12.	SECOND PUBLIC COMMENT (Refer to Rules under Public Comment/Input above.)	
13.	COMMISSIONER/DEPARTMENT REPORTS:	
a.	Natural Gas Contract (Wheelock)	
14.	NOTICES	
a.	March 16, 2017 @ 9:00 a.m. - Board Basics Training (RSVP)	
b.	March 22, 2017 – Attorney-Client Update Regarding Collective Bargaining	
c.	March 29, 2017 – Study Session - Pension Debt Discussion	
15.	CLOSED SESSION (IF REQUIRED)	
16.	ADJOURNMENT	

GRAND TRAVERSE COUNTY
BOARD OF COMMISSIONERS

Regular Meeting
February 15, 2017

Chairwoman Crawford called the meeting to order at 5:30 p.m. at the Governmental Center.

OPENING CEREMONIES OR EXERCISES

The Pledge of Allegiance to the Flag of the United States of America was recited.

PRESENT: Dan Lathrop, Tom Mair, Cheryl Gore Follette, Addison Wheelock, Jr.,
Ron Clous, Bob Johnson and Carol Crawford

APPROVAL OF MINUTES

January 28, 2017 – Special Session (Strategic Planning)
February 1, 2017 – Regular Session

Moved by Johnson, seconded by Mair to approve the minutes listed above. Motion carried.

February 8, 2017 Study Session Minutes

Approval was delayed until later in the meeting to determine the direction to staff made by the Board regarding the Commission on Aging Department. The Commissioners requested clarification regarding the numbering of the options presented at the Strategic Planning meeting.

PUBLIC COMMENT

Dr. Gerald Dobek indicated that the Keystone property is in close proximity to the observatory and the Commissioners should take that into consideration when they choose a buyer for the property.

Geraldine Green spoke about the Commission on Aging and suggested staffing changes in the County Administration office.

APPROVAL OF AGENDA

Moved by Johnson, seconded by Clous to approve the agenda as presented. Motion carried.

CONSENT CALENDAR

The purpose of the consent calendar is to expedite business by grouping non-controversial items together to be dealt with by one Commission motion without discussion. Any member of the Commission, staff, or the public may ask that any item on the consent calendar be removed and placed elsewhere on the agenda for full discussion. Such requests will be automatically respected.

If any item is not removed from the consent calendar, the action noted (receive & file or approval) is approved by a single Commission action adopting the consent calendar.

A. RECEIVE AND FILE

1. Bay County Resolution regarding Revision to Medicare Prescription Drug Bill of 2003
2. Northwest Regional Airport Commission Minutes of December 20, 2016
3. Department of Health and Human Services Board Minutes of December 23, 2016
4. Road Commission Monthly Report
5. Grand Traverse Conservation District Monthly Report

B. APPROVALS

1. 2017 Hauler Licenses - Removed from consent calendar.
2. Resolution 12-2017
Board of Commissioners
Board Rules – Update to Section 7.2
3. Resolution 13-2017
Finance
FY2017 Budget Amendments
4. January 2017 Claims – Removed from consent calendar.

ACTION ON THE CONSENT CALENDAR

After the County Clerk read the Consent Calendar for the record, the following items were removed:

Item #B1

Page 30

By Gore Follette

Item #B4

Page 40

By Wheelock

Moved by Mair, seconded by Clous to approve the Consent Calendar minus items #B1 and #B4. Motion carried.

ITEMS REMOVED FROM CONSENT CALENDAR**Item #B1 – 2017 Hauler Licenses**

Commissioner Gore Follette asked Chris Forsyth, Civil Counsel, the status of amending the Solid Waste Management Plan. Mr. Forsyth indicated that they were in contact with IRIS Waste Diversion Specialists and will be working with them to determine if the Plan amendment falls within their existing contract or if the County may need to amend the Agreement. IRIS has indicated a willingness to assist the County in the Solid Waste Amendment process.

Commissioner Gore Follette requested that Mr. Forsyth create a time line for the amendment process and bring it back to the board at a future meeting.

Resolution 14-2017
Resource Recovery
2017 Hauler Licenses

Moved by Wheelock, seconded by Johnson to approve Resolution 14-2017. Motion carried.

Item #B4 – January 2017 Claims Approval

Jody Lundquist, Finance Director, answered Commissioners' questions on the claims. She indicated that the reports are available in a PDF format for the Commissioners to review.

Resolution 15-2017
Finance
January 2017 Claims

Moved by Wheelock, seconded by Lathrop to approve Resolution 15-2017. Motion carried.

FEBRUARY 8, 2017 MINUTES

Bonnie Scheele, County Clerk, read the four options for Commission on Aging presented to the Commissioners at their February 8, 2017 study session.

Commissioners agreed that Option #2, Maintain Status Quo for now – with Internal Improvements, is the directive for staff as indicated by Board consensus.

Mrs. Scheele will correct the February 8, 2017 minutes and put the corrected version under Receive and File at the March 1, 2017 meeting for information only.

Moved by Gore Follette, seconded by Mair to approve the February 8, 2017 minutes with the above correction. Motion carried.

DEPARTMENT ACTION ITEMS

a. County Treasurer

1. Building Authority Refunding of Bonds (Pavilions)

Heidi Scheppe, County Treasurer, and John Axe, Bond Counsel, explained the refunding of bonds and a potential savings of \$270,000.00 to the Pavilion.

Resolution 16-2017
Resolution Authorizing Refunding of the
Grand Traverse County Building Authority
Building Authority Refunding Bonds,
Series 2007 and Approving the Undertaking to
Provide Continuing Disclosure

Moved by Wheelock, seconded by Mair to approve Resolution 16-2017.
Roll Call Vote: Yes 7

b. Emergency Management

1. Sign New Promulgation Document for the Grand Traverse County Emergency Operations Plan

Gregg Bird, Emergency Manager, explained the requirement for the Promulgation Document and answered Commissioners' questions.

Resolution 17-2017
Emergency Operations Plan
Promulgation Document

Moved by Gore Follette , seconded by Johnson to approve Resolution 17-2017.
Motion carried.

2. Approve and Sign Emergency Fueling Depot Mutual Aid Agreement with County Roads

Mr. Bird explained the Mutual Aid Agreement. Commissioners and Civil Counsel discussed the contract and Mr. Bird answered questions regarding the agreement.

Resolution 18-2017
Emergency Fueling Depot
Mutual Aid Agreement with
Grand Traverse County Road Commission

Moved by Wheelock, seconded by Johnson to approve Resolution 18-2017.
Motion carried.

c. Grand Traverse Sheriff's Office

1. Licensing and Regulatory Affairs (LARA) Grant Acceptance (Medical Marihuana Operations and Oversight Grant for Law Enforcement)

Randy Fewless, Sheriff's Office, explained the LARA grant and answered Commissioners' questions.

Resolution 19-2017
Sheriff's Office
Licensing and Regulatory Affairs (LARA)
Grant

Moved by Wheelock, seconded by Johnson to approve Resolution 19-2017.
Motion carried.

d. Finance

1. Budget to Actual Revenue and Expenditure Report

Jody Lundquist, Finance Director, explained the Budget to Actual Revenue and

Expenditure Report and answered Commissioners' questions.

OLD BUSINESS

a. Strategic Plan Document

Commissioners discussed the Strategic Priority document presented in the packet. Discussion centered on what they want done with the Human Resources Department.

Jen DeHaan, Deputy Administrator, indicated that staff plans on contacting all the departments and getting feedback from them on the proposed Strategic Plan. Once they get the feedback, she will report back to the board with a request for approval of the Strategic Plan.

Commissioner Gore Follette requested Jen DeHaan to provide to the Board, at the March 1, 2017 meeting, the specific initiatives and action items they are working on for the Strategic Plan.

NEW BUSINESS

a. Request to Rescind Resolution 127-2016 – Commission on Aging

Commissioners discussed the decision that was made last year to return Commission on Aging money to the taxpayers.

Moved by Gore Follette, seconded by Wheelock to rescind Resolution 127-2016.

Roll Call Vote: Yes 4, No 3

Nay: Johnson, Lathrop and Clous

b. Non Contract Employee Contribution for Defined Benefit Pension

Commissioners have a Special Study Session scheduled for March 29, 2017 to discuss the pension debt. They decided to wait until that date to discuss the issue of the non-contract employee contributions to the Defined Benefit Pension plan.

Commissioners directed staff to bring all options regarding the pension debt obligation and defined benefit pension contributions made by employees to the March 29, 2017 meeting. Commissioner Gore Follette requested that staff provide all documentation for that meeting at least 5 days before the meeting.

PUBLIC COMMENT

Bob Cooney, Prosecuting Attorney, indicated that currently only 9 employees are required to pay toward the Defined Benefit Pension plan. The other employees that are in bargaining units or work under the Circuit Court have not settled their agreements yet. He also stated that for years the County reduced the wages of the employees under the Defined Benefit Pension plan in order to pay for the retirement benefits.

c. Keystone Property – Offer to Purchase

Commissioners discussed the offer to purchase from Bob Drost. Jen DeHaan indicated that staff will be creating a Property Disposal Policy to bring to the March 1, 2017 meeting to help Commissioners and staff with procedures to follow for future sales.

Mike Street, Coldwell Banker, and Denny Ireland, Lakeside Properties, answered Commissioners' questions regarding the offer for purchase. Commissioners decided to collect more information on the Keystone property and the process to follow in disposing of County owned properties before making a decision to accept an offer to purchase from Mr. Drost.

PUBLIC COMMENT

None

DEPARTMENT REPORTS

a. Presentation – District Court

Carol Stocking, District Court Administrator, gave a presentation on the 86th District Court.

NOTICES AND COMMISSIONER REPORTS

- a. Study Session March 22, 2017 Attorney-Client Update Regarding Collective Bargaining
- b. Special Study Session on March 29, 2017 – Pension Debt discussion
- c. Ad Hoc Committee meeting on February 16, 2017 – County Administrator search process

Commissioners gave reports on ceremonies and events they attended.

ADDITIONAL REQUESTS FROM COMMISSIONERS TO STAFF

b. Copies of Exit Interview Documents – Request from Commissioner Gore Follette

Commissioner Gore Follette requested copies of Exit Interview documents. Jody Lundquist, Finance Director/Interim HR Director, indicated that she looked through the last six months and the Human Resource Department has no documents in former employee's files as to why they were leaving.

c. Major Staffing Changes in Departments – Request from Commissioner Gore Follette

Commissioner Gore Follette indicated that the prior board eliminated the Board's oversight in staffing changes. Ms. Gore Follette requested that the Board discuss at the March 15, 2017 meeting, the issue of having the Board have more input for any major staffing changes in the future.

CLOSED SESSION

None

Meeting adjourned at 7:55 p.m.

Bonnie Scheele, County Clerk

Carol Crawford, Chairwoman

APPROVED: _____
(Date) (Initials)

DRAFT

GRAND TRAVERSE COUNTY
BOARD OF COMMISSIONERS

Study Session
February 8, 2017

Chairwoman Crawford called the meeting to order at 5:30 p.m. at the Governmental Center.

OPENING CEREMONIES OR EXERCISES

The Pledge of Allegiance to the Flag of the United States of America was recited.

PRESENT: Addison Wheelock, Jr., Tom Mair, Dan Lathrop, Bob Johnson,
Cheryl Gore Follette, Ron Clous, and Carol Crawford

PUBLIC COMMENT

Bonnie Scheele, County Clerk, read a memo from **Leslie and Russ Knopp**, owners of Comfort Keepers, indicating that they were withdrawing their proposal for management services of the Commission on Aging.

The following people made comments regarding the Commission on Aging's staff and services.

Shirley Zerafa
Leslie Wray
Jill Case
Emily Rice
Nancy Ickes
Christine Gran
Geraldine Green
Rhonda Yanska
Jenny Grist
Lavern Broughton
Dustin Tortorici
Willard Kille
Joanne Tuck
Muriel Mikowski
Cindy Kott

COMMISSION ON AGING OVERVIEW AND DISCUSSION OF FINDINGS AND
RECOMMENDATIONS OF THE QUALITY ASSESSMENT PANEL AND COUNTY
ADMINISTRATION

Tom Menzel, County Administrator, gave a brief overview of what the Commissioners would be discussing.

Jen DeHaan, Deputy Administrator, gave a presentation on the Commission on Aging Department's services and duties, structure of the organization, and the findings and recommendations from the Quality Assessment Panel.

Commissioners asked staff questions regarding the assessment of the Commission on Aging and discussed the staffing concerns and possible solutions to correct the issues raised from the Quality Assessment Panel's report.

The Administration staff offered the following options for the Commission on Aging Department:

- Commissioners directed staff to proceed with Option #2, Maintain Status Quo for now – with Internal Improvements.

The following people gave comments regarding the Commission on Aging's staff and services.

Lavern Broughton spoke about Downtown Development Authority and taxes

Commissioner Gore Follette indicated that she will be making a motion at the February 15, 2017 meeting to rescind Resolution 127-2016, Commission on Aging Reduction in Millage in 2017.

Meeting adjourned at 8:10 p.m.

Carol Crawford, Chairwoman

11

S T A T E O F M I C H I G A N

BOARD OF COMMISSIONERS OF THE COUNTY OF ALLEGAN

**BOARD OF COMMISSIONERS—REVISE MEDICARE PRESCRIPTION DRUG
BILL OF 2003**

WHEREAS, health care costs continue to rise for all Americans and, for some Americans, this increase can be devastating; and

WHEREAS, Medicare is the focus of many lawmakers who portray it as an "entitlement" program that costs the Treasury too much money. Technically, the term "entitlement" is correct but it has an unfortunate connotation; and

WHEREAS, Medicare is an essential medical plan that millions of seniors and disabled individuals depend upon to stay alive. Medicare is not a gift, as the term "entitlement" suggests. Many of the beneficiaries have worked their entire adult life and paid into the system in order to receive this crucial medical plan; and

WHEREAS, due to spiraling costs largely associated with the price of prescription medications, our elected officials find themselves passing on increased costs to those who can least afford that increase, namely senior citizens and disabled individuals who are on Medicare's Part D Drug Program; and

WHEREAS, when congress enacted Medicare Prescription Drug Bill they enacted a law that does not allow Medicare to negotiate with pharmaceutical companies for drug price the way Medicaid and the Veterans Administration does; and

WHEREAS, one economist, Dean Baker, estimates that Medicare could have saved approximately \$332 billion dollars between 2006 and 2013 (approximately \$50 billion a year) had the Department of Health and Human Services been permitted to negotiate prices of drugs with the drug companies, as federal agencies do in other programs; and

WHEREAS, rising prescription drug costs have been the primary reason for the increase in health benefit costs; and

WHEREAS, the increasing cost of prescription drugs and outrageous profits made by pharmaceutical companies is a systemic problem that significantly affects our state and our nation. It deserves non-partisan effort; and

WHEREAS, we must prevent our elected officials from balancing the budget on the backs of those who can least afford it, the elderly and disabled. Increases in premiums

and drug costs are unacceptable ways to deal with a flawed Medicare Prescription Drug Bill; and

WHEREAS, we must preserve the Medicare program as it currently exists and to do so requires immediate action to cut unnecessary costs, particularly in the area of prescription drug coverage; and

WHEREAS, we must revise the Medicare Prescription Drug Bill of 2003 to allow negotiating lower drug prices and the importation of identical, cheaper, drugs from Canada and elsewhere; and

WHEREAS, we cannot allow the previously approved bill to stand as adopted at the risk of having the Medicare program be the cause of a staggeringly increasing deficit which will require tax increases or cuts to the rest of the government, nor can we allow the continuance of price increases to our citizens cause many to contemplate discontinuing medically necessary drugs in order to pay their bills, heat their houses and have food on the table.

THEREFORE BE IT RESOLVED that the Allegan County Board of Commissioners goes on record urging our legislators to immediately commence the process of revising the Medicare Prescription Drug Bill of 2003 to allow negotiating lower drug prices and the importation of identical, cheaper drugs from Canada and elsewhere; and

BE IT FURTHER RESOLVED that a copy of this resolution be forwarded to our area Federal and State Legislators, the National Association of Counties, the Michigan Association of Counties and the other Michigan Counties.

Moved by Commissioner Thiele, seconded by Commissioner Dugan to approve the resolution as presented. Motion carried by voice vote. Yeas: 6 votes. Excused: 1 vote.

ATTEST, A TRUE COPY



_____, Clerk-Register
APPROVED: February 9, 2017

cc: Admin. - Finance - Human Resources

GRAND TRAVERSE COMMUNITY COLLABORATIVE MEETING

Thursday, February 23, 2017 – 8:00 – 10:00 a.m.

MIWORKS! South Conference Room

1209 S. Garfield Ave., Traverse City

Notes

Present: Joe Bagby, DHHS; Carol Cenci, NMCAA; Chip Cieslinski, Catholic Human Services; Catalina Esparza, Northwest Michigan Health Services, Inc; Sara Fisher, NMCAA; Kelly Fitzpatrick, Women's Resource Center; Deb Haase, Father Fred Foundation; Betsy Hardy, Munson Community Health; Alyson Kass, Munson Community Health; Karl Kovacs, Northern Lakes CMH; Melodie Linebaugh, NMCAA; Mary Manner, Great Start Collaborative; Jim Moore, Gerry Morris, Project Unity for Life; Disability Network; Christi Nowak, Munson Community Health; Lady Palmer, NW Michigan Health Services, Inc; Natalie Rindlisbacher, Networks Northwest Prisoner Reentry; Tara Rybicki, Munson Community Health; Val Stone, NW Food Coalition & Salvation Army; Ashley Stradinger, Great Start Collaborative; Jenn Strange, Traverse Health Clinic; Wendy Trute, GT County Health Department; Sharon Vreeland, GTCC; Jenn Weber, GT Family Court; Kendra Wise, Habitat for Humanity

Welcome, Introductions, AND Agency Updates and Sharing:

- **NMCAA:** For the emergency heating season, deliverable Fuels are still available. Funds for natural gas are depleted at this time. Free tax preparation is underway.
- **Great Start Collaborative:** Local early childhood resource guide is now available in print, and will eventually be available electronically. Contact Mary Manner for copies.
- **Literacy Council:** formerly independent, now part of Networks Northwest and serving clients ages 18+ with a variety of literacy services
- **Traverse Health Clinic:** Dr. Gerstle is taking patients, as are the behavioral health staff
- **Northern Lakes CMH:** Recently sent a SurveyMonkey asking about behavioral health services in the area, and Mary Marois asked for personal contact regarding services to children and families
- **Salvation Army:** Temporarily unable to take applications for heating assistance at this time for any form.

Financial Update: Still about halfway towards our budgeted dues income. The Coordinator will send out a reminder to those who haven't contributed.

Northern MI Public Health Alliance & Community Health Needs Assessment – Christi Nowak, Munson Community Health Manager, and Wendy Trute, GT County Health Officer/Director

- **Northern Michigan Public Health Alliance:** 6 local health departments at the "tip of the Mitt," U of M School of Health, DHHS, Munson Healthcare, McClaren Northern Michigan, Medicaid Health Plans
 - State Innovation Model: better health, better care, lower costs
 - MI one of 14 states awarded federal funds
 - 6 Community Health Innovation Regions (CHIR) in Michigan, our 10-county area is the only rural one.
 - Goal is to develop community capacity to improve population health
 - Collective Impact approach
 - Integrate health systems and social services through community organizing
 - Priority Populations: frequent emergency department users (8+ times/year), and either maternal/child health or chronic diseases
 - Northern MI CHIR looking at the various existing sub-regional Community Health Needs Assessments (CHNAs) to evaluate, use common methods and tools.
 - Looking at multiple existing Community Health Improvement Plans (CHIPs).

- In 3 years, want to have: successfully tested community linkages, seamlessly integrated system of care, intentionally aligned data, successfully demonstrated outcomes, comprehensively developed CHIR, strategically planned sustainability, meaningfully accessed behavioral health services, and purposeful partnership with the justice system.
- Comprehensive Community Health Needs Assessment: should become a useful tool, including as a data source for local grant writing. Have spoken with major local funders to get their buy-in for using this data source as a basis for local initiatives and funding.
- Working on comprehensive asset mapping with help from Networks Northwest. Invitation to online survey sent earlier this week.
- **Community Health Needs Assessment:**
 - Assessment, prioritization and design of implementation plan from January 2015-November 2016
 - 120 indicators drawn from community conversations, community & healthcare provider surveys, and secondary data
 - Data resources publicly available on www.munsonhealthcare.org/chna
 - 26 health needs identified, 7 prioritized by CHNA steering committee, final committee chose to retain all 7 to be addressed:
 - Overweight/obesity
 - Diabetes
 - Substance/tobacco use
 - Mental Health and disorders
 - Access to Health Services
 - Maternal, Fetal, Infant health
 - Access to healthy food
 - Community Health Initiatives:
 - Shape Up North: fruit and vegetable prescription program is being expanded to 500 patients referred through more physician practices this summer.
 - Healthy Futures: families giving birth at Munson Hospitals are universally eligible. Provides supports in a variety of situations including breastfeeding support and connection to other services through post-partum home visits. Has been around for 20 years.

NMCAA Financial Management Services Program – Sara Fisher & Carol Cenci:

- **Homebuyer Education:** individual and group formats learn about preparing for eventual home ownership, including renting vs. buying, types of mortgages, importance of credit, closing on the loan, and avoiding foreclosure.
- **Individual Development Accounts:** savings matching program. Participants who can save at least \$20/month can have their savings matched with \$2-3 for every \$1 they save up to \$1,000. Matching level depends on purpose of savings (home purchase, education, or small business startup/expansion) Participants must agree to complete financial capability education.
- **Family Self-Sufficiency Program:** for families with Housing Choice Vouchers to help them achieve self-sufficiency. There is a possible savings component, and those successfully completing the program may be eligible for Key to Own and assistance with mortgage payments.
- **Free Tax Preparation:** for qualified low-income individuals and families. Can meet with a certified volunteer tax preparer, or on your own online (link on NMCAA website). In-person assistance is for families at 200% of poverty level, \$64,000 limit for www.myfreetaxes.com
- **Financial Capability Workshops:** Free and open to the public. 8 different topics. Can be taken in one day during “marathon” sessions.
- **Budget Counseling:** help preparing a budget, and pulling and reviewing a credit report to help clients set goals and work towards self-sufficiency.
- **Foreclosure Prevention:** free counseling open to anyone, can assist at any point from before a payment is missed through the point of a sheriff’s sale. Education about the foreclosure process,

applications for various programs, communication between clients and lenders, and other general support. Will cross-refer to Legal Services of Northwest Michigan for legal advice if needed.

- **Carol Cenci:** ccenci@nmcaa.net or 231-947-3780
- **Sara Fisher:** sfisher@nmcaa.net or 231-346-2130

NW MI Continuum of Care Homeless Youth Initiative Workgroup – Melodie Linebaugh and Homer Nye:

- \$1.3 million HUD youth homelessness demonstration project grant awarded
 - One of only 4 rural areas nationwide awarded one of the grants in a highly competitive process
 - Within 5-county area, partners will be able to apply for funds to develop ideas to develop a more effective homelessness response system particularly geared towards youth ages 18-24
- See provided packet for statistics about local youth homelessness and some personal stories.
- **HYI is seeking involvement and ideas! Request for Innovation:** see attachments. Submissions must be collaborative. They do not need to be fully developed, but do need to be new and innovative and provide a concept of services to be provided, how they can help end youth homelessness, and how they might be sustainable long-term.
 - **Due dates:**
 - April 12 to let coordinator Marjie Rich (marjierich15@gmail.com, 231-633-0596) know you intend to submit a proposal
 - April 28 – electronic submission of letter of interest
 - **Looking for people with commitment, passion for the subject, able to think outside of the box – or burn the box down, and ready to work hard.** If you know someone like this, refer them to Marjie, Melodie Linebaugh, Homer Nye, or Tina Allen. They will reach out to see if they want to be involved with the effort.
 - **It's not going to be one-plan-fits-all.** An assembly of several plans will be needed as part of the whole.
- **Preliminary plan due to HUD by July 13.**

Adjourned at 9:50 a.m.

2017 COLLABORATIVE MEETING DATES

All at Michigan Works! Conference room EXCEPT annual meeting

March 23

April 27

May 25

June 22

NO MEETING IN JULY

August 24

September 28

October 26 – ANNUAL BREAKFAST MEETING

November 30

NO MEETING IN DECEMBER



Action Request

Meeting Date:	3-1-17		
Department:	Administration/BOC	Submitted By:	
Contact E-Mail:	ccramer@grandtraverse.org	Contact Telephone:	922-4797
Agenda Item Title:	Reappointments to Construction Code Board of Appeals		
Estimated Time:		Laptop Presentation:	<input type="radio"/> Yes <input checked="" type="radio"/> No
	(in minutes)		

Summary of Request:

A request is being made for consideration to approve reappointments to the Construction Code Board of Appeals which was reestablished per Amendment to Ordinance #22, approved July 1, 2013. Three positions on the Construction Code Board of Appeals expired at the end of 2016.

This Board meets on an "as needed" basis when an appeal is received by the Construction Code Office. This happens more frequently during construction season. The vacancies occurring were those of Jon Buday, Mechanical Contractor, Richard Skendzel, Registered Architect, and David Lather, Registered Building Inspector/Plan Reviewer.

All three board members are interested in continuing their service on the board and meet the qualifications required. No additional applications were received for this board. Please reappointment 1) Jon Buday, Richard Skendzel, and David Lather to the Building Code Board of Appeals for the 4 year term, ending December 31, 2020.

Suggested Motion:

Approve reappointment of Jon Buday, Mechanical Contractor, Richard Skendzel, Registered Architect and David Lather, Registered Building Inspector/Plan Reviewer to the Building Code Board of Appeals for the four year term expiring December 31, 2020.

Financial Information:

Total Cost:		General Fund Cost:		Included in budget:	<input type="radio"/> Yes <input checked="" type="radio"/> No
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If not included in budget, recommended funding source:

This section for Finance Director, Human Resources Director, Civil Counsel, and Administration USE ONLY:			
Reviews:	Signature		Date
Finance Director			
Human Resources Director			
Civil Counsel			
Administration:	<input type="checkbox"/> Recommended	Date:	
<u>Miscellaneous:</u>			

Attachments:

Attachment Titles:

RESOLUTION

xx-2017

Reappointments to Construction Code Board of Appeals

WHEREAS, The Grand Traverse County Board of Commissioners met in regular session on March 1, 2017 and reviewed request to approve reappointments to the Construction Code Board of Appeals; and,

WHEREAS, Request was made for consideration to approve reappointments to the Construction Code Board of Appeals which was reestablished per Amendment to Ordinance #22, approved July 1, 2013, with three positions on the Construction Code Board of Appeals expiring at the end of 2016; and,

WHEREAS, This Board meets on an "as needed" basis when an appeal is received by the Construction Code Office which occurs more frequently during construction season; and,

WHEREAS, the vacancies occurring were those of Jon Buday, Mechanical Contractor, Richard Skendzel, Registered Architect, and David Lather, Registered Building Inspector/Plan Reviewer, and,

WHEREAS, All three board members are interested in continuing their service on the board, meet the qualifications required and no additional applications were received for consideration to serve on this board: and,

WHEREAS, Reappointment is requested for 1) Jon Buday, Richard Skendzel, and David Lather to the Building Code Board of Appeals for the 4 year term, ending December 31, 2020; and,

NOW, THEREFORE, BE IT RESOLVED THAT, The Board of Commissioners reappointment Jon Buday, Richard Skendzel, and David Lather to the Building Code Board of Appeals for the 4 year term, ending December 31, 2020.

APPROVED: March 1, 2017

MEMORANDUM

TO: TOM MENZEL, COUNTY ADMINISTRATOR
FROM: MATT NORDFJORD
SUBJECT: AFSCME – SUPERVISORY UNIT COLLECTIVE BARGAINING AGREEMENT (“CBA”)
DATE: FEBRUARY 24, 2017

The changes to the CBA negotiated with the AFSCME Supervisory unit are reflected in the attached redline draft. The CBA has been reviewed and executed by the Union.

During the course of negotiations the Union recognized the economic situation facing the County, along with County’s objectives related to its non-economic proposals. The County’s bargaining team appreciated the Union’s willingness to approve these changes.

In addition to various non-economic changes to improve County operations, the following is a summary of the key issues agreed to by the parties and ratified by the Union:

1. A contract term expiring December 31, 2017;
2. Union agreed to have the same health, optical and dental insurance as non-union employees;
3. Active employees grandfathered into the MERS Defined Benefit plan will be in the Bridge Plan with a 1.25% multiplier. The employees shall have a contribution of 6% of gross compensation. Overtime, personal time, vacation time, and holiday pay is excluded from FAC-3 (final average compensation). The FAC-3 shall be frozen. Further, the post retirement COLA (currently E-2) is eliminated;
4. Commission on Aging On-Call, with prior approval, a COA supervisor who is on call on a weekend or holiday, will be paid \$25.00 per day to be on call; and
5. Status quo salary schedule for 2017.

These changes are consistent with the bargaining parameters previously authorized by the Board.

GRAND TRAVERSE COUNTY BOARD OF COMMISSIONERS

**MOTION TO RATIFY THE TENTATIVE AGREEMENTS
WITH THE AFSCME SUPERVISORY UNIT AND AUTHORIZE THE BOARD
CHAIRPERSON TO SIGN THE SUCCESSOR COLLECTIVE BARGAINING AGREEMENT**

WHEREAS, during negotiations tentative agreements were reached by the Union and the Employer's bargaining team on December 19, 2016. Following mediation, the Union ratified the tentative agreements and notified the County on January 18, 2017; and,

WHEREAS, following the Union's ratification of the tentative agreements, the Union executed the successor Collective Bargaining Agreement incorporating those changes.

THEREFORE BE IT RESOLVED the Board hereby ratifies the tentative agreements reached by the Union and the Employer's bargaining team and authorizes the Chairperson to sign the attached Collective Bargaining Agreement, which has been reviewed and approved as to form by the County's labor counsel.

AGREEMENT BETWEEN

THE BOARD OF COMMISSIONERS OF
GRAND TRAVERSE COUNTY

AND

THE AMERICAN FEDERATION OF STATE, COUNTY,
AND MUNICIPAL EMPLOYEES

SUPERVISORY BARGAINING UNIT

| For January [18](#), 201[7](#), through December 31, ~~2016~~[2017](#)

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AGREEMENT

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

PREAMBLE

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

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

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

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

ARTICLE I RECOGNITION

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

All full time supervisory employees of Grand Traverse County excluding elected officials, department heads, court employees, Secretary to the Prosecuting

Attorney, Deputy Director of Human Resources, Deputy Director of Finance, Medical Care Facility Employees, and temporary employees as defined in the contract and other confidential employees as determined by the Michigan Employment Relations Commission.

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

- a) Regular Full-Time Employee a regular full-time employee is an employee who is working the official workweek on a regular schedule at a job classified by the Employer as permanent.

Section 1.3 Temporary Employees

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

Section 1.4 Deputies

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

ARTICLE II MANAGEMENT RIGHTS

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

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

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

Section 2.4 Reasonable Rules, Policies, Procedures Employees shall comply with all Work Rules as established by the Employer.

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

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

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

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

ARTICLE III UNION SECURITY

Section 3.1 Union Membership Membership in the Union is not compulsory. All employees have the right to join, not join, maintain or drop their membership in the Union as they see fit. The Union recognizes, however, that it is required under this Agreement to represent all employees included within the collective bargaining unit without regard to whether the employee is a member of the Union.

Section 3.2 Checkoff

- a) During the life of this Agreement, the Employer agrees to deduct Union membership dues from the pay of each employee who executes and files with the Employer a proper check off authorization form and who does not revoke the authorization.
- b) Dues will be authorized, levied and certified by the Secretary-Treasurer of the Union. Each employee hereby authorizes the Union and the Employer, without recourse, to rely upon and to honor certificates by the Secretary-Treasurer of the local Union, regarding the amounts to be deducted and the legality of the adopting action such amounts of the Union dues. The Employer agrees, during the period of this Agreement, to provide this checkoff service without charge to the Union.
- c) A properly executed copy of the written check off authorization form for each employee for whom dues are to be deducted hereunder shall be delivered to the Employer before any payroll deductions are made. Any written authorization which lacks the employee's signature will be returned to the Union by the Employer.
- d) Deduction for dues for any calendar month, shall be made from the first pay period of that month, provided the employee has sufficient net earnings to cover the dues. In the event an employee is absent from work during the first (1st) pay period, such deductions shall be made from the first pay period of the following

month together with the deduction for the current month. Deductions for any calendar month shall be remitted to the designated Secretary-Treasurer of the Local Union not later than the fifteenth (15th) day of each month.

- e) In cases where a deduction is made which duplicates a payment already made to the Union by an employee, refunds owed to employees will be made by the Union.
- f) The Union shall notify the Employer in writing of the proper amount of dues and any subsequent changes in such amounts.
- g) The Union agrees to defend, indemnify, and save the Employer harmless against any and all claims, suits or other forms of liability arising out of its deductions from an employee's pay of Union dues or the representation fee, or reliance on any list, notice, certification or authorization furnished under this Article. The Union assumes full responsibility for the disposition of the deductions so made once they have been sent to the Union.

Section 3.1 Union Security and Check Off

~~a) — Employees covered by this Agreement at the time it becomes effective and who are members of the Union at the time shall be required to continue membership in the Union for the duration of the Agreement, except that employees may revoke their membership in the Union and discontinue paying dues as set forth in subparagraph (c) below.~~

~~b) — Employees covered by the Agreement who are not members of the Union at the time it becomes effective, and employees hired, rehired, reinstated or transferred into the bargaining unit, after such date, may, commencing the thirtieth (30th) day following the beginning of their employment in the Unit, become and retain membership in the Union for the duration of this Agreement, except that employees may revoke their membership in the Union and discontinue paying dues as set forth in subparagraph (c) below.~~

~~c) — An employee covered by paragraphs 5(a) and (b) above may revoke his/her membership in the Union and discontinue paying dues upon written notice to the Union and Employer received after February 15, but no later than March 1 of each year. If such written notice of revocation is received by March 1, the employee's revocation will be effective on March 31 of that year. An employee who revokes his/her membership in the Union and stops paying dues will not be eligible for payroll deduction for a minimum of 12 months, until April 1 of the succeeding year.~~

~~d) — Payment by Check-off or Direct to the Union. Employees may tender initiation fees uniformly required of acquiring membership in the Union and monthly membership dues by signing the Authorization for Check-off of Due Form, or may pay the same directly to the Union. Any employee who does not have his/her dues deducted from his/her pay or who does not make payment thereof directly to the Union in a timely~~

manner, if required by paragraphs 5 (a), (b), and (c) above, shall be liable to the Union in a suit at law for the collection of said dues.

e) ~~Check-off Form.~~ During the life of this Agreement and in accordance with the terms of the form of Authorization of Check-off of Dues hereinafter set forth, and to the extent the laws of the State of Michigan permit, the Employer agrees to deduct Union membership dues levied in accordance with the Constitution and Bylaws of the Union from the pay of each employee who voluntarily executes or has executed an Authorization for Check-off of Dues form which is consistent with the terms of this Agreement and does not impose restrictions of free choice upon employees.

f) ~~Deductions.~~ Deductions shall be made only in accordance with the provisions of said Authorization for Check-off of Dues, together with the provisions of this Agreement and State law. The Employer shall have no responsibility for the collection of initiation fees, membership dues, special assessments, or any other deductions not in accordance with this provision.

g) ~~Delivery of Executed Authorization of Check-off Form.~~ A properly executed copy of such Authorization for Check-off of Dues form for each employee for whom the Union membership dues are to be voluntarily deducted hereunder shall be delivered to the Employer before any payroll deductions are made. Deductions shall be made thereafter only under Authorization of Check-off of Dues forms which have been properly executed and are in effect. Any Authorization for Check-off of Dues which is incomplete or in error will be returned to the Local #1325 Secretary-Treasurer by the Employer.

h) ~~When Deductions Begin.~~ The Union will provide to the Employer any additional Authorization of Check-off of Dues forms shall be effective at the time the application is tendered to the Employer and shall be deducted on the first payday of the next calendar month and on the first payday of each calendar month thereafter.

i) ~~Delivery of Additional Check-off Forms.~~ The Union will provide to the Employer any additional Authorization for Check-off of Dues forms under which the Union membership dues are to be deducted.

j) ~~Refunds.~~ In cases where a deduction is made that duplicates a payment that an employee already has made to the Union or where a deduction is not in conformity with the provisions of the Union Constitution or Bylaws refunds to the employee will be made by the Local #1325.

k) ~~Remittance of Dues to Financial Officer.~~ Deductions for any calendar month shall be remitted to such address designated to the designated financial officer of Michigan Council 25, AFSCME, AFL-CIO with an alphabetical list of names and addresses of all employees from whom deductions have been made no later than the fifth (5th) day of the month following the month in which they were deducted.

~~l) Termination of Check-off. The Employer shall additionally indicate the amount deducted and notify the financial officer of the Council of the names and addresses of employees, who, through a change in their employment status, are no longer subject to deductions, as well as any employees who have revoked their Union membership and for whom the Employer has ceased deductions.~~

~~m) Limit of Employer's Liability. The Employer shall not be liable to the Union by reason of the requirements of this Agreement for the remittance or payment of any sum other than that constituting actual deductions made from wages earned by employees who have voluntarily completed an Authorization of Deduction Form.~~

~~n) Indemnification. The Union agrees to indemnify and hold the Employer harmless against any and all claims, demands, suits, or other forms of liability, including, but not limited to, wages, damages, awards, fines, court costs, and attorney fees that arise out of or by reason of any action taken or not taken by the Employer pursuant to Article 1, Section 5 (Union Security and Check-off) of this Agreement for the purpose of complying with this Article.~~

ARTICLE IV REPRESENTATION

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

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

Section 4.3 Union Notification of Authorized Representatives The Union will furnish the Employer with the names of its authorized representatives and members of its committee who are employed within the unit and such changes as may occur from time to time in such personnel so that the Employer may at all times be advised as to the authority of the individual representatives of the Union, and the Employer shall not be required to recognize or deal with any other than those so designated.

Section 4.43 Pay During Negotiations The Employer agrees that up to two (2) employees from the bargaining unit shall be authorized to meet and confer with the Employer during contract negotiations. Such times shall be mutually agreed upon. Employees who are off duty at the time of the bargaining sessions shall receive no pay or compensation of any type. For those hours spent in negotiations when the employee is scheduled to work, those employees shall be compensated at the employee's regular straight time rate of pay.

~~The Union in contract negotiations may be represented by employees selected from within the bargaining unit. The Employer agrees to compensate a maximum of three (3)~~

~~employees at their regular rate of pay for time lost while meeting with Employer representatives.~~

ARTICLE V SPECIAL CONFERENCES

Section 5.1 Special Conferences Special conferences for important matters of mutual concern not being processed as a grievance under this Agreement will be arranged between the Employer, Steward and/or the Chapter Chairperson, and any outside parties requested to attend. Arrangements for such conferences shall be made in advance and shall be limited to the agenda presented when such arrangements are made. It is expressly understood that these special conferences shall not be for the purpose of conducting collective negotiations, nor to, in any way, modify, add to, or detract from the provisions of this Agreement unless by mutual agreement.

ARTICLE VI ~~GRIEVANCES~~ GRIEVANCE PROCEDURES

Section 6.1 Grievance Process The term "Grievance" as used in this Agreement is defined as an alleged violation of a specific term or condition of this Agreement. Any grievance filed shall refer to the specific provision(s) alleged to have been violated and it shall adequately set forth the facts pertaining to the alleged violation and the remedy desired. All grievances shall be commenced within five (5) working days after the grievance has become known, or should reasonably have been known by the employee. Any grievance not conforming to these provisions shall be automatically defined as not constituting a valid grievance. If the Employer requests that the aggrieved employee be present at any step or steps of the grievance procedure to participate in the discussion, he/she will be required to do so. The Grievant shall have the right to be present at arbitration.

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

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

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

Step II: The employee and/or his/her Chapter Chairperson or Steward shall within five (5) working days after the discussion with the Department Head or his/her designated representative, reduce the matter to written form stating all facts in detail and submit same to the Department head or his/her designated representative. The Department Head or his/her designated representative shall within five (5) working days of receipt of the grievance record his/her disposition on all copies of the grievance form and return two (2) copies to the Chapter Chairperson. If the matter is not satisfactorily settled or adjusted in this stage, the Chapter Chairperson shall then process the grievance to the next step.

Step III: Failing to resolve the issue in the second step, the Union shall within five (5) working days of the Department Head or his/her representative's disposition contact the Human Resources Director or his/her designated representative to arrange a meeting between the Union and the Employer to discuss said grievance. This meeting shall be scheduled at a mutually agreeable time, which time shall not exceed, however, ten (10) working days from the time the Union contacts the Employer unless a longer time is mutually agreed upon. If the parties in this step are unable to resolve the grievance, the matter may be submitted to arbitration as hereinafter provided for in this Agreement.

Step IV: Arbitration.

- (a) If the answer at Step III is unsatisfactory to the grievant, the grievant's Union representative may process the grievance to arbitration.
- (b) At the request of either party, by mutual agreement, any grievance which is not resolved at Step III may be submitted to the Michigan Employment Relations Commission for non-binding mediation. However, the time limits under the grievance procedure shall not be extended without mutual written consent while such mediation is pending.
- (c) Arbitration proceedings will be accomplished by the Union requesting a list of prospective Arbitrators, which will be forwarded by MERC to each of the parties to this Agreement. Once the selection of the Arbitrator has been accomplished through the procedure set out below for such selection, the parties shall then mutually agree to a hearing date and location in Grand Traverse County for the purpose of presenting testimony and evidence in support of their respective positions. The arbitrator shall then render his or her decision and award according to the following:

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

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

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

Section 6.2 Final and Binding Any and all grievances resolved at any step of the grievance procedure as contained in this Agreement shall be final and binding on the Employer, the Union, and any and all unit employees involved in the particular grievance. Except as noted above regarding an appeal of an arbitration award.

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

responded to by the Employer within the prescribed time limits or such extension which may be agreed to, shall be automatically settled in favor of the non-defaulting party.

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

Section 6.5 Notification of Disciplinary Suspension or Discharge When an employee is given a disciplinary suspension or discharge the Union and the employee will be promptly notified in writing of the action taken. Grievances regarding discharge shall commence at ~~step two (2)~~[Step III](#) of the grievance procedure, provided the grievance is submitted within five (5) working days from the date discipline was imposed on the grieving employee.

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

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

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

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

Section 6.10 Election of Remedies [When remedies are available for any complaint and/or grievance of an employee through any administrative or statutory scheme or procedure, in addition to the grievance procedure provided under this Agreement, and the employee elects to utilize the statutory or administrative remedy, the Union and the affected employee shall not process the complaint through the grievance procedure provided for in this Agreement. If an employee elects to use the grievance procedure provided for in this Agreement and, subsequently, elects to utilize the statutory or administrative remedies, then the grievance shall be deemed to have been withdrawn](#)

and the grievance procedure provided for hereunder shall not be applicable and any relief granted shall be forfeited. This provision shall not be interpreted to prohibit an employee from availing themselves of remedies provided under the Michigan Worker's Compensation Act or bringing a charge with the Equal Employment Opportunity Commission while pursuing a grievance. ~~When remedies are available for any complaint and/or grievance of an employee through any administrative or statutory remedy or procedure, such as, but not limited to, a veteran's preference hearing, civil rights hearing, or Department of Labor hearing, 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 any Grievance Procedure provided for in this contract. If an employee elects to use the Grievance Procedure provided for in this contract and, subsequently, elects to utilize the statutory or administrative remedies, then the grievance shall be held in abeyance pending disposition of said administrative or statutory remedy unless mutually agreed otherwise by the parties.~~

ARTICLE VII ARBITRATION

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

~~After receipt of the desire to arbitrate, an Arbitrator will be selected from a panel of Arbitrators to be agreed upon in a Letter of Agreement, dated simultaneously with this Agreement and attached hereto as Appendix A. The initial rotation order of the panel will be determined by lot. Thereafter, Arbitrators will be selected according to that rotation order. The written grievance shall then be arbitrated by the Arbitrator in accordance with the Voluntary Labor Arbitration Rules of the American Arbitration Association. Either party may remove an Arbitrator's name from the list with a written notice to the other party at least ten (10) calendar days prior to the date of removal; however, only one (1) Arbitrator may be removed by each party during any calendar year. Cases which have been assigned to an Arbitrator who is subsequently removed from the list shall be heard as previously assigned. If an Arbitrator is no longer available or is removed from the list of Arbitrators, the parties will select a new Arbitrator by mutual agreement to be added to the list.~~

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

Section 7.3 Arbitrator's Power ~~The arbitrator shall have no power or authority to alter, amend, add to or subtract from or modify any of the terms of this Agreement, or make any recommendation with respect thereto.~~

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

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

Section 7.6 Arbitrator Time Limit ~~It shall be the obligation of the arbitrator to the Employer and to the Union to make his/her best effort to rule on cases heard by him/her within sixty (60) days after the hearing.~~

~~Priority shall be given to deciding discharge cases and the arbitrator shall make his/her best efforts to decide these cases within fourteen (14) days of the hearing.~~

Section 7.7 Arbitrator's Decision ~~An arbitrator's decision shall be final and binding on the Union, on all bargaining unit employees and on the Employer, and there shall be no appeal except in the very limited circumstances provided by law.~~

ARTICLE VIII DISCIPLINE AND DISCHARGE

Section 78.1 Just Cause The Employer shall not discharge, demote, suspend, or otherwise discipline any non-probationary employee except for just cause.

~~The Employer shall not discipline any employee except for just cause. The discipline must be by proper written notice to the employee citing specific charges against such employee. In the case of suspension or discharge, the Chairperson or Steward will be notified promptly upon such discipline being given.~~

Section 8.2 Right to Review of Suspension/ Discharge before Leaving Property

~~The suspended or discharged employee will be permitted to review his/her suspension or discharge with his/her Chapter Chairperson or Steward on or outside the Employer's premises upon such suspension or discharge. Upon request, the Employer or his/her designated representative may discuss the suspension or discharge with the employee and the Chapter Chairperson and/or the Steward.~~

Section 78.23 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.

~~**One Year Offense-Free Record** For employees who maintain an offense-free record for a period of one (1) year for minor offenses and two (2) years for major offenses, such prior offenses shall not be used for purposes of subsequent disciplinary action; however, the employer reserves the right to utilize the information for other legitimate reasons and in cases of a chronic history or major infraction.~~

Section 78.34 Discipline Precedent Any disciplinary action taken against an employee for violation of any rule, regulation or policy of the Department which is accepted by the employee shall not set a precedent for future settlements.

ARTICLE ~~IX~~**VIII** LAYOFF AND RECALL

Section 89.1 Layoff

- a) The word "layoff" means a reduction in the work force ~~due to the decrease of work or limitation in funds.~~ Layoff of employees shall be by classification within the bargaining unit ~~departmental~~ based upon the seniority of the affected classification, and the following order shall be followed, provided that the employees who ~~remain are qualified and capable~~ have the current ability, skill and qualifications as determined by the Employer of performing the work available:
- 1) Temporary employees.
 - 2) Irregular Part-time employees.
 - 3) Probationary employees.
 - 4) Regular Full-Time employees.
- b) The employee with the least seniority in the affected classification within that department shall be laid off first.
- c) Upon being laid off from their department, an employee who so requests shall, in lieu of layoff, be permitted to take a position in an equal or lower paygrade in ~~another department~~ the bargaining unit; provided the following:
1. They have more seniority than the employee they are to replace and have the current ability, skill and qualifications as determined by the Employer.
 2. They meet the ~~minimum~~ qualifications of the position as listed on the existing job description.
 - ~~3. They are able to perform the required duties of the position.~~
- d) Employees shall have five (5) working days to notify the Employer, in writing, that they desire to bump to another classification. It is the employees' responsibility to confirm that they meet the minimum qualifications for the position ~~prior to the deadline~~. Employees not following the above defined process will not be eligible for bumping rights after the five (5) working day period and will be laid off.

- e) The Employer shall give the employee every reasonable assistance to enable them to perform the new job. Employees who change classification in lieu of layoff shall be paid the salary of the new classification and step in accordance with their years of service. When an employee bumps, he/she must accept all hours of the position being bumped into.
- f) Employees to be laid off for an indefinite period of time will have at least ten (10) working days' notice of layoff. The Chapter Chairperson shall be provided with a list from the Employer of the employees being laid off on the same date the notices are issued to the employees.

Section 89.2 Temporary Reduction in Workforce In the event of a temporary reduction of the work force which shall not exceed four (4) weeks, at any one time, it may be mutually agreed that the work week may be reduced to not less than thirty-two (32) hours per week before any employees are laid off.

Section 89.3 Requirements for taking a Recall A laid off seniority employee, if recalled to a job within one pay grade to the job from which the employee was laid off, shall be required to take the recall, provided said employee has the qualifications and ability to perform the job. Failure to take such offered work shall result in a loss of seniority and discharge.

Section 89.4 Recall from Layoff Status

- a) The order of recalling of laid off employees shall be in the inverse order in which the employees were laid off.
- b) Notices of recall shall be sent by certified or registered mail to the employee's last known address as shown on the Employer's records, and it shall be the obligation of the employee to provide the Employer with a current address and telephone number or additional information to guarantee receipt of notice of recall. A recalled employee shall give written notice of their intent to return to work within five (5) consecutive calendar days of the Employer's mailing of notification of recall and shall then return within ten (10) work days of the Employer's mailing of such notification of recall or their employment shall be terminated, unless an extension is granted by the Employer.
- c) In the event a recall is necessary on less than five (5) calendar days' notice, the Employer may call upon the laid off employee(s), by telephone, until an employee who is able to return to work immediately is located. In such case, the employee able to return to work immediately will be given a temporary assignment not to exceed ten (10) calendar days, and the employee passed over (because of their inability to return to work immediately) will be given notice to report for work at the end of the said- ten (10) calendar day period.

- d) Employees who are laid off will remain on the recall list for a period of one (1) year. If an employee is still on the recall list after a period of one (1) year, the employee shall lose all seniority and will be discharged.

Section 89.5 Payout of Sick Leave in Case of Layoff Employees who qualify
Employees will be paid 50% of their unused sick days when placed on layoff status or at the end of one (1) year of layoff, at the option of the employee. The employee has fourteen (14) calendar days after receiving the notification of layoff to advise the Employer of such preference.

ARTICLE IX LEAVE OF ABSENCE

Section 910.1 General Considerations The Employer may exercise any of its rights under the Family and Medical Leave Act. Current leave time allowed under this Article shall not be reduced but is subject to the Employer's rights under the Family and Medical Leave Act as noted above.

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

- a) The employee must submit a written request for leave stating the reason for such leave, the exact date on which the leave begins and the exact date on which the employee is to return to work.
- b) Authorization or denial for a leave of absence request shall be furnished to the employee by the Employer, and it shall be in writing.
- c) An employee on an approved unpaid leave of absence will retain his/her or her seniority. However, the seniority of an employee will not accumulate while the employee is on an approved unpaid leave of absence of one (1) month or more.
- d) No employee shall return to work prior to the expiration of their leave unless otherwise agreed to by the Employer. Failure to return to work on the agreed date or extension thereof shall be cause for termination. Extension beyond the return date designated may be granted after thorough investigation and upon a finding that extension of time is necessary and just.
- e) If an employee obtains a leave of absence for a reason other than stated at the time the request is made, the employee will be terminated from his/her job. Employees shall not accept employment elsewhere while on leave of absence

unless agreed to by the Employer. Acceptance of employment or working for another employer, if not approved, while on a leave of absence shall result in ~~immediate~~ discharge.

- f) Time absent on leave shall not be counted as time at work for any purpose except as hereinafter provided to the contrary.
- g) Leaves that qualify under the Family Medical Leave Act require the employee to use all paid leave available to them before going on unpaid leave.

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

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

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

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

Section 9.3 Return from Leaves of Absence

a) Health Related:

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

b) Non-Health Related Leaves of Absence:

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

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

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

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

Section 9.5 Union Business Leaves Leaves of absence without pay may be granted, under normal conditions, to an employee elected by the Union to attend educational classes or conventions conducted by the Union. The number will not exceed two (2) employees at any one time, and the number of working days will not exceed six (6) in any one (1) calendar year.

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

Section 9.7 Parental Leave Employees may request to take up to a six (6) month leave of absence without pay due to pregnancy, birth or adoption of a child.

Accumulated vacation and personal time must be used prior to using unpaid time. Such leave of absence shall not affect continuous service and shall run concurrent with a Family and Medical Leave. Fringe benefits shall not continue or accrue during this time.

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

Section 9.9 Bereavement Leave

- a) When death occurs in an employee's family (spouse, children, parent, brother, sister, grandparent, grandchildren, current step child, current mother-in-law or current father-in-law) the employee, upon request, shall be excused for up to three (3) normally scheduled working days following the date of death. Time off will also be granted for the death of current sister-in-law, current brother-in-law, current grandparent-in-law, step-mother, step-father, step-sister, step-brother, or a member of the employee's immediate household, with time off charged against any accumulated leave time. For out-of-state funerals, employees shall be permitted to take up to two (2) additional days leave of absence without pay or, at the option of the employee, to use accumulated leave time.
- b) An employee excused from work under this Section shall, after making written application, receive the amount of wages, exclusive of any other premiums, that they would have earned by working during straight time hours on such scheduled days of work for which they were excused.

Section 9.10 Personal Leave Each regular full time employee and regular part time employee (on a pro-rated basis) shall be granted eight (8) days 64 hours for 8 hour work day) of personal leave each year at the beginning of the pay period that covers the first pay date in December. New hires shall receive an initial pro-rated amount of leave upon completion of their probationary period. Employees who are still on probation as of December 1st shall not receive leave for the prior year, however shall receive the full eight (8) days (60 hours) for the new year upon completion of their probationary period.

This leave may be used at the employee's discretion for sick or personal reasons. 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 9.11 Sick Leave Those employees who have a sick bank may use same in the following instances:

- a) For absences due to illness (including illness in the immediate family - spouse, children, parents, or guardian - if the employee is the only person available to render such care) after the eight (8) personal days have been exhausted.
- b) For the first seven (7) calendar days when an employee qualifies for the short term disability insurance.
- c) When an employee qualifies for the short term disability insurance, but chooses to use his/her frozen sick bank first in order to receive full pay.

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

~~**Section 10.2 Medical Leave** Leaves requested due to illness or medical disability (including maternity) must be accompanied by a physician's certificate that the employee is unable to work and the reason therefore; such medical leave will not be unjustly denied. Employees returning to work must present a physician's statement indicating the employee's date of return and 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.~~

UNPAID LEAVES OF ABSENCE

~~**Section 10.3 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, or Air Corps Reserve are called to reserve or active duty; after presenting the Employer with valid military documentation, they shall be entitled to a leave of absence in addition to their annual vacation leave from their respective duties~~

~~without loss of pay during such time as they are engaged in reserve or active duty for defense training. Such leave time shall not exceed two (2) calendar weeks. Employees called to such duty shall be paid the difference between any military pay received and their regular wages for the time spent on such duty.~~

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

~~**Section 10.4 Union Business** Leaves of absence without pay may be granted, under normal conditions, to an employee elected by the Union to attend educational classes or conventions conducted by the Union. The number will not exceed two (2) employees at any one time, and the number of working days will not exceed six (6) in any one (1) calendar year.~~

~~**Section 10.5 Educational Leave** Any employee wishing to further his/her education in his/her career with the County may be granted educational leave for a maximum of one (1) year without pay. The employee who is granted an educational leave must return to previous classification according to seniority. This leave may be extended by mutual agreement.~~

~~**Section 10.6 Parental Leave** An employee may request in writing a parental leave up to six months to begin at birth or date of adoption. Accumulated vacation or unpaid leave may be used for this purpose, however paid leave must be used prior to utilizing unpaid leave. Upon returning to work, the employee shall have the right to displace any employee with less seniority in the same classification in the department in which he/she worked at the time the leave of absence was granted. An employee who fails to return to work at the termination of his/her parental leave shall be terminated.~~

PAID LEAVES OF ABSENCE

~~**Section 10.7 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, **provided they turn over the jury check (less mileage) to the County Treasurer. Seniority will continue to accrue to** the employee while on jury duty.~~

Section 10.8 Bereavement Leave

~~A. When death occurs in an employee's family (spouse, children, parent, brother, sister, grandparent, grandchildren, current mother-in-law current father-in-law or current step-children) the employee, upon request, shall be excused for any of the first three (3) normally scheduled working days immediately following the date of death, provided he/she attends the funeral/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 mother, step father, step sister, step brother or a member of the employee's immediate household, with time off charged against any accumulated leave time. For out of state funerals, employees shall~~

~~be permitted to take up to two (2) additional days leave of absence without pay or, at the option of the employee, to use accumulated leave time.~~

- B. ~~An employee excused from work under this Section shall, after making written application, receive the amount of wages, exclusive of any other premiums, that they would have earned by working during straight time hours on such scheduled days of work for which they were excused. Time thus paid will not be counted as hours worked for purposes of overtime.~~

Section 10.9 Personal Leave ~~Each regular full time employee shall be granted eight (8) days of personal leave each year in the first pay period which is paid in December. New hires shall receive an initial pro-rated amount of leave upon completion of six months of continuous employment with Grand Traverse County. Employees who have not completed six months of continuous employment as of December first shall not receive leave for the prior year, however shall receive the full eight (8) days for the new year upon completion of six months of employment.~~

~~This leave may be used at the employee's discretion for sick or personal reasons. Twenty-four hours notice and prior approval by the supervisor is required for general absences, and at least one hour's notice prior to the beginning of the shift is required for illness, unless the employee can show in writing why prior notification was impossible. Time must be used in 1/2 hour increments.~~

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

~~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 wage in a separate check on the first pay date in December.~~

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

- a. ~~For absences due to illness (including illness in the immediate family – spouse, children, parents, or guardian – if the employee is the only person available to render such care) after the eight personal days have been exhausted.~~
- b. ~~For any regularly scheduled hours during the first seven (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 their frozen sick bank first in order to receive full pay.~~

~~Upon retirement (as defined in Section 16.4) or death of the employee, the County shall pay to the employee or the employee's spouse, designated beneficiary, or the~~

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

ARTICLE XI SENIORITY

Section 1011.1 Seniority Definition Seniority shall be defined as the length of the employee's continuous service with the Employer commencing from the last date of hire, regardless of whether or not he/she has been under AFSCME during that time. Unpaid leaves of absence (excluding FMLA and STD approved time off) and layoffs of thirty (30) days or longer shall stop accumulating seniority on day 31. Employees who are employed on the same date shall be placed on the seniority list by ~~draw~~ date and time of application.

a) All regular full and regular part-time employees shall be considered a probationary employee for the first 1040 hours of actual work, excluding overtime hours worked. The probationary period may be extended for an additional 400 hours of work at the discretion of the employee's supervisor and with the approval of HR. If such an extension is deemed necessary a written notice will be sent to the Union at any time prior to the expiration of the original probationary period.

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

b) The Union shall represent probationary employees for the purpose of collective bargaining; however, probationary employees are "at-will" and may be disciplined or terminated at any time by the Employer in its sole discretion. ~~and n~~ Neither the probationary employee so disciplined or terminated nor the Union shall have recourse ~~to the~~ through the grievance procedure.

c) During the probationary period an employee shall be eligible for employee benefits unless expressly provided otherwise in this Agreement. After an employee has successfully completed ~~his/her~~ the probationary period of employment, he/she shall become a regular full-time employee. His/her seniority shall start as hereinbefore provided.

d) All employees that are promoted into AFSCME will be required to serve a six (6) month probationary period, regardless of length of service with the Employer.

e) All employees that transfer ~~accrete~~ into AFSCME will not be required to serve a six (6) month probationary period provided they have already served a six (6) month probationary period with the Employer in their current classification.

Section 1011.2 Seniority List The Seniority List on the date of this Agreement shall show the names and classifications of all employees in the bargaining unit. The employer will keep the seniority list up-to-date from time to time and will furnish the Union an up-to-date list upon request.

Section 101.3 Seniority for Chapter Chairperson, Steward Seniority with reference to the Chapter Chairperson and Steward shall be in accordance with Section 4.2.

Section 10.411.4 Loss of Seniority An employee's seniority and employment with the Employer shall terminate for the following reasons:

- a) The employee quits or retires.
- b) The employee is discharged or terminated and the action is not reversed through the grievance procedure.
- c) ~~The employee is absent for four (4) working days without properly notifying the Employer. Supplying a satisfactory reason for such absence will be justification for reinstatement of full seniority. This section is not to be construed in limiting the right to issue discipline for any unjustified absence.~~ The employee is absent for three (3) working days without properly notifying the Employer. Supplying a satisfactory reason for such absence will be justification for reinstatement of full seniority. This section is not to be construed as limiting the right to issue discipline for any unjustified absence. Exceptions may be made due to circumstances beyond the control of the employee.
- d) The employee fails to return to work when recalled or on the specified date at the termination of any leave of absence, unless otherwise excused.
- e) The employee is on a layoff, or a leave of any kind, for more than twelve (12) months (except for Workers' Compensation leave which cannot exceed twenty-four (24) months) or unless otherwise required by statute or an extension is mutually agreed upon.
- f) He/she is convicted or pleads guilty or nolo contendere to a felony.
- g) If he/she makes an intentionally false statement on his/her employment application or other Employer document.
- h) If he/she has been on leave of absence including sick leave, for a period of one (1) year or a period equal to the length of his/her seniority at the time such sick leave commenced, whichever is less. (Excluding FMLA job protected leave)

Section 10.5 Separation from Employment Employees resigning from County employment shall submit said resignation in writing to their department head, with a

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

ARTICLE XII LONGEVITY COMPENSATION

Section 112.1 Longevity Pay

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

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

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

- b) At the end of employment with the County, any longevity bonus amounts owed under either plan will be prorated over the number of pay periods or portion of pay periods worked until the last record day of employment.
- c) Leaves of absence for periods in excess of (30) days shall be deducted from an employee's seniority (service date) for purposes of determining longevity bonus.

~~D. Plan A: County Employees who come into the unit and who previously made the irrevocable selection of Longevity Plan A shall be grandfathered in Plan A.~~

ARTICLE XIII HOURS OF WORK, PREMIUM PAY, SHIFT PREFERENCE

Section 123.1 Work Schedule Bargaining Unit employees fit the definition for being exempt from the Fair Labor Standards Act and thus are salaried positions. Salaries and benefits are based on a 40 hour work week. The Employer shall endeavor to allow bargaining unit employees reasonable use of paid work time to conduct personal business affairs, with the approval of the Employer.

Section 123.2 Lunch Break Employees shall be granted a minimum one-half (1/2) to a maximum one (1) hour non-paid lunch period exclusive of the eight (8) working hours. The normal lunch period will be one (1) hour unless modified by mutual written agreement between the employee and their Supervisor.

Section 123.3 Breaks Employees are allowed two (2) fifteen (15) minute work breaks, one (1) in the first part of the shift and one (1) in the second part of the shift, per day, which are to be taken at a time to allow for the continuous and effective operation of the department.

Section 123.4 Severe Weather ~~Employees are expected to report for duty on severe weather days. However, if the County Board of Commissioners closes the county buildings, employees will not be charged for lost time. In the event the Employer determines that any of the County Offices will not open due to weather or safety conditions, the Employer shall endeavor to give notice of the closure to the media on or before 6:30 a.m. Under such circumstances, employees may use any accumulated vacation, personal or unpaid time. If unpaid time is used it will not be counted towards disciplinary action.~~

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

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

Section 123.5 Pay Dates Exempt employees receive a pro-rated portion of their annual salary on every other Friday during the calendar year. There are usually 26 pay dates, but occasionally there are 27 pay dates. Each employee shall be provided with an itemized statement of his/her earnings and of all deductions made for any purpose. Mid-year step increases (if any) will go into effect on the pay date following the anniversary date, and are not pro-rated on the actual date. If an employee leaves salaried employment mid-year, the final paycheck shall be adjusted for the difference between the prorated salary based on the final day at work and the amount already paid during the current calendar year. New employees will have their salary for the initial year prorated based on their hire date, with the first check adjusted so that the remaining checks will be the normal 1/26 of annual salary. Although paychecks are not based on a defined pay period, the employee's name appears on the department's bi-weekly payroll entry for the purpose of reporting exceptions to the salary and the use of leave banks.

ARTICLE XIII HOLIDAY PAY

Section 134.1 Paid Holidays The following shall be considered as holidays for the purpose of this Agreement:

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

Section 134.2 Eligibility for Holiday Pay To be eligible for holiday pay, an employee must:

- a) Be a regular full-time employee on the date the holiday occurs.
- b) Worked in full, when scheduled, the Employer's regularly scheduled straight time work day prior to and the Employer's regularly scheduled straight time work day subsequent to the holiday, unless on authorized and approved paid leave, excluding short term disability or workers' compensation.

Section 134.3 Holidays During Leave Holidays occurring during the vacation period, bereavement leave or sick leave, are compensable and shall not be charged against the employee's accumulated time.

Section 134.4 Holiday Pay

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

Section 134.5 Pay for Holidays Falling on Regular Day Off Employees covered by this Agreement who do not work on the holidays hereinbefore designated, and who meet the eligibility requirements hereinbefore set forth, shall be compensated for such holiday prorated on an equal hourly basis as compared to their regular assigned hours at the straight time hourly rate, excluding premiums, of the particular employee.

Section 134.6 Scheduled to Work Holiday When an employee is scheduled to or agrees to work on one of the hereinbefore designated holidays or the day observed in lieu thereof, if any, and does not work as agreed, he/she shall not receive the pay for such holiday, unless otherwise excused by the Employer.

Section 134.7 Floating Holiday Two (2) floating holidays shall be credited to the employee in the first pay period of the calendar year. Employees who are hired on or after October 1st shall not be granted the floating holidays. Such holidays shall not accrue from year to year or be paid out for any reason.

ARTICLE XIV VACATION

Section 145.1 Vacation Pay Employees working under this Agreement shall receive paid vacations in accordance with the schedule hereinafter stated and provided they are eligible:

- a) An employee shall be entitled to receive vacation pay as hereinafter set forth. Paid sick or personal leave, holidays, or other paid leave shall be considered hours worked for the purposes of this article.
- b) An employee's vacation eligibility year shall be defined as the twelve (12) month period immediately preceding the employee's service date and such vacation shall be accrued on a biweekly basis in accordance with the following schedule, but shall not be available for use until after six (6) months of service:

c) Vacation Schedule:

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

Section 145.2 Vacation Scheduling All vacations shall be scheduled by the Employer with consideration for the seniority and desires of the employee concerned, consistent with efficient operations. The Employer shall have no obligation to permit an employee to tie a vacation to other leaves.

Section 145.3 Vacation Carryover Accrued and unused vacation days shall be carried forward to the next subsequent vacation eligibility year with a maximum limitation on carry-over of twenty-five (25) days on the employee's service date. Any hours beyond the maximum carryover, even when approved for extension by the department head or County Administrator, shall not be included in the employee's payout calculation upon termination for any reason.

ARTICLE XVI INSURANCE AND RETIREMENT/PENSION

Section 156.1 Health Coverage ~~During the term of this Agreement the Employer agrees to provide health coverage for all regular full time employees, including those on paid leave, and their families, as detailed in Appendix C. All employees covered under the health insurance will be required to contribute 6% of the premium share of the base plan. The \$250/\$500 deductible plan, as detailed in Appendix C, will remain as the County's base plan. If the employee chooses any optional plan, the increased premium cost associated with that plan, in addition to the 6% premium share, will be the responsibility of the employee. Regular part time employees who elect to do so may be covered, with the County covering the pro-rated amount based on the number of hours the employee is regularly scheduled to work, and the employee reimbursing the County through payroll deduction for the remainder. The Employer's obligation to pay the premium is subject to all of the other provisions of this Article concerning employee payments, co-payments and contributions. Coverage becomes effective the first of the month following thirty (30) calendar days of employment.~~

~~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.~~

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

~~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.~~

~~The benefits provided under the health insurance in effect under Appendix B shall be secondary to any personal protection or personal injury benefits carried by an employee through an insurer under a motor vehicle policy described in Section 500.3101(1) of the Michigan Compiled Laws.~~

Payment in Lieu of Health Care Coverage

~~For employees who otherwise are entitled to health insurance coverage under this section, the employee shall have the option of receiving an annual payment in lieu of such coverage in the amount of two thousand (\$2,000.00) dollars on a pro-rated basis based on FTE and based on months of service, subject to the Employer's policy, carrier regulations, and applicable law. Employees who are insured under a Grand Traverse County health insurance plan provided to their spouse are not eligible for this payment.~~

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

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

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

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

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

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

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

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

The amount of such monthly 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.

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

Section 156.2 Optical and Dental Insurance ~~The County will provide to regular employees optical and dental insurance coverage substantially equivalent to the Dental and Vision Plans as detailed in Appendix D and E. 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.~~

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

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

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

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

Section 156.4 Unemployment The Employer agrees to be compliant with all unemployment laws. ~~provide, through the services of the Michigan Employment Security Commission, unemployment insurance coverage for all employees under this agreement.~~

Section 156.5 Retirement/Pension

- a) Retiree Health Insurance. For all employees hired on or after January 1, 2017, the Employer will not provide retiree health insurance.
- b) Defined Contribution Plan. ~~As a condition of employment, each employee shall agree to participate in the Michigan Employees Retirement System.~~ The Employer shall contribute 3% of wages under the Defined Contribution Plan for eligible employees. Employees may choose to make a one time irrevocable decision to contribute 3% of their wages to the plan, and if the employee chooses to contribute 3%, the Employer will contribute an additional 3%. Employees will be 25% vested after 3 years of service, 50% after 4 years, 75% after 5 years, and fully vested after 6 years of service.

Employees already enrolled under the MERS Defined Contribution Plan as of December 31, 2013, shall receive from the Employer 6% of wages into the Defined Contribution Plan. Employees who made the one time irrevocable decision to contribute 3% of their wages to the defined contribution plan, shall receive from the Employer an additional 3%. Employees will be 25% vested after 3 years of service, 50% after 4 years, 75% after 5 years, and fully vested after 6 years of service.

- c) Defined Benefit Plan. ~~Employees already under the MERS Defined Benefit Plan as of May 1, 2000, and who did not choose to roll over into the Defined Contribution Plan, shall receive benefits payable under benefit Plan 84, F55/25, E2, FAC-3 rider, and with eight year vesting.~~

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

Effective upon the date approved by the Board of Commissioners in 2017, 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 gross compensation via payroll deduction. Effective January 1, 2017, overtime, personal time, vacation time, and holiday pay is excluded from FAC-3. The FAC-3 shall be frozen. Further, the post retirement COLA (currently E-2) is eliminated.

Section 156.6 Life and AD&D Insurance All regular full-time employees actively at work shall be eligible for term Life and AD&D Insurance on the first day following six (6) consecutive months of employment as a regular employee in accordance with the plan documents. Said insurance shall be in the amount of \$20,000 or one times annual salary, whichever is greater. All eligibility and benefit provisions are provided subject to plan documents.

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

Section 156.7 Short Term Disability Insurance All regular full-time employees actively at work shall be eligible for Short Term Disability Insurance coverage, said coverage to be effective the next day following one hundred eighty (180) calendar days of consecutive service as a regular employee in accordance with the plan documents. This coverage shall provide 66 2/3 percent of the employee's regular pre-disability wages for up to one hundred eighty-two (182) calendar days per occurrence for absences due to an eligible injury or illness as approved by the insurance carrier. The coverage will begin on the eighth calendar day following an injury or illness. Health insurance provided by the employer shall continue during the duration of this coverage. Available paid leave will be used to cover the elimination period before Short Term Disability begins. Eligibility and benefit provisions are provided subject to plan documents.

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

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

ARTICLE XVII VACANCY, TEMPORARY TRANSFER & PROMOTION

Section 167.1 Preference for Vacancies Promotion and Vacancies within the Bargaining Unit. In order to provide advancement opportunity when vacancies exist in

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

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

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

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

~~The employee who is promoted outside of the bargaining unit shall serve a six month probationary period to prove he/she is capable of performing the work. At any time during this trial period, the employee may on his/her 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, if the Employer determines that the employee is unsatisfactory in the new classification, the Employer shall have the right to return the employee to the former classification from which he/she was promoted without loss of seniority. Union seniority shall not accumulate nor shall be retained after six months in the new position.~~

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

Section 16.3 Trial Period for Current Employees Who are Promoted or Transfer to a New Position The successful applicant for promotion or transfer shall serve up to a 1040 hours' worked trial period. At any time during this trial period, the employee may, on his or her own volition, request in writing to be relieved of the new classification and

be returned to the former classification and former rate of pay without loss of seniority. At any time during the trial period, the Employer shall have the right to return the employee to his or her former classification without loss of seniority. The employee's or Employer's decision to return the employee to his/her former classification is not subject to the grievance procedure. If an employee is absent from work for any reason for more than five (5) workdays, his/her trial period shall be extended by a period equal to the duration of such absence. The Employer will provide assistance to the applicant by a qualified individual during their training period.

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

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

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

Section 167.52 Temporary Vacancies For the purpose of temporarily filling a vacancy in a position of higher classification, the Employer shall offer such assignment to the most-senior most-qualified employee-applicant within the department.

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

Section 176.36 Creation of New Job Classifications When a new job is created the Employer will notify the Union of the classification and rate structure prior to its becoming effective. In the event the Union does not agree that the classification and rate are proper, it shall be subject to negotiationsa special conference.

ARTICLE XVIII MISCELLANEOUS

Section 178.1 Discrimination There shall be no discrimination by the Employer or Union against any employee because of age, race, sex, religion, height, weight or national origin or other legally protected class.

Section 178.2 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 178.3 Union Bulletin Boards The Employer will provide bulletin boards at each site which may be used only for posting notices pertaining to Union business. Such notices must be signed on behalf of the Union and/or the Employer.

Section 178.4 Safety All safety concerns shall be reported to the Department Head with a copy to the County Administrator or his/her designee. The Chapter Chairperson may recommend to the Employer courses of action relating to safety. If the parties agree, it may be discussed in special conference.

Section 178.5 Copies of Agreement The Employer shall provide the Union with three (3) copies of the Agreement for signing. A copy of the Agreement shall be posted on the County's website and intranet.

Section 17.6 Light Duty The Employer shall monitor all short term disability and worker's compensation claims, and in situations where there is light duty work available, employees may be returned to work and perform light duty as assigned and commensurate with the appropriate rate of pay within the discretion of the Employer.

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

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

ARTICLE XVIII SAVINGS AND WAIVER CLAUSE

Section 189.1 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 189.2 Waiver It is the intent of the parties hereto that the provisions of this Agreement, which supersede all prior agreements and understandings, oral or written, express or implied, between such parties shall govern their entire relationship and shall be the sole source of any and all rights or claims asserted hereunder or otherwise. The

provisions of this Agreement can be amended, supplemented, rescinded or otherwise altered only by mutual agreement in writing hereafter signed by the parties hereto. The parties hereto mutually agree not to seek, during the term of this Agreement, to negotiate or to bargain with respect to any matters pertaining to rates of pay, wages, hours of employment, or other conditions of employment, whether or not covered by this Agreement or in the negotiations leading thereto, and any rights in that respect are hereby expressly waived.

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

ARTICLE XIX
TERMINATION DURATION

This Agreement shall be effective on the ~~first~~ 18th day of January, ~~2014~~ 2017, and shall remain in full force and effect until the 31st day of December, 2016~~7~~. Notwithstanding any Agreement language to the contrary, the agreement to arbitrate under Article VII shall become effective upon the execution of this collective bargaining agreement by both parties and shall not be given any retroactive application. No grievances filed after the expiration of the predecessor labor contract and before the execution of this Agreement may be arbitrated. Ninety (90) days prior to the expiration of the contract, either party may request to meet to commence negotiations. ~~, provided, however, the parties agree that negotiations shall be re-opened for Economics, including but not limited to wages and health insurance, in both 2015 and 2016, to be effective for each respective year.~~

~~The Agreement shall automatically be renewed from year to year thereafter unless either party notifies the other, in writing, at least 150 days prior to the anniversary date that it desires to modify this Agreement.~~

FOR THE EMPLOYER:

FOR THE UNION:

Chairman Date
Board of Commissioners

Business Representative Date

County Administrator/Controller Date

Chapter Chairperson Date

Steward

Date

APPENDIX A

WAGE SCALES

AFSCME SUPERVISOR'S Payscale

Effective January 18, 2017

Increase over 2016: 0%

EXEMPT	Train 1	Train 2	1	2	3	4	5	6
G	30,831	33,099	35,655	37,254	38,948	40,705	42,557	44,507
H	35,398	38,082	40,958	42,780	44,763	46,838	48,914	51,180
I	37,925	40,734	43,836	45,817	47,888	50,094	52,364	54,793
J1	40,545	43,609	46,902	49,014	51,244	53,577	56,011	58,596

N:\Client\Grand Traverse Co\Negs\AFSCME Supervisory\2017\AFSCME Contract 2017 - Final 2-22-2017.docx

~~APPENDIX B~~

~~LETTER OF AGREEMENT~~

~~between~~

~~THE BOARD OF COMMISSIONERS OF GRAND TRAVERSE COUNTY~~

~~and~~

~~THE AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL
EMPLOYEES~~

~~(AFSCME) / SUPERVISORY BARGAINING UNIT~~

~~WHEREAS the above parties have entered into an Agreement commencing January 1,
2014, through December 31, 2016; and~~

~~WHEREAS the parties agree that during the term of said Agreement, and pursuant to
Section 7.1 therein, an Arbitrator will be selected from a named panel of Arbitrators
upon notice of desire to arbitrate being filed by either party;~~

~~NOW, THEREFORE, THE PARTIES HEREBY MUTUALLY AGREE that said panel shall consist of the following members:~~

~~Mark Glazer Paul Glendon Bill Daniel, and Ann Patton~~

~~IT IS FURTHER AGREED that the parties shall follow the guidelines regarding selection, rotation, and removal as outlined in Section 7.1.~~

~~APPENDIX C~~

~~Summary of Health Benefits~~

~~APPENDIX D~~

~~Summary of Dental Benefits~~

~~APPENDIX E~~

~~Summary of Vision Benefits~~



Action Request

Meeting Date:	March 1, 2017		
Department:	Planning & Development	Submitted By:	John Sych
Contact E-Mail:	jsych@grandtraverse.org	Contact Telephone:	922-4677
Agenda Item Title:	Public Hearing for Revolving Loan Fund Application for Berg Well Drilling		
Estimated Time:	5-10 minutes <small>(in minutes)</small>	Laptop Presentation:	<input type="radio"/> Yes <input checked="" type="radio"/> No

Summary of Request:

The County's Community Development Block Grant (CDBG) revolving loan fund for local businesses was transferred to Venture North, a part of Traverse Connect in 2014. An agreement between the County, Venture North, and the Michigan Economic Development Corporation outlines the administration of the CDBG revolving loan fund that is managed by Venture North. New applications are required to adhere to the Citizen Participation Plan (CPP) as adopted by Grand Traverse County which requires public input on applications.

Attached is information for the public hearing on March 1st for a loan application from Berg Well Drilling. Venture North has followed the plan requirements, including proper posting and advertisement of the public hearing. No action is required by the Board at this time, but to hold the public hearing. The application will return to the County Board after the public comment period. At that time, the County must pass a resolution to forward the application for state approval.

Suggested Motion:

Public hearing. At this time, no action by the Board is required.

Financial Information:

Total Cost:	n/a	General Fund Cost:	n/a	Included in budget:	<input type="radio"/> Yes <input type="radio"/> No
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If not included in budget, recommended funding source:

n/a

This section for Finance Director, Human Resources Director, Civil Counsel, and Administration USE ONLY:

Reviews:	Signature	Date
Finance Director		
Human Resources Director		
Civil Counsel		

Administration: <input type="checkbox"/> Recommended	Date:	
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Miscellaneous:

Attachments:

Attachment Titles: Part 1 Application Summary Memo from Venture North; Completed Part 1 Application



MEMORANDUM

February 21, 2017

To: Grand Traverse County Commissioners

From: Laura Galbraith, Executive Director

Berg Well Drilling is submitting the enclosed Part 1 application for the Community Development Block Grant (CDBG) Loan program. Berg Well Drilling is requesting a loan through the CDBG Loan Fund in the amount of \$105,000. The loan will be used to hire three (3) full time positions over the course of two years, of which, at least 51% of these positions will be available to low to moderate income individuals.

The company has an opportunity to expand into the 5" plastic water well drilling market, which is less expensive to install than galvanized pipe, and is affordable to a larger client base. To serve this market, the company needs to purchase a new well rig, large tanker truck, and grouter. Berg is seeking \$105,000 from the Grand Traverse County CDBG Loan Fund for the new equipment.

The public has fifteen (15) days to comment on the proposed project and it is Grand Traverse County's responsibility to respond to any and all of the questions with the help of Venture North and Berg Well Drilling staff. Venture North identified John Sych, Director, Grand Traverse County Planning & Development as the main contact for comments and or questions. Comments may be submitted in writing through Thursday, March 16, 2017. The application may be examined Monday through Friday in the Office of the County Administrator during normal business hours. Technical assistance is available if needed.

The following outlines the next steps in the process:

- Grand Traverse County must provide a brief description of the public hearing including the date of hearing, number of citizens attending the hearing and a summary description of substantive comments made at the hearing (meeting minutes will be appropriate).
- Grand Traverse County must pass a Resolution after completion of the public participation requirements. The Authorizing Resolution must contain the following elements:
 - Identification of the proposed project;
 - Identification of the funding request;
 - Statement that the proposed project is consistent with the UGLG's community development plan;
 - Statement that at least 51% of the beneficiaries of the proposed project will be low and moderate income persons;

- Statement that no project costs (CDBG and non-CDBG) will be incurred prior to a formal grant award, completion of the environmental review procedures and formal, written authorization to incur costs has been provided by your CDBG Project Manager;
- Local authorization to submit the Michigan CDBG Application; and
 - Identification, by name and title, of the person authorized to sign the Part 2 Application and all attachments (please see enclosed Part 2 document);
 - Identification, by name and title, of the person authorized to sign the Grant Agreement and all amendments.
 - Identification, by name and title, of the person authorized to sign Grant Payment Requests.



**STATE OF MICHIGAN
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM**

Business Development Part I Application

For eligible activities administered by the Michigan Economic Development Corporation (MEDC)
on behalf of the Michigan Strategic Fund (MSF)

Michigan Strategic Fund
c/o Michigan Economic Development Corporation
Community Development Block Grant
300 North Washington Sq., Lansing, MI 48913
CDBG@michigan.org | www.michiganbusiness.org
July 2014

Unit of General Local Government (UGLG) IDENTIFICATION Summary			
Identification of UGLG		Funding Sources Totals (if multiple properties, include	
Unit of General Local Government (UGLG)	GRAND TRAVERSE COUNTY	CDBG	\$105,000
Street/PO Box	400 Boardman Ave	UGLG	
City	Traverse City	Private	\$
County	Grand Traverse	Other	
State/Zip	MI 49684	Other	
Chief Elected Official Name	Carol Crawford	Other	\$
Chief Elected Official Title	Chairman	Total	\$105,000
Chief Elected Official Email			
UGLG Project Contact (PC) Name	John Sych	UGLG's SAM/Cage Code# (SAM#)	
UGLG PC Title	Administrator	621111	
UGLG PC Address	400 Boardman Ave	UGLG's DUNS Number (DUNS#)	
UGLG PC Telephone Number	(231) 922-4780	80341472	
UGLG PC Fax Number	(231) 922-4636	UGLG's Federal Identification Number	
UGLG PC E-Mail Address	jsych@grandtraverse.org	386004852	
state Government representation			
Senator Name	Howard Walker	Senate District	37
Representative Name	Wayne Schmidt	House District	104
federal Government representation			
Representative Name	Dan Benishek	Congressional District	1
UGLG Capacity and Conflict of Interest			
<p>1. If known, identify consultants who will be responsible for administering the proposed project (include names and contact information):</p> <p>N/A, consultant not yet known <input type="checkbox"/></p> <p>N/A, consultant not anticipated <input checked="" type="checkbox"/></p> <p>Contact information provided: <input type="checkbox"/></p> <p>Name:</p> <p>Business Address:</p> <p>Phone #:</p> <p>E-mail:</p> <p>Please Note: Refer to Application Guide for guidance on Administrative Costs.</p>			
<p>2. Has the UGLG received CDBG grants in the past five years and/or have any open CDBG grants? This includes CDBG grants provided by the MSF/MEDC and all MSHDA CDBG programs.</p> <p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>			

If yes, identify the projects and identify/describe all findings regarding those projects:

Project: Uptown Development For: Blight Elimination, Project/Source: County Allocation (MSHDA)
For: Housing, Project/Source: HRF For: Housing, Project/Source: Enterprise Funds For: Housing

3. Does the applicant have any outstanding CDBG grants that have not been drawn down?

☐ Yes ☒ No

If yes, describe:

4. Will local officials and staff be a party to any contract involving the procurement of goods and services assisted with CDBG funds?

☐ Yes ☒ No

If yes, describe:

5. Will any person who is an employee, agent, consultant, officer, elected or appointed official of the UGLG obtain a financial interest or benefit from a CDBG assisted activity or have an interest in any contract, subcontract or agreement with respect thereto, or in the proceeds hereunder, either for themselves or for those with whom they have family or business ties, during their tenure or for one year thereafter?

☐ Yes ☒ No

If yes, describe:

6. Please indicate below whether or not the **UGLG** has a contractual relationship with one of more of the following entities:

Michigan Economic Development Corporation

☐ Yes ☒ No

Michigan Association of Realtors

☐ Yes ☒ No

Michigan Department of Licensing & Regulatory Affairs

☐ Yes ☒ No

Michigan Department of Treasury

- ☐ Yes ☒ No
Greenstone Financial
☐ Yes ☒ No
Michigan Regional Council of Carpenters
☐ Yes ☒ No
PNC Financial Services Group
☐ Yes ☒ No
Springfield Commercial Roofing
☐ Yes ☒ No
Grand Angels
☐ Yes ☒ No
Honigman, Miller, Schwartz and Cohn
☐ Yes ☒ No

If yes to any of the above, please describe the nature of relationship.

Project screening guidelines

7. Describe the company's expansion plans. Include all work activities, including but not limited to, leases, property/easement acquisitions, demolition, building construction or improvements, and machinery and equipment purchase/installation for which matching funds will be used.

Berg Well Drilling is a water well drilling, repair, and service company located in Traverse City, MI. The company has been family owned and operated since 1920. Berg has an opportunity to expand into the plastic well drilling market. The company needs to purchase a new well rig, large tanker truck, and grouter for this new product line. There is a company closing its operations down state and has used equipment for sale.

8. Provide the history of the problems associated with this project and explain how this project will help alleviate those problems.

Berg Well Drilling has historically provided galvanized steel wells to its customers. If a customer wanted to pursue a plastic well due to a reduction in cost, then Berg would have to refer the customer to a competitor. The new equipment for plastic wells will reduce the cost of goods sold and increase the company's client marketshare.

9. Identify the impact the proposed project will have on the diversification of local and state economies and the significance of added value the project carries, including financial value added through sales, use of existing local and state suppliers and secondary jobs created.

10. For Job Training Projects Only: Does the proposed project involve vendor training costs using CDBG funds?

☐ Yes ☒ No

If yes, are multiple cost estimates or a certification attached?

☐ Yes ☒ No

11. For Job Training Projects Only: Describe the type of training NEW employees need in order for the company to expand. Include the following:

a. The type of training

On the Job -

Vendor -

b. The number of new employees to be trained

On the Job -

Vendor -

c. The number of training hours needed per employee

On the Job -

Vendor -

d. The training cost per employee

On the Job -

Vendor -

e. Describe how the training cost per employee was determined

On the Job -

Vendor -

f. Who will be responsible for conducting the training

On the Job -

Vendor -

12. For Job Training Projects Only: Describe the type of training EXISTING employees need in order for the company to expand. Include the following:

a. The type of training

On the Job -

Vendor -

b. The number of new employees to be trained

On the Job -

Vendor -

c. The number of training hours needed per employee

On the Job -

Vendor -

d. The training cost per employee

On the Job -

Vendor -

e. Describe how the training cost per employee was determined

On the Job -

Vendor -

f. Who will be responsible for conducting the training

On the Job -

Vendor -

Project scope

13. Provide a clear and concise description of the overall proposed project including all work activities. Include the number of businesses/properties involved, the type of assistance needed and why:

Berg Well Drilling is seeking CDBG loan funds to purchase new equipment to enhance and grow its business. Berg Well Drilling is seeking \$105,000 in financing to pay for equipment to expand into the plastic well business. Berg Well Drilling will hire three (3) full time equivalents, of which at least 51% will be low to moderate income individuals, within the next two (2) years.

14. Provide the history of the problems associated with this project and explain how this project will help alleviate those problems.

Answered in #8

15. What is the square footage of public space being improved or reactivated?

Check here if Not Applicable: ☒

16. Describe the specific work activities to be completed on UGLG or publicly owned property with CDBG funds and match funds (use bullets).

None

Complete Attachment C for work activities to be completed on privately owned property. Check here to indicate if Attachment C is needed: ☒

17. Describe the location and boundaries of the project, including the street address and property ownership (i.e. UGLG property, other public property, private property) where all project activities will occur.

Description:

18. Provide a detailed map showing all project activities and any district they are located within (i.e. LDFA).

Attached: ☐ Yes ☒ No

19. Historic Property Screening: Is the property? (check all that apply):

Listed in the National Register of Historic Properties ☐

Potentially eligible to be listed in the National Register of Historic Properties ☐

Listed in a state or local inventory of historic places ☐

Designated as a state or local landmark or historic district ☐

None of the above ☒

Comments, if needed:

20. Will the project result in the demolition or conversion of residential dwelling units, both occupied and vacant?

☐ Yes ☒ No

21. Will the project result in special fees (i.e., tap in / hookup fees, special assessments)?

☐ Yes ☒ No

22. Provide architectural renderings or pictures in color illustrating what the building will look like after project completion.

Attached: ☐ Yes ☐ No ☒ Not Applicable

23. In addition to all prior questions, Planning Projects must answer the following (Not Applicable for Other Projects):

a. Describe the specific objectives and outcomes of the planning project.

NA

b. Describe the local and regional impact the planning project will have. Identify the development value and expected impact that the planning project will have on the community in six months, two years, and five years. Explain how the proposed planning project supports related local, regional and state community and economic development strategies.

NA

c. If the planning project is implemented in the future, what is the anticipated number of jobs created?

NA

d. What is the estimated number of low and moderate jobs created?

NA

24. Other than the preliminary cost estimates, describe the status of any engineering plans or specifications. If engineering plans or specifications have been completed, please provide copies.

If completed, are they attached? ☐ Yes ☒ N/A

PLEASE NOTE: Costs for engineering and/or architectural plans to be funded with non-CDBG funds may be incurred at the UGLG's own risk with written authorization from the MSF and may be included in the project budget as match.

Costs for engineering and/or architectural plans to be funded with CDBG funds may be incurred with written authorization from the MSF once the Grant Agreement has been executed and may be included in the project budget. CDBG Procurement requirements apply to all CDBG funded CDBG funds may be jeopardized or withdrawn if written authorization from the MSF has not been provided prior to signing an engineering and/or architectural contract for expenses other than the preliminary costs for completing the Part I Application.

25. Describe all temporary or permanent relocation of businesses, non-profit organizations, homeowners, or tenants needed in order to complete the project. Include the address, names of anticipated displaced parties, type of displacement (residential or business) and whether the parties are owners and/or tenants.

Not applicable, if completing Attachment C, check here to indicate: ☒

26. Describe all leases, easements, and property option/purchase agreements needed in order to complete the project activities at this property location. Include the anticipated seller, buyer, property description/location and cost.

NA

PLEASE NOTE: Costs for acquiring real property, to be fully funded with non-CDBG monies, may be included in the project budget as match and may be incurred at the UGLG's own risk once the environmental review and Uniform Act requirements have been completed and written authorization to incur these costs has been provided by the MSF.

Costs for acquiring real property, to be partially or fully funded with CDBG monies, may be included in the project budget and may be incurred with written authorization from the MSF once the environmental review and Uniform Act requirements have been completed and the Grant Agreement has been executed by all parties.

CDBG funds will be jeopardized or withdrawn if written authorization from the MSF has not been provided prior to signing option/purchase/lease/easement agreements.

27. List and describe the status of any local, state and federal permits required for implementation of the proposed project.

NA

28. In the below space, provide an overall project schedule that includes the anticipated start and completion dates (attachments are not acceptable).

Activities	Start Date	End Date
Engineering and/or design	NA	NA

Property acquisition, if applicable	NA	NA
Bidding, if applicable	NA	NA
CDBG funded activities	4/1/2017	3/31/2019
UGLG funded activities	NA	NA
Other funded activities	NA	NA
Job Creation	4/1/2017	3/31/2019
<p>PLEASE NOTE: When completing the schedule, please refer to Application Guide with regard to when project costs can be incurred. The attached schedule will be incorporated into the Grant Agreement with the UGLG.</p>		
<p align="center">Project budget (All projects)</p>		
<p>29. Complete Attachment A (Project Budget). Include all funding sources and identify all project activities. There must be separate line items for: Architecture and/or Engineering; Construction/Contingency; Planning; Demolition/Contingency; Administration; and Acquisition. Have you attached either three cost estimates or an independent third party quote for all CDBG funded costs (including administration)? PLEASE NOTE: An appraisal is required for CDBG funded acquisitions.</p> <p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>PLEASE NOTE: Costs for preparing independent cost estimates may be incurred at the UGLG's own risk without written authorization, but may not be included in the project budget as match. Refer to Application Guide for guidance on administrative costs.</p>		
<p>30. List the specific source (i.e., DDA, Water & Sewer Fund, General Fund, Private Donation) and dollar amount of any local, state, or other federal funding associated with this project including grants and/or loans. Tax incentives should NOT be included on the project budget, but should be listed here.</p>		
<p>31. Identify any program income from previously awarded CDBG grants that the UGLG has available.</p>		

PROJECT BUDGET
MICHIGAN ECONOMIC DEVELOPMENT CORPORATION
MICHIGAN COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

1. Applicant: Berg Well Drilling		2. Project Title: Grand Traverse County CDBG Loan Fund				
3. Project Cost Elements		4. Project Funding Sources (identify all other funding sources).				
Activities	CDBG	Local	Private	Other	Other	TOTAL
Architecture and/or Engineering						\$0.00
Infrastructure Improvements						\$0.00
Building Improvements						\$0.00
Demolition						\$0.00
Acquisition						\$0.00
Planning						\$0.00
Administration						\$0.00
Working Capital	\$105,000.00			\$0.00	\$0.00	\$105,000.00
TOTALS	\$105,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$105,000.00

ATTACHMENT B3 (if applicable)

PROJECT IS BEING QUALIFIED BASED ON JOB CREATION NATIONAL OBJECTIVE: WHERE AT LEAST 51% OF THE PROJECT BENEFICIARIES ARE LOW AND MODERATE INCOME PERSONS

1. Complete Attachments D1 and D2 (if applicable) to explain how the business will meet the National Objective of benefitting low and moderate income persons. Include the anticipated number of jobs to be created and the anticipated number of jobs to be held by low and moderate income persons.

Attachment D1 and D2 Attached: ☒es ☐o

2. Explain how the business intends to target low and moderate income persons for employment. This explanation or Employment Plan may include use of a Michigan Works! Agency for targeting low and moderate income persons for employment (Attachment D3).

Attachment D3 Attached: ☒Yes ☐No

If not providing Attachment D3, please provide an explanation of the plan here:

ATTACHMENT C

project details for business/private property driven projects

(signature bldg, façade, infrastructure, blight) Complete one for EACH Property - There are 4 Properties

Property 1

1. Describe the project to be completed at this property. Include the following:
- a. Property address: 3139 Keystone Road N, Traverse City, MI 49686
- b. Current owner(s): Jessie DeGraeve, Double Time Transport, Inc.
- c. Future ownership: Jessie DeGraeve, Double Time Transport, Inc.
- d. Background on business locating / or that is located at property: Berg Well Drilling is renting this facility for operations. They have an annual lease agreement that renews in June.

2. Check all statements that apply regarding occupancy:

☐ The property does not have occupants (tenants, property owners, etc). Therefore, the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 will not apply.

☒ The property does have occupants (tenants, property owners, etc). However, the occupants will not be permanently displaced. Please provide the following for each occupant:

•Property owner or tenant?:

•Name:

•Address:

•Phone Number:

•E-mail Address:



•Property owner or tenant?:

•Name:

•Address:

•Phone Number:

•E-mail Address:

3. What is the square footage of private space being improved or reactivated?

None

4. Have CDBG funds been used at this property and/or business address in the past?

☐ Yes ☒ No

If yes, explain:

5. Describe all leases, easements, and property option/purchase agreements needed in order to complete the project activities at this property location. Please identify all parties involved and any estimated costs associated with these activities:

N/A

PLEASE NOTE: Incurring costs; including CDBG, local, and private costs prior to authorization and/or completion of the environmental review could jeopardize the proposed CDBG funding.

6. Are there tenants at this property address? ☒ Yes ☐ No

If so, are they residential or business?

☐ Residential ☒ Business ☐ N/A

Please provide the following for each tenant:

Name:

Business Address:

Phone #:

E-mail:

PLEASE NOTE: Additional guidance on property acquisition and tenant relocation can be found in the Application Guide

7. Describe the specific work activities to be completed with CDBG funds and match funds (use bullets).

\$105,000 for equipment: (1) \$45,000 1989 Chevy Truck Simco 5000 rig; (2) \$45,000 2001 International water truck from Flatwater Fleet; (3) \$7,000 Dual tank grout machine; (4) \$8,000 Vermeer D6 Directional Drilling Machine

8. Describe the source of the private funding and the status of any necessary approvals for financing:

9. Will the project relocate jobs from one labor market area to another? ☐ Yes ☒ No

☐ ☐ ☒ ☒ ☐ ☒ ☐ ☒ ☐ ☒

ATTACHMENT D1

ESTIMATED EMPLOYMENT CREATION AND/OR RETENTION FORM

UGLG (Community):	Grand Traverse	Project Name:	Berg Well Drilling CDBG Loan
Business Entity Legal Name	Berg Well Drilling	Business Contact Name:	Doyle Berg, Sr
Street Address	PO Box 5615	Contact's Title	Owner
City, State, Zip	Traverse City, MI 49686	Telephone Number	231-946-2846
Company DUNS# (DUNS#)	79-420-2820	Fax Number	231-946-1934
SIC#		E-mail Address	
Business's department of Licensing & Regulatory Affairs (LARA) six digit ID Number (LARA) or County registration:		Business Entity's CCR# (CCR#)	

Employment Category	Present Number of Permanent FT and FTE Jobs (Number)	Average hourly wage rate of existing jobs	Permanent FT and FTE Jobs to be Created During Project Period (Number)	New Hires Lowest Starting Hourly Wage Rates (Created Jobs Only)	New Hires Average Starting Hourly Wage Rates (Created Jobs Only)
Managerial	1	\$15.00			
Professional					
Technical	1	\$25.00			
Sales					
Clerical	2	\$12.50			
Craftsmen*	3	\$20.00	2	\$12.50	\$15.00
Operators**					
Laborers***			1	\$10.00	\$12.50
Service Worker					
Totals	7		3		

*Skilled **Semi-Skilled *** Unskilled

List of Fringe benefits to be provided for created jobs:

Two weeks PTO and buying club benefits. Hoping to add 401k by spring 2016.

Authorized Company Official

Certification is made that the above data is the most accurate available based on current information and knowledge.

Signature:

Name:

Title:

Date:

Signature:

Name:

Title:

Date:

DEFINITIONS AND INSTRUCTIONS FOR COMPLETION OF ESTIMATED EMPLOYMENT CREATION/RETENTION FORM

For purposes of the Downtown Façade Job Creation Program, the following definitions apply:

Full-Time Job (FT) - An employee who has 2080 hours of paid employment on an annual basis or one that is paid for 35 or more hours per week.

Full-Time Equivalent Job (FTE) - A combination of employees that individually have less than 2080 hours of paid employment on an annual basis or work less than 40 hours per week, and are converted to full-time equivalent (FTE) jobs by dividing the total annual hours worked by 2080 hours or dividing the total weekly hours worked by 40 hours.

New Job - A new FT or FTE permanent job that did not exist prior to this project and came about as a result of this project. The jobs are intended to be permanent and sustainable. Jobs that exist prior to the start of the project or result independently from the project will not be considered.

Instructions for completing Attachment D1:

Present Number of Permanent FT & FTE Jobs (#/\$) - Identify the present number of all FT and FTE permanent private sector jobs and the average hourly pay rate of existing jobs.

Permanent FT & FTE jobs to be created during the project period (#) - Identify the number of new FT or FTE jobs that did not exist prior to this project and came about as a result of this project. The jobs to be created are intended to be permanent and sustainable. Jobs that exist prior to the start of the project or result independently from the project should not be considered.

ONLY NEEDED FOR RETENTION PROJECTS- Permanent FT & FTE jobs to be retained during the project period Identify the number of FT and FTE jobs to be retained as a result of the CDBG funded project that would not otherwise exist in the absence of the project.

Lowest Starting and Average Starting Hourly Wage Rates (\$/\$) - Identify the lowest starting hourly wage rate and the average hourly wage rates of the jobs to be created/retained.

Employment Categories are defined as follows:

- a) Managerial - occupations requiring administrative personnel who set broad policies, exercise overall responsibility for execution of these policies and direct individual departments or special phases of a firm's operations.
- b) Professional - occupations requiring either college graduation or experience of such kind and amount as to provide a comparative background.
- c) Technical - occupations requiring a combination of basic scientific knowledge and manual skills which can be obtained through approximately two years of post high school education, such as is offered in many technical institutions and junior colleges, or through equivalent on-the-job training.
- d) Sales - occupations engaging wholly or primarily in sales.
- e) Clerical - includes all clerical-type work regardless of level of difficulty, where the activities are primarily non-manual.
- f) Craftsman (skilled) - manual workers of relatively high skill level having a thorough and comprehensive knowledge of the processes involved in their work; exercise independent judgment and usually require extensive training.
- g) Operators (semi-skilled) - workers who operate machines or processing equipment or perform other factory-type duties of intermediate skill level which can be mastered in a few weeks and require limited training.
- h) Laborers (unskilled) - workers in manual occupations which generally require no special training.
- i) Service worker - all workers in service type industries.

ATTACHMENT D2 (IF APPLICABLE)

DOCUMENTATION OF BENEFIT TO LOW AND MODERATE INCOME PERSONS FORM

Grand Traverse County and Berg Well Drilling agree that 3 jobs will be created as a result of this project and that at least 51% of the jobs will be held by low and moderate income persons (income limits). Each party recognizes that the purpose for making an application for a CDBG grant is to create employment opportunities benefiting low and moderate income persons. Each party recognizes that should job creation goals for low and moderate income persons not be met, the project shall fail to qualify under the low and moderate income national objective. Each party recognizes that the State retains the right to require the applicant or the company to repay the full amount of any grant funds awarded should the project fail to qualify under this national objective.

Authorized Official of UGLG (Community)

UGLG: Grand Traverse County

Signature:

Title:

Date:

Telephone Number:

Email Address:

Authorized Representative of Company

Legal Business Name: Berg Well Drilling

Street Address: 3139 Keystone Road North

City, State and Zip Code: Traverse City, MI 49686

Signature:

Name: Doyle Berg, Sr

Title: Owner

Signature:

Name:

Title:

Telephone Number:

Email Address:

ATTACHMENT D3 (IF APPLICABLE)

EMPLOYMENT AGREEMENT

The Unit of General Local Government, Grand Traverse County (hereinafter the "UGLG"), the company, Berg Well Drilling (hereinafter the "Employer") agree to be bound by the following hiring guidelines as required by the terms of the Michigan Community Development Block Grant (CDBG) Program Grant Agreement.

1. GENERAL TERMS

- A. These guidelines shall take effect when the UGLG and the Employer sign this agreement.
- B. The UGLG and the Employer wish to assure continuing employment opportunities for economically disadvantaged and low and moderate-income persons in the local area.
- C. The Employer commits to making at least 51 percent of the jobs available to low and moderate income persons and will provide training for any jobs requiring special skills and education.

2. RECRUITMENT AND SCREENING

- A. Hiring will be initiated by a classified advertisement in one or more of the following places so that the job(s) are advertised and made available to low and moderate income persons:

- i. a local newspaper
- ii. internet job sites
- iii. company website
- iv. Michigan Works! Agencies
- v. other sources that may result in identifying prospective low and moderate income applicants

- B. All applicants (including those who are not hired) will be required to complete an Income Certification Form and the form will be kept in the Employer's file.

3. RECORDKEEPING

- A. A listing of the permanent jobs filled will be kept by the Employer – this includes full time and part time jobs.
- B. A listing of the jobs to be filled that require special skills or education will be kept by the Employer.
- C. A list of all of all low/mod and non-low/mod people interviewed will be kept by the Employer.
- D. A list of all of the low/mod and non-low/mod people who were hired will be kept by the Employer.
- E. A description of the hiring process will be kept by the Employer.
 - i. this description must include an explanation of how low and moderate income people were given first consideration for the job openings.
 - ii. the job openings must be advertised in the media within a reasonable commuting distance of the work location and be held open a minimum of 30 days after starting to recruit low/mod people.

The UGLG and the Employer hereby consent to abide by these guidelines.

Signature: _____

Date: _____

Name and Title of Authorized UGLG Official: _____

Wayl Bey

Signature: _____

Date: 2-15-17

Name and Title of Authorized Representative Employer: *Wayl Bey President*

Signature: _____

Date: _____

Name and Title of Authorized Representative Employer: _____

OUR COMMUNITY DRIVES US.

Millage Election Details

On May 2, 2017 Grand Traverse and Leelanau County residents will vote on a ballot proposal to levy 0.5 mill to provide BATA local funding for five years.

The 0.5 mill request is an increase from BATA's current millage rate of 0.3447 mill.

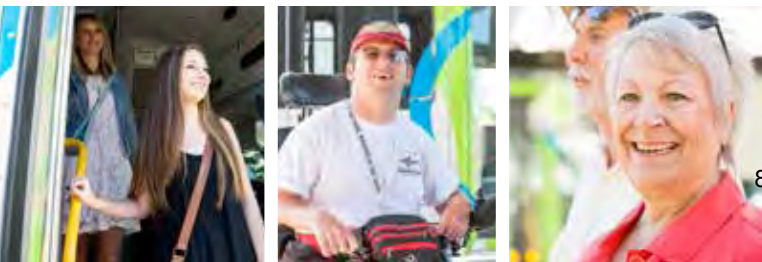
BATA services 900 square miles and delivers nearly 500,000 rides annually to local seniors, people with disabilities, commuters and visitors to Grand Traverse and Leelanau Counties.

The millage will cost people who own a \$200,000 home (\$100,000 taxable value) about \$16 more annually than they currently pay or \$50 per year total.

VOTE MAY 2



GO TO BATA.NET/MILLAGE TO LEARN MORE



PEOPLE DEPEND ON US.



GO TO BATA.NET/MILLAGE TO LEARN MORE

VOTE MAY 2



Bay Area Transportation Authority

OUR COMMUNITY DRIVES US



What is the millage request?

On May 2, 2017 Grand Traverse and Leelanau County residents will vote on a ballot proposal to levy 0.5 mill to provide BATA local funding starting January 2018 and lasting until December 2022.

What will be the annual cost to the homeowner?

It will cost people who own a \$200,000 home (\$100,000 taxable value) about \$16 more annually than they currently pay or \$50 per year total. This increase equals the cost of about one large pizza per year.

Is the 0.5 mill millage rate request a renewal or an increase?

This is an increase from BATA's current millage rate of 0.3447 that expires on Dec. 31, 2017. BATA hasn't requested a millage increase in more than 14 years.

How much will the millage raise in the first year?

The millage will raise an additional \$1.1 million in revenue per year, which results in \$3.55 million in annual property tax revenue for BATA collected from Leelanau and Grand Traverse County residents. The local millage will provide approximately 35% of BATA's annual budget.

How many rides does BATA provide?

BATA provides nearly 1,500 rides per day and averages nearly 500,000 rides per year and climbing. BATA has seen a 6% increase in ridership in the past year on its City Loop fixed route services alone. More than 177,000 rides are provided to seniors or disabled riders each year.

What does BATA hope to provide if the millage is approved?

The goal of the millage is to allow BATA to sustain operations and grow its current level of service by providing funds to add services requested by the community, replace its aging fleet, maintain facilities, and make shelter and stop improvements. A recent Community Needs Assessment identified the following needs:

Rural Service Improvements: Improve rural service with more direct door to door connections to Traverse City especially for the region's disabled and aging populations

Downtown Loop: Create a downtown loop route with increased frequency, such as buses arriving every 15 minutes or less

Technology Enhancements: Increase rider-friendly technologies such as online scheduling and purchasing, mobile payment options and real-time bus tracking

Park-n-Ride: Support economic growth with visitor and commuter park-n-ride transportation options

Fleet and Facilities: Replace aging vehicles to create a leaner and greener fleet combined with bus stop improvements

BATA Milestones:

- Increased ridership from 380,000 in 2003 to an average 500,000 rides a year today, a 32% increase.
- Grown from a primarily on-demand dial-a-ride service model to more of a fixed route system that provides regular stops and better connections in Traverse City and the surrounding villages.
- Expanded fixed route service to Acme/Williamsburg and Interlochen (2012).
- Replaced 74% of the fleet with new buses (2010) and continues to make fleet improvements.
- Built one of the region's first LEED certified buildings to serve as a downtown transfer station on Hall Street (2006).
- Updated the Cass Road Transfer Station (2012).
- Made technology upgrades including mobile data terminals, new website (2013), electronic fare boxes (2013), and Google Transit integration (2017).



Action Request

Meeting Date:	March 1, 2017		
Department:	Administrator's Office	Submitted By:	J. DeHaan
Contact E-Mail:	jdehaan@grandtraversetraverse.org	Contact Telephone:	X4756
Agenda Item Title:	County Owned Real Property Disposal Policy		
Estimated Time:		Laptop Presentation:	<input type="radio"/> Yes <input checked="" type="radio"/> No
	(in minutes)		

Summary of Request:

In August 2016, the Grand Traverse Board of Commissioners approved the disposal and sale of two County owned properties that have been determined to be underutilized properties.

Upon further review, it was determined that the County did not have an applicable policy in place to guide the disposition of County owned real property.

Various policies of local units of governments as well as information obtained from the Government Finance Officers Association were reviewed in the development of the policy.

The proposed policy has been reviewed by County Administration, Civil Counsel, and the County's Finance Director.

The attached policy is proposed to be adopted by the Board of Commissioners to ensure that a fair, transparent, and competitive process is achieved in the disposal of County Owned Real Property.

Suggested Motion:

The Board of Commissioners approves the adoption of the County Owned Real Property Disposal Policy.

Financial Information:

Total Cost:		General Fund Cost:		Included in budget:	<input type="radio"/> Yes <input checked="" type="radio"/> No
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If not included in budget, recommended funding source:

This section for Finance Director, Human Resources Director, Civil Counsel, and Administration USE ONLY:			
Reviews:	Signature		Date
Finance Director			
Human Resources Director			
Civil Counsel			
Administration:	<input type="checkbox"/> Recommended	Date:	
<u>Miscellaneous:</u>			

Attachments:

Attachment Titles:

County Owned Real Property Disposal Policy

RESOLUTION

xx-2017

County Own Real Property Disposal Policy

WHEREAS, The Grand Traverse County Board of Commissioners met in regular session on March 1, 2017 and reviewed request to approve the policy presented regarding the disposal and sale of County Owned Real Property; and,

WHEREAS, In August 2016, the Grand Traverse Board of Commissioners approved the disposal and sale of two County owned properties that have been determined to be underutilized properties; and,

WHEREAS, Upon further review, it was determined that the County did not have an applicable policy in place to guide the disposition of County owned real property; and,

WHEREAS, Various policies of local units of governments as well as information obtained from the Government Finance Officers Association were reviewed in the development of the policy; and,

WHEREAS, The proposed policy has been reviewed by County Administration, Civil Counsel, and the County's Finance Director; and,

WHEREAS, The attached policy is proposed to be adopted by the Board of Commissioners to ensure that a fair, transparent, and competitive process is achieved in the disposal of County Owned Real Property; and,

NOW THEREFORE BE IT RESOLVED THAT THE Grand Traverse County Board of Commissioners approves the adoption of the County Owned Real Property Disposal Policy attached hereto and hereby becoming a part of this resolution.

APPROVED: March 1, 2017

**Grand Traverse County
County Owned Real Property Disposal Policy**

- I. Policy Statement:** The County is the steward of property for which it has acquired through purchase, bequest, grant, or other means. This Policy is established by the County Board of Commissioners to establish standards for the disposal of County Owned Real Property which has been determined to be surplus, obsolete, or underutilized property.

This policy does not apply to non-county owned property.

- II. Statutory Authority:** The Board of Commissioners may authorize the sale or lease of real estate belonging to the County, and prescribe the manner in which a conveyance of the real estate is to be executed. The Board of Commissioners may also establish rules and regulations to manage the interest and business of the County under Public Act 156 of 1851 [MCLA 46.11(c) and (m)].

III. Related Procedures:

- A.** The County's Purchasing Policies and Procedures shall apply to any service that must be obtained during the property appraisal and sale process.

IV. Historical Application:

- A.** No Prior Policy Exists Related to the Disposal of County Owned Real Property.

V. Exclusions: None

VI. Implementation Authority:

- A.** The County Board authorizes the County Administrator or designee to effectuate the creation of any procedures necessary to implement the Policy.

VII. Policy Standards: The following standards shall apply to the disposal of all County owned real property:

- A.** The County shall maintain asset records that document properties owned, the history of government ownership, whether property was donated or purchased using grant funds or tax-exempt financing proceeds, how it is currently being used, its assessed value, its market value, whether there are donor or legal restrictions on its use, whether there are environmental concerns, and annual maintenance costs.
- B.** The property considered for sale shall have been determined by the Board of Commissioners through a Board approved resolution to be surplus, obsolete, or underutilized County owned property.
- C.** The title and deed of property for sale shall be free and clear of any restrictions and permit the County to dispose of said property.
- D.** The disposal of said property shall not compromise the ability of the County to obtain State and/or Federal grants.

- E. The County shall investigate the value of any mineral rights on said land prior to the sale and or disposal of the property.
- F. The County shall consult with an affected and/or adjacent local unit of government from which the parcel is located and notify them of the intended disposal of real property.
- G. The County shall ensure that any disposal process includes a competitive, open, and transparent process.
- H. The County shall list all properties for a minimum of 30-days prior to considering a proposal from a potential buyer, unless the buyer submits a proposal which meets and or exceeds the listed price. In this case, the proposal may be brought to the Commissioners at their next regularly scheduled meeting.
- I. A property may be returned to the original owner from which it was bequeathed without compensation from the owner, provided that no additional funding is required from the County, and the return is otherwise lawful.

VIII. Real Property Disposal Guidelines:

- A. Consistent with the County's Purchasing policies, in the event a County owned property is to be placed on the market for sale, the County shall issue an RFP and obtain a professional real-estate agent to list and market the property and an appraiser to conduct the property appraisal.
- B. Consistent with the Government Finance Officers Association (GFOA) the following shall apply:
 - i. Proposals should include a concept plan for any intended development, qualifications and experience of the proposer/developer, a business plan for the project, financing plan, an anticipated time schedule for development, evidence of financial strength and viability of investors, identification of any adjacent property proposed for inclusion in the project and an offer amount.
- C. A staff work group comprised of members of the Planning Department, Department of Equalization, Facilities Management, Finance Department, Parks and Recreation, and County Administration shall participate in the review process including the preparation, review, appraisal, and bid review process.
- D. The staff work group shall bring all bid proposals and review documents to the County Board for consideration following the closure of the 30-day posting timeline.
- E. The County Board is in no way obligated to act or accept a proposal which is received.

- IX. **Policy Review:** This Policy shall be reviewed at least every three years by the County Administrator or designee.



Memorandum

Grand Traverse County
Administration
400 Boardman Avenue
Traverse City, Michigan 49684
(231) 922-4780 Fax (231) 922-4636

TO: Board of Commissioners

FROM: Tom Menzel, County Administrator
Jennifer DeHaan, Deputy Administrator

DATE: February 24, 2017

SUBJECT: Strategic Planning Update

At the last meeting of the Board, Commissioner Cheryl Gore-Follette requested an update on the Strategic Plan and the various initiatives that are underway in support of that Strategic Plan. As a matter of background the following information is provided regarding the process as a well as an update regarding current efforts.

- January 23, 2017 – Proposed timeline and process for Board Strategic Plan distributed with Board meeting packet.
- January 28, 2017 – Board Strategic Planning Work Session
- February 2, 2017 – Draft of the Board Strategic Plan distributed to Commissioners
- February 15, 2017 – Board Meeting Review Resulted in No Changes to Draft Document; Gore-Follett requested update on initiatives at the March 1, 2017 meeting.
- February 24, 2017 – This memo is provided as an update

As noted at the February 15, 2017 meeting of the Board, the Strategic Plan is a living document that will continue to evolve and grow to identify the goals and objectives that are to be developed by Departments to achieve the Strategic Priorities of the Board. However, prior to reaching that process, the Board's direction was to include feedback from Department Directors regarding the draft of the Strategic Plan. As a result, staff of the Administrator's Office is working with John Amhrein of MSU Extension to schedule meetings with department directors to seek feedback regarding the draft Strategic Plan. The feedback received will be compiled and provided to the Board in March.

Since the formal start of this process (Jan 28) the momentum to create the Strategic Plan is strong and we are continuing to move forward. While many of Strategic Priorities are long-term, the County continues to work to achieve these regularly. With that said, the following is provided as a summary update regarding our current efforts to work towards achieving these Strategic priorities. Please note, that this does not reflect the work that is being completed by individual departments. Those specific departmental/functional area goals and objectives will be formally developed in conjunction with the departmental engagement process.

Priority: Be Fiscally Sustainable:

- The Fiscal Year 2017 budget was adopted as a balanced budget; the first in many years as it did not include any use of Fund Balance for the General Fund.
- County Administration and Finance continues its work to identify a palatable solution to the County's \$60+ million unfunded pension liability. We expect to provide a full report to the Board regarding options at their Special Work Session on March 29, 2017. County Administration is continuing to identify what would be required to extend the defined benefit plan unfunded pension liability amortization table, stabilize payments by the County, maintain services, and reduce the loss of pension assets which are invested.
- At the request of the Board, we are reviewing the options available for the hotel/motel surcharge and will be bringing this information and a recommendation back to the Board in April, if not sooner.
- The County continues to market the Keystone Property and the Whitewater Property and brought a purchase proposal to the Board at its meeting on February 15, 2017.
- Recognizing that the County did not have a policy in place for the acquisition and disposal of County owned property, the County Board will be presented with a policy on March 1, 2017 to guide this process.

Priority: Maintain and Invest in the County's Infrastructure

- Beginning in 2016, the Facilities Management department undertook building assessments to evaluate the condition of the County's facilities as no previous preventative maintenance or evaluative data existed in a comprehensive format. The first three buildings were completed in 2016 with three additional buildings being undertaken in 2017. A report from Facilities will be presented on March 15, 2017 during the departmental update.
- The Facilities Management Department has implemented and now tracks a work-order system that monitors the type of request received, the amount of time taken to fulfill the request, and will be adding in the amount of staff time to complete the request. This will assist the department in understanding the current needs of the County departments and the focused efforts that are necessary to provide sound management of the County's infrastructure.
- Facilities Management is also undertaking a lighting change-out that will save the County a significant amount of costs in energy efficiency. Cost savings from this initiative will be utilized for other necessary improvements.
- A capital investment plan will be presented to the Board later this year upon completion of the final inspections and evaluation of priority projects.
- After completion of the County's IT Audit which identified significant deficiencies in our IT infrastructure, we are currently working to develop a Strategic Plan that will guide the decision making as well as investment and replacement of our antiquated IT systems. This will provide the necessary framework to support efficient services to our citizens from County departments.

Priority: Be a Model Employer:

- The Human Resources Department is positioned to service County Departments' unique needs and continues to tailor service delivery to meet those evolving needs.
- The Human Resources Department has expanded new hire orientation/onboarding services and contributes to the development of an organizational employee training

initiative.

- The Human Resources Department has implemented processes and standards to ensure confidentiality of information for employees, which had previously been unattended to, and is incorporating metrics in measuring employee trends.
- The Human Resources Department is working with departments and the safety committee to explore services which had not previously been updated or provided to departments.
- The County continues its efforts to provide professionally specific services through a reorganized department. Unfortunately, another Personnel Specialist candidate, who was offered the position, has withdrawn. We will continue to review candidates for the position of personnel specialist. As it relates to the position of HR Director, since 2015 the County has completed five (5) rounds of local and national recruitment processes for our needs. As a result of the inability to find a qualified candidate that has the desired experience we are revisiting the structure of the department and creating a Deputy Director position, we are hopeful that by changing the requirements for the position, we can identify a suitable candidate to meet the departmental needs.

Priority: Protect Vulnerable Populations

- While work has been ongoing since 2016, at a special work session of the Board of Commissioners on February 8, 2017, by consensus of the Board, staff was directed to address the concerns at the COA by “Maintain Status Quo for now - w/ internal improvements.” As a result, we have immediately begun working to address concerns related to HIPAA, which were originally identified in 2014, and how the County can now become HIPAA compliant such that it is in compliance with the Agreement with Area Agency on Aging of Northwest Michigan. Additional efforts at the COA are ongoing.
- The County is currently recruiting for the COA Advisory Board which will provide professional expertise to the new Director which we will be announcing soon.
- The Veteran’s Affairs Department has developed a staffing proposal and strategy and will be working with Facilities Management to address the growing need for staff and space to operate. The Department will begin recruitment for these positions immediately.

Priority: Support Economic Development & Affordable Housing

- Previously the Board of Commissioners restructured the Economic Development Committee and their work is on-going.

Priority: Establish New Collaborative Partnership and Enhance Existing Partnerships

- A list of current and future collaborative partnerships is being developed and will be provided on an annual basis to the Board and the Community to recognize the partnerships that exist between our public and private sector partners.

Priority: Maintain Public Safety

- Efforts to be identified through Departmental discussions with appropriate staff and agencies.

Priority: Demonstrate Accountability and Transparency

- The Finance Department now posts monthly and quarterly financial reports which are included in the Board agenda packets and posted on-line on the County’s website.

- The Finance Department is developing a claims policy for consideration by the Board of Commissioners. This will be brought to the Board in March for consideration and adoption.
- The Finance Department continues its work to close-out the books for FY2016 in preparation for the annual audit process.

Priority: Engage Internal and External Stakeholders to Support a Strong Brand

- The County is becoming an active partner with MSU Extension to implement a pilot program to engage individuals in local government which will provide them with an educational and engagement opportunity.

c: Department Directors
GTC Website: Strategic Plan