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## **AGREEMENT**

This Agreement entered into under Act 379, Public Acts of Michigan, as amended, between Genesee County, a municipal body corporation of the State of Michigan, comprising the Genesee County Board of Commissioners; and the 7th Judicial Circuit Court; 67th Judicial District Court; Genesee County Probate Court, and the Genesee County Prosecutor, hereinafter referred to as the Employer, and Local Union 496, Chapters 00 and 01 affiliated with Council 25, and chartered by the American Federation of State, County and Municipal Employees (AFL-CIO), hereinafter referred to as the Union, expresses all mutually agreed covenants between the parties hereto.

## **PREAMBLE**

This Agreement has as its purpose the promotion of harmonious relations between the Employer and the Union, the establishment of an equitable and peaceful procedure for the resolution of differences and the establishment of rates of pay, hours of work and other conditions of employment.

The parties subscribe to the principle of equal opportunities and shall share equally the responsibilities for applying the provisions of this Agreement without discrimination as to age, sex, marital status, race, color, weight, height, disability, religion, national origin, political or Union affiliation.

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

The following constitutes an entire Agreement between the parties, and no verbal statement shall supersede any of its provisions. This Agreement embodies all the obligations between the parties evolving from the collective bargaining process and supersedes all prior relationships existing by past practices.

## **ARTICLE I - RECOGNITION - EMPLOYEES COVERED**

### **Section 1 - Bargaining Unit**

Pursuant to, and in accordance with, all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Employer does hereby recognize the Union as the sole exclusive representative for the purpose of collective bargaining with respect to the rates of pay, wages, hours of employment, and other conditions of employment during the terms of this Agreement for those employees including:

#### Local 496, Chapter 00, Clerical, Maintenance, Custodial

All regularly employed clerical, maintenance and custodial employees.

#### Local 496, Chapter 00, Clerical, Circuit Court

All regularly employed clerical employees.

#### Local 496, Chapter 00, Clerical, District Court

All regularly employed clerical employees.

#### Local 496, Chapter 00, Clerical, Probate Court

All regularly employed clerical employees.

#### Local 496, Chapter 01, Professional-Technical

All regularly employed professional and technical employees.

All regularly employed licensed practical nurses and registered nurses.

All regularly employed Kennel Attendants and Animal Control Officers.

Excluded from representation by the above mentioned bargaining units shall be elected and appointed officials, supervisors, confidential clerical employees, employees in the office of Human Resources, Judicial Administrative Secretaries, District Court Secretary-Recorders, Assignment Clerk/Office Manager, contract attorneys, referees, employees represented by other bargaining units and all other employees.

### **Section 2 - Co-Employers**

It is understood by the parties that all of the above bargaining units specified in Section 1 continue to retain their individual autonomy and certification status, as amended, under MERC. It is further understood by the parties that the Circuit Court, District Court, Probate Court and the County are recognized as four (4) separate Employers, and the Prosecutor is recognized as a Co-employer, under State statutes and existing case law.

For historical purposes the following MERC cases are being listed - R70 A-39, R70 C-90, R72 I-312, R78 I-440, R71A-27, R69 C-91, and R-70-439.

### **Section 3 - Membership**

The Employer will not interfere with or discriminate in any way against any employee in the above bargaining unit by reason of their membership in the Union or their activity on behalf of the Union or any other labor organization.

### **Section 4 - Powers of the Court**

The parties recognize the constitutional, statutory and inherent powers of the Court to manage their affairs, to administer justice and to run the business of the Courts. They further recognize the necessity that a Judge be able to maintain confidence in all employees on the staff or closely associated with the Judge.

### **Section 5 - New Classifications**

The Human Resources Director will provide written notification to the Local President, Chapter Chairperson, and Chief Steward of any new classification created by the Board of Commissioners. The notification will include a copy of the job description and salary rate, and the Employer determination of bargaining unit status, if any.

This notification will be tendered by certified mail or by personal delivery no later than thirty (30) calendar days after creation of the classification. If the Union disagrees with the bargaining unit status of the new classification, the Local President, Chapter Chairperson, or Chief Steward will provide written notification of said disagreement to the Human Resources Director by certified mail or personal delivery, no later than fifteen (15) calendar days after receipt of the above mentioned initial notification from the Human Resources Director. A Special Conference will then be scheduled by the Human Resources Director pursuant to the provisions of Article V. If the disagreement concerning the bargaining unit status of the new classification is not resolved at the Special Conference, either party may submit the matter to MERC for final determination. An unresolved issue of bargaining unit status for any new position will not preclude the Employer from filling the classification vacancy in question.

## **ARTICLE II - EMPLOYEE, UNION AND EMPLOYER RIGHTS**

### **Section 1 - Public Acts**

The employees and the Union as sole and exclusive bargaining representatives of the employees shall have the rights granted to them by Act 379 of the Michigan Public Acts of 1965, as amended, and by other applicable Michigan Public Acts.

### **Section 2 - Employer Rights**

The Employer, on its own behalf and on behalf of the public it serves, hereby retains and reserves unto itself, and its designated representatives when so delegated by it, all powers, rights, duties and responsibilities conferred upon and vested in it by the laws and Constitution of the State of Michigan and the United States. Among the rights of the Employer, included only by way of illustration and not by way of limitation, is the right

to determine all matters pertaining to the services to be furnished and the methods, procedures, means, equipment and machines to provide such service; to determine the size of the work force and to increase and decrease the number of employees retained; to hire new employees; to determine the nature and number of facilities and departments and their location; to adopt, modify, change or alter its budget; to establish classifications of work; to combine or reorganize any part or all of its operations; to maintain order and efficiency; to study and use improved methods and equipment and outside assistance either in or out of the Employer's facilities; to direct the work force; to assign work and determine the location of work assignments and related work to be performed; to determine the number of employees to be assigned to operations; to select employees for promotion or transfer to supervisory or other positions; to determine the number of supervisors; to make judgments regarding skill and ability and the qualifications and competency of employees; to establish training requirements for purposes of maintaining or improving the professional skills of employees and for advancement. The Employer shall also have the right to suspend, discipline or discharge employees for just cause; to establish and follow an orderly procedure to transfer, layoff and recall personnel; to establish reasonable work rules and to fix and determine penalties for violations of such rules; to establish and change work schedules and hours; to provide and assign relief personnel; and to continue and maintain its operations as in the past, provided, however, that these rights shall not be exercised in violation of any specific provision of this Agreement and, as such, they shall be subject to the Grievance and Arbitration Procedure established herein.

### **Section 3 - Practices**

It is not the intent of this Agreement to abridge or amend any mutually satisfactory practice currently in effect with regard to wages, hours and other terms and conditions of employment which is not superseded or prohibited by the provisions of this Agreement. However, it is further recognized that such practices may be subjected to modification or termination by the Employer due to new or differing modes of operation, economic feasibility, or other changing conditions. In such instances, if the Union and/or any affected employee considers such action to be unjust or unreasonable, the matter may be pursued through the grievance procedure.

## **ARTICLE III - UNION SECURITY AND UNION DUES**

### **Section 1 - Membership**

All employees who are members of the Union on the effective date of this Agreement or elect to become members during the term of this Agreement shall maintain their membership except as provided herein; employees may terminate their membership by notifying in writing the Employer and the Union of their desire to terminate said membership within fifteen (15) days of the expiration of this Agreement.

### **Section 2 - Dues**

Employees who are members of the Union shall, as a condition of continued employment, pay to the Union each pay period the dues and fees which have been certified to the Employer by the Treasurer of Local 496. The Employer agrees to deduct Union dues uniformly required each pay period. The amounts to be deducted shall be certified to the Employer by the Treasurer of Local 496, and the aggregate deductions of

all employees shall be remitted together with an itemized statement to the Financial Officer of Council 25.

### **Section 3 - Service Fee**

Any present or future employee who is not a Union member and who has not made application for membership, shall, as a condition of employment, pay to the Union each pay period a service fee equivalent to the amount of dues uniformly required of members of the Union. The Employer agrees to deduct the aforesaid service fees each pay period from the pay of the employees and pay the amount so deducted to the Financial Officer of Council 25.

### **Section 4 - Other Equivalent Fees**

Any employee who was or is covered by the collective bargaining Agreement and who, in any month paid neither dues nor equivalent service fee, shall pay a service fee equivalent to dues for that month and all months during which they were represented and paid neither dues nor service fees.

### **Section 5 - Hold Harmless**

With regard to the above Sections 1 through 4, the Union hereby agrees to hold the Employer harmless from any and all liability that may arise in consequence of the application of such clauses. Any requests by employees for actual or alleged overpayments shall be made directly to the Union through its Treasurer, within two (2) weeks of the actual or alleged over-payment.

In cases where Union dues are deducted in error from non-Union employees and are sent to the Union, the Union shall promptly refund any monies owed the employee upon presentation of proper evidence. Such presentation shall be made within two (2) weeks of the receipt of the check in which overpayment occurred.

### **Section 6 - New Unit Employee List**

The Human Resources Director will submit monthly to the Local Union President, Chief Stewards and Chapter Chairpersons, a written listing, by Chapter, of new bargaining unit employees. Thereafter, within thirty (30) calendar days the Local Union Treasurer will notify the Human Resources Director in writing of the agency fees or membership status of the new bargaining unit employees.

## ARTICLE IV - UNION REPRESENTATION

### Section 1 - Stewards

Employees in each of the individual bargaining units shall be represented by Stewards who shall be full-time employees working on the normal shift in that District, in accordance with the following schedule:

#### *Local 496, Chapter 00*

##### District #1

One (1) Steward: FOC, (County Administration Building)

##### District #2

Two (2) Stewards (Not from the same department): Register of Deeds Office, Emergency Management, Treasurer and all departments on the second and third floors (County Administration Building)

##### District #3

One (1) Steward: Prosecuting Attorney's Office in the Courthouse.

##### District #4

One (1) Steward: Circuit Court, County Clerk's Office and Cooperative Reimbursement

##### District #5

One (1) Steward: Sheriff's Department

##### District #6

One (1) Steward: Drain Commission, Cooperative Extension, Animal Shelter and Parks and Recreation

##### District #7

One (1) Steward: Probate and Family Court

##### District #8

One (1) Steward: McCree North Building and Burton Health Center

##### District #9

One (1) Steward: McCree South Building including Prosecutor's Office but excluding District Court

District #10

One (1) Steward: Maintenance Employees, Buildings and Grounds first shift

District #11

One (1) Steward: Maintenance Employees, Buildings & Grounds second shift and third shift

District #12

One (1) Steward: District Court

***Local 496, Chapter 01***

District #13

One (1) Steward: Controller, Management Information Services, F.O.C., Affirmative Action

District #14

One (1) Steward: Parks and Recreation

District #15

One (1) Steward: Planning, Sheriff, Land Bank Specialist

District #16

One (1) Steward: Public Health positions not assigned to another district.

District #17

One (1) Steward: Equalization including Land Records, Purchasing, Emergency Management, GIS

District #20 18

One (1) Steward: Nurses

District #19

One (1) Steward: Environmental Sanitarians and Accountants (Health Department)

District #20

One (1) Steward: Animal Shelter, Drain, Cooperative Extension

District #21

One (1) Steward: County Court House



## District #22

### One (1) Steward: 67<sup>th</sup> District Court

The number of stewards and districts as listed may be changed by mutual written agreement of the Union and Employer during the life of this agreement.

#### ***Alternate Steward***

The Union may also designate an Alternate Steward for each Steward listed above. An Alternate Steward's duties shall be the same as those of the Steward when the Steward is absent from work. No one shall be eligible to serve as a Steward or Alternate Steward unless he/she is an employee and until he/she has satisfactorily completed their probationary period.

#### ***Chief Steward***

The Union may also designate two (2) Chief Stewards (one [1] from each chapter) who will represent the Union at Special Conferences and at the Appeal Step and the Arbitration Step of the Grievance Procedure. Each Chief Steward shall serve as their counterpart's Alternate. This is in addition to other provisions contained in the contract. In addition, during their regularly scheduled working hours, the Chief Stewards will be permitted to investigate grievances appealed to the Appeal Step and Arbitration Step of the Grievance procedure, and to give advice to Stewards concerning contractual provisions.

## **Section 2 - Steward/Chairperson/President Release**

The Chief Stewards, Chapter Chairpersons, Stewards and Local President (if an employee of the Employer), shall be permitted to leave their work station, after the expiration of the first hour of their shift, to investigate and present grievances to the Employer, without loss of pay, after specifying to their Supervisor the purpose of their activity and recording their time on Form #124. (Note: The first hour of the shift limitation shall be waived if the subject matter of the grievance is disciplinary action). The Supervisor shall grant permission forthwith, for such representatives to leave their work station subject to necessary emergency exceptions. The above listed representatives will continue to be permitted to answer contractually related questions, without loss of pay, during working hours. The privilege of these representatives leaving their work station during working hours without loss of pay is subject to the understanding that time will be devoted to the proper processing of grievances, and/or performing other representational duties and will not be abused. Upon entering any County department in the fulfillment of their representational duties, the above listed representatives shall notify the Department Head or Departmental Supervisor of their presence and purpose. The above listed representatives will be permitted reasonable use of a telephone during working hours for the purpose of conducting legitimate Union business. When space is available, the Employer will attempt to find a private area where telephone conversations may take place.

### **Section 3 - Identification of Union Representatives**

The Union will furnish the Human Resources Department, in writing, with the names of all its authorized representatives who are employed within the unit, and any changes as may come 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 with which it may be dealing.

Likewise, the Human Resources Department will provide the Chief Stewards in writing each June, with a list of administrative and supervisory personnel in the various departments who will be involved in the grievance procedure for employees in the various individual bargaining units.

### **Section 4 - International/Executive Officer Attendance**

International and/or Council Executive Officers of the Union and/or their representatives are authorized to represent the Union at the appropriate step of the grievance procedure.

### **Section 5 - Steward Grievance**

Any Steward, Alternate Steward or Chief Steward, having an individual grievance in connection with their own work, may ask for a Chief Steward to assist them in adjusting the grievance with their supervisor.

### **Section 6 - Bargaining Committee - Addendum Bargaining**

Employees will be represented during negotiations by Addendum Bargaining Committees composed of the representatives indicated from each of the following bargaining units:

<u>UNIT</u>	<u>NUMBER</u>
Chapter 00	Three (3)
Chapter 01	Three (3)

### **Section 7 - Bargaining Committee Master Agreement**

Employees will be represented during negotiations by a Master Agreement Bargaining Committee composed of one (1) representative from each Chapter, the Local President if a member of Chapter 00 or 01, and the two (2) Chief Stewards for the express purpose of negotiating a Master Agreement. If the Local President is not a member of Chapter 00 or 01, one (1) additional member of either Chapter 00 or 01 may be designated by the Union.

## **Section 8 - Bargaining Committee Pay**

Members of the above Bargaining Committees will not lose pay for time spent during regular working hours in contract negotiations. Members of the above Bargaining Committees shall give notification to their Supervisor, in accordance with departmental practice, prior to leaving their workstation to attend negotiation sessions. Human Resources will notify affected departments of scheduled negotiation sessions.

## **ARTICLE V - SPECIAL CONFERENCES**

### **Section 1 - Procedure**

The Special Conference Procedure may be utilized if there is no grievance on the issue.

The Union President, Chief Steward, and Chapter Chairperson agree to attempt to resolve department specific issues at the department head or Court Administrator level, prior to requesting a Special Conference. Unresolved issues, or issues which cross department lines, may be referred to Human Resources. In that event, a special conference will be arranged between the Union President, Chief Steward or Chapter Chairperson and the Human Resources Director and the Court Administrator or Department Head if applicable, upon the request of either party.

### **Section 2 - Representatives**

Such meetings shall have no more than three (3) representatives of the Union and no more than three (3) representatives of the Employer.

When a Special Conference involves a Court employee, one (1) representative of the Employer shall be the Court Administrator or Court Department Head as applicable. Additional members may be in attendance at those conferences by mutual consent. Arrangements for each Special Conference shall be made in advance, and an agenda of the matters to be taken up at the meeting shall be presented, in writing, at the time the conference is requested.

Special Conferences shall be held at a mutually agreed upon time, and shall be limited to one (1) hour duration unless extended by the parties. The members of the Union will not lose pay for time spent during regular working hours in the Special Conference.

### **Section 3 - Scheduling/Synopsis**

When possible, Special Conferences shall be scheduled within fourteen (14) calendar days after the receipt of the request. The time limitations set forth in this Agreement for matters subject to the Grievance Procedure shall continue to be applicable despite a request for a Special Conference on the same subject, unless the parties mutually agree to the contrary in writing. Matters of a grievable nature, if not resolved in Conference, shall be moved to the appropriate step of the grievance procedure, such step being agreed to in writing by the Conferees.

Human Resources shall provide a written synopsis of the special conference within thirty calendar days of the meeting.

## **Section 4 - Union Meeting Period**

The Union representatives may meet at a place designated on the Employer's property for one-half (1/2) hour preceding the conference.

## **ARTICLE VI - GRIEVANCE PROCEDURE**

### **Section 1 - Grievance Definition**

A grievance under the terms of this Agreement is defined as a specific complaint or dispute regarding wages, hours and/or conditions of employment. It is mutually agreed that all grievances, disputes or complaints arising under and during the term of this Agreement shall be settled in accordance with the procedure herein provided.

### **Section 2 - Understanding**

An employee having a grievance, or one designated member of a group of employees having a grievance, shall present it to the Employer with the following understanding:

- a. The Employer and the Union agree that it is in the best interest of all concerned that grievances be settled as quickly and expeditiously as possible, making every effort to settle these matters at the earliest step of the grievance procedure.
- b. All parties agree that the question of grievances will be dealt with in a responsible manner, and that all grievances arising under and during the life of this Agreement shall be settled in accordance with the procedure herein provided.

### **Section 3 - Processing**

The Employer and the Union shall answer or appeal any grievance presented within the time limits, which may be extended by mutual agreement in writing.

### **Section 4 - Grievance Procedure**

A grievance must be presented in writing by the Steward within thirty (30) calendar days after its occurrence, or within 30 calendar days from when the Union became aware of a continuing grievance, in order for it to be a proper matter for the Grievance Procedure. However, in no event will any claim for back pay be valid for a period of more than thirty (30) calendar days prior to the date the grievance was first filed.

#### ***Step 1 - Oral Presentation***

Employees shall first specify the grievance orally to their Supervisor. Thereafter, employees may discuss the grievance with their Supervisor and/or the Steward may be requested by the employee to discuss the grievance with the Supervisor.

### ***Step 2 - Grievance in Writing***

If not resolved in this manner, it shall be submitted in written form, signed by the employee(s) and presented to the Supervisor. The Supervisor shall answer the grievance within five (5) working days of receipt.

### ***Step 3 - Department Head***

If the grievance is not satisfactorily resolved at Step 2, it may be appealed in written form to the Department Head within five (5) working days from the date the Supervisor's answer is due. The Department Head will render a decision in writing within five (5) working days.

### ***Step 4 - Appeal Step***

If the grievance is not resolved at Step 3, a written appeal may be given by the Union to the Genesee County Human Resources Director within five (5) working days after the Department Head's answer is due. The grievance will be scheduled at the first possible Appeal Step meeting when necessary attendees are available. Appeal Step meetings shall be scheduled on the second and fourth Thursday of each month. The Steward, Chief Steward, the Union's Council representative, and the necessary representatives of the Employer shall attend. Additional Union representatives may attend without loss of pay when arranged in advance through Human Resources. The Grievant shall attend if requested by the Union. If the grievance is resolved, a copy of the resolution will be sent to the parties. If not resolved, the Human Resources Director shall submit the Employer's final answer to the Union representatives within ten (10) calendar days following the date of the last Appeal Step meeting.

### ***Step 5 - Arbitration***

- a. The Union may request arbitration on any unresolved grievance within twenty five (25) calendar days after receipt, by the Chief Steward, of the Employer's final answer on the grievance.
- b. All such requests shall be in writing by registered or certified mail or personal delivery, addressed to the Human Resources Director and shall state the precise issue to be decided, and any specific portions of the Agreement which are claimed to be violated. If not so requested within the twenty five (25) calendar day period, the matter shall be considered settled on the basis of the final answer.
- c. Not more than one (1) grievance or dispute may be submitted in one (1) arbitration proceeding except by mutual agreement of the parties.
- d. If the parties are utilizing a mutually agreeable list of arbitrators, Human Resources will advise AFSCME Council 25 the name of the assigned arbitrator. AFSCME Council 25 must notify the arbitrator no later than sixty (60) calendar days after the arbitrator is assigned by Human Resources. Failure to notify the arbitrator within sixty (60) calendar days shall cause the Employer's potential liability to cease at that point.

If the parties are not utilizing a mutually agreeable list of arbitrators, the services of the Federal Mediation and Conciliation Service will be utilized. Within sixty (60) calendar days of requested arbitration to the Human Resources Director,

AFSCME Council 25 must notify the Federal Mediation and Conciliation Services to request a list of seven (7) arbitrators. Failure to notify the Federal Mediation and Conciliation Service within sixty (60) calendar days of requested arbitration shall cause the Employer's potential liability to cease at that point. If an Arbitrator is not mutually agreed to by the parties from such list, the parties shall alternately strike names from the list until one name remains. The Union shall have the first strike.

- e. After designation of the Arbitrator, a hearing shall be held as soon as practical and the Arbitrator shall issue an Opinion and Award. The decision shall be final and binding on the parties and the employee(s) involved, subject to any law or governmental regulation applicable thereto, including those under authority of Genesee County.
- f. The Arbitrator's fee, travel expenses, the filing fee and the cost of any room or facilities shall be borne equally by the parties, but the fees and wages of representatives, counsel, witnesses or other persons attending the hearing shall be borne by the parties incurring them, with the exception that the grievant, if a current employee on the active payroll, and one (1) Chief Steward shall not lose pay.

If more than one (1) grievant is involved in a particular grievance, the Union shall designate one (1) grievant who shall be covered by this provision for time spent during regular working hours in attendance at an arbitration hearing.

- g. The Arbitrator shall have no power to add to, subtract from, or modify, any of the terms of this Agreement. Neither shall he/she have power to establish or change any classification wage rate, to rule on any claim arising under an insurance policy or retirement claim or dispute, or to issue a ruling modifying any matter covered by a Statute or Ordinance.

No provision of this Agreement shall prohibit an Arbitrator from amending or modifying any disciplinary action.

## **Section 5 - Veterans' Preference Claims**

It is the intent of the parties to this Agreement that its terms and provisions shall be applicable to all employees included within the bargaining unit. Accordingly, the parties hereby agree that any employees who may come within the provisions of any legislative enactment entitling a military veteran to a preference in employment, or which establishes a procedure whereby the military veteran may challenge the Employer's determinations regarding the veteran's employment status will be required to, no later than Step 3 of the Grievance Procedure, elect in writing either the Grievance Procedure or the statutory remedy as the single means of challenging the Employer's determination. If the employee elects to pursue the statutory remedy, any grievance concerning the Employer's employment determination shall be considered withdrawn by the Union and further, shall not thereafter be a subject of any Arbitration proceeding.

## **ARTICLE VII - DISCIPLINARY PROCEDURES**

### **Section 1 - Guidelines**

Disciplinary action issued by the Employer will be for just cause. Disciplinary action shall include written reprimand, unpaid suspension and discharge. Employees will be tendered a copy of any disciplinary action entered into their personnel file within three (3) working days of the action taken. The Steward will also be tendered a copy. In imposing disciplinary action on a current charge, the Employer will not take into account any disciplinary action which occurred more than two (2) years previously. The Employer may impose disciplinary action on employees for errors or mistakes on their employment application, if such errors or mistakes give rise to a material misrepresentation by the employee in securing a position with Genesee County. Should the disciplined employee or the Union consider any disciplinary action improper, the matter shall be processed through the Grievance Procedure. Discharge grievances shall be filed at Step 4.

The Employer may utilize verbal counseling in cases not justifying disciplinary action. The written record of verbal counseling shall be identified as a counseling memorandum, shall be tendered the employee and shall be entered in the employee's personnel file. Counseling memorandums shall not be construed as disciplinary action. The Employer will not take into account any counseling memorandums which occurred more than two (2) years previously. Employees receiving counseling memorandums shall have the right to submit a written statement (up to five (5) sheets of 8 1/2 by 11 inch paper) explaining his or her position concerning the counseling memorandums, which will become a permanent part of the file and will be included whenever the file is displayed to a third party. The employee's written statement shall be attached to the counseling memorandum. Should the counseling memorandum be removed from the file, the employee's written statement shall also be removed.

Discipline records and counseling memorandums shall be removed from the employee's personnel file after four (4) years from date of issue. The Union understands the records will be maintained in a separate file in the Human Resources and may be utilized in litigation, arbitration and/or reporting requirements of any governmental agency.

### **Section 2 - Discussions/Leaving Premises**

A discharged or suspended employee will be allowed to discuss the discharge or suspension with their Steward, and the Employer will make available an area where this may be done in private before the employee is required to leave the property of the Employer. Upon request, the Employer or a designated representative will discuss the discharge or suspension with the employee and the Steward.

### **Section 3 - Discipline vs. Voluntary Quit Provisions**

The application of the provisions of Article IX, Section 7(c) are not to be construed as limiting the application of discipline with regard to absence without reasonable cause.

## **ARTICLE VIII - WORK RULES**

The Employer reserves the right to establish and change from time to time reasonable work rules governing the conduct of its employees and to determine disciplinary action for violation of such rules. The Employer shall provide written notice to the Chapter Chairperson and Chief Steward of the Chapter affected, prior to the effective date of the work rule. The Union shall have thirty (30) calendar days after receipt by the Chief Steward, to grieve the reasonableness of any such rules. Any grievance challenging the reasonableness of a rule shall be initiated at Step 4 of the Grievance Procedure.

## **ARTICLE IX - SENIORITY**

### **Section 1 - Chapter 00 and 01 Seniority Definition**

Chapter 00 seniority shall be defined as the length of an employee's continuous service within that individual bargaining unit within each separate Employer commencing with the employee's last date of hire. Chapter 01 seniority shall be defined as the length of an employee's continuous service in their current classification within each separate bargaining unit within each separate Employer commencing with their last date of hire in that classification. An employee's "last date of hire" shall be the most recent date upon which they commenced work. Employees who commence work on the same date shall be placed on the seniority list in alphabetical order of surnames at time of hire. Any seniority date thus established is primarily for layoff and recall purposes and may or may not be identical to the employee's anniversary date or date of continuous service dependent upon attendant circumstances.

Employees that move from one non-interchangeable seniority group to another within Chapter 01, shall retain seniority credited in the non-interchangeable seniority group but will not accumulate any further seniority when the employee leaves the group.

### **Section 2 - Probationary Period - Full-Time Employees**

All new full-time employees hired in each individual bargaining unit, but with the exception of employees in the Assistant Prosecuting Attorney classification, shall be considered as probationary employees for the first one thousand forty (1040) straight-time hours (twenty-six (26) weeks) of their employment, with the understanding that absence from work, other than paid holiday and paid, prior approved personal or vacation time, shall extend the probationary period accordingly. For employees in the Assistant Prosecuting Attorney classifications the probationary period shall be 3120 straight-time hours. Upon completion of the probationary period, the employee shall acquire seniority dated back twenty-six (26) weeks (78 weeks for Assistant Prosecuting Attorney classifications) from the day she/he completed the probationary period.

In addition, new employees hired as Assistant Prosecutor Trainees must gain admission to the bar within a one (1) calendar year period after their date of hire, or be subject to immediate termination as an unsatisfactory probationary employee.

### **Section 3 - Probationary Period - Part-Time Employees**

All new part-time employees hired in each individual bargaining unit, with the exception of employees in the Assistant Prosecuting Attorney classifications, shall be considered as



probationary employees for the first 1040 straight-time hours of their employment, with the understanding that absence from work, other than paid holiday and paid, prior approved personal or vacation time, shall extend the probationary period accordingly. Upon completion of this probationary period, the employee shall be credited 1040 seniority hours. For employees in the Assistant Prosecuting Attorney classifications the probationary period shall be 3120 straight-time hours. Seniority for part-time employees shall be maintained on a seniority hours basis. If a part-time employee moves to a full-time position, the seniority hours will be converted to the equivalent full-time seniority date and the employee will be appropriately placed on the full-time seniority list.

#### **Section 4 - Probationary Employee Representation**

There shall be no seniority among probationary employees. The Union shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment as set forth in Article I of this Agreement. However, the Union shall not represent probationary employees who have been disciplined or discharged, unless said discipline or discharge was for Union activity.

#### **Section 5 - Temporary Employees**

Temporary employees are defined as those employees hired into a position of a duration of less than ninety (90) calendar days. Under no circumstances will temporary employees be permitted to work in that status for ninety (90) calendar days or more without attaining probationary status of one month's duration. However, credit for temporary service will be accorded employees upon completion of the probationary period, for benefit and seniority purposes where feasible (except, for example, retirement and insurance benefits). These provisions shall not be utilized by the Employer to erode the bargaining unit through the hiring of consecutive or excessive temporary employees. All other provisions of this Agreement do not apply to temporary employees.

#### **Section 6 - Seniority List**

The seniority lists on the date of this Agreement will show the names and job titles of all employees of the units entitled to seniority.

The Human Resources Department will keep the seniority lists up-to-date at all times. On June 1st and December 1st, up-to-date copies of the seniority lists will be provided by the Human Resources Department to the Chief Stewards for all bargaining unit employees with the Local Union, and to the Chairpersons for the employees within each of their individual respective bargaining units.

During the month of June, the Employer will provide Michigan AFSCME Council 25 an updated list of represented employees showing their current address.

## **Section 7 - Loss of Seniority**

An employee's total seniority and classification seniority and his/her employment relationship with the Employer shall terminate for any of the following reasons:

- a. The employee quits, retires, or receives a pension, including a disability pension, under the Genesee County Retirement System.
- b. The employee is terminated or discharged and the termination or discharge is not reversed through the procedures set forth in this Agreement.
- c. The employee is absent for any three (3) consecutive working days without properly notifying the Employer. After such unreported absence, the Employer will send written notification to the employee by certified mail at his/her last known address that, because of the unreported absence, the employee is considered to have resigned (voluntary quit) and is no longer in the employ of Genesee County. In proper cases exceptions shall be made upon the employee producing convincing proof of his/her inability to give such notice.
- d. If the employee does not return to work on the date specified for recall from layoff as set forth in the recall procedure. In proper cases, exceptions shall be made upon the employee producing convincing proof of his/her inability to return as required.
- e. The employee fails to return on the specified date following an approved leave of absence, disability leave, vacation or a disciplinary suspension. In proper cases, exceptions shall be made upon the employee presenting convincing proof of his/her inability to return on the required date.
- f. The employee has been on layoff status for a period of three (3) years or the length of his/her seniority, whichever is less.
- g. The employee has been on disability leave for a period of three (3) years or for a period of time equal to the length of his/her seniority at the time such disability leave commences, whichever is less.
- h. The employee has been on Workers' Compensation leave for a period of four (4) years or for a period of time equal to the length of his/her seniority, at the time such Workers' Compensation leave commences, whichever is less.

## **Section 8 - Steward/President Seniority List Position**

Notwithstanding their position on the seniority list, the Chief Stewards, the Stewards and the Local President shall, in the event of a layoff of any type, be continued at work as long as there is a job in their bargaining unit classification within that Employer which they are capable of performing, and shall be recalled to work in the event of a layoff on the first open job classification in their bargaining unit within that Employer which they are capable of performing.

## ARTICLE X - LAYOFF AND RECALL

### Section 1 - Layoff Procedure

In the event a fiscal year budget is adopted by the Board of Commissioners which would result in the layoff of more than ten (10) non-probationary, bargaining unit members, the Employer and Union will meet to discuss alternatives to layoffs, such discussion to include the possibility of voluntary days off without pay. The layoff provisions of the collective bargaining agreement shall prevail unless mutually agreed otherwise by the parties.

The Employer may layoff employees whenever it deems such action to be necessary, including, by way of illustration only and not by way of limitation, a reduction in the work force due to a shortage of work or funds, the abolition of positions, material changes in departmental organization or for other reasons which are outside an employee's control. Whenever a reduction in the work force occurs, the following procedure shall be utilized:

- a. The Employer will determine the classification(s) being reduced within the individual bargaining units.
- b. Thereafter employees will be laid off in the following order within each classification being reduced:
  1. Temporary employees
  2. Probationary employees
  3. Part-time seniority employees
  4. Full-time seniority employees

No full-time seniority employees shall be laid off from the classification being reduced while there are temporary, probationary, or part-time employees being retained in that classification within that individual bargaining unit.

- c. In the event the Employer deems it necessary to layoff full-time seniority employees the following procedure will be utilized:
  1. When a specified classification within an individual bargaining unit within a separate Employer is being reduced, a classification seniority (as defined in Article IX, Section 1) comparison shall be made of all employees in the affected classification and the employees with the least classification seniority at the time of layoff shall be laid off, providing the employees being retained are capable of performing the available work. It is understood by the parties that in application of this section laid off employees in higher rated classifications within each separate bargaining unit will filter downward within that separate bargaining unit in line with their total seniority (as defined by Article IX, Section 1) into equal or lower rated bargaining unit classifications at the pay step giving the employee the least decrease in wages, and employees must be capable of performing the available work. Filtering downward is by classification within the department, then by classification and seniority within the Employer. In no event will employees in lower rated classifications filter upward to positions in higher rated classifications.

2. However, when the need arises to layoff an employee serving a promotional trial period, such employee shall be restored to the job classification and department from which he/she was promoted, and the layoff shall be in the manner prescribed above. Time served in the trial period shall be credited as though served in the lower classification should layoff occur in the lower classification.

However, when the need arises to layoff an employee serving a lateral transfer trial period, such employee shall remain in the job classification and department to which he/she was laterally transferred, seniority permitting, and layoff shall be in the manner prescribed in subsection (c.1.) above.

3. If the above "filtering down" provisions result in a lower rated position being made available to the employee bumping down, said employee will be required to make a decision to accept the lower rated classification or be placed on layoff status and submit same to the Human Resources Department within one (1) working day of initial notification of pending layoff from their current classification.
4. A supervisory, non-union, or exempt employee who had been promoted or transferred out of the bargaining unit prior to April 22, 1993 will retain bumping rights to the classification within the Employer he/she left to take said promotion or transfer, seniority permitting, in the event he/she is placed on layoff status or otherwise involuntarily reduced for other than disciplinary reasons. These bumping rights shall expire when the listed employee has been out of the bargaining unit for the length of his/her previous time spent in the bargaining unit (See Letter of Agreement). For this bumping purpose only, "seniority permitting" shall be defined as the previously accumulated seniority in the classification (Chapter 01) or bargaining unit (Chapter 00) in which they are exercising their seniority rights provided he/she is capable of performing the available work.

Subsequent to April 22, 1993, employees promoted or transferred outside the individual bargaining unit within that Employer will retain bumping rights to the classification within that Employer they left to take said promotion or transfer for a period of two (2) years or the length of their seniority, whichever is less.

## **Section 2 - Notification of Layoff**

Employees being laid off from the work force will receive seven (7) calendar days notice by personal contact, telephone call, or written communication prior to being laid off; but in any event confirmed, within the above time limits, in writing by certified mail to the employee's last known address. However, in circumstances where either due to employees returning to work without adequate notice from leaves of absence, or where there is a temporary lack of work due to facilities being inoperable (for example: fire, floods, tornados) the above mentioned seven (7) day notification requirement will be waived and only one (1) day notice will be required. The Chief Steward shall receive a list from the Employer of the employees being laid off on the same date the notices are issued to the employee.

### **Section 3 - Recall**

- a. When an individual bargaining unit work force is to be increased after a layoff, employees on layoff status (or in a reduced status in another classification) will be recalled in the reverse order of the layoff on a seniority basis providing the employee being recalled is capable of performing the available work. The names of employees on layoff status or in a reduced status in another classification shall be placed on a recall list, in order of their seniority, for recall to classifications from which the employees were laid off or reduced, or to other equal or lower rated bargaining unit classifications within that Employer of which they are capable of performing the available work, prior to new employees being hired.
- b. Notice of recall may be by personal contact, telephone call or written communication, but in any event will be confirmed by certified mail to the employee's last known address.
- c. Employees will be granted an extension of up to ten (10) working days from the date of recall notification to return to work. An employee desirous of such extension must make written request specifying the date of return to the Human Resources Department. Such request shall be made within three (3) working days of notification by certified mail of recall. However, employees granted such an extension will forfeit claim to any unemployment compensation during that extension period.
- d. Accepting a position in another bargaining unit will not affect an employee's recall rights.

### **Section 4 - Miscellaneous**

- a. When an employee is laid off or placed in a reduced status, he or she may report to the Human Resources Department on a designated date for the express purpose of updating their resume and/or qualifications as contained in their personnel file, and also to notify the Human Resources Department in writing with regard to the equal or lower rated classifications for which they wish consideration. The Employer shall not be liable for any claim of back wages due to an alleged failure to recall the employee to any vacancy in equal or lower paying classifications if the employee fails to report as outlined above.
- b. Once a laid off or reduced status employee has been offered a full time position or a temporary position known to be a duration of six (6) months or more, in his or her former classification and has refused that position, as confirmed in writing by the Human Resources Department, the employee's seniority rights for recall to their former classification shall be terminated.
- c. Any laid off employee declining a position in any equal or lower rated classification previously designated by the employee in writing as outlined in subparagraph (a) above, as confirmed in writing by the Human Resources Department, shall be placed at the bottom of the recall list to all positions except his/her former classification, and the Employer shall not be liable for any claim of back wages due to an alleged failure to recall the employee to any vacancy in an equal or lower paying classification. However, the Human Resources Department shall continue to consider the laid off employee, contingent on attendant

circumstances and the employee's availability for recall, for other position vacancies in equal or lower paying classifications, as they occur.

- d. It is understood by the parties that when a laid off employee declines any position (either in the same classification or in an equal or lower paying classification) being offered to them by the Human Resources Department, the employee may be jeopardizing potential unemployment compensation benefits under applicable state regulations.
- e. Employees recalled to equal or lower rated classifications shall serve a sixty (60) calendar day trial period to prove they are capable of performing the work. 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 their former status as a laid off employee.

## **ARTICLE XI - VACANCIES**

### **Section 1 - Posting**

Permanent job vacancies shall be posted in all departments within the separate Employer where the vacancy exists for a ten (10) calendar day posting period. Vacancies for which an eligibility list exists shall be posted for five (5) calendar days. Employees who are interested in filling a posted vacancy shall make written application to Human Resources within the posting period in order to be eligible for consideration for the vacancy.

### **Section 2 - Applications/Interviews**

The Department Head will not be obligated to consider an application from an employee during the employee's absence from work or during an employee's layoff from work, unless that employee submits the request in writing during the posted period. The Steward shall be allowed to submit a written request during an employee's authorized absence from work or during an employee's layoff from work, on behalf of the absent or laid off employee. It shall be the responsibility of the employee on an authorized absence from work or on layoff from work to submit a request in writing to the Steward to make application for specific posted positions in which the employee is interested. Employees will not be considered for any vacancy unless the employee will be available for work in the vacant position on the date said position is to be filled, or within a reasonable period of time thereafter, dependent on prevailing circumstances within that department.

A Department Head may reject an applicant for interview if the applicant has been interviewed for a position within that department during the preceding nine (9) months, or if the applicant has been selected and placed into any other posted vacancy during the preceding nine (9) months. Human Resources shall send a notice to the Governmental Operations Committee of the Board of Commissioners, listing any position still not filled by a department, twelve weeks from the closing of the posting. A copy of the notice will be sent to the Chief Steward of the affected bargaining unit.

Employees working in the same classification and department, where a vacancy is posted, shall not be eligible to apply, as the parties understand that it is a job assignment.

## **Section 3 - Selection Criteria**

### ***Chapter 01***

The Department Head will exercise final appointing authority for selection of employees under Section 1 and 2 above, subject to the following conditions:

- a. The employee meets the required knowledge, training and qualifications for the position as specified in the established job description, and considering the specific function of the vacancy.
- b. The personnel record of the employee, attendance records and the interview process. Counseling memorandums more than twenty-four months old shall not be considered for promotional purposes.
- c. The employee must be able to perform the essential functions of the job either with or without reasonable accommodation.
- d. The most senior applicant who meets the minimum qualifications shall be awarded the trial period unless the Department Head can establish that the selected applicant is more highly qualified for the vacancy.

### ***Chapter 00***

The Department Head will exercise final appointing authority for selection of employees under Section 1 and 2 above subject to the following conditions:

- a. The employee meets the required knowledge, training and qualifications for the position.
- b. Employees who have a disciplinary suspension on their record will not be eligible to apply for Chapter 00 vacancies for a one (1) year period following the issuance of the suspension. After the expiration of the one (1) year period, he/she will be eligible to apply for subsequent vacancies and will be eligible to be added to any existing "continuous eligibility list" for which the employee is qualified. Employees who have a written reprimand on their record will not be eligible to apply for Chapter 00 vacancies for a six (6) month period following the issuance of the written reprimand. After the expiration of the six (6) month period, he/she will be eligible to apply for subsequent vacancies and will be eligible to be added to any existing "continuous eligibility list" for which the employee is qualified.
- c. The employee must be able to perform the essential functions of the job either with or without reasonable accommodation.
- d. Subject to the provisions of Section 2, above, the Department Head will select one of the three (3) highest seniority applicants from an eligibility list for each vacant position authorized to be filled. If less than three (3) bargaining unit members are considered eligible for the vacancy, the Department shall select from those available.

In the event the first applicant selected declines the position, the Department will select between the remaining two (2), subject to Section 2, above. In the event the second applicant selected declines the position, the remaining applicant shall be

offered the trial period. In the event the third applicant selected declines the position, and there are remaining applicants on the initial eligibility list, the above procedure shall be repeated until the list is exhausted.

A declining applicant will be otherwise eligible for inclusion as one of the three (3) highest seniority applicants considered for the next vacancy in that classification.

If an employee declines to interview for any position, his/her position on the eligibility list will not be affected.

In the event the initial selected applicant vacates the position during the trial period, the Department will select from the remaining applicants that were interviewed, if any. In the event the second selected applicant vacates the position during the trial period, the vacancy will be re-posted if it is to be filled.

In the event there are no available qualified applicants, for a posted vacancy, the vacancy will be filled in accordance with contractually established posting procedures.

#### **Section 4 - Continuous Eligibility Lists**

Initial Continuous Eligibility List(s) will be established for a specific classification or classifications. Human Resources will determine which continuous eligibility lists shall be established. A qualified applicant will remain on the list(s) indefinitely, or until disciplinary suspensions or written reprimands preclude their eligibility, or until he/she requests in writing to be removed. It will be the employee's sole responsibility to re-apply for the list(s) after the time period bar for discipline has expired. New applicants may apply by contacting Human Resources.

If an employee declines to interview for any position, his/her position on the eligibility list will not be affected.

In the event there are no available qualified applicants on an eligibility list, the vacancy will be filled in accordance with contractually established posting procedures.

Word processing tests will be conducted as needed. Passing scores will be in effect indefinitely.

#### **Section 5 - Oral Interview Observer**

Whenever oral interviews are utilized, a non-participating Union observer shall be present. The Union observer shall be a Local 496 bargaining unit member. However, within a Court Employer, the non-participating Union observer shall be a bargaining unit member employed in that Court, when possible. Prior notification in writing shall be furnished to the Employer by the Union concerning the identity of the non-participating Union observer.



## **Section 6 - Trial Period**

The employee who is selected shall serve a ninety (90) calendar day trial period to prove he/she is capable of performing the work. At any time during this trial period the employee may on his/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, 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 selected without loss of seniority from that former classification.

When an employee is selected for a new classification, he/she shall retain seniority status in the former classification for the duration of the trial period. Upon successful completion of the trial period, seniority in the new classification shall accumulate effective the date of the initial transfer into the new classification.

Employees serving a trial period will be evaluated in writing by the Employer each month of the trial period. Upon receipt of the written evaluation(s) the employee may respond in writing concerning the evaluation to the Employer. The response shall be attached to the evaluation. Any such response shall be on one (1) 8 1/2" x 11" sheet of paper in reasonably acceptable form.

## **Section 7 - Promoted/Upgraded Employee - Pay Step/Anniversary Date**

In the event that an employee is promoted (e.g. selected for a position that has a higher ending rate than the employee's current classification), the employee shall receive the rate of the new classification at the earliest step which will result in an increase in salary rate. However, the first step of the salary range shall not be utilized for promotional step increases, unless the employee being promoted is currently at the first step of the classification from which they are being promoted. The employee shall retain his/her current anniversary date when promoted.

An employee promoted from the top step of his/her then current salary range, shall establish a new anniversary date six (6) months from the effective date of the employee's promotion into the higher rated classification. The employee will be eligible for merit increases annually thereafter, until reaching the end of the salary range.

In the event a seniority bargaining unit employee is laid off and filters down to a lower classification, and subsequently is promoted to a position that is higher-rated than the classification from which he/she was laid off, he/she shall be paid at the first step of the new classification that is higher than the current rate of the step the employee was at in the classification from which he/she was laid off, provided he/she is promoted within two (2) years of the layoff.

## **Section 8 - Temporary Vacancy**

If the Human Resources Department initially determines that a vacancy is for thirty (30) calendar days or less, the said vacancy shall not be subject to the recall provisions of Article X, and may be filled by the Employer with contractual services or with temporary employees, regardless of the eventual length of the leave of absence.

If the vacancy is initially determined by the Human Resources Department to be in excess of thirty (30) calendar days then the provisions of Article X, Sections 3 and 4 or Article XI shall apply. The Employer may fill said vacancies with contractual services or with temporary employees for both the promotional posting period and also during the open selection process, consistent with the ninety (90) day provisions of Article IX, Section 5.

An employee selected to fill a temporary vacancy, initially determined by Human Resources to be in excess of thirty (30) calendar days, shall (as well as the employee on said authorized leave) be governed by the applicable provisions of Article XII, (Section 12) or Article XVIII (Section 4). The employee granted the temporary vacancy in question shall retain the right to apply for and be considered for permanent vacancies throughout the bargaining unit.

Any employee selected temporarily to a position involving a change of seniority status to fill a vacancy due to an authorized Leave of Absence, shall retain seniority status in their former classification for a period of one (1) calendar year. Thereafter, the selection shall become a permanent selection and the employee shall accumulate seniority back to their original date of entry into that classification.

If during the period of time an employee is selected for any temporary vacancy, a reduction in the workforce occurs that would have affected the former permanent incumbent in said temporary vacancy, such reduction in the workforce shall take place in the same manner as if the former permanent incumbent was working in the position in question.

If the employee on Leave of Absence terminates employment with Genesee County anytime within the first calendar year of the leave, then the here to fore temporary vacancy becomes a permanent vacancy. The employee's temporary selection then becomes permanent, if that employee has successfully completed the trial period. If the employee on leave returns from leave within one (1) year from the date such leave commenced, the employee in the temporary vacancy created by the original employee going on leave of absence, as well as any employee secondarily selected or granted a lateral transfer, automatically reverts back to the classification and Department they formerly held, prior to the Leave of Absence commencing. If the employee on leave returns after having been on such leave a period of time greater than one (1) year, the employee will be initially placed in the same classification the employee held prior to the leave, seniority permitting, and thereafter, if necessary, the provisions of Article X (Layoff Procedure) will be applied.

## **Section 9 - Examinations And Performance Tests**

Written examinations and performance tests must be approved by Human Resources prior to implementation. When written examinations or performance tests are developed for vacancies within the bargaining unit, the parties shall enter negotiations regarding implementation and application of these new selection devices at the request of the Union. This shall not cause an unreasonable delay in the filling of vacancies. Written examinations or performance tests for persons being hired from the public are not subject to negotiations.

## **Section 10 - Part-Time Employee Applications**

Applications for vacancies will be accepted from part-time employees who are otherwise eligible at the time of the initial posting of a vacancy within the bargaining unit. Seniority part-time employee applications will be considered only after the applications of seniority full-time employees and prior to probationary employee applications. Part-time seniority for the purpose of filling vacancies shall be the total number of hours accumulated within the bargaining unit. All other provisions of Article XI shall apply.

## **Section 11 - Probationary Employee Applications**

Full time and part time probationary employee applications will be considered next, prior to the positions being posted outside the bargaining unit. Probationary employees are not eligible if the vacancy is in the same classification in the same department, which would be a job assignment, unless such opportunity will result in a status change from part time to full time, even if within the same classification within the same department.

The Department Head will have the option of selecting or not selecting any of the probationary applicants before considering candidates from the public. The Department Head's decision is not subject to any review or grievance as such employees are probationary.

If selected, probationary employees will be paid at the beginning pay step of the new position and will not have the option to return to the former position that is afforded seniority employees during the trial period.

Whether selected for the permanent vacant position inside or outside of the department where the employee is a probationary employee, the employee must complete a new full probationary period in the new position before attaining seniority. At the conclusion of this new probationary period, such employee will have his/her seniority date adjusted back to include all time worked as a probationary employee for the County.

## **Section 12 - Voluntary Demotion Employee Pay**

In the event an employee is selected for a vacancy that results in a voluntary demotion (e.g. selected for a position that has a lower ending rate than the employee's current classification), the employee shall receive the rate of the new classification which is closest to his/her current classification's rate of pay, but not higher.

## **Section 13 - Open Selection**

In instances where vacancies are unable to be filled through the above procedures, the vacancies will be filled through the established open selection procedures.

## **ARTICLE XII - LEAVE OF ABSENCE**

### **Section 1 - Procedure for Requesting Leaves**

A leave of absence, as provided for in this Article, is a written authorized absence from work granted by the Employer. Requests for a leave of absence shall be submitted in writing by the employee to the Department Head at least ten (10) working days in advance, except in emergency situations. The request shall state the reason for the leave of absence; the exact date on which the leave begins; and the exact date on which the employee is to return to work. Authorization or denial for a leave of absence request shall be furnished to the employee in writing by the Employer. Additional requirements for specific leaves are included in the following sections dealing with the specific leave.

Failure to return to work on the date scheduled shall be cause for termination subject to the provisions of Article IX, Section 7. Extension beyond the return date designated on the original leave of absence may be granted. Approval or denial shall be furnished in writing to the employee by the Department Head. Written application for an extension must include the reason for the extension; the exact revised date on which the employee is to return to work; must be made at least ten (10) calendar days prior to the expiration date of the original leave of absence (except in those instances where it is not possible to meet the ten day requirement); and must be consistent with any specific eligibility and time limit requirements listed in the following sections dealing with that specific leave. Prior to the approval or denial, a thorough investigation will be conducted, whenever necessary.

Leaves of absence are to be used for the purpose intended and employees shall make their intent known when applying for such leaves. Employees shall not accept employment elsewhere while on leave of absence, unless agreed to by the Department Head. Acceptance of employment or working for another employer without prior approval while on a leave of absence shall result in immediate termination of employment.

### **Section 2 - Military Leave**

- a. Any employee shall be granted an unpaid military leave of absence if they are currently employed by the Employer in other than a temporary position and are inducted into the Armed Forces of the United States, either voluntarily or involuntarily, or a paid military leave of absence if they are called to active service as members of a Reserve Component for the purpose of training for a period of time not to exceed ten (10) working days.
- b. Employees inducted into the Armed Forces of the United States either voluntarily or involuntarily, shall, upon completion of such service, be reinstated to their former position or to a position of like seniority, status and pay providing that the individual does not serve for more than four (4) years plus a one (1) year

additional voluntary extension of active duty if this additional service is at the request and for the convenience of the Government (and plus any involuntary service) and further providing that the individual be honorably discharged and be mentally and physically qualified to perform the former position or if he/she is disabled during military service and cannot perform the duties of the former position, the employee may be entitled to the nearest comparable job they are qualified to perform. Application for re-employment must be made within ninety (90) days after completion of military service or from hospitalization continuing after discharge for a period of not more than one (1) year.

- c. Employees who are members of a Reserve Component in the military service and are called to active duty for the purpose of training, shall be entitled to a leave of absence in addition to their annual vacation leave from their respective duties. Employees shall be paid the difference between all military compensation paid to the employee excluding travel allowance for a period of time and their regular wage for the same period of time not to exceed ten (10) working days in any calendar year. To receive such payment, employees must present verification of monies received during this training. Any additional time that an employee may be required to attend military meetings will not be compensated by the Employer, nor will the employee receive any benefits other than insurance coverage for additional time required to be taken under this section.
- d. An employee shall not lose seniority while on military leave and the period between his/her release from the service and his/her return to work.
- e. Employees who are called for a pre-induction physical for the Armed Services are to be granted pay for the day of the physical. Employees must request personal time or time without pay for time other than the day the physical is actually given or any succeeding physicals that may be required.
- f. Employees on military leave are not eligible to continue insurance coverage except for those individuals who are called to active duty as Reservists as outlined in Section c.
- g. Employees other than Reservists as outlined in Section c. who return from military leave shall commence to accrue benefits at the levels they would have received had they not entered service provided they meet all the provisions contained herein. In no case shall employees, other than those outlined in subsection c above, continue to accrue benefits while on military leave.
- h. An employee shall not lose credited service under the Defined Contribution Retirement Plan while on military leave. Employees may elect to make back contributions to the plan upon their return to work within the established time frame of applicable law regarding such payment.
- i. An employee who is called to active military service, known to be lasting longer than two weeks, shall have the opportunity to cash-in accumulated vacation time provided the employee's accumulated time is in excess of 40 hours.

Upon the initial separation of employment, the Employer shall pay a maximum of 40 hours of vacation time to the employee, and deduct the identical amount of hours from the employee's accumulated vacation time bank.

Thereafter, for each 60 calendar day period the employee remains on active military leave, the Employer will cash out an identical amount of hours as described in paragraph 2 above, until the employee's vacation leave bank reaches 40 hours. At that point, no further cash-in shall be allowed.

Each employee who chooses this cash-in option shall be required to sign a written authorization stating the amount of hours, up to 40, to be cashed-in during each cash-in period

### **Section 3 - Jury Duty Leave**

- a. Any employee other than a temporary employee shall be granted a leave of absence with pay when they are required to report for jury duty. The employee shall give the Employer prior notification of their jury duty if at all possible. Employees shall be paid the difference between any jury duty compensation they receive and their regular wages for time necessarily spent in jury service. Employees shall be paid on the next regularly scheduled payday for each full day or half day of jury service, whichever is applicable. Employees who complete jury duty prior to the end of the work day shall return to their regular work station for the remainder of the work day.
- b. If any problem arises with regard to the work schedule of a second or third shift employee required to serve jury duty, the parties will meet as soon as possible to arrange a reasonable work schedule for said employee during the jury duty period. This meeting will be attended by the Department Head and/or Supervisor, the Human Resources Director, the Chief Steward, the Steward and the employee.
- c. Probationary employees shall have their probationary period extended by the length of time they are on jury duty leave. Employees eligible to receive insurance benefits shall continue to receive those benefits while on jury duty leave. Seniority (reference Article IX, Section 1) and continuous service for the purpose of benefit accrual rates and benefit accumulation shall continue for an employee while on an authorized, paid jury duty leave of absence.

### **Section 4 - Court Leave**

- a. Any employee other than a temporary employee required by the Employer to appear before a court or tribunal on any matters related to their work with the Employer, shall be granted a leave of absence with pay for the period during which they are required to be absent from work. The employee shall give the Department Head prior notification of their court appearance if at all possible. Employees shall be paid on the next regularly scheduled payday for each full day or half day of court service, whichever is applicable, after endorsing the court duty check(s) and attaching the check(s) to the time sheet. Employees who complete court duty prior to the end of the work day shall return to their regular work station for the remainder of the work day.
- b. If any problem arises with regard to the work schedule of a second or third shift employee required for court duty, the parties will meet as soon as possible to arrange a reasonable work schedule for said employee during the court duty

period. This meeting will be attended by the Department Head and/or Supervisor, the Human Resources Director, the Chief Steward, the Steward and the employee.

- c. Probationary employees shall have their probationary period extended by the length of time they are on court leave. Employees eligible to receive insurance benefits shall continue to receive those benefits while on court leave. Seniority (reference Article IX, Section 1) and continuous service for the purpose of benefit accrual rates and benefit accumulation shall continue for an employee who is on an authorized, paid court leave of absence.

## **Section 5 - Union Educational Leave**

- a. Leave of absence without pay shall be granted to any employee with 2080 straight-time hours or more of service, who is elected or selected by the Union to attend educational classes or conventions conducted by the Union.
- b. The number of employees on Union educational leave will not exceed the number indicated in the following schedule:

<u>Unit</u>	<u>Number of Employees</u>
Chapter 00	5
Chapter 01	5

The number of employees on Union educational leave will not exceed more than one (1) from any department, unless approved by the department head. The number of working days for any one employee will not exceed twenty (20) in any one (1) calendar year.

- c. Seniority (reference Article IX, Section 1) and continuous service for the purpose of benefit accrual rates shall continue for an employee on an authorized union educational leave of absence.
- d. The Union must notify Human Resources, at least seven (7) calendar days in advance, of the names of members who will be attending education classes or conventions. Such employees will be paid by the Employer, as described above, using the payroll code for Paid Union Business. Local 496 will reimburse the Employer for the total gross wages of each employee.

## **Section 6 - Union Business Leave**

- a. Leave of absence without pay shall be granted to any employee elected to any Union office or selected by the Union to do work which takes them from employment with the Employer. Such employees shall be eligible after having completed 2080 straight-time hours of service.
- b. Not more than one (1) employee from each of the Chapters (00 and 01) shall be eligible for such leave at any one time.

- c. Such leave shall not exceed three (3) years or the term of office whichever is shorter. However, this leave may be extended by mutual agreement of both parties.
- d. Employees on such leave shall be required to give the Employer at least ten (10) working days prior notice before the leave will be granted and at least ten (10) working days notice prior to returning to County employment from the leave.
- e. Seniority (reference Article IX, Section 1) and continuous service for the purpose of benefit accrual rates shall continue for an employee on an authorized union business leave of absence for the duration of said authorized leave.

Employees on such leave will also accumulate retirement credit, statutory requirements permitting, if the employee submits both the Employer and employee contributions on a monthly basis.

### **Section 7 - Administrative Union Business Leave**

- a. Leaves of absence without pay shall be granted to the Local Union President and/or the Chapter Chairperson, to perform administrative duties limited to internal Union business or functions, which takes them from employment with the Employer. Such employees shall be eligible after having completed 2080 straight-time hours of service.
- b. Not more than one (1) employee from each of the Chapters (00 and 01) shall be eligible for such leave at any one time.
- c. Such leave shall not exceed ten (10) working days of which no more than five (5) shall be consecutive working days per individual per year.
- d. Employees on such leave shall be required to give the Employer at least five (5) working days prior written notice before such leave will be granted.
- e. Seniority (reference Article IX, Section 1) and continuous service for the purpose of benefit accrual rates, shall continue for an employee on an authorized short-term administrative union business leave of absence for the duration of said authorized leave.
- f. The Union must notify Human Resources, at least seven (7) calendar days in advance, of the names of members who will be attending to administrative duties. Such employees will be paid by the Employer, as described above, using the payroll code for Paid Union Business. Local 496 will reimburse the Employer for the total gross wages of each employee.

### **Section 8 - Bereavement Leave**

- a. When death occurs in an employee's immediate family as defined below, the employee upon request will be excused for any of the first four (4) scheduled working days immediately following the date of death provided they attend the funeral or memorial service, also providing that any minor holidays which occur during the four (4) day period of bereavement leave shall be counted as one (1) or



more of the days of the four (4) day bereavement leave, with the understanding that in no event will the bereavement leave provided be extended as the result of a minor holiday. In addition, in cases where more than four (4) working days occur between the date of death and the funeral or memorial service, the bereavement leave can be adjusted to encompass any four (4) consecutive, scheduled work days in conjunction with the funeral or memorial service provided that the employee attends the funeral or memorial service.

The immediate family for purposes of this section is defined as the employee's current spouse, current spouse's parent, current spouse's step-parent, employee's parent, step-parent, child, and step-child.

- b. When death occurs in an employee's immediate family as defined below, the employee upon request will be excused for any of the first three (3) scheduled working days immediately following the date of death provided they attend the funeral or memorial service, also providing that any minor holidays which occur during the three (3) day period of bereavement leave shall be counted as one (1) or more of the days of the three day bereavement leave, with the understanding that in no event will the bereavement leave provided be extended as the result of a minor holiday. In addition, in cases where more than three (3) working days occur between the date of death and the funeral or memorial service, the bereavement leave can be adjusted to encompass any three (3) consecutive, scheduled work days in conjunction with the funeral or memorial service provided that the employee attends the funeral or memorial service.

The immediate family for purposes of this section is defined as the employee's uncle and his current spouse, grandparent, grandchild, brother, sister, aunt and her current spouse, current spouse's grandparent, current brother-in-law, current sister-in-law, current son-in-law and current daughter-in-law.

- c. Bereavement leave does not apply to employees who have less than 520 straight-time hours of service.
- d. Employees excused from work under this provision shall, after making written application, receive the amount of wages they would have earned by working during straight-time hours on such scheduled days of work for which they are excused.
- e. Employees may be granted additional time off for travel or otherwise by use of earned vacation or personal days upon approval of their Supervisor or Department Head.
- f. Seniority (reference Article IX, Section 1) and continuous service for the purpose of benefit accrual rates and benefit accumulation shall continue for an employee who is on an authorized, paid bereavement leave of absence.

## **Section 9 - Retirement Commission Business Leave**

- a. Leaves of absence with pay shall be granted to elected members of the Genesee County Employees Retirement Commission to attend retirement related seminars which require attendance away from the work site. Such employees shall be eligible after having completed 2080 straight-time hours of service.

- b. Not more than one (1) employee from any department shall be eligible for such leave at any one time.
- c. Such leave shall not exceed ten (10) working days of which no more than five (5) shall be consecutive working days per individual per year.
- d. Employees on such leave shall be required to give the Employer at least five (5) working days prior written notice before such leave will be granted.
- e. Seniority (reference Article IX, Section 1) and continuous service for the purpose of benefit accrual rates, shall continue for an employee on an authorized short-term retirement commission business leave of absence for the duration of said authorized leave.

### **Section 10 - Educational Leave**

- a. Leaves of absence without pay may be granted to employees wishing to further their education in a job related field. Such employees shall be eligible to apply for educational leave after having completed 2080 straight-time hours of service.
- b. Educational leaves may be granted for a maximum of two (2) years. This leave may be extended by mutual agreement of both parties.
- c. Employees will not be eligible for Educational Reimbursement while on educational leave.
- d. Seniority (reference Article IX, Section 1) and continuous service for the purpose of benefit accrual rates shall continue for an employee on an authorized educational leave of absence for the first thirty (30) calendar days of such leave. Upon return from a leave of absence lasting longer than thirty (30) days, an employee's seniority date, benefit accrual rates and benefit dates will be adjusted forward to take into account the length of the employee's absence, provided however, that the employee shall be given credit on his/her seniority date and benefit eligibility dates for the first thirty (30) calendar days of his/her absence.

### **Section 11 - Personal Leave**

- a. A personal leave of absence without pay may be granted employees with at least 520 straight-time hours of service by the Department Head.
- b. Employees may be required to exhaust accumulated personal time prior to going without pay. However, if so requested in writing to the Human Resources Department at least ten (10) calendar days in advance of said leave, the employee going on personal leave may reserve twenty-eight (28) hours or their then current amount of accumulated personal time, whichever is less.
- c. Personal leave shall not exceed one (1) calendar year.
- d. Seniority (reference Article IX, Section 1) and continuous service for the purpose of benefit accrual rates shall continue for an employee on an authorized personal

leave of absence for the first thirty (30) calendar days of such leave. Upon return from a leave of absence lasting longer than thirty (30) days, an employee's seniority date, benefit accrual rates and benefit dates will be adjusted forward to take into account the length of the employee's absence, provided however, that the employee shall be given credit on his/her seniority date and benefit eligibility dates for the first thirty (30) calendar days of his/her absence.

- e. The Department Head in considering request for personal leave will take into consideration the nature of the reason for the request. Priority among those applying shall be given to those employees requesting personal leave for family illness, child rearing, or emergency type situation.

## **Section 12 - Return From Leave**

Employees returning to work from an authorized leave of absence within one (1) year from the date such leave commenced will resume work in the same classification and Department they held immediately prior to the leave. If an employee returns to work from a leave of absence which is authorized to last longer than one (1) year after having been on such leave for a period of time greater than one (1) year, the employee will be initially placed in the same classification the employee held prior to the leave, seniority permitting, and thereafter, if necessary, the provisions of Article X (Layoff Procedure) will be applied. The time periods set forth in this Section shall be calculated on a consecutive basis for multiple leaves of absence unless an employee returns to work for a period of fourteen (14) consecutive calendar days between the end of one (1) leave period and the commencement of another leave period, in which latter case the time periods shall be calculated separately for purposes of this Section. This Section shall not apply to military leaves of absence.

## **ARTICLE XIII - LONGEVITY COMPENSATION**

### **Section 1 - Compensation Period**

Longevity compensation will be granted to employees upon completion of seven (7) years of service with the County and additional increments will be paid at three (3) year intervals thereafter up to and including the nineteenth (19th) year of service.

### **Section 2 - Continuous Service Definition**

Longevity compensation is based upon total, continuous\* length of service with the County and does not relate to the length of time served in a particular classification, office or department.

\*Continuous service -- Authorized leave of absence or layoffs, which do not exceed one (1) year, will not constitute a break in service. However, time off will be subtracted in computing the length of eligible increment time. Separation due to resignation or dismissal constitutes a break in continuous service.

### **Section 3 - Longevity Increments**

For employees hired prior to May 24, 2005, longevity compensation will be paid to employees who have served the equivalent of seven (7), ten (10), thirteen (13), sixteen (16) and nineteen (19) years of service. Longevity increments shall be calculated as follows:

2% of the annual rate upon completion of seven (7) years of continuous full-time service.

4% of the annual rate upon completion of ten (10) years of continuous full-time service.

6% of the annual rate upon completion of thirteen (13) years of continuous full-time service.

8% of the annual rate upon completion of sixteen (16) years of continuous full-time service.

10% of the annual rate upon completion of nineteen (19) years of continuous full-time service.

For employees hired on or after May 24, 2005, longevity compensation will be paid to employees who have served the equivalent of seven (7), ten (10), thirteen (13), sixteen (16) and nineteen (19) years of service. Longevity increments shall be calculated as follows:

1% of the annual rate upon completion of seven (7) years of continuous full-time service.

2% of the annual rate upon completion of ten (10) years of continuous full-time service.

3% of the annual rate upon completion of thirteen (13) years of continuous full-time service.

4% of the annual rate upon completion of sixteen (16) years of continuous full-time service.

5% of the annual rate upon completion of nineteen (19) years of continuous full-time service.

### **Section 4 - Military Leaves**

Time spent on military leave (not to exceed four (4) years unless otherwise provided by statute) will be used in computing continuous service for longevity only.

## **ARTICLE XIV - HOURS OF WORK AND PREMIUM HOURS**

### **Section 1 - Work Period**

The work period consists of eighty (80) hours per bi-weekly pay period. The normal workweek is Monday through Friday, 8:00 a.m. to 5:00 p.m. with the exceptions of those departments requiring six (6) or seven (7) day operations or unless stated otherwise in

this Article. Such normal workweek constitutes a mutually satisfactory practice in accordance with the provisions of Article II Section 3 of this Agreement.

## **Section 2 - Breaks/Lunch**

Employees are allowed two (2) paid fifteen (15) minute breaks per day and an unpaid lunch period of either 30 minutes or 60 minutes. One (1) break is to be taken in the first half of the shift and the other in the second half of the shift. Breaks and lunch periods are to be taken at a time scheduled by the Employer to allow for the continuous and effective operation of the department.

## **Section 3 - Overtime**

a. All employees shall be required to work reasonable amounts of overtime upon request (reference February 15, 1974 Arbitrator's Opinion and Award between Genesee County Friend of the Court and Local 496 Clerical and Maintenance Employees AFSCME). Overtime must be authorized by the Department Head or designated representative. When, in the judgment of the Employer overtime is required, the Employer will endeavor to distribute such overtime work in an equitable fashion.

b. Time and one-half (1 1/2) will be paid under any of the following conditions except as modified by any existing flex time agreements:

1. Daily: All work performed in excess of eight (8) hours in a work day.
2. Periodically: All work performed in excess of forty (40) hours per work week.

c. Compensatory Time

When mutually agreed upon in writing by the Employer and the employee, compensatory time instead of cash payment for overtime will be permitted. Compensatory time off shall be accumulated at time and one-half (1 1/2). An employee will be permitted to accumulate no more than one hundred twenty (120)\* hours of compensatory time. Any hours earned in excess of the one hundred twenty (120) hour balance shall be paid at the applicable overtime rate. Compensatory time off will be scheduled consistent with the Department Head's prior approval, who will consider both the wishes of the employee as well as the efficient operation of the department concerned. Upon termination of employment an employee shall be compensated in wages for all unused accumulated compensatory time consistent with the Fair Labor Standards Act.

\*Note: 80 overtime hours equals 120 hours of compensatory time.

d. Upon request of an employee, the employee's normal schedule may be amended by the Employer to allow for flex-time for periods less than three (3) days.

#### **Section 4 - Continuous Six/Seven Day Operations**

Employees assigned to work in continuous six (6) and/or seven (7) day operations who are scheduled to work on Saturdays and/or Sundays shall be paid time and one-half (1 1/2) for work on these days only for time worked in excess of eight (8) hours per day or in excess of forty (40) hours in the employee's scheduled work week. The following departments currently have continuous six (6), and/or seven (7) day operations and accordingly, bargaining unit employees may be assigned to work within these continuous operations:

Animal Shelter - Animal Control Officers and Kennel Attendants  
County Buildings and Maintenance - Property Attendant and Utility Worker  
Parks and Recreation - All bargaining unit classifications  
Emergency Management

The parties agree that the Department Head shall be required to provide bargaining unit employees in the above listed departments and classifications with a minimum of one (1) week's notice prior to changing their work schedule from a six (6) day and/or seven (7) day operation, to a five (5) day operation, or vice versa; and prior to changing shift starting and ending times.

#### **Section 5 - Reporting Pay**

Employees permitted to report to work on their regularly scheduled shift without having been notified the day prior that there will be no work, shall be credited with four (4) hours pay.

#### **Section 6 - Call-in Pay**

An employee required to work on a day other than a regularly scheduled work day or outside the regularly scheduled hours on a regularly scheduled work day shall receive a minimum of two (2) hours paid at the overtime rate provided:

1. the overtime was approved in advance by the employee's supervisor;
2. there is a break in time between the employee's regularly scheduled work and the overtime;
3. the employee is otherwise eligible for overtime compensation as provided in the labor contract;
4. the employee is not on "stand-by" status at the time the required overtime occurs.

## Section 7 - Shift Premium

A night shift premium will be paid to an employee for any time worked on any shift scheduled to start in accordance with the following:

<u>Scheduled Shift Starting Time</u>	<u>Shift Premium</u>
(1) On or after 3:00 p.m. and before 11:00 p.m.	6%
(2) On or after 11:00 p.m. and before 4:00 a.m.	8%
(3) On or after 4:00 a.m. and before 6:00 a.m.	8% until 8:00 a.m.
(4) On or after 12:00 noon and before 3:00 p.m.	6% for four (4) hours
(5) Swing Shift Employees*	8 % for entire shift

\*The Employer will designate swing shift assignments. Positions will be filled under the applicable shift preference provisions.

## ARTICLE XV – HOLIDAYS

### Section 1 - Holiday Schedule

The following days shall be designated and observed as paid holidays for full-time and part-time employees who are eligible in accordance with the provisions of Section 2 below:

New Years Day	Veteran's Day
Martin Luther King Day	Thanksgiving Day
Lincoln's Birthday	Friday after Thanksgiving Day
Presidents Day	Day before Christmas
Good Friday	Christmas Day
Memorial Day	Day before New Years Day
Independence Day	
Labor Day	

### Section 2 - Holiday Eligibility

Eligibility for holidays for the days listed in Section 1 above is subject to the following requirements:

- a. In order to qualify for holiday pay, the employee must have completed five hundred twenty (520) straight-time hours with Genesee County;

- b. The employee must work his/her scheduled hours on both his/her last regularly scheduled day before the holiday and on his/her first regularly scheduled day after the holiday or be on an authorized normally paid leave;
- c. The employee must not be on a layoff;
- d. The employee must not be suspended for disciplinary reasons;
- e. An employee who is scheduled to work on a holiday but fails to report for work, unless otherwise excused, shall not be entitled to holiday pay.

### **Section 3 - Non-Worked Holiday Pay**

Eligible full-time employees who perform no work on a holiday shall be paid their regular holiday pay of eight (8) times their current hourly rate of pay.

### **Section 4 - Worked Hours Holiday Pay**

Employees required to work a designated major holiday (New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day) will be accorded premium pay at one and one-half (1 1/2) times their regular hourly rate for all hours worked in addition to their regular holiday pay.

Bargaining unit employees who are eligible for holiday pay and who are required to work on a minor holiday will select one (1) of the following two (2) options:

- A. Straight-time rate of pay for hours worked on the holiday in addition to holiday pay.

-OR-

- B. Time off equivalent to the amount of time worked on a minor holiday to be granted on a mutually agreeable date, in addition to holiday pay. The additional time off must be taken in accordance with the applicable provisions of Article XIV, Section 3(c).

The employee must notify the Employer of his/her option selected prior to the minor holiday worked.

### **Section 5 - Computing Overtime Pay - Holiday Pay Impact**

For the purpose of computing overtime, all holiday hours (worked or unworked) for which an employee is compensated shall be regarded as hours worked. However, it is understood that the application of this provision will not result in the pyramiding of overtime premium due to paid holidays.



## **Section 6 - Holiday Celebration**

If a holiday falls on Sunday, the following Monday will be recognized as the holiday. If a holiday falls on Saturday, the preceding Friday will be recognized as the holiday.

If consecutive holidays fall on a Friday and Saturday, Thursday and Friday will be recognized as the holidays in the same holiday order. If consecutive holidays fall on Sunday and Monday, Monday and Tuesday will be recognized as the holidays in the same holiday order.

The preceding two paragraphs shall apply only to those eligible employees whose normal workweek consists of forty (40) hours of work performed from Monday through Friday. For employees working other than a Monday through Friday schedule, the actual date of the holiday will be observed.

## **ARTICLE XVI - VACATIONS**

### **Section 1 - Eligibility**

Vacation leave can be used only after the employee has served at least 1040 hours. The employee will then be credited with forty-five (45) hours vacation leave and thereafter will be allowed nine (9) hours of vacation leave for each 208 hours worked. Use of vacation time can only be scheduled with the Department Head's approval who will consider both the wishes of the employee as well as efficient operation of the department concerned.

### **Section 2 - Annual Vacation**

Regular, full-time employees with an average regular work week of forty (40) hours shall receive annual vacation with pay in accordance with the following provisions:

For the first five (5) years of full-time service, employees shall accrue paid vacation at the rate of nine (9) hours for each 208 working hour period. (Ninety (90) hours or eleven and one-fourth (11 1/4) working days vacation per year.)

Upon completion of five (5) years full-time service, employees shall accrue paid vacation at the rate of thirteen (13) hours for each 208 working hour period. (130 hours or sixteen and one-fourth (16 1/4) working days vacation per year.)

Upon completion of ten (10) years full-time service, employees shall accrue paid vacation at the rate of seventeen (17) hours for each 208 working hour period. (170 hours or twenty-one and one-fourth (21 1/4) working days vacation per year.)

Upon completion of fifteen (15) years full-time service, employees shall accrue paid vacation at the rate of twenty (20) hours for each 208 working hour period. (200 hours or twenty-five (25) working days vacation per year.)

Employees with a regular day of eight (8) hours shall have eight (8) hours deducted from their accrued vacation time for each day of vacation taken.

Vacation time shall not accumulate during the period of time any employee is absent from work without pay or during a sick leave of absence, or during unpaid leaves of absence under Article XII.

### **Section 3 - Compensation at Termination of Employment**

Upon termination of employment, an employee shall be compensated in wages for all unused accumulated vacation leave.

### **Section 4 - Vacation Accumulation**

For employees accruing vacation at the rate of ninety (90) hours annually, the maximum amount of vacation that may be accumulated shall be one hundred thirty-five (135) hours or sixteen and seven-eighths (16 7/8) days.

For employees accruing vacation at the rate of one hundred thirty (130) hours annually, the maximum amount of vacation that may be accumulated shall be one hundred ninety-five (195) hours or twenty-four and three-eighths (24 3/8) days.

For employees accruing vacation at the rate of one hundred seventy (170) hours annually, the maximum amount of vacation that may be accumulated shall be two hundred fifty-five (255) hours or thirty-one and seven-eighths (31 7/8) days.

For employees accruing vacation at the rate of two hundred (200) hours annually, the maximum amount of vacation that may be accumulated shall be three hundred (300) hours or thirty-seven and one-half (37 1/2) days.

Salary may not be substituted for vacation leave while the individual is employed by Genesee County, except as provided in Section 10 below. It is understood that no employee will jeopardize his/her accumulated vacation leave due to the Employer's failure to grant the vacation time.

### **Section 5 - Pay Rate**

Vacation pay will be paid at the current rate of the employee (exclusive of shift premium). Current salary shall include any increase in salary schedule by reason of length of service, or any percentage increase which an employee is entitled to by reason of any increment plan.

### **Section 6 - Approval Process**

It is understood by the parties that employees must have prior authorization before utilizing any vacation time off.

In order to exercise seniority preference, employees shall submit requests for vacation time off on the standard Request for Time Off P-130 form by November 15 for the following calendar year. All requests submitted by November 15 will be approved or denied by December 15. Such requests shall be honored on the basis of seniority, by

classification, by supervisor, subject to reasonable scheduling requirements of the department.

Written requests for vacation time off received after November 15 shall be considered on a first-come, first-served basis for the following calendar year, consistent with staffing requirements and efficiency of operations. The Employer will respond as soon as possible to such requests in order that employees will know in a timely fashion as to whether or not such requests for vacation time off will be authorized.

In those instances where scheduled vacation time off must be cancelled or rescheduled by the Employer due to staffing requirements, employees will receive written notification thirty (30) calendar days prior to said rescheduling or cancellation.

### **Section 7 - Illness During Vacation**

If an employee becomes ill and is under the care of a duly licensed physician or recognized practitioner during his/her vacation and the employee utilizes accumulated personal days or old sick days for the period of illness, the vacation for the number of days so utilized shall be rescheduled at a mutually agreeable date.

### **Section 8 - Advance Vacation Checks**

If a regular pay day or pay days fall during an employee's vacation, he/she will receive their check or checks in advance, provided he/she has requested payment in writing three (3) weeks prior to the pay day preceding the vacation.

### **Section 9 - Vacation vs. Holiday**

When a paid holiday falls during an employee's scheduled vacation, the holiday will be allowed and the vacation period will be extended accordingly.

### **Section 10 - Vacation Cash-In**

Bargaining unit members shall have the option of cashing-in accumulated vacation time. An employee desiring to cash-in accumulated vacation time must provide written notice, on a form provided by Human Resources, by September 15th of each year. Employees may cash-in up to two hundred (200) accumulated vacation hours per year, provided remaining accumulated vacation hours does not fall below eighty (80).

Payment will be made no later than November 15th. Payment shall be made at the rate of sixty percent (60%) of the total amount. Payment shall be by separate check and shall be considered regular wages for tax purposes only.

Payment shall not be subject to retirement contributions and shall not count as final average compensation.

## **ARTICLE XVII - LIFE INSURANCE COVERAGE**

### **Section 1 - Active employees**

Bargaining unit members are eligible for \$50,000 term life insurance policy on the first day of the month immediately following the completion of 520 hours of straight-time employment.

### **Section 2 - Retirees**

Life insurance for retirees is \$12,000 for employees who retire on or after January 1, 2001; \$10,000 for employees who retired on or after January 1, 1996, but before January 1, 2001; \$8,500 for employees who retired on or after January 1, 1989 but before January 1, 1996; \$7,500 for employees who retired on or after January 1, 1986, but before January 1, 1989; and \$5,000 for employees who retired prior to January 1, 1986. The date of separation of employment shall be utilized for determining the proper benefit level.

### **Section 3 - Carriers**

Determination of eligibility and payment of benefits is a function of the insurance carrier. Employees are bound by the terms and conditions of the carrier.

The Employer reserves the right to select or change insurance carriers or to self insure the above coverage.

## **ARTICLE XVIII - DISABILITY INSURANCE COVERAGE**

### **Section 1 - Benefit Limits**

Bargaining unit members are eligible for disability insurance benefits on the first day of the month immediately following the completion of 520 hours of straight-time employment.

Employees with less than five (5) years of service are eligible for long-term disability and/or short-term disability for a period of time equivalent to their months of service. Employees with five (5) years or more are eligible for long-term disability to age sixty-five (65). Employees with five (5) years or more who commence long term disability on or after January 1, 2001, are eligible for long term disability to age sixty-five (65) or for a maximum of ten (10) years, whichever is shorter.

Short-term disability benefits commence after completion of a seven (7) calendar day waiting period. Effective the beginning of the month after ratification of the contract by the Genesee County Board of Commissioners (June 1, 2005), short-term disability benefits commence after completion of a fourteen (14) calendar day waiting period. Eligible employees receive sixty (60%) percent of the employee's regular weekly wage rate up to a maximum of \$500.00 per week, for up to twenty-six (26) weeks. Employees may be required to exhaust accumulated personal time prior to going without pay if the disability leave is also a qualified FMLA leave. However, upon request, the employee may reserve twenty-eight (28) personal time hours, or their then current amount of

accumulated personal time, whichever is less. Accumulated personal and/or vacation time may be used at the request of the employee.

Long-term disability benefits commence after twenty-six (26) weeks, or upon proper certification of a permanent disability, whichever comes first. Eligible employees receive a monthly allowance of sixty percent (60%) of the employee's regular monthly wage rate up to a maximum of \$2000.00 per month.

## **Section 2 - Application for Benefits**

An employee who is unable to work due to a serious health condition, may apply for disability benefits by submitting to Human Resources: 1) certification from a licensed health care provider required by the Employer; and 2) disability insurance forms required by the carrier. These documents are available in Human Resources and must be turned in within one business day after the visit to the health care provider and no later than the tenth (10th) calendar day following the employee's last day worked in order for the employee to be eligible for disability benefits. These time periods may be waived upon the employee providing convincing proof to Human Resources that delay in submitting required documents was beyond the employee's control.

An employee on disability leave may apply for an extension of the leave by contacting his/her department and Human Resources the same date the employee is seen by the health care provider, if possible, or by 8:30 a.m. on the next business day following the appointment. Written certification from the health care provider must be delivered to Human Resources within three business days of the appointment.

It is the responsibility of the employee to provide the required documents within the specified time frames in order to maintain eligibility for benefits. It is the responsibility of the employee to comply with departmental notice requirements regarding absences from work. Failure to keep the department properly and timely informed of absences shall be just cause for disciplinary action.

## **Section 3 - Seniority During Disability Leave**

Seniority (reference Article IX, Section 1), and continuous service for the purpose of benefit accrual rates shall continue for an employee on authorized disability leave for the first thirty (30) calendar days from the date the employee is separated from the payroll. Upon return from a leave of absence lasting longer than thirty (30) days, an employee's seniority date, benefit accrual rates, and benefit dates will be adjusted forward to take into account the length of the employee's absence, provided, however, that the employee shall be given credit on his/her seniority date and benefit eligibility dates for the first thirty (30) calendar days of his/her absence, as described above.

## **Section 4 - Return From Disability Leave**

An employee returning to work from an authorized disability leave of absence within one (1) year from the date such leave commenced, will resume work in the same classification and department held immediately prior to the leave, seniority permitting. If an employee returns to work from a disability leave of absence which is authorized to last longer than one (1) year, after having been on such leave for a period of time greater than one (1) year, the employee will be initially placed in the same classification the employee held prior to the leave, seniority permitting, and thereafter, if necessary, the provisions of

Article X, (Layoff Procedure) will be applied. The time periods set forth in this Article shall be calculated on a consecutive basis for multiple leaves of absence unless an employee returns to work for a period of fourteen (14) consecutive calendar days between the end of one (1) leave period and the commencement of another leave period, in which latter case the time period shall be calculated separately for purposes of this Section. This Section shall not apply to military leaves of absences.

Prior to return to work, the employee shall provide to Human Resources, a statement from the health care provider, specifying the employee's ability to return to his/her normal assigned duties. The Employer may require the employee to be examined by a designated health care provider prior to being allowed to return to work. An employee returning from disability leave must confirm the return to work by calling the employee's department one workday prior to the scheduled return to work.

## **Section 5 - Administration**

In the administration of the disability leave program, the Employer may from time to time investigate, or require to be investigated, employees who it has cause to believe may be misusing or abusing the benefits of the disability policy. The Employer may also require the employee to undergo examination by an independent health care provider. If, as a result of this examination, an employee is deemed not to be totally disabled, benefits under the disability policy shall cease immediately and depending upon the circumstances, may be subject to disciplinary action. The total cost of the independent examination shall be borne by the Employer.

If an employee ceases to be totally disabled or fails to submit required proof of said disability, the disability payments shall automatically and immediately cease. Notwithstanding proof of total and permanent disability that may have been accepted by the insurance company as satisfactory, the employee, on request from the insurance company, shall furnish proof of the continuance of such disability and shall submit to physical examinations at reasonable intervals by health care providers designated by the insurance company.

## **Section 6 - Carriers**

Determination of eligibility and payment of benefits is a function of the insurance carrier. Employees are bound by the terms and conditions of the carrier.

The Employer reserves the right to select or change insurance carriers or to self insure the above coverage.

# **ARTICLE XIX – WORKERS' COMPENSATION**

## **Section 1 - Reporting and Payments**

Employees shall report all injuries and illnesses arising directly from County employment to their supervisor as soon as possible after the accident's occurrence using the forms required by the Genesee County Risk Management Office. If the injury is deemed compensable, the employee will receive the State-mandated payment in accordance with statutory compensation levels. In addition, any employee with 520 straight-time hours of

service sustaining an occupational illness or injury shall be entitled to an amount which, when combined with the statutorily required compensation, will give the employee a total combined benefit of eighty percent (80%) of their then current gross regular straight-time pay plus continuation of hospital/medical insurance, optical insurance, dental insurance and life insurance benefits. Such supplemental payments will be paid in periodic installments at intervals of not more than thirty (30) calendar days beginning with the initial payment received by the employee under Worker's Disability compensation provisions and ending no later than twenty-four (24) months thereafter. The employee shall be entitled to a maximum of twenty-four (24) months of supplemental payments for the same disability, regardless of any intervening periods of employment. In addition, the rate of pay used to determine the supplemental rate of pay shall be the rate used by the State in determining the Worker's compensation payment. In the event the employee's claim, disputed or undisputed, is resolved by informal compromise settlement, grievance or arbitration settlement, redemption or any other term used to describe such payment, said payment shall be considered to include any accrued and future supplemental benefits. In addition, employees will not be entitled to receive both the County supplemental payment and a supplemental payment from the County's auto insurance carrier, if applicable. Accordingly, employees will be given the option of claiming one (1) of the above two (2) supplemental payments, but under no condition will they be eligible to receive both.

## **Section 2 - Seniority/Continuous Service**

Seniority shall continue to accumulate while an employee is receiving Workers Disability Compensation benefits. Time so spent will be counted as continuous service for benefit accrual rate purposes only.

The above supplemental compensation shall be issued in periodic payments to the employee, at intervals of not more than thirty (30) calendar days, beginning with the initial payment received by the employee from the insurance carrier under applicable Worker's Compensation Laws.

## **Section 3 - Short-Term Compensation**

Employees shall also be compensated for legitimate short-term (seven (7) days or less) occupational injuries or illnesses in accordance with the provisions contained in Section 1 of this Article. This includes the date of the injury or illness if the employee needs to seek treatment during regular hours.

## **Section 4 - Outside Employment**

Unless approval of the Employer is granted in advance, employees shall not be permitted to accept employment elsewhere while on Worker's Disability compensation leave. Acceptance of employment or working for another employer without advance approval, while on such leave may result in disciplinary action up to and including immediate discharge.

## **ARTICLE XX – HEALTH INSURANCE**

### **Section 1 - Employees Hired Prior to November 1, 2000**

Effective August 1, 2005, the Employer agrees to pay the monthly premiums for Blue Cross/Blue Shield Community Blue 15/75 hospital/medical coverage as the standard plan for each full-time employee hired prior to November 1, 2000, including spouse and dependents under age 19. The Employer will also pay the monthly premiums for no more than two dependents ages 19-25. Such dependents must meet the eligibility criteria of the carrier. Monthly premiums for more than two dependents, age 19-25, must be paid by the employee.

Employees have the option of selecting other available hospital/medical coverage plans during open enrollment. However, employees selecting other than the standard plan shall pay, through payroll deduction, the amount by which the premiums for such coverage exceeds the Blue Cross/Blue Shield Community Blue 15/75 hospital/medical coverage premiums, including premiums for more than two dependents, ages 19-25, if applicable. There shall be no reimbursement if the premiums for another selected plan are less than the standard plan.

### **Section 2 - Employees Hired on or After November 1, 2000, but Before August 1, 2005.**

The Employer agrees to continue to pay the monthly premiums for the current HealthPlus of Michigan hospital/medical coverage as the standard plan for each full-time employee hired on or after November 1, 2000, but before August 1, 2005, including spouse and dependents. Dependents ages 19-25 are included provided they meet the eligibility criteria of the carrier. Coverage is effective on the first day of the month immediately following the employee's completion of five hundred and twenty (520) straight-time hours of employment.

Employees have the option of selecting other available hospital/medical coverage plans during open enrollment. However, employees selecting other than the standard plan shall pay, through payroll deduction, the amount by which the premiums for such coverage exceeds the HealthPlus of Michigan hospital/medical coverage premiums. There shall be no reimbursement if the premiums for another selected plan are less than the standard plan.

### **Section 3 - Employees Hired on or After August 1, 2005**

The Employer agrees to pay the monthly premiums for the new HealthPlus of Michigan hospital/medical coverage with a deductible of \$250/person and \$500/family as the standard plan for each full-time employee hired on or after August 1, 2005, including spouse and dependents. Dependents ages 19-25 are included, provided they meet the eligibility criteria of the carrier. Coverage is effective on the first day of the month immediately following the employee's completion of five hundred and twenty (520) straight-time hours of employment.



Employees have the option of selecting other available hospital/medical coverage plans at the time of hire or during open enrollment. However, employees selecting other than the standard plan shall pay, through payroll deduction, the amount by which the premiums for such coverage exceed the HealthPlus hospital/medical coverage premiums. There shall be no reimbursement if the premiums for another selected plan are less than the standard plan.

#### **Section 4 - Hospital/Medical Coverage – More than one Family Member Employed by County**

When spouses employed by Genesee County and/or a Court Employer are eligible for hospital/medical benefits, only one (1) hospital/medical coverage plan can be selected for each employee and any eligible dependent(s). One spouse may choose to opt out of hospital/coverage as provided in Section 7 below.

#### **Section 5 - Prescription Drugs**

Prescription drug coverage shall include an employee co-pay of five dollars (\$5) for generic drugs, fifteen dollars (\$15) for preferred formulary drugs and twenty-five dollars (\$25) for brand name drugs, per prescription. There is no reimbursement to the employee if no generic or preferred formulary equivalent is manufactured.

#### **Section 6 - Dual Coverage**

Employees hired on or after July 1, 1979 who have hospital/medical coverage through another Employer paid source, shall be given the option of retaining such alternative coverage, or being covered under the existing Genesee County hospital/medical program. In no event, however, will an employee hired on or after July 1, 1979 be allowed to maintain dual hospital/medical coverage through Genesee County and through the alternate source. Otherwise eligible employees who elect to maintain such alternative hospital/medical coverage through another source but who lose the alternate coverage due to death, divorce, loss of job, change in dependent status or another qualifying event as defined by the County's insurance carrier, such employee must apply within thirty (30) calendar days of the loss of coverage in order to be eligible for coverage under the existing Genesee County hospital/medical program. If such application is not made within the thirty (30) calendar day period, the employee must wait until the next open enrollment period to apply for County paid coverage.

Such thirty (30) calendar day requirement may be waived or extended at the sole discretion of the insurance carrier. Upon being enrolled for hospital/medical coverage through Genesee County, the employee will be required to waive in writing any other employer paid coverage.

Present employees who were hired prior to July 1, 1979 will be allowed to retain dual coverage on a voluntary basis.

#### **Section 7 - Health Insurance Reimbursement**

Bargaining unit members and retirees who are eligible for hospital/medical coverage must advise the Human Resources Department, on forms provided, of their voluntary election not to receive County paid hospital/medical coverage. This “Opt-Out” will

remain in effect until the employee notifies the Human Resources Department on forms provided of the employee's election to commence coverage as otherwise provided in this section.

Employees and retirees must initially provide proof at "Opt-Out" that the employee/retiree is covered by a medical insurance plan and must sign a waiver which holds the County harmless for any liability which may be caused by voluntarily electing not to receive hospital/medical coverage from the County.

Thereafter, each full six (6) month period (June through November and December through May) the employee goes without the County provided coverage, the employee will be paid a lump sum gross amount of \$1000.00 (in December or June as appropriate), provided that during the six (6) month period the employee would otherwise have been eligible for County paid coverage, had the employee been receiving County paid coverage and the "Opt-Out" payment is not more than the hospital/medical premiums would have been during the same period.

The June 2005 payment is \$750.00.

This lump sum amount shall be considered as taxable wages.

Employees may opt in or out of coverage due to a qualifying event, as defined by the carrier, if otherwise eligible under the agreement.

An employee who is participating in the "Opt-Out" provision who separates employment prior to completion of the six (6) month period, or has a qualifying event and begins or discontinues coverage, will receive a pro-rated amount for each full month without coverage during that six (6) month period.

This does not preclude a County employee from being provided with County insurance through his/her spouse, who also works for the County.

New hires may "Opt-Out" effective when the employee would otherwise be eligible for hospital/medical coverage. Such employee will receive a pro-rated amount for each full month without otherwise eligible coverage during that six (6) month period.

## **Section 8 - Carriers**

Determination of eligibility and payment of benefits is a function of the insurance carrier. Employees are bound by the terms and conditions of the carrier.

The Employer reserves the right to select or change insurance carriers or to self-insure the above hospital/medical coverage.

## **Section 9 - VEBA Trust**

A Voluntary Employee's Beneficiary Association (VEBA) pursuant to Section 501(c) (9) of the Internal Revenue Code is established as a method to pay for health insurance coverage for retirees.

Effective the first full pay period following April 1, 2006 and continuing thereafter, the County will reduce the pre-tax compensation of each employee by 1% which the County will contribute to the VEBA as an employer contribution. At no time shall any employee have any right to receive the amount of the salary reduction in cash or in any form other than retiree health insurance coverage under the provisions of the VEBA.

Following ratification of the contract, the parties will enter into coalition bargaining with interested Genesee County Unions regarding the composition of the VEBA Board of Trustees.

## **ARTICLE XXI - DENTAL BENEFITS**

### **Section 1 - Benefit Limits**

Dental benefits shall be provided on the first day of the month immediately following the completion of 1040 hours of straight-time employment at no cost to the employee. Employees shall also have the option of electing such coverage on the first day of the month immediately following the completion of 520 hours of straight-time employment, provided said employees pay the premiums through payroll deduction, until eligible for Employer-paid coverage.

Current dental benefits include, Class I - diagnostic and preventive - 100%; Class II - restorative - 75%; Class III - prosthodontic - 50%; and Class IV orthodontics - 50%. Class I, Class II, and Class III have \$1,200.00 combined maximum benefit per eligible person per benefit year. Class IV has a \$1,400.00 maximum life time benefit per eligible person.

### **Section 2 - Carriers**

Determination of eligibility and payment of benefits is a function of the insurance carrier. Employees are bound by the terms and conditions of the carrier.

The Employer reserves the right to select or change insurance carriers or to self-insure the above coverage.

## **ARTICLE XXII - OPTICAL BENEFITS**

### **Section 1 - Benefit Limits**

The Employer agrees to pay the monthly premiums for Optical benefits effective on the first day of the month immediately following the completion of 1040 hours of straight-time employment at no cost to the employee. Employees shall also have the option of electing such coverage on the first day of the month immediately following the completion of 520 hours of straight-time employment, provided said employees pay the premiums through payroll deduction, until eligible for Employer paid coverage.

Benefits are available every twenty-four (24) months for employees, spouses and eligible dependents, ages 19-25. Dependents under age 19 are eligible for benefits every twelve (12) months. There is a \$5.00 co-pay per person for examinations and a \$7.50 co-pay per person for lenses, frames and/or contact lenses. Maximum payments to participating providers after co-pays:

Examinations	\$45	New Contact lens fitting	\$90
		Current Contact lens fitting	\$60
Single vision lenses	\$22.50	Frame allowance	\$125
Bifocal lenses	\$37.50	Contact lenses	*Up to maximum
Trifocal or progressive lenses	\$42.50	Laser correction	*Up to maximum

\*The maximum aggregate payout for all of the above benefits is \$250; every 24 months for adults and every 12 months for dependents under age 19.

## **Section 2 - Carriers**

Determination of eligibility and payment of benefits is a function of the insurance carrier. Employees are bound by the terms and conditions of the carrier.

The Employer reserves the right to select or change insurance carriers or to self-insure the above coverage.

## **ARTICLE XXIII - PAID PERSONAL TIME**

Employees will be accorded sixty-four (64) hours of paid personal time after completion of 520 hours of straight-time employment on the occurrence of their current benefit date during each calendar year. The intended use of such time is for legitimate purposes as medical (doctor, dentist and short- term illness), business, legal, or other personal matters. Approval must be obtained from the department prior to utilizing personal time on the standard Request for Time Off Form P-130-A, except in emergency situations. In cases where multiple requests for personal days are received from employees, which cannot be granted due to efficiency of operations and/or staffing requirements, the department will honor said requests on a first-come, first-served basis; unless said requests are received on the same date, in which case seniority shall prevail. If not utilized, personal time will accumulate indefinitely and have no monetary value upon separation from employment with Genesee County for whatever reason.

The Employer reserves the right to require that employees absent from work furnish satisfactory proof that said absence from work was occasioned by reasonable cause in those cases where the Employer has cause to believe that employees are abusing time off from work provisions. No further explanations other than "medical," "business," "legal," or "other personal matters" shall be required when the request for personal days is submitted for prior approval, unless abuse is suspected.

Nothing in the above provisions shall abrogate the employee's responsibility to comply with departmental procedures concerning prior notification of absence from work.

## **ARTICLE XXIV - RETIREMENT BENEFITS**

### **Section 1- Defined Benefit Plan (Employees Hired Prior To July 1, 1996)**

Retirement benefits for the Genesee County Employees' Retirement System defined benefit plan (GCERS Plan) are governed by the detailed provisions of the Genesee County Retirement Ordinance and amendments thereto, together with the Retirement

Commission's administrative rules and regulations. Copies of the Ordinance may be obtained from the County Retirement Office. Employees shall have the option of transferring assets at the time of retirement, pursuant to Section 59 of the Retirement Ordinance.

### ***Multiplier***

The retirement allowance factor for employees who retire on or after July 1, 1996 shall be 2.4 for all years of credited service. The maximum portion of the retirement allowance financed by the Employer shall not exceed seventy-five percent (75%) of the employee's final average compensation.

### ***Retirement Eligibility***

An employee is eligible for retirement benefit payments under the following conditions:

After twenty-three (23) years or more of credited service with no age restriction.

At sixty (60) years of age with a minimum of eight (8) years of credited service.

Deferred retirement after fifteen (15) years of credited service with retirement benefit payments commencing when twenty-three (23) years of service would normally have been completed. Employees hired prior to January 1, 1988 may elect deferred retirement after eight (8) years of credited service with retirement benefit payments commencing when twenty-three (23) years of service would normally have been completed.

### ***Final Average Compensation***

The employee's best two (2) years of credited service prior to termination of employment shall be computed as final average compensation. Sick leave benefits, Worker's Compensation payments (weekly payments only) and layoff benefits shall be included when figuring final average compensation and credited service, contingent upon the employee's contribution of one-half percent (.5%) of the benefits received within twelve (12) months of return from such leave or layoff.

### ***Employee Contribution Rate***

Employee contributions are one-half of one percent (.5%) of their annual compensation deducted biweekly.

### ***Other Governmental/Military Service***

Employees may apply in writing to the Retirement Office to receive credit for other governmental service, including Military Service for credited service for retirement purposes after completion of five (5) years of credited service with Genesee County. Additionally, the employee must meet all other qualifications and conditions under the provisions of Section 12 a of Act No. 156 of the Public Acts of 1851, as amended by Act No. 219 of the Public Acts of 2003 [MCL 46.12a].

The fifteen (15) year "gap rule" as found in subsections (9)(a) and (b) shall not apply regarding receipt of credit for other governmental service; and the limitations as set out in Section 13 of this same law regarding receipt of credited service for military service

performed subsequently to June 1, 1980, and the five (5) year maximum purchase limitation with respect to such service, shall not apply.

Temporary employment with Genesee County or any other Governmental Agency is not considered to be eligible for credited service with Genesee County.

### ***Pop-up Option***

When an employee selects a beneficiary option at the time of retirement and the beneficiary is subsequently removed as a result of death, the retirement selection shall automatically revert to Straight Life Allowance.

### ***Cost of Living***

Adjustments of three percent (3%) shall be made annually for the first five (5) years following an employee's retirement. The initial cost of living adjustment shall be payable in the next retirement payment after the completion of one (1) full year of retirement. Cost of living adjustments are not included in computing the retirement allowance financed by the Employer.

### ***Medical Benefits***

Upon commencement of pension benefit payments, the Employer shall provide retirees, spouses and dependents, with medical, dental and optical coverage, including any premium co-payments, equivalent to the coverage and premium co-payments which was in effect for the retiree at the time of separation of employment. If such coverage is not available for retirees, the Employer and Union will meet to negotiate an alternative. Retirees shall also be required to pay for Medicare Supplement Part B. Retirees shall be allowed to switch medical coverage during the regular annual open enrollment period, provided coverage is available to retirees.

### ***Life Insurance***

Employees who retire on or after January 1, 2001 with at least eight (8) years of credited service, shall receive \$12,000 straight life insurance policy upon commencement of pension benefit payments.

### ***Miscellaneous Provisions***

- a) A retiree, who selects the Straight Life Allowance retirement option or a Section 25(c) option, will be entitled to medical, dental and optical benefits through the retiree's lifetime only (100% of the coverage paid by the Employer). Coverage will cease upon the death of the retiree.
- b) A retiree, who selects the Option A retirement option, will be entitled to medical, dental and optical benefits through the retiree's and one (1) beneficiary's lifetime (100% of the coverage paid by the Employer).
- c) A retiree, who selects the Option B retirement option, will be entitled to medical, dental and optical benefits through the retiree's lifetime (100% of the coverage paid by the Employer) and, should the retiree predecease the beneficiary, one (1) beneficiary will receive medical, dental and optical coverage (50% paid by the Employer and 50% paid by the Beneficiary).

- d) A retiree, who selects the Option C retirement option, will be entitled to medical, dental and optical benefits through the retiree's lifetime (100% of the coverage paid by the Employer). If the retiree deceases during the guaranteed period of Option C, one (1) beneficiary will receive medical, dental and optical coverage (100% of the coverage paid by the Employer) for the remainder of the guarantee period after which time all coverage will cease.
- e) The beneficiary of an employee who deceases for non-duty reasons will be entitled to medical, dental and optical coverage (100% of the coverage paid by the Employer) if the employee has 15 years of credited service as determined by the Genesee County Retirement system. This coverage will continue through the beneficiary's lifetime.
- f) An employee who has at least ten (10) years of credited service and who is found eligible by the Genesee County Retirement Commission to retire with a non-duty disability retirement, will be entitled to medical, dental and optical coverage as outlined in Sections a, b, c or d above, except for a Section 25 (c) option.
- g) An employee who is found eligible by the Genesee County Retirement Commission to retire with a duty disability retirement, will be entitled to medical, dental and optical coverage as outlined in Sections a, b, c or d above, except for a Section 25 (c) option.
- h) In the event an employee dies as a result of an injury or disease arising out of employment with the County and is eligible for duty death benefits as determined by the Genesee County Retirement System, the beneficiary of the employee will be entitled to medical, dental and optical benefits (100% of the coverage paid by the Employer) as long as the beneficiary remains eligible under the provisions of the Genesee County Retirement Ordinance.

## **Section 2- Defined Contribution Plan (Employees Hired Prior To July 1, 1996)**

Retirement benefits for the existing Genesee County 401(a) Defined Contribution Plan (DC Plan) are governed by the applicable provisions of the Genesee County Retirement Ordinance and amendments thereto, together with the applicable IRS Rules, Genesee County Board Resolutions, Plan Documents, the rules of the Plan Administrator and governing law. Employees who did not choose the option to transfer to the DC Plan during the enrollment periods in 1996 and 1997, shall have the option of transferring assets at the time of retirement, pursuant to Section 59 of the Retirement Ordinance.

### ***Contributions***

The Employer will contribute an amount equal to ten percent (10%) of the employee's gross earnings each pay period into the employee's personal retirement account. The employee shall have the option of contributing an amount equal to either three percent (3%) of gross earnings or five percent (5%) of gross earnings depending upon which plan the employee selected. Employees are one hundred percent (100%) vested in their account.

### ***Medical Benefits***

The Employer shall provide retirees, spouses, and dependents, with medical, dental and optical coverage, including any premium co-payments, equivalent to the coverage and premium co-payments which was in effect for the retiree at the time of separation of employment. If such coverage is not available for retirees, the Employer and Union will meet to negotiate an alternative. Retirees shall also be required to pay for Medicare Supplement Part B. Retiree dependents who are receiving medical, dental or optical benefits under this provision, shall continue to receive such benefits upon death of the retiree as long as the Beneficiary is otherwise eligible, pursuant to the terms and conditions of the carrier. Such benefits shall be provided as follows:

- (1) After 23 years of credited service, regardless of age.
- (2) At age 60 with at least eight (8) years of credited service.
- (3) When twenty-three (23) years of credited service would have been completed for employees who were hired prior to January 1, 1988 and who separate employment after eight (8) years of credited service.
- (4) When twenty-three (23) years of credited service would have been completed for employees who were hired on or after January 1, 1988 and who leave after fifteen (15) years of credited service.

### ***Life Insurance***

Employees who retire on or after January 1, 2001 with at least eight (8) years of credited service shall receive \$12,000 straight life insurance policy paid by the Employer at age sixty (60) or when twenty-three (23) years of credited service would have been completed, whichever is sooner.

### ***Miscellaneous Provisions***

- (a) The beneficiary of an employee who deceases for non-duty reasons will be entitled to medical, dental and optical coverage as outlined in paragraph (1) above if the employee has 15 years of credited service.
- (b) An employee who has at least ten (10) years of credited service and who is found eligible to retire with a non-duty disability retirement, will be entitled to medical, dental and optical coverage as outlined in the paragraph above entitled "Medical Benefits." Determination of non-duty disability shall be handled in the same manner as Defined Benefit non-duty disability retirements.
- (c) An employee who is found eligible to retire with a duty disability retirement, will be entitled to medical, dental and optical coverage as outlined in the paragraph above entitled "Medical Benefits."
- (d) In the event an employee dies as a result of an injury or disease arising out of employment with the County and is eligible for duty death benefits, the beneficiary of the employee will be entitled to medical, dental and optical benefits as outlined in the paragraph above entitled "Medical Benefits."



### **Section 3 - Defined Benefit Plan (Employees Hired On Or After July 1, 1996) But Before May 24, 2005**

#### ***Employee Choice***

Upon completion of five hundred twenty (520) straight-time hours of employment, new employees shall be covered by the Defined Contribution Plan (3% employee contribution) unless the employee chooses the Defined Benefit Plan by notifying the Human Resources Department in writing prior to completion of 520 hours. Employees hired on or after May 24, 2005, must participate in the Defined Contribution plan. The Defined Benefit plan will no longer be an option.

#### ***Multiplier***

The retirement allowance factor for employees who retire on or after July 1, 1996 shall be 2.4 for all years of credited service. The maximum portion of the retirement allowance financed by the Employer shall not exceed seventy-five percent (75%) of the employee's final average compensation.

#### ***Retirement Eligibility***

An employee is eligible for retirement under the following conditions:

After twenty-three (23) years or more of credited service with no age restriction.

At sixty (60) years of age with a minimum of eight (8) years of credited service.

Deferred retirement after fifteen (15) years of credited service with retirement benefit payments commencing when twenty-three (23) years of credited service would normally have been completed.

#### ***Employee Contribution Rate***

Employee contributions are five percent (5%) of their annual compensation deducted biweekly.

#### ***Final Average Compensation***

The employee's best two (2) years of credited service prior to termination of employment shall be computed as final average compensation. Sick leave benefits, Worker's Compensation payments (weekly payments only) and layoff benefits shall be included when figuring final average compensation and credited service, contingent upon the employee's contribution of five percent (5%) of the benefits received within twelve (12) months of return from such leave or layoff.

#### ***Other Governmental/Military Service***

Employees may apply in writing to the Retirement Office to receive credit for other governmental service, including Military Service for credited service for retirement purposes after completion of five (5) years of credited service with Genesee County.

Additionally, the employee must meet all other qualifications and conditions under the provisions of Section 12 a of Act No. 156 of the Public Acts of 1851, as amended by Act No. 219 of the Public Acts of 2003, [MCL 46.12a].

The fifteen (15) year “gap rule” as found in subsections (9)(a) and (b) shall not apply regarding receipt of credit for other governmental service; and the limitations as set out in Section 13 of this same law regarding receipt of credited service for military service performed subsequently to June 1, 1980, and the five (5) year maximum purchase limitation with respect to such service, shall not apply.

Temporary employment with Genesee County or any other Governmental Agency is not considered to be eligible for credited service with Genesee County.

### ***Pop-up Option***

When an employee selects a beneficiary through option A or B at the time of retirement and the beneficiary is subsequently removed as a result of death, the retirement selection shall automatically revert to Straight Life Allowance.

### ***Cost of Living***

Adjustments of three percent (3%) shall be made annually for the first five (5) years following an employee's retirement. The initial cost of living adjustment shall be payable in the next retirement payment after the completion of one (1) full year of retirement. Cost of living adjustments are not included in computing the retirement allowance financed by the Employer.

### ***Medical Benefits***

- (A) The Employer shall provide retirees, spouses and dependents, with at least twenty-three (23) years of credited service, with medical, dental and optical coverage, including any premium co-payments, equivalent to the coverage and premium co-payments which was in effect for the retiree at the time of separation of employment. If such coverage is not available for retirees, the Employer and Union will meet to negotiate an alternative. Retirees shall also be required to pay for Medicare Supplement Part B.
- (B) Employees who receive pension benefit payments as a deferred retiree, may elect to be provided medical benefits as stated in the above paragraph provided the retiree pays an additional twenty-five percent (25%) of the necessary premiums to the Employer no later than the 20th of each month.

### ***Life Insurance***

Employees who receive pension benefit payments with at least fifteen (15) years of credited service, regardless of age, shall receive \$12,000 straight life insurance policy paid by the Employer.

### ***Miscellaneous Provisions***

- a) A retiree, who selects the Straight Life Allowance retirement option or a Section 25(c) option, will be entitled to medical, dental and optical benefits as outlined in paragraphs A and B above through the retiree's lifetime only. Beneficiary coverage will cease upon the death of the retiree.

- b) A retiree, who selects the Option A retirement option, will be entitled to medical, dental and optical benefits as outlined in paragraphs A and B above through the retiree's and one (1) beneficiary's lifetime.
- c) A retiree, who selects the Option B retirement option, will be entitled to medical, dental and optical benefits as outlined in paragraph A above through the retiree's lifetime and, should the retiree predecease the beneficiary, one (1) beneficiary will receive medical, dental and optical coverage (50% paid by the Employer and 50% paid by the Beneficiary).
- d) A retiree, who selects the Option C retirement option, will be entitled to medical, dental and optical benefits as outlined in paragraphs A and B above through the retiree's lifetime. If the retiree deceases during the guaranteed period of Option C, one (1) beneficiary will receive medical, dental and optical coverage as outlined in paragraphs A and B above for the remainder of the guarantee period after which time all coverage will cease.
- e) The beneficiary of an employee who deceases for non-duty reasons will be entitled to medical, dental and optical coverage as outlined in paragraphs A and B above if the employee has 15 years of credited service as determined by the Genesee County Retirement system.
- f) An employee who has at least ten (10) years of credited service and who is found eligible by the Genesee County Retirement Commission to retire with a non-duty disability retirement, will be entitled to medical, dental and optical coverage as outlined in paragraphs A and B above.
- g) An employee who is found eligible by the Genesee County Retirement Commission to retire with a duty disability retirement, will be entitled to medical, dental and optical coverage as outlined in paragraph A above.
- h) In the event an employee dies as a result of an injury or disease arising out of employment with the County and is eligible for duty death benefits as determined by the Genesee County Retirement System, the beneficiary of the employee will be entitled to medical, dental and optical benefits as outlined in paragraph A above.

#### **Section 4 - Defined Contribution Plan (Employees Hired On Or After July 1, 1996)**

Employees hired on or after May 24, 2005, must participate in the Defined Contribution plan. The Defined Benefit plan will no longer be an option.

##### ***Contributions***

The Employer will contribute an amount equal to ten percent (10%) of the employee's gross earnings each pay period into the employee's personal retirement account. The employee shall have the option of contributing an amount equal to either three percent (3%) of gross earnings or five percent (5%) of gross earnings depending upon which plan the employee chooses.

### ***Vesting***

This means ownership of the assets of the employee's personal retirement account which includes employee contributions, Employer contributions and investment earnings. Employees shall be one hundred percent (100%) vested at all times on their own employee contributions and investment earnings. Employees shall be vested on Employer contributions and investment earnings according to the following schedule:

<u>Completed years service</u>	<u>Percent vested</u>
Two (2)	25%
Three (3)	50%
Four (4)	75%
Five (5)	100%

### ***Medical Benefits***

- i) The Employer shall provide retirees, spouses and dependents, with at least twenty-three (23) years of credited service, (twenty-five (25) years for employees hired on or after May 24, 2005) with medical, dental and optical coverage, including any premium co-payments, equivalent to the coverage and premium co-payments which was in effect for the retiree at the time of separation of employment. If such coverage is not available for retirees, the Employer and Union will meet to negotiate an alternative. Retirees shall also be required to pay for Medicare Supplement Part B. Retiree dependents who are receiving medical, dental or optical benefits under this provision, shall continue to receive such benefits upon death of the retiree as long as the Beneficiary is otherwise eligible, pursuant to the terms and conditions of the carrier.
- ii) Employees who retire with at least fifteen (15) years of service but less than twenty-three (23) years, (twenty-five (25) years for employees hired on or after May 24, 2005) may elect to be provided medical benefits as stated in the above paragraph provided the retiree is at least age sixty (60) and provided the retiree pays twenty-five percent (25%) of the necessary premiums to the Employer no later than the 20th of each month. Retiree dependents who are receiving medical, dental or optical benefits under this provision, shall continue to receive such benefits upon death of the retiree as long as the Beneficiary is otherwise eligible, pursuant to the terms and conditions of the carrier.

### ***Life Insurance***

Employees who retire with at least fifteen (15) years of credited service, regardless of age, shall receive \$12,000 straight life insurance policy paid by the Employer.

### ***Miscellaneous Provisions***

- a) An employee who is found eligible to retire with a duty disability retirement, will be entitled to medical, dental and optical coverage as outlined in paragraph (i) above.
- b) In the event an employee dies as a result of an injury or disease arising out of employment with the County and is eligible for duty death benefits, the beneficiary of the employee will be entitled to medical, dental and optical benefits

(100% of the coverage paid by the Employer) as long as the beneficiary remains eligible under the provisions of the Genesee County Retirement Ordinance.

- c) An employee who has at least fifteen (15) years of credited service who dies, not in the line of duty, shall be considered to have retired on the day before the death.

## **ARTICLE XXV - LAYOFF BENEFITS**

Effective January 1, 1978 Genesee County mandatorily falls under the Michigan Employment Security Act in accordance with Act No. 277 of the Public Acts of 1977, and is not permitted to maintain its own "equivalent" unemployment compensation system.

## **ARTICLE XXVI - UNION BULLETIN BOARDS**

### **Section 1 - Location/Postings**

The Employer will provide bulletin boards in suitable locations which may be used by the Union for posting notices of the following types:

- a. Notices of Union recreational and social events
- b. Notices of Union elections
- c. Notices of results of Union elections
- d. Notices of Union meetings
- e. Notices pertinent to the administration of the Union

All such notices are to be signed by the Chapter Chairperson. One (1) board shall be located in each County building specified below:

Administration Building	Basement	One (1)
Courthouse		Two (2)
Courthouse Annex		One (1)
Cooperative Extension Building		One (1)
Sheriff's Department	1st Floor	One (1)
Parks and Recreation Office		One (1)
Motor Pool - Garage		One (1)
Animal Control		One (1)
District Court		One (1)
Drain Office		One (1)
Health Department	McCree South Lounge	One (1)
	McCree North Lounge	One (1)
	Burton	One (1)

### **Section 2 - Use/Detrimental Material**

The Union shall have the exclusive right to the use of these bulletin boards. It is not the intent of the parties to permit the posting of material detrimental to the Employer/Union relationships. In the event a dispute arises concerning the appropriateness of the material posted on the Union bulletin boards, the President of the Local Union will be advised by the Employer and a special conference will be called. Except as permitted above, there

shall be no distribution or posting by employees represented by this Local Union or its representatives of advertising or political matter upon the Employer's premises.

## **ARTICLE XXVII - OUTSIDE EMPLOYMENT**

Any outside employment undertaken shall in no way deter an individual from satisfactorily performing his/her duties as a County employee. Employees shall notify the Department Head in writing prior to undertaking any outside employment.

## **ARTICLE XXVIII - GENERAL PROVISIONS**

### **Section 1 - Reporting Absences**

Employees are required to provide notice of absence from work as far in advance as possible, but no later than thirty (30) minutes after the start of their shift, to his/her immediate supervisor, or in the absence of their supervisor, the supervisor's designee. In those instances where the employee is aware that his or her absence will be for a period longer than one (1) day, the employee shall notify the Employer of the number of days they will be absent from work and his/her return to work date.

Upon return to work, the employee shall complete the standard Request for Time Off Form P-130-A which indicates the category of accumulated time to be deducted.

Building and Grounds, Animal Shelter and Parks & Recreation have separate and additional reporting requests due to the nature of their operations.

The obtaining or receiving of disability leave claim forms from the Human Resources Department does not fulfill the employee's contractual obligation to comply with the reporting of absence requirements outlined in these provisions.

### **Section 2 - Seniority and Replacement Procedures for Probate Court - Judicial Secretary**

Effective January 1, 2005, the Probate Court will consist of two (2) Judges (Nelson and Weiss).

The parties recognize that Judges must have confidence in their secretaries and as such, agree that a newly appointed Judge may replace the incumbent Probate Court - Judicial Secretary without regard to any provisions of this Agreement.

If current Probate Court – Judicial Secretaries Kathleen Duval or Deborah Cherry are replaced under the above provisions, they shall be placed in a clerical position for which they are qualified within the Probate Court, in line with their seniority. In the event the affected employee's seniority does not permit placement, these employees shall be considered as laid off.

Any future Probate Court – Judicial Secretary vacancies for existing or new Judges may be filled by the Employer without regard to any provisions of this Agreement. Such employees will serve at the pleasure of the Judge. Any Probate Court – Judicial Secretary removed for any reason shall be considered as laid off, with no placement or recall rights under the provisions of the Agreement.

### **Section 3 - Agreements and Settlements**

All Letters of Agreement and Grievance Settlements will be signed by the Human Resources Director and where applicable, the Prosecutor, the Court Administrator or Friend of the Court as Employer representatives and the Chapter Chairperson, Chief Steward and AFSCME Staff Representative as Union representatives.

Whenever in this Agreement an Employer or Union Representative is alluded to by title, it is understood that each representative may specify a designee.

### **Section 4 - Changes in Existing Positions**

The Agreement reached during contract negotiations concerning the classification and pay grade levels for all classifications within the bargaining units shall be final and binding for the duration of the Master Agreement except as provided below.

Upon implementing revisions in the content of an existing job description, the Employer will provide a copy of the revised job description to the Chief Steward of the affected bargaining unit. In the event a job description is revised due to a vacancy, the revised job description will be provided to the Chief Steward at least two workdays prior to the posting. A special conference will be held upon request of the Union.

In the event an employee believes his/her duties and/or responsibilities have been significantly changed, since the signing of the collective bargaining agreement, to the point where the employee is no longer properly classified or is under compensated, the employee may request a Job Analysis Questionnaire from Human Resources. Upon completion of the employee portion of the questionnaire, the materials shall be submitted by the employee to Human Resources. The Human Resources Department will provide a written analysis at a regularly scheduled special conference, which shall be held no later than sixty (60) calendar days after receipt of the Questionnaire in Human Resources. If the Union disagrees with the analysis, the matter may be referred to arbitration as provided in Article VI, Step 5 to determine if the employee is improperly classified or under compensated. If an arbitrator determines the employee is improperly classified or under compensated, the Union and Employer shall enter negotiations to determine the appropriate job description and pay rate. If no agreement is reached, the matter shall be referred back to the arbitrator for a final determination. The arbitrator shall review each party's final position as to job description and rate of pay and must select one or the other. The new job description shall then be final and binding for the duration of the Master Agreement. The Union shall not process more than two (2) such arbitration cases in any calendar year. Pay increases resulting from this process shall become effective on the date the arbitrator received notice from the Union that s/he is selected to arbitrate the issue.

### **Section 5 - Newly Created Positions**

In the event the Employer creates a new classification which falls within the confines of the existing bargaining units, the Employer will provide a copy of the new job description and the established rate of pay to the Chief Steward and Chapter Chairperson of the bargaining unit. Upon request of the Union, a special conference shall be held if the Union objects to the established rate of pay. If there is no agreement upon the rate of pay, the matter may be referred to arbitration as provided in Article VI, Step 5.

## **Section 6 - Contracting and Subcontracting**

The right of contracting and subcontracting is vested with the Employer. The Employer's right to contract or subcontract shall not be used for the purpose or intent of eroding the Union.

In the event the Employer is intent upon seeking a contracting or subcontracting agreement for work that has been historically performed by members of the bargaining unit, the Employer shall notify the Chief Steward of the appropriate bargaining unit, at least thirty (30) calendar days prior to the applicable Board of Commissioners' committee meeting, when possible.

Such notification shall describe the nature, scope, approximate duration, anticipated costs, the reasons why the Employer is contemplating or intent upon contracting or subcontracting out the work and any other details known at that time.

In all cases, except those involving day-to-day maintenance and repair work, temporary services and services which do not involve the layoff of existing employees, the expedited process, described below, shall be implemented and completed prior to letting a binding contract.

In order to timely protest a decision to contract out, the Union must, within ten (10) working days of notification of the Employer's decision to subcontract, advise the Employer in writing that it demands arbitration under the expedited process.

Thereafter, an expedited arbitration proceeding shall be scheduled within thirty (30) calendar days from the date of demand for arbitration, unless mutually agreed that an extension of time is appropriate. The impartial arbitrator shall hear the dispute as scheduled. Briefs (if any) shall be filed within fourteen (14) calendar days of the close of the hearing. The arbitrator will be requested to expedite the decision in the matter.

The decision of any arbitrator under this expedited process shall not be binding as a precedent by either party in any future contracting out dispute.

Nothing contained in this Article shall deprive the Union from engaging in rights otherwise allowed in the Constitution of the State of Michigan and the United States.

The Employer agrees that it will offer any employee displaced by contracting of work, available employment (job vacancies) in other departments within that Employer they are capable of performing.

The parties understand that the Employer may utilize temporary contractual services to replace bargaining unit employees on short term leaves of absence.

## **Section 7 - Capable of Performing the Work**

Wherever in this Agreement a provision stipulates that an individual must be "capable of performing the work" (Seniority, Layoff and Recall, Promotions, Etc.), it is understood by the parties that the individual must meet the minimum qualifications for said position. In those situations where there exists reason to believe that an employee who meets the minimum qualifications for the position in question, is not "capable of performing the work," said employee will be provided a minimum break-in period to prove their capability of performing the job.



## **Section 8 - State Assumption of County Departments**

The parties further agree that in the event the State of Michigan or another Employer assumes jurisdiction and control over any department, where bargaining unit employees are assigned to work, the parties will meet as soon as possible to discuss and arrange an orderly transition of employees to the State or that other Employer.

## **Section 9 - Continuation of Benefits**

- a. The Employer agrees to provide a maximum of twelve (12) months hospital/medical coverage for employees on authorized disability leave of absence who have at least five (5) full years of continuous service, beginning with the first day such employee goes on authorized disability leave status. Employees who have at least one (1) full year of service but not more than five (5) full years of service shall be provided a maximum of six (6) months of hospital/ medical coverage in accordance with the above provisions.
- b. The Employer agrees to provide one (1) month's hospital/ medical coverage for each full year of continuous service up to a maximum of six (6) months coverage, for employees on layoff status, beginning with the first day of layoff. Said continuation of hospital/medical coverage is contingent upon the laid off employee maintaining eligibility for unemployment benefits.
- c. Employees will also be permitted the option of continuing present hospital/medical coverage at their own expense while on authorized Union Business Leave, Educational Leave and Personal Leave for a maximum of twelve (12) months, beginning with the first day such employee goes on said authorized leave. Employees on authorized disability leave or on layoff status who are not eligible for a full twelve (12) months of paid benefits (see paragraph a and b above) will also be permitted the option of continuing their benefits up to a maximum of twelve (12) months of benefits. However, the combined total of Employer paid and employee paid benefits shall not exceed twelve (12) months. Employee payment of insurance premiums referred to in this section must be submitted to the Human Resources Department in the form of a check or money order by the 15th of each month, or coverage will cease.
- d. The above provisions (paragraphs a, b, and c, above) concerning continuation of hospital/medical coverage shall be applicable to Term Life Insurance coverage, Optical Insurance and Dental Insurance.

## **Section 10 - Time Off Without Pay**

Time off without pay is not a benefit granted employees by the provisions of this Agreement. Adequate time off from work is provided employees through the vacation, personal day, and leave of absence provisions of this Agreement. However, it is recognized that under certain circumstances, an individual employee may have a legitimate request for time off without pay. It is further recognized by the parties that when such a request is made by an employee that the Department Head and/or Supervisor involved will give consideration to said request in light of attendant circumstances including (but not confined to) the employee's stated basis for the request, providing the employee has no accumulated personal time. Thereafter, the Department Head and/or Supervisor will promptly notify the employee as to whether their request for time off without pay is granted or denied.

## **Section 11 - Grant Employees**

Grant employees covered by the collective bargaining agreement shall receive full benefits accorded other bargaining unit employees. Continued employment of grant employees and grant positions is contingent upon continuation of the grant and upon the availability of funding from existing and/or future grants.

## **Section 12 - Mileage Allowance**

Any employee authorized by the County to utilize their own personal vehicle on actual County business shall receive a mileage allowance at the rate established by the Internal Revenue Service or thirty (30) cents per mile, whichever is greater.

Vehicle is defined as a four wheeled car, pick-up truck, or van type of passenger conveyance.

## **Section 13 - Payroll Shortages and Overpayments**

Upon the request of the employee, a supplemental check will be issued by the Controller's Office, for payroll shortages of eight (8) hours or more, as soon as possible, but no later than the end of the next business day of the employee's request. For any other payroll shortages, adjustments will be made in the employee's next check through regular processing procedures.

Minor overpayments shall be adjusted in the employee's next check. Employees will be notified in writing when an overpayment of a significant amount has occurred. Employees may make arrangements through the Controller's Office to refund such overpayments through payroll check adjustments over a specified period of time. However, if such arrangements are not requested by the employee and thereafter approved by the Payroll Section of the Controller's Office, the amount owed to the County shall be eliminated by adjustment of the employee's next payroll check(s) up to the statutorily allowed maximum of 25% of net earnings.

## **Section 14 - Installation of New Equipment**

The Local President and the Chief Steward(s) shall be notified by the Human Resources Director in writing a minimum of thirty (30) days in advance of the scheduled installation date of any new equipment being placed into operation by the Employer, which changes the wages, hours, or other terms and conditions of employment of Local 496 members. Thereafter, the parties will meet at the request of either party to negotiate concerning said changes in wages, hours, or other terms and conditions of employment. If there is no agreement between the parties within sixty (60) days of the installation of new equipment, the matter may be referred to arbitration as provided in Article VI, Step 5.

The Employer will be responsible for providing training for affected bargaining unit employees when the Employer installs new equipment for which additional training is required. If said training is unsuccessful, the Employer will place the affected employee in another position within the bargaining unit within that Employer at an equal, if available, or lower-rated classification and will pay the affected employee the wage rate of the classification where placed.

## Section 15 - Merit Increase

On the employee's "anniversary date" (normally the employee's seniority date unless he/she has been on leave of absence or layoff) each year, the employee will be advanced to the next step of the salary range provided his/her performance has been rated satisfactory. In the event an employee is to be denied this increase under this provision, he/she must have been informed ninety (90) days prior to their anniversary date of the situation and informed in detail of what he/she can do to improve their job performance by the anniversary date.

## Section 16 - Employment of Relatives

### a. Definition of Relative

For the purpose of this rule, a "relative" shall be a person holding the following relationship to the employee, whether that relationship is natural, adoptive, step or foster in nature:

Spouse	First Cousin	Son-in-Law
Child	Uncle	Brother-in-Law
Parent	Aunt	Sister-in-Law
Brother	Grandchild	Daughter-in-Law
Sister	Niece	Mother-in-Law
Grandparent	Nephew	Father-in-Law

### b. Prohibitions on Employment of Relatives

No person shall be appointed in a department where the Department Head, Assistant Department Head, Head of the Division where employed or immediate Supervisor is a relative of the employee at the time of appointment. This same language shall apply where one of the related employees is not necessarily an immediate Supervisor, but is in such a position in the Department as to review, check, audit or make recommendations in any reasonable manner on the work or reports submitted by the other related employee. Said prohibition will not be implemented with regard to relatives employed prior to July 28, 1987.

### c. Other

No person shall continue to be an employee in a Department after he or she becomes the spouse of the Department Head, Assistant Department Head, Head of the Division where employed or of the immediate Supervisor. Employees who are relatives of persons subsequently promoted or appointed to the positions of Department Head, or Assistant Department Head of the employee's Department, may continue to be employed in the same Department except:

- (1) Spouses as covered above.
- (2) If such a relationship occurs before the employee completes their probationary period, the employee shall be transferred to another Department. Employees other than spouses who are relatives of persons promoted or appointed to the position of Head of the Division where

employed or of the immediate Supervisor, shall be transferred to another Division or Supervisory Unit of the same Department where they will not be supervised by a relative.

### **Section 17 - General Liability**

The Employer will continue to provide bargaining unit members with liability coverage substantially equivalent to the coverage already being provided, as of the effective date of this agreement. If such coverage ceases to be available or is not available at commercially reasonable costs, the Employer will notify the Union of the loss or anticipated loss of coverage and the parties will meet to negotiate replacement or alternate coverage. Coverage excludes among other things, dishonest, fraudulent, criminal or malicious acts.

### **Section 18 - VDT Provisions**

A pregnant employee may request reassignment to another position within their classification which does not require the use of VDT equipment. Such reassignment will be contingent upon mutual agreement by the Employer, the employee requesting the change in duties, and the Union. Such agreement would terminate upon the commencement of the pregnant employee's disability leave of absence. The parties recognize that such a reassignment is contingent on the availability of a suitable position and a mutual agreement by the parties involved.

### **Section 19 - Community Service**

One Local 496 Community Services Committee member designated by the Local 496 President, shall be permitted to leave his/her work station, after the expiration of the first hour of the shift, to perform the following legitimate functions, without loss of pay, after specifying to their Supervisor the purpose of their activity.

- A. To assist and advise bargaining unit members having substance abuse (drug and/or alcohol) and serious personal problems.
- B. To conduct or coordinate Union and/or Employer clothing, toy and/or fund drives among bargaining unit members.

The Supervisor shall grant permission forthwith, for the designated Community Services Committee member to leave his/her workstation subject to necessary emergency exceptions. The privilege of leaving his/her work station during working hours without loss of pay is subject to the understanding that time will be devoted to legitimate functions as specified in this section and will not be abused. Upon entering any County department in the fulfillment of these duties, the Community Services Committee member shall notify the Department Head or Department Supervisor of their presence and purpose.

### **Section 20 - Immunizations**

The County offers to employees the opportunity of obtaining the appropriate immunizations free of charge. Any County employee that requests some type of shot, administered by the County, will be provided such shot free of charge, if deemed appropriate by the Department Head.

## **Section 21 - Declared Emergency**

In the event an emergency is declared pursuant to Act 368 of 1978, the language contained in Article XIV – Hours of Work and any related language in the Chapter 00 or 01 Addendums, will be temporarily suspended until the emergency is lifted.

## **Section 22 - P.E.O.P.L.E. Checkoff**

The current Genesee County payroll system will not accommodate a P.E.O.P.L.E. Checkoff.

Following the implementation of a new payroll system in the Genesee County Controllers Office, the parties will discuss the feasibility of implementation and the required provisions necessary for a Union “P.E.O.P.L.E.” deduction from wages of bargaining unit employees as provided for in a written authorization.

Such provisions established will be set forth in a Letter of Agreement.

# **ARTICLE XXIX - EDUCATIONAL REIMBURSEMENT**

## **Section 1 - Course Work/Amount Reimbursed**

Full-time seniority employees will be reimbursed for tuition and fees for approved coursework in accordance with the following provisions:

- a. Class attendance and homework assignments must be completed on the employee's own time and not during working hours. In addition, employees are prohibited from utilizing break periods and/or lunch periods to attend class for which they are requesting to receive educational reimbursement. Employees will be permitted to utilize vacation, personal and/or compensatory time to attend class when authorized to do so by their Department.
- b. Employees must be full-time and on the active employment rolls at the beginning of the course, during the course, and at the completion of the course. Probationary employees are excluded from applying and being reimbursed.
- c. Coursework must be job related. It is the understanding of the parties that the term "job related" will also encompass coursework taken by the employee in order to provide that employee with the necessary academic training to qualify for regular opportunities within the established County-wide classification system.
- d. Seminars and workshops are excluded, except for education required to maintain certification or registration of the employee's current job.
- e. Employees must satisfactorily meet academic requirements ("C" or equivalent for all undergraduate coursework, and "B" or equivalent for all graduate coursework).
- f. Reimbursement per employee is limited to \$2000.00 for approved courses which end in those calendar years. In no instance will a refund exceed the employee's

actual expenditures, nor will reimbursement be issued for expenses also being reimbursed through other sources (i.e., scholarships, G.I. Bill, etc.). Fees and payments for books, supplies, transportation, parking, meals, recreational activities and graduation are excluded. Total reimbursement for Local 496 employees is limited to \$44,000. If applications for reimbursement exceed this maximum limit, reimbursement shall be on a first-come, first-served basis, in accordance with the date on which the application was received by the Human Resources Department. In the event the bargaining unit maximum is reached in three consecutive calendar years, the maximum will be increased to \$54,000 for subsequent years.

## **Section 2 - Application Process**

In order to be eligible for reimbursement, employees must make application for educational reimbursement through the Human Resources Department on designated forms. The application will not be approved if it is after two (2) weeks following the first day of class. Proof of class registration and an itemized bill from the institution must accompany the application. It is the sole responsibility of the employee to submit the application, class registration, and itemized bill to the Human Resources Department by this deadline. Upon receipt, a determination will be made as to whether the employee and the course work meet program eligibility requirements and notification will be sent to the employee within two (2) weeks of determination.

## **Section 3 - Tuition Refund**

Within thirty (30) calendar days of the completion of approved course(s), the following documents must be submitted to the Human Resources Department: 1) Official copy of the grade report (or similar official evidence of completion of the course); 2) Receipt verifying that the tuition for the course(s) has been paid in full; and 3) Copy of the approved application form. Tuition reimbursement will be issued for approved courses within thirty (30) calendar days of receipt of the above documents. If an employee receiving educational reimbursement leaves County's employment prior to expiration of a one (1) year period following completion of the reimbursed course(s), the employee shall repay the County on the basis of 1/12 of the amount for each month they are short of meeting this one (1) year requirement.

# **ARTICLE XXX - PART-TIME EMPLOYEE BENEFITS**

## **Section 1 - Benefits Provided-Other Than Insurance**

Part-time employees will be credited with the following full-time employee benefits on a pro-rata basis in accordance with hours worked:

1. Vacation (after completion of 1040 hours of straight-time employment);
2. Personal Days (after completion of 520 hours of straight-time employment);
3. Step Up Increments;
4. Longevity;
5. Retirement;
6. \*Seniority (except for layoff purposes)
7. Holidays - 50% of recognized paid holidays accorded full-time employees, contingent upon the part-time employee working a regularly scheduled work week averaging a minimum of twenty (20) hours (after completion of 520 hours of straight-time employment).

8. Bereavement Leave - Fifty (50) percent of the hours accorded full-time employees with pay, in accordance with the provisions of Article XII, Section 8, Local 496 Master Agreement (after completion of 520 hours of straight-time employment).
9. Leaves of Absence - Article XII, Section 3 and 4, for scheduled hours absent from work only.

\*Part-time employees will be grouped on a separate seniority list for each classification.

## **Section 2 - Insurance Benefits Provided**

In addition, part-time employees will receive the following insurance benefits on the first day of the month immediately following the employee's completion of five hundred and twenty (520) hours of straight-time employment:

1. Disability - 60% of regular weekly salary (20 hours x hourly rate) up to the weekly maximum in effect for full-time employees.
2. Life Insurance - 100% of full-time employee coverage.
3. Health Insurance, Dental, Optical – Part-time employees will receive 100% of full-time employee health insurance coverage contingent on part-time employee paying 50% of monthly premiums effective upon the first day of the month immediately following the completion of 520 hours of straight-time employment. Part-time employees will also receive 100% of full-time employee dental and optical coverage, contingent on said employees paying 50% of monthly premiums through payroll deduction effective upon the first day of the month immediately following the completion of 1040 hours of straight-time employment. Said employees shall also have the option of electing dental and/or optical coverage on the first day of the month immediately following the completion of 520 hours of straight-time employment, provided said part-time employees pay 100% of premiums through payroll deduction, until he/she is eligible for Employer paid coverage.
4. Health Insurance Reimbursement - Part-time bargaining unit members who are eligible for hospital/medical benefits, must advise the Human Resources Department, on forms provided, of their voluntary election not to receive County paid hospital/medical coverage. This "Opt-Out" will remain in effect until the employee notifies the Human Resources Department on forms provided of the employees election to commence coverage as otherwise provided in this section.

Employees must initially provide proof at "Opt-Out" that the employee is covered by a medical insurance plan and must sign a waiver which holds the County harmless for any liability which may be caused by voluntarily electing not to receive hospital/medical insurance coverage from the County.

Thereafter, each full six (6) month period (June through November and December through May) the employee goes without the County provided coverage, the employee will be paid a lump sum gross amount of \$375.00 (in December or June as appropriate), provided that during the (6) month period the employee would otherwise have been eligible for County paid coverage, had the employee been receiving County paid coverage and the "Opt-Out" payment is not more than the hospital/medical premiums would have been during the same period.

Effective June 1, 2005, for each full six (6) month period (June through November and December through May) the employee goes without the County provided coverage, the employee will be paid a lump sum gross amount of \$500.00 (in December or June as appropriate), provided that during the (6) month period the employee would otherwise have been eligible for County paid coverage, had the employee been receiving County paid coverage and the "Opt-Out" payment is not more than the hospital/medical premiums would have been during the same period.

This lump sum amount shall be considered as taxable wages.

Employees may opt in or out of coverage due to a qualifying event, as defined and provided by the carrier, if otherwise eligible under the agreement.

An employee who is participating in the "Opt-Out" provision who separates employment prior to completion of the six (6) month period, or has a qualifying event and begins or discontinues coverage, will receive a pro-rated amount for each full month without coverage during that six (6) month period.

New hires may "Opt-Out" effective when the employee would otherwise be eligible for hospital/medical coverage. Such employee will receive a pro-rated amount for each full month without otherwise eligible coverage during that six (6) month period.

This does not preclude a County employee from being provided with County insurance through his/her spouse, who also works for the County.

## **ARTICLE XXXI - UNIFORMS, PROTECTIVE CLOTHING AND SAFETY EQUIPMENT**

### **Section 1 - Uniforms Provided by Employer**

The Employer will provide coveralls or other suitable protective clothing to be utilized when employees are working in an unsanitary area or when loading or unloading trucks. These items are to remain at the work site. Uniforms, protective clothing and safety equipment shall be replaced by the Employer when the Purchasing Director determines that such items are no longer suitable to be utilized by the employee. Uniforms, protective clothing and safety equipment shall be returned to the Employer upon termination of employment for any reason. It shall be the responsibility of each employee to provide normal and reasonable care of the uniforms, protective clothing and safety equipment.

The Employer reserves the right to require employees to wear and/or utilize any necessary protective devices, including protective footwear or foot shields, while performing their work duties as a condition of employment, at the Employer's expense.

The Employer will continue to provide uniforms, protective clothing and safety equipment to certain employees in Building and Grounds, Motor Pool, and Animal Control at the Employer's expense. Employees are required to wear the uniforms at all times while on the Employer's premises.

Uniformed Building and Grounds employees are each responsible for laundering their own uniforms. The Employer also agrees to provide one (1) all-weather coat to said



employees, with the exception of employees in the Painter and Painter Trainee classifications.

Uniformed Motor Pool employees will continue to be provided with four (4) freshly laundered changes of uniforms on a weekly basis. The Employer also agrees to provide one (1) all-weather coat to such employees.

Kennel Attendants who have completed the probationary period will be provided with four (4) complete laundered uniforms consisting of shirt and trousers.

Animal Control Officers will be provided with a minimum of five (5) uniforms consisting of shirt, hat, jacket, tie, trousers, and any such necessary uniform items as may be determined by the Employer. The Employer will provide for the cleaning of two (2) uniforms per employee per week. The Employer will also provide one (1) overcoat with a heavy liner for winter use, one (1) raincoat, one night stick for use on duty, and one (1) complete set of leather including belt, holster, bullet pouch, and belt keepers. Employees are prohibited from wearing these uniform items except when traveling to and from work and during regular duty hours.

## **Section 2 - Uniform Allowance**

The Employer will continue to provide a uniform allowance for the initial purchase and replacement of uniforms for employees in specified classifications. It is understood that this allowance is for the purchase and necessary upkeep of uniform items required by the Employer. The initial payment shall be paid within one (1) month of the date of employment, and thereafter, payments shall be paid annually on January 31. The employee receives the initial amount the first year of employment. On or before January 31st of the following year, the replacement allowance will be pro-rated in the following manner: one-twelfth (1/12) of the total allowance for each full month worked in the first year of employment. On or before the following January 31, and each year thereafter, the employee shall receive a clothing allowance in the full amount. Any employee receiving the uniform allowance who is terminated from employment by virtue of discharge, resignation, or voluntary quit prior to the expiration of a one-year period from the date the allowance was paid, shall repay the allowance on the basis of one-twelfth (1/12) of the amount received for each month they are short of meeting the one-year requirement.

A uniform allowance will be provided as follows: Horticulturist, Railroad Shop Mechanic, Master Mechanic, and Railroad Restoration and Construction Apprentice will receive \$215 for initial purchase and \$215 per year thereafter for replacement; Park Ranger will receive \$300 for initial purchase, \$200 per year thereafter for replacement, plus an additional cleaning allowance of \$150 per year paid in the manner outlined above for uniform allowance; part-time Park Ranger will receive \$125 for initial purchase, \$125 per year thereafter for replacement, plus a cleaning allowance of \$100 per year paid in the manner outlined above for uniform allowance; Property Attendant (Parks) will receive \$150 for initial purchase and \$150 per year thereafter for replacement. If required by Parks & Recreation Commission policy, a uniform allowance will be provided as follows: Park Naturalist II will receive \$300 for initial purchase and \$125 per year thereafter for replacement.

Print Shop employees will be provided \$200 for initial purchase and \$200 per year thereafter for replacement of plain shirts and pants appropriate for work and subject to the

approval of the Purchasing Director. The employees are responsible for purchasing, maintaining, and laundering these shirts and pants.

### **Section 3 - Safety Shoes**

Where the Employer deems it necessary for employees to wear safety shoes, one hundred dollars (\$100.00) will be paid to the employee with his/her first pay check. The employee is responsible for purchasing and maintaining safety shoes. Thereafter, the employee will receive one hundred dollars (\$100.00) every twenty-four months, adjusted for breaks in service, with the employee continuing to be responsible for purchase and maintenance of the safety shoes.

## **ARTICLE XXXII - TOOL ALLOWANCE**

The Employer will provide employees in the classifications of Maintenance Mechanic, Maintenance Mechanic Trainee, Auto Mechanic, Auto Mechanic Helper, and Utility Worker with power and special tools necessary for the performance of job duties. Employees will be responsible for supplying necessary hand tools, and shall receive a tool allowance from the Employer in the amount of \$200 per year upon submission of proper receipt(s) specifying the item(s) purchased, the amount paid, the name and address of the store or company from which the tools were purchased, and the date payments were made. Such reimbursement shall be made the first full pay period of January of each year.

Auto Mechanic and Auto Mechanic Helper classifications will also be reimbursed for insurance premiums incurred for theft insurance covering their tools used and stored at the work site.

The Employer will provide employees in the classifications of Park Horticulturist, Railroad Shop Mechanic, Master Mechanic, and Railroad Restoration and Construction Apprentice with specialized tools required for specified jobs as the need arises. Employees will be responsible for supplying tools required for the performance of job duties. The first pay period of January of each year, employees in said classifications shall receive a \$100 tool allowance.

Any employee receiving tool allowance and/or insurance reimbursement who is terminated from employment by virtue of discharge, resignation or voluntary quit prior to expiration of the one-year period after date reimbursement was issued, shall repay such reimbursement on the basis of one-twelfth (1/12) of the reimbursement for each month they are short of meeting the one (1) year requirement.

## **ARTICLE XXXIII - SAFETY GLASSES**

The Employer will purchase for any employee it requires to wear safety glasses, without cost to the employee, one (1) pair of safety glasses at time of original employment, or at such time after employment as it becomes necessary for the employee to wear glasses on the job. The Employer also will provide safety glasses as required by prescription changes, but not more than once in a two (2) year period, without cost to the employee.

The Employer will replace safety glasses whenever it can be substantiated by the employee beyond reasonable doubt that damage to the safety glasses did, in fact, occur on the job and did not result from negligence on the employee's part. It shall be the responsibility of the employee to establish these conditions to the department head. Employees' claims for damage to glasses other than safety glasses while on duty will not be honored. The employee will be responsible for all charges for their own eye examinations and all replacement costs over and above those agreed to by the Employer.

Employees will be required to wear safety glasses in those operations and areas specified by the Employer.

#### **ARTICLE XXXIV - SAFETY COMMITTEE**

A Safety Committee composed of two (2) bargaining unit representatives and two (2) Employer representatives shall be established. This Committee will review safety matters involving bargaining unit employees and may make recommendations to the Employer concerning such matters. The Safety Committee will operate under the procedural aspects outlined in Article V (Special Conferences).

#### **ARTICLE XXXV - SAVINGS CLAUSE AND NO STRIKE CLAUSE**

##### **Section 1 - Invalid Provision**

If any Article or Section or portion thereof of the 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 or portion thereof 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 or portion thereof.

##### **Section 2 - No Strike Clause**

In consideration of the foregoing provisions of this Agreement and during the term of this Agreement, the Union agrees that it will not cause or authorize its members to strike, sit down, slow down or engage in any work stoppage. The Union further agrees that it and its authorized representatives will discourage any such action on the part of individual employees.

## ARTICLE XXXVI - TERMINATION

This Agreement shall be not become effective until ratified by the affected bargaining units, and by the Genesee County Board of Commissioners and applicable Court Employers, and shall remain in full force and effect until 11:59 P.M. on the 30<sup>th</sup> day of September 2010. No provisions shall take effect prior to final ratification, unless specifically stated within this agreement. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing at least sixty (60) days prior to the expiration date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin not later than thirty (30) days prior to the expiration date, in which case this Agreement shall continue in full force and effect until terminated as provided hereinafter.

In the event that either party desires to terminate this Agreement, written notice must be given to the other party not less than fifteen (15) days prior to the desired termination date, such notification date shall not be before the expiration date set forth in the preceding paragraph. This agreement may be extended by mutual agreement on a day-to-day basis after termination.

FOR THE UNION/Date:

FOR THE EMPLOYER/Date:

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## APPENDIX

### Section 1 - Benefit Accrual Rate

The rate at which a particular benefit is accumulated and determined by the employees continuous service with Genesee County. This rate increases in an incremental fashion as years of continuous service grow.

### Section 2 - Benefit Accumulation

Actual amounts of the fringe benefit item received at the prescribed benefit accrual rate, in accordance with hours worked.

### Section 3 - Employee Benefit and Seniority Dates

- a. Continuous Service Date: Hire date adjusted for leaves of absence and/or layoffs in excess of thirty (30) calendar days and any unpaid suspension not overturned by grievance procedure; utilized for computing longevity payments.
- b. Anniversary Date: Hire date adjusted for leaves of absence and/or layoffs in excess of thirty (30) calendar days and any unpaid suspension not overturned by grievance procedure; utilized for determining the date of an employee's next scheduled merit increase.
- c. Hire-In Date: Date of most recent employment with Genesee County.
- d. Vacation Benefit Date: Hire date adjusted for leaves of absence and/or layoffs over thirty (30) calendar days and any unpaid suspension not overturned by grievance procedure; utilized for determining vacation accrual rate.
- e. Personal Time Benefit Date: Hire date adjusted for leaves of absence and/or layoffs over thirty (30) calendar days and any unpaid suspension not overturned by grievance procedure; utilized for personal time accumulation. However, if employee was active on the payroll prior to January 1, 1969 their personal time benefit date is January 1st.
- f. Seniority Date: Hire date in a department and/or classification per Union contract provisions, adjusted for leaves of absence and/or layoffs over thirty (30) calendar days and any unpaid suspension not overturned by grievance procedure; utilized primarily for promotional and layoff and recall purpose.
- g. Retirement Date (credited service): Date of membership in the Retirement System adjusted for any time absent from work when contributions were not made by the member into the Retirement System.

## **LETTER OF AGREEMENT**

### **Family and Medical Leave Act**

**Whereas**, the United States Congress has enacted the Family and Medical Leave Act of 1993 (FMLA), and

**Whereas**, the Employer and Union are desirous of incorporating the provisions of said Act into the existing collective bargaining agreement,

#### **THE PARTIES AGREE AS FOLLOWS:**

1. The FMLA is hereby incorporated into the collective bargaining agreement by reference. In the event benefits provided by FMLA conflict with benefits provided by the collective bargaining agreement, the provisions which provide the greatest benefit to the employee shall be honored.
2. In order to be eligible to request FMLA leave, an employee must have worked for the County for at least twelve (12) months since the employee's last date of hire and must have worked at least 1250 straight-time hours in the twelve (12) months immediately preceding the request for FMLA leave.
3. FMLA leave is without pay unless otherwise provided by a collective bargaining agreement or Personnel Policies.
4. Full-time employees are entitled to maximum FMLA leave of twelve (12) weeks (480 hours) in any twelve (12) month period commencing with the first date of any FMLA leave.
5. Part-time employees are entitled to FMLA leave on a pro-rata basis using the average hours worked per week during the twelve (12) weeks immediately preceding the commencement of the leave. For example, a part-time employee who worked an average of twenty (20) hours per week would be entitled to a maximum of six (6) weeks (240 hours) of FMLA leave in any twelve (12) month period commencing with the first date of an FMLA leave.
6. An employee must request FMLA leave at least thirty (30) calendar days in advance in the event of a foreseeable leave. Request forms will be provided by the Employer. In unexpected or unforeseeable situations, the employee must follow the regular notice requirements contained in the collective bargaining agreement or in department rules.

AFSCME 496  
Family and Medical Leave Act

7. FMLA leave will be granted to an employee for the following reasons:
  - a) To care for the employee's child upon birth or upon placement of a child by adoption or foster care. Leave for this reason expires no later than twelve (12) months after the child's birth or placement with the employee.
  - b) To care for the spouse, child or parent of the employee when the spouse, child or parent has a serious health condition.
  - c) In the event the employee has a serious health condition rendering the employee unable to perform the functions of his/her position.
8. Requests for intermittent leave (in hourly or daily increments) shall be granted when medically necessary due to the employee's own serious health condition or when the employee is needed to care for his/her spouse, child or parent who has a serious health condition.

The Employer reserves the right to temporarily transfer an employee on intermittent leave to a position with equivalent pay and benefits so as not to disrupt the efficiency of the department.
9. Requests for intermittent leave due to birth or placement of an employee's child by adoption or foster care shall be granted at the sole discretion of the Department Head.
10. Employees granted FMLA leave may be required to exhaust accumulated personal time prior to going without pay. However, upon request, the employee may reserve twenty-eight (28) personal time hours, or their then current amount of accumulated personal time, whichever is less. Accumulated personal time and/or vacation time may be used at the request of the employee.
11. Employees receiving Employer paid hospital/medical, dental and vision insurance at the time FMLA leave commences shall continue to receive such insurance for the duration of the FMLA leave or longer, if the collective bargaining agreement so provides. The Employer has no obligation to provide any such insurance during FMLA leave in the event the employee would not otherwise be eligible to receive such insurance.
12. Any employee required to pay a portion of health insurance premiums at the time FMLA leave commences must continue to make the required payment during the term of the leave. Failure to make the required payment shall be cause for termination of the health insurance coverage.

AFSCME 496  
Family and Medical Leave Act

13. Seniority and continuous service for the purpose of benefit accrual rates shall continue for the first thirty (30) calendar days of FMLA leave. Upon return from FMLA leave lasting longer than thirty (30) calendar days, an employee's seniority date, benefit accrual rates and benefit dates shall be adjusted forward to take into account the length of the employee's absence, provided however, the employee shall be given credit on his/her seniority and benefit eligibility dates for the first thirty (30) calendar days of the absence.
14. Failure to return to work upon expiration of FMLA leave shall result in the employee being required to reimburse the Employer for health insurance premiums paid by the Employer to continue such coverage during the leave. This reimbursement shall not apply under the following conditions:
  - a) The employee's reason for not returning to work is due to continuation of the serious health condition which necessitated the FMLA leave or the onset of a new serious health condition of the employee.
  - b) Circumstances beyond the control of the employee properly substantiated to the Employer within thirty (30) calendar days of the expiration of the leave.
  - c) Converting the FMLA leave to another approved leave as provided in the County Policies or collective bargaining agreement.
15. Employees returning to work from an FMLA leave within twelve (12) weeks from the date such leave commenced will resume work in the same classification and Department they held immediately prior to the leave. If an employee returns to work from FMLA leave which is authorized to last longer than twelve (12) weeks after having been on such leave for a period of time greater than twelve (12) weeks, the employee will be initially placed in the same classification the employee held prior to the leave, seniority permitting, and thereafter, if necessary, the provisions of Article X - Layoff Procedure will be applied.
16. The Employer reserves the right to require employees to submit proper certification to justify granting and continuing FMLA leaves and to have the employee examined by a physician designated by the Employer. In the event there is a dispute between the employee's physician and the Employer's physician, the two physicians shall select a third physician whose decision shall be final and binding upon the employee and Employer. The cost of the third physician shall be borne by the Employer.



AFSCME 496  
Family and Medical Leave Act

17. Time spent by an employee on short-term or long-term disability and Workers' compensation leave shall be counted as FMLA leave, including the applicable waiting period.
18. Spouses both employed by the County are entitled to a maximum of twelve (12) weeks in the aggregate for the same FMLA reason. For example, each employee would be entitled to FMLA leave due to the birth of a child but, for a maximum of twelve (12) weeks (e.g., eight (8) weeks for the mother and four (4) weeks for the father).
19. An employee on FMLA leave may not work for another Employer during the period of the leave. Termination of County employment will result for violations of this paragraph.
20. Definitions of terms used herein shall be as contained in the Act.

FOR THE UNION/Date:

FOR THE EMPLOYER/Date:

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## **LETTER OF AGREEMENT**

### **Flex Time**

**Whereas,** the Employer and Union desire to allow some flexibility in employees setting work schedules, and

**Whereas,** flexible schedules would potentially conflict with Article XIV,

### **THE PARTIES AGREE AS FOLLOWS:**

- (a) Each participating department, division, and/or section, employing employees represented by the Union shall, consistent with its operating needs, institute a program which will allow full-time employees to voluntarily work a flexible work schedule, so long as Employer operations remain adequately staffed.
- (b) Each participating employee may complete a two-week flex time work schedule and deliver it to his/her immediate supervisor for consideration, on the Monday preceding the start of each pay period. If approval is not granted by the following Wednesday, the request is denied.
- (c) Flex time utilized under this program shall be subject to the following requirements and conditions:
  - (1) Employees will schedule forty (40) hours of work per week.
  - (2) Employees may schedule a maximum of ten (10) hours work each day.
  - (3) Employees will schedule a minimum thirty (30) minute lunch break each day.
  - (4) Leave time shall be entered on the employee's flex schedule.
  - (5) Eligible employees will receive eight (8) hours pay for holidays.
  - (6) Any employee who does not complete a flex time schedule shall be scheduled by the Employer to work a normal work week pursuant to Article XIV.
  - (7) Leave time will be charged according to the hours an employee was scheduled to work.
  - (8) Employees working on a flex time schedule shall not receive daily overtime pay, unless authorized to work beyond the scheduled quitting time.
- (d) The Union recognizes that the granting or denial of flex time rests in the sole discretion of the Employer. An approved flex schedule may be canceled with twenty-four (24) hour notice.

AFSCME 496  
Flex Time

- (e) When the operational needs of the department, division, or section allow for only a limited number of employees within a classification who perform the same function to utilize flex time within a given pay period, seniority shall determine which employee(s) shall be afforded the opportunity to utilize flex time. Lower seniority employees who perform the same function will be afforded the opportunity to utilize flex time in following pay periods on a rotating basis.
- (f) This Agreement does not apply to employees working in the Assistant Prosecuting Attorney classification.

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## LETTER OF AGREEMENT

### Clerk Technicians

1. Secretaries who had formerly been classified as Clerk Technician and who attain a passing score on a typing test shall be considered to meet the minimum entrance requirements for the Secretary classification for layoff and recall purposes and may be added to the Secretary eligibility list during the six (6) month modification period if otherwise eligible pursuant to Article XI. Such employees shall also retain seniority as if promoted.
2. Secretaries who had formerly been classified as Clerk Technician who do not attain a passing score on the word processing test will continue on the Secretary pay scale, however, will be considered to NOT meet the minimum entrance requirements for the Secretary classification for layoff and recall purposes. Specifically, this means that an individual could be bumped by a person with less seniority in the event of layoff, provided of course, the lesser seniority employee meets the minimum entrance requirements for the Secretary classification.
3. An employee who does not attain a passing score may retake the test as often as allowed in the collective bargaining agreement. The Human Resources Department shall arrange for a reasonable amount of tutoring upon request of an employee. Upon attaining a passing score, the employee shall be treated as described in paragraph 1 above.
4. The Union acknowledges that, even though affected employees will hereafter be considered Secretaries, some individuals will still be required to perform health care related functions such as, but not limited to, vision and hearing screening, drawing blood and making home visits.

AFSCME 496-00  
Clerk Technicians

5. In the event of layoff, Health Technicians cannot be bumped by any employee from another classification.

Reclassified Secretaries who primarily perform Health Technician duties may be transferred into the Health Technician classification if requested by the employee and if approved by the Administrative Health Officer.

Within two (2) weeks of reaching a tentative agreement, the Health Officer will advise the Union of those employees performing Health Technician work that will be classified as a Health Technician.

6. The Administrative Health Officer has the option of filling future vacancies with a Health Technician or Secretary regardless of the nature of the vacating employee's duties.

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FOR THE EMPLOYER/Date:

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AFSCME 496-00  
Administrative Secretary  
Friend of the Court  
Health Department

## LETTER OF AGREEMENT

### **Administrative Secretary - Friend of the Court; Health Department**

The parties agree that when filling vacancies in the Administrative Secretary classification in the Friend of the Court or Health Department, the vacancy will be posted for ten (10) calendar days and the Director of each Department may select any qualified applicant from the respective bargaining unit. Thereafter, the successful applicant will be governed by Article XI – Vacancies.

FOR THE UNION/Date:

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## LETTER OF AGREEMENT

### Floater Secretary

The Union and Employer hereby agree to establish the bargaining unit classification of Floater Secretary. The purpose of this classification is to fill in for temporary vacancies in various departments to perform clerical functions of equal or lesser paying classifications. The number of Floater Secretary positions, if any, will be determined by the Employer. The job duties shall be as described in the Secretary job description. Each Floater position shall be a regular, full-time position. The Floater employees shall work out of the Human Resources office and will be assigned to specific departments as determined by Human Resources. The provisions of Article X - Layoff and Recall shall not apply to Floater Secretaries. Floater Secretaries shall not be allowed to bid on lateral vacancies until he/she has attained twenty-four (24) months in the position. A floater Secretary who successfully bids out of the floater position into a general County position, subsequent to attaining twenty-four (24) months, shall be credited with seniority for layoff/recall purposes, if the trial period is successfully completed.

The individual Court Employers reserve the right to continue the use of temporary agency employees for temporary vacancies.

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FOR THE EMPLOYER/Date:

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AFSCME 496-00  
Deputy Register to Senior Deputy Register  
Family Division of Circuit Court and Probate Court

## LETTER OF AGREEMENT

### Deputy Register to Senior Deputy Register

**Whereas**, AFSCME Local 496-00 represents employees in Family Division of Circuit Court and Probate Court, and

**Whereas**, Local 496-00, Family Court, Probate Court and the County are desirous of providing a process, for employees classified as Deputy Register to progress to Senior Deputy Register in Family Division of Circuit Court and Probate Court,

### THE PARTIES AGREE AS FOLLOWS:

The job duties of the Senior Deputy Register and Deputy Register are recognized as interchangeable, with experience being the primary factor in progressing to Senior Deputy Register.

The Senior Deputy Register position is an automatic promotion upon completion of two (2) years as a Deputy Register. Therefore, Senior Deputy Register positions will not be posted. Upon completion of two (2) years (4160 hours) as a Deputy Register, the employee will be automatically promoted to Senior Deputy Register. The rate of pay received will be the first step of the Senior Deputy Register pay range, which provides the employee an increase from their pay rate as a Deputy Register.

All vacancies will be posted in the Deputy Register classification in accordance with the provisions of Article XI.

FOR THE UNION/Date:

FOR THE EMPLOYERS/Date:

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## LETTER OF AGREEMENT

### Union Training Day

The Employer agrees to release, with pay, all Union stewards, alternate stewards, Chief Stewards, Chapter Chairpersons and members of the Local 496 Executive Board, for one work day each calendar year.

The purpose of the paid release time is for training in matters relating to the employee's role as a Union representative. Discussions regarding endorsements of holders of elective office and/or candidates for elective office shall be prohibited. A maximum of the first ninety minutes of each training day will be devoted to joint labor/management cooperation; therefore, members of management will be in attendance during that time. The Union reserves the right to determine the content of the training to be offered after the expiration of the joint labor/management.

Each training date shall be agreed upon at least sixty (60) calendar days in advance between the Human Resources Director and Council 25. The Union shall confirm in writing to Human Resources, the names of employees expected to attend the training, no later than thirty (30) calendar days in advance. An employee released for training, who fails to attend, shall forfeit pay for the day unless excused by the Human Resources Director. Under unique circumstances, the Employer may deny the release of an employee.

Training shall be conducted on a weekday (Monday – Friday) and employees will be compensated by the Employer for a regular eight-hour (8) workday. Employees who regularly work second or third shift shall be excused from working their regular shift on the training day.

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FOR THE EMPLOYER/Date:

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## LETTER OF AGREEMENT

### Seniority of Former Members

In conjunction with Article IX, Section 1 (c.4) of the 1993-95 Local 496 contract negotiations, the parties mutually agreed that the following former Local 496 employees were promoted or transferred out of the bargaining unit prior to the signing of this Agreement.

<u>Name</u>	<u>Former Classification</u>	<u>Bargaining Unit Seniority Date</u>	<u>Promotion Transfer</u>	<u>Seniority Expires</u>
Butler, Carolyn	Secretary	06-23-75	09-02-92	17 yrs., 70 days (11-11-09)
Jones, Carolyn	Sen. Dep. Dist. Court Clerk	08-23-76	02-13-92	15 yrs., 174 days (08-06-07)
Moore, Patricia	Sr. Acct. Clerk	09-07-72	07-17-89	16 yrs., 313 days (05-26-06)
Walker, Ronald	Park Horticulturist	04-26-78	11-02-91	13 yrs. 190 days (05-11-05)

FOR THE UNION/Date:

FOR THE EMPLOYER/Date:

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## LETTER OF AGREEMENT

### Treasurer's Office - Seasonal Employees

The parties mutually agree that the Genesee County Treasurer's Office may employ up to five (5) full-time clerical employees on a temporary basis for a period of eighty-nine (89) days or less during each year at the new hire rate for Account Clerk in the bargaining unit classification of Seasonal Tax Clerk - Treasurer's Office. All provisions of the Local 496 master agreement and Chapter 00 addendum are applicable to employees in this classification except Article XI - Vacancies.

This agreement does not set a precedent in any future case and is without prejudice to the position of either party with regard to the contractual provisions for temporary and/or contract service employees.

FOR THE UNION/Date:

FOR THE EMPLOYER/Date:

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**LETTER OF AGREEMENT**

**Attorneys**

Pursuant to the Fair Labor Standards Act, all Attorney classifications shall be exempt from overtime. Hours of work shall be designated by the Employers, however it is the intention of the Employer that the regular work week shall average forty (40) hours.

FOR THE UNION/DATE:

FOR THE EMPLOYER/DATE:

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**LETTER OF AGREEMENT**

**Temporary Principal Account Clerk**

**Whereas**, the Treasurer's Office has a need to upgrade the classification of the Senior Account Clerk semi-annually during the Board of Review,

**THE PARTIES AGREE AS FOLLOWS:**

1. The Treasurer's Office has need for the Senior Account Clerk to work as a Principal Account Clerk semi-annually. The assignment would begin on January 1 and August 1 respectively, and last for approximately four weeks each.
2. The parties agree that during each period of time, the position of Principal Account Clerk will not be posted, and the Senior Account Clerk will receive the assignment.
3. The Senior Account Clerk will be compensated at the higher rate of pay as a Principal Account Clerk for the entire period worked with the Board of Review.
4. This agreement shall not set a precedent for any matters now pending or that may arise in the future between the parties.

FOR THE UNION/Date:

FOR THE EMPLOYER/Date:

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## LETTER OF AGREEMENT

### MIS Qualifications-Current Employees

**Whereas,** the Union represents employees in various classifications in the Management Information Systems Department and the Public Health Department, and

**Whereas,** it is in the best interests of the Employer and Union for vacant positions to be filled with the most qualified applicants, and

**Whereas,** it is desired that current employees receive protections as a result of the minimum qualification modifications being implemented in the Solution Center Technician classification and Public Health Information Systems Technician classification,

#### THE PARTIES AGREE AS FOLLOWS:

1. The modified job description for the Solution Center Technician and Public Health Information Systems Technician classifications will include the requirement that employees possess A+ or equivalent training as a minimum qualification.

Employees working in Chapter 01 bargaining unit classifications in MIS department and Public Health Information Services Division employed as of April 3, 2000, shall be considered to have the necessary experience equivalent to the A+ certification.

FOR THE UNION/DATE:

FOR THE EMPLOYER/DATE:

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## LETTER OF AGREEMENT

### Generic Time-Vacation Conversion

The Union and Employer hereby agree to modify the "Generic Time Agreement" as it relates to the reinstatement of vacation time previously used to purchase service credits.

Under the current agreement, employees who forfeit their Generic Time purchase, must have converted vacation time reinstated to their vacation accumulation. Excess accumulation must be used within two years.

In lieu of reinstating the converted vacation time as originally intended, the parties agree that an employee shall have the net amount that was used for purchasing generic time, refunded in cash to the employee as if it were a refund of post tax, employee retirement contributions. Interest will be included on the amount and calculated pursuant to the Genesee County Retirement System Ordinance relating to the refund of employee contributions.

Upon written request from the employee to the Retirement Supervisor, the converted vacation time will be re-credited to the employee instead of being refunded as described above. If such written request is not submitted at least thirty (30) calendar days prior to the retirement date, the employee will receive the refund.

This Letter of Agreement shall become effective March 1, 2000 and shall apply to bargaining unit members who forfeit generic time on or after that date.

This Letter of Agreement shall not set a precedent for any other matters now pending or that may arise in the future between the parties.

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FOR THE EMPLOYER/DATE:

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Personal Time  
Additional Hours

**LETTER OF AGREEMENT**

**Personal Time; Additional Hours**

Seniority employees will have twenty (20) personal time hours added to their personal time accumulation within thirty (30) calendar days of ratification of this contract by the Genesee County Board of Commissioners. Probationary employees working at the time the agreement is ratified as stated above, will receive twenty (20) personal time hours added to their personal time accumulation upon completion of the new hire probationary period.

Seniority employees will have an additional twenty (20) personal time hours added to their personal time accumulation on April 1, 2006.

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FOR THE EMPLOYER/DATE:

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Community Mental Health  
Seniority Retirement

**LETTER OF AGREEMENT**

**Community Mental Health Seniority Retirement**

Employees who transfer to a bargaining unit position from Genesee County Community Mental Health, without a break in service other than vacation time, shall maintain seniority earned as a CMH employee for retirement benefit purposes only, upon completion of the new hire probationary period. Seniority and all other benefits shall be according to the collective bargaining agreement then in effect.

FOR THE UNION/DATE:

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FOR THE EMPLOYER/DATE:

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**ADDENDUM  
BETWEEN  
GENESEE COUNTY (As Defined)**

**And**

**CHAPTER 00, LOCAL 496, COUNCIL 25, AFSCME  
REPRESENTING CLERICAL & MAINTENANCE EMPLOYEES**

The following Addendum provisions are applicable to employees represented by Chapter 00 of Local 496 and represent full and final settlement of all negotiation issues between the parties. These provisions supersede all Chapter 00, Clerical and Maintenance Employees' Letters of Agreement and Addendums in existence prior to the effective date of this Addendum and not covered by the Master Agreement. Unless otherwise specified, the effective date of these provisions shall be the effective date as provided in Article XXXVI unless otherwise specified.

**(1) *Shift Preference***

- A. After attaining one (1) year of seniority, employees may make written application to their Supervisor for transfer to a desired shift within the same Employer, department and classification. Shift preference may only be exercised during the period from January 1<sup>st</sup> to January 30<sup>th</sup>. Application for transfer must be made not less than thirty (30) calendar days in advance of January 1<sup>st</sup>. Shift transfers in accordance with the above provisions will be made by the Employer no later than January 30<sup>th</sup> on the basis of seniority within the classification in that department of that Employer.
- B. Shift preference may also be exercised in the event of a vacancy within the department and classification, providing prior application for transfer has been made to the Supervisor. However, this does not preclude the Employer from filling any such vacancy with a probationary employee who will not be subject to transfer to another shift until the conclusion of the probationary period.
- C. However, it is understood by the parties that all employees being considered for transfer must be fully capable of performing the work available on their preferred shift. Furthermore, those employees whose jobs are taken via a shift preference transfer must be fully capable of performing the work available on the less desired shift.

**(2) *Minor Shortages – Money Handlers***

Bargaining unit employees will not be required to refund minor shortages incurred in their daily money handling operations. Such employees will continue to be bonded by the County insurance carrier against larger losses. However, employees at all times will be responsible for satisfactorily performing their job assignment of balancing their cashier operations.

In the event an individual employee is repeatedly short or consistently has problems in the performance of his/her job, a special conference will be held at the request of either party to discuss the employee's suitability to remain on the job and to explore alternatives, prior to action being taken by the Employer.

**(3) *Maintenance, Painter and Auto Mechanic Trainees***

The parties reached agreement on the following provisions, which will be implemented within the Maintenance Mechanic, Painter, and Auto Mechanic classifications:

- A. To advance from the Trainee position to the Maintenance Mechanic, Painter, or Auto Mechanic position, employees will be required to attend and successfully complete an educational program consisting of five (5) classes of a job-related nature and satisfactorily complete two (2) years of service.
- B. The Employer agrees to pay on behalf of employees covered by this Agreement, tuition expenses and/or registration fees required for the above mentioned five (5) classes. The Employer further agrees to pay said employees at their regular straight-time rate for time spent attending the above mentioned five (5) classes. Classes which are not completed with a minimum of a "C" grade will be repeated at the individual employee's expense (without tuition and/or registration fees paid and without pay for time spent attending classes).
- C. It is understood by the parties that the Educational Program will render final determination in the following areas:
  - 1. Class grading system and grades given to any individual employee.
  - 2. Scheduling of classes and implementation of educational program.
  - 3. Verification of time spent attending classes.
- D. Advancement for Trainees without completing the educational program will be restricted to the steps of the Trainee pay scale. Further advancement will be contingent upon completion of the required educational program with "C" grades or better. Completion of the educational program will be a condition of employment within three (3) years of hire date by written agreement between employee and Employer. An Employee deemed unsatisfactory in the Trainee position shall be returned to his/her former classification within the three (3) year period.
- E. The only exception to the above-mentioned time limits would occur due to the non-availability of suitable course(s).
- F. Time spent by employees in the educational program shall not be considered as time worked, except for pay purposes.
- G. An Apprentice Committee, consisting of one (1) representative of the Employer, and one (1) representative of the Union will periodically review conditions of the Apprentice Program and the Educational program and make recommendations concerning same to the Employer.

- H. The parties recognize that nothing in this Agreement modifies or limits the provisions of Article II of the Master Agreement, except as expressly specified in terms of this Agreement.
- I. It is the intent of the Employer to promote employees from within the bargaining unit to Trainee positions as vacancies occur, unless extenuating circumstances provide otherwise.

**(4) Court Classifications**

With regard to the provisions of Article IX, Seniority, Section 1, and Article X, Layoff and Recall, Section 1, (c), (1) the following revisions shall be applicable for all Chapter 00 Court employees.

Seniority shall be defined as the length of an employee's continuous service within the Chapter 00 bargaining unit within that Employer commencing with the employee's last date of hire. There shall be no classification seniority for Chapter 00 Court employees.

**(5) Stand-by Time**

When employees are scheduled by the Employer to be on "stand-by" status for any specific period of time, they shall be compensated at the following rates: One (1) hour additional straight-time pay for days they are regularly scheduled to work and two (2) hours additional straight-time pay for days they are not regularly scheduled to work. If an employee on "stand-by" status is called in, they shall receive applicable compensation for hours worked in addition to compensation for "stand-by" time. Employees placed on "stand-by" status by the Employer shall be required to remain locally readily available at all times while on "stand-by".

**(6) Time for Testing Purposes**

The Employer will provide the employee with time away from the work station for the purpose of completing tests required for filling of internal vacancies. It is the employee's responsibility to arrange a mutually agreeable date and time with their Supervisor and the Human Resources Department for completion of said tests.

**(7) Transportation Allotment**

- A. Employees who are required by the County to utilize their own vehicle on a regular basis in the performance of their primary job duties shall be provided with \$500.00 annually to defray a portion of the cost of their automobile insurance policy. Said employee must furnish by November 30 to the Department Head proof of coverage for traveling on County business; the minimum liability coverage of the policy shall be \$250,000/\$500,000.
- B. Payment will be pro-rated at the end of the year on the basis of the number of months worked during that particular year. Part-time employees will receive fifty percent (50%) of the amount paid full-time employees. Payment will be made as a travel expenditure as soon as possible after December 16th.

- C. Employees as indicated in (A) above, shall for the duration of the Agreement receive the privilege of excused time for tardiness due to breakdown of personal car contingent upon this benefit not being abused or misused.
- D. Vehicle is defined as a four wheeled car, pick-up truck, or van type of passenger conveyance.

**(8) *Senior Court Clerk and Court Clerk - County Clerk's Office***

The position not currently assigned to a specific Court (also known as the "floater") will be filled by a Senior Court Clerk.

The job duties of the Senior Court Clerk and the Court Clerk are recognized as interchangeable, with experience being the primary factor in progressing to Senior Court Clerk.

The Senior Court Clerk position is an automatic promotion upon completion of two (2) years as a Court Clerk. Therefore, Senior Court Clerk positions will not be posted. Upon completion of two (2) years (4160 hours) as a Court Clerk, the employee will be automatically promoted to Senior Court Clerk. The rate of pay received will be the first step of the Senior Court Clerk pay range which provides the employee an increase from their pay rates as a Court Clerk.

All vacancies will be posted in the Court Clerk classification in accordance with the provisions of Article XI, except as provided below.

In the event that a vacancy occurs in either the Senior Court Clerk or Court Clerk classifications and no one possesses the required Court Clerk minimum requirements, the then current Deputy Clerk with the most experience in the Legal Division shall be awarded the trial period in the Court Clerk classification subject to the trial period as outlined in Article XI, Section 6. The rate of pay received will be the first step of the Court Clerk pay range which provides the employee an increase from their pay rate as a Deputy Clerk.

The parties recognize that this use of classification seniority constitutes an exception to Article IX, Section 1 of the Master Contract.

**(9) *Applicable Items for Employees in Circuit/District/Probate Courts***

Items 1, 2, 4, 5, 6, and 10 are applicable to employees in Circuit, District and Probate Courts. Items 3, 7 and 8 are not applicable to employees in Circuit, District and Probate Courts.

**(10)    *Savings Clause and Termination***

It is understood by the parties that all the provisions of Articles XXXV and XXXVI of the Local 496 Master Agreement apply in their entirety to all the provisions of the Addendum.

FOR THE UNION/Date:

FOR THE EMPLOYER/Date:

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**ADDENDUM  
BETWEEN  
GENESEE COUNTY (As Defined)**

**And**

**CHAPTER 01, LOCAL 496, COUNCIL 25, AFSC&ME  
REPRESENTING PROFESSIONAL & TECHNICAL EMPLOYEES**

The following Addendum provisions are applicable to employees represented by Chapter 01 of Local 496, and represent full and final settlement of all negotiation issues between the parties. These provisions supersede all Chapter 01 Professional and Technical Employees Letters of Agreement and Addendums in existence prior to the effective date of this Addendum. The effective date of these provisions shall be the effective date as provided in Article XXXVI unless otherwise specified.

**(1) Article IX and Article X - Seniority and Layoff and Recall**

In the application of the provisions of Article IX, Sections 1 through 7 and Article X to Chapter 01 bargaining unit employees, the phrase "classification within the non-interchangeable seniority group" shall be substituted for the word "classification" and the following constitutes the non-interchangeable seniority groups within the bargaining unit:

Group I

Computer Operator, Programmer, Systems Analyst, Network Coordinator, Solution Center Coordinator, Solution Center Technician, Computer Operator II, Public Health Information Systems Technician, Public Health Information Systems Coordinator, Information Specialist

Group II

Examiner, Mapping Technician, ~~and~~ Property Description Technician, Geographic Information Systems Specialist

Group III

Associate Planner, Senior Planner, Rehabilitation Inspector, Rehabilitation Intake Coordinator

Group IV

Printer

Group V

Park Naturalist, Recreation Program Specialist, Financial Affairs Officer, ~~Park~~ Horticulturist, Park Ranger, Master Mechanic, Food Operations Coordinator, Parks Marketing Specialist

Group VI

Accountant

Group VII

Emergency Management Specialist, Emergency Management Program Coordinator

Group VIII

Environmental Health Technician

Group IX

Facility Training Coordinator

Group X

FOC Accountant

Group XI

Public Health Nurse I, II, Public Health Nursing Coordinator, ~~and~~ Nurse Practitioner

Group XII

Nutritionist I, Nutritionist II, Nutritionist Coordinator

Group XIII

Health Educator, Health Education Coordinator

Group XIV

Public Health Program Coordinator

Group XV

Environmental Sanitarian, Environmental Health Coordinator

Group XVI

Medical Technologist

Group XVII

Animal Control Officer, Kennel Attendant

Group XVIII

Assistant Prosecuting Attorney Trainee, I, II, III

Group XIX

Development, Planning and Grants Coordinator

Group XX

Epidemiologist

Group XXI

Equal Opportunity Specialist

Group XXII

Railroad Restoration Apprentice

Group XXIII

Clinical Utilization Coordinator

Group XXIV

Tax Reversion Coordinator



Group XXV  
Community Health Analyst

Group XXVI  
Defender Administrator Specialist

Group XXVII  
Drug Court Specialist

Group XXVIII  
Court Technology Coordinator

Group XXIX  
67<sup>TH</sup> District Court Information Systems Coordinator

Group XXX  
Land Foreclosure Specialist

**(2) *Shift Preference***

- (a) After attaining one (1) year of seniority, employees may make written application to their Supervisor for transfer to a desired shift within the same department and classification. Shift preference may only be exercised during the periods from January 1<sup>st</sup> to January 30<sup>th</sup> and July 1<sup>st</sup> to July 31<sup>st</sup>. Application for transfer must be made not less than thirty (30) calendar days in advance of January 1<sup>st</sup> or July 1<sup>st</sup>. Shift transfers in accordance with the above provisions will be made by the Employer no later than January 30<sup>th</sup> for the first filing period and no later than July 31<sup>st</sup> for the second filing period on the basis of seniority within the classification in that department.
- (b) Shift preference may also be exercised in the event of a vacancy within the department and classification, providing prior application has been made to the Supervisor. However, this does not preclude the Employer from filling any such vacancy with a probationary employee who will not be subject to transfer to another shift until the conclusion of their probationary period.
- (c) It is understood by the parties that all employees being considered for transfer must be fully capable of performing the work available. In the event any employee transferred cannot perform satisfactorily on the shift in question, a special conference will be held before any action is taken.

**(3) *Associate Planner Seniority***

The seniority of any Associate Planner assigned as either a Community Development Specialist or an Economic Development Specialist shall continue to accumulate seniority within the classification of Associate Planner. In the case of layoff, recall or promotion, the total time spent in the classification Associate Planner, irrespective of the specialty, shall be used to determine applicable seniority rights.

**(4) *Stand-By Time - Management Information Services***

Any employee scheduled by the Employer to be on "stand-by" status for any specified calendar week shall be compensated at the following rates. One (1) hour additional straight time pay for those days that they are regularly scheduled to work and two (2) hours additional straight time pay for days they are not regularly scheduled to work; for a total of nine (9) hours additional straight time pay for the week in question. If an employee on stand-by status is called in, they shall receive applicable compensation for hours worked in addition to compensation for stand-by time. Employees placed on stand-by status by the Employer shall be required to remain locally readily available at all times while on stand-by.

However, it is understood by the parties that when a minor holiday(s) falls within the specific calendar week a bargaining unit employee is scheduled to be on stand-by status, that employee shall receive no additional compensation other than the above mentioned total of nine (9) straight time hours compensation. It is further understood by the parties that when a major holiday (reference Article XV, Section 4) falls within the specific calendar week a bargaining unit employee is scheduled to be on stand-by status, that employee shall receive an additional four (4) hours straight time pay for being on stand-by on that major holiday; for a total of thirteen (13) hours additional straight time pay for the specific calendar week in question.

**(5) *Park Rangers***

**(a) Shift Change/Preference**

Except for emergency situations, scheduling will be done on a monthly basis and supervisors will not change shifts of employees without fifteen (15) calendar days notice, unless otherwise mutually agreed upon by the Employer and employee.

The work schedule for any one (1) month will be completed and posted by the fifteenth (15) day of the preceding month. The Employer shall have the right to change any shift providing the employee is given fifteen (15) calendar days notice of said change.

After one (1) year seniority within the bargaining unit, employees may be considered for transfer to their desired shift upon making written application to their immediate supervisor. Such shift preference shall be considered twice a year to become effective on April 1 and October 1. Seniority will be recognized as the primary basis for transfer to a desired shift, provided such transfer will not be detrimental to the efficient operation of the Parks and Recreation Commission.

It is understood by the parties that the applicants for shift change must be capable of satisfactorily performing all job duties on desired shifts.

**(b) Hours of Work**

Shifts shall be established as any eight (8) consecutive hours. For clarification of premium pay, first shift will be any shift which starts between the hours of 4:00 a.m. to 11:59 a.m., second shift is any shift which starts between the hours of 12:00 noon to 7:59 p.m., third shift is any shift which starts between the hours of 8:00 p.m. to 3:59 a.m.

(c) Court Time

Employees who may be subpoenaed to appear in the Court on criminal matters on days off or other authorized off duty time will be given a minimum of two (2) hours pay at the time and one-half (1 1/2) rate for their set appearance in lieu of any witness fee. Witness fees are to be assigned to the Genesee County Treasurer.

(d) Equipment and False Arrest Insurance

The Employer will provide the equipment necessary for the performance of the ranger's duties. Rangers are expected to exercise reasonable care in the maintenance of equipment items provided to them.

The Employer will provide and pay the cost of false arrest insurance and bonding for rangers required to maintain such coverage.

(e) Overtime

Time and one-half (1 1/2) will be paid to employees for all work performed in excess of eight (8) hours in any twenty-four (24) hour period or in excess of eighty (80) hours bi-weekly pay period.

(f) Holidays

Park Rangers are scheduled as a continuous seven (7) day operation and the actual date of the holiday will be recognized.

(g) Lunch Period

A one-half (1/2) hour lunch break is also permitted; however, it should be noted that ranger personnel are on duty for the eight (8) hour period of their day and that these breaks are granted only when the workload permits.

(h) Outside Employment

Any outside employment undertaken shall in no way deter an individual from satisfactorily performing his or her duties as a County employee.

The employee is to fill out a form designating the kind of outside work to be undertaken and the hours that are required by the position.

The Director is to make a decision in writing regarding the feasibility of allowing the employee to indulge in this outside employment. The decision of the Director is final.

(i) Call-in pay

An employee called into work on a day other than a regularly scheduled work day will receive a minimum of two (2) hours pay paid at the overtime rate for time spent on the job.

(j) Seniority - Seasonal Employees

Seasonal employees are defined as employees hired to perform a specific function on a limited basis. Seasonal employees shall not be limited to ninety (90) calendar days as in the case of temporary employees. All other provisions of this Agreement do not apply to seasonal employees.

(k) Layoff and Recall

The Park Rangers are exempt from Article X, Section 1 (b) with the following provision. The number of full-time Park Rangers shall not fall below two (2) while seasonal park rangers are being employed.

If the number of full-time rangers falls below two (2), Section 1 (b) of the Local 496 Master Agreement will become operative and seasonal employees shall be considered as temporary employees for this purpose only.

It is also understood by the parties that any full-time or part-time employees who are laid off shall be offered available seasonal hours at the applicable seasonal rate of pay. Refusal of said seasonal hours releases the Commission from any additional offers and restricts the laid off employees only to those contractual rights found in the Master Agreement.

(l) Firearms Qualifications

Each permanent Ranger is to use the department issued weapon(s) or one approved by the Chief Administrative Officer. Each personal weapon approved for use must be registered with the Sheriff's Department and a copy of said registration shall be tendered to the Chief Administrative Officer and maintained in the employee's personnel file.

It is understood that said employees will be allotted time during their regular work shift for firearms qualification training, provided prior approval has been obtained from his/her supervisor. It is also mutually agreed that overtime will not be paid for time spent in firearms training.

Each Ranger must maintain a minimum qualification score on the MCOLES approved course at least once every six (6) months for each weapon carried on duty, including shotguns if used. Each qualification score must be verified by a certified range instructor. A record of all certified scores shall be maintained in the employee's personnel file. The Employer will furnish all ammunition needed for the qualifying rounds.

Any Ranger who fails to meet the MCOLES minimum qualification score for any six (6) month period for each weapon carried shall be prohibited from carrying such weapon until such time as the minimum qualifications score(s) is achieved. No Ranger shall at any time carry any weapon with which he/she has not qualified with and registered as required.

In the event that a Ranger is unable to qualify with the required firearms within a thirty (30) calendar day period after the six (6) month period has elapsed, he/she shall be deemed unfit for duty and appropriate disciplinary action taken.

**(6) Public Health Nurses**

**(a) Classifications**

Bargaining unit employees classified as Public Health Nurse I, who subsequently attain a Bachelor of Science Degree in Nursing from an accredited academic institution, will be advanced to the Public Health Nurse II classification, upon providing the Director of Nursing and the Human Resources Department with an official college transcript, which verifies attainment of said degree. Bargaining unit employees who advance to the Public Health Nurse II classification by meeting this degree requirement will be compensated in accordance with Article XI, Section 7, of the Local 496 Master Agreement.

**(b) Withholding of Professional Services**

It is recognized that the needs for care and proper treatment of patients are of paramount importance and that there should be no interference with such care and treatment.

**(c) Transportation Allotment**

(1) All travel provisions noted in the current Travel Regulations booklet will be provided to members of this unit.

(2) In addition to the travel regulation provisions, the County shall provide each Field Nurse, Public Health Nurse Coordinator, Nutritionist-Nursing Division and Health Educator, who is required by the County to utilize their own vehicle, with \$500.00 annually to defray a portion of the cost of their automobile policy. Said employee must furnish by November 30 to the Health Department proof of coverage for traveling on County business; the minimum liability coverage of the policy shall be \$250,000/\$500,000.

(3) Payment will be pro-rated at the end of the year on the basis of the number of months worked during that particular year. Part-time employees will receive fifty percent (50%) of the amount paid full-time employees. Payment will be made as a travel expenditure as soon as possible after December 16th.

(4) Vehicle is defined as a four wheeled car, pick-up truck, or van type of passenger conveyance.

**(d) One Day or Less Without Pay**

Effective January 1, 1979, in circumstances where bargaining unit employees encounter a legitimate need for time off from work for one (1) day or less for personal reasons such as physician visits, family business, etc., said employees may be granted said time off work without pay, if they have no available ~~no~~ accumulated personal days. Should the request for time off conflict with efficient operation of the department or previously approved time off for other bargaining unit employees the request will be denied. Bargaining unit employees must provide at least

seventy two (72) hours advance notice, wherever feasible, in order for said request to be considered, unless beyond the employee's control to do so.

(e) Conferences

The Public Health Department will provide the Union in writing with the Department policy regarding conferences and seminars for bargaining unit employees.

(f) General Items

The following benefits and privileges currently being provided bargaining unit employees will be maintained at their current level for the duration of the Agreement. Said continuation is contingent upon such privileges not being abused or misused.

1. Tuberculin testing at designated intervals (if test proves positive chest X-ray will be furnished).
2. Use of library facilities and reasonable allotment of time to prepare for group education presentation.
3. Use of phone for emergencies.
4. Collections for various causes, weddings, funerals, etc.
5. Excused time for tardiness due to breakdown of personal car.
6. Designated parking area, contingent upon continuation of present Genesee County policy on furnishing parking space for employees.

(g) Vacant Nursing Positions

Any permanent vacancy in Nursing positions in the Field, Medicaid, WIC, or Clinic programs will be posted for five (5) working days prior to the position being filled. Employees, with a minimum of one (1) year of service, who are interested in applying for a change in program assignment to the vacant nursing position in question or a change in specialty within the Field, must do so in writing to the Department Head within the above mentioned posting period.

In instances where more than one (1) employee has applied for the vacant nursing position in question or a change in specialty within the Field and when the Department Head has designated more than one (1) employee from this group of applicants as eligible, the most senior employee will be accorded the change in program assignment or specialty, whichever is applicable.

Changes in assignments resulting from the above mentioned procedure will be limited to one (1) change per employee during any twelve (12) month period. This twelve (12) month limitation will not apply to nurses who changed specialties within the Field and subsequent to such change, are interested in applying for a change in program assignment.

However, under all circumstances it is understood by the parties that the Department Head reserves the right to make the final determination as to whether or not any employee is accorded a change in program assignment or a change in specialty within the Field, and said final determination cannot be challenged through the grievance procedure.

(h) Layoff and Recall Supplement

In the event the Employer deems it necessary to layoff bargaining unit employees from the Department, said employees will be offered any available contract employees work in line with their seniority, prior to being laid off, provided they are capable of performing the work. The Employer will otherwise be allowed to retain contract employees who are performing the work at the time of the layoff.

(i) Working Hours

It is understood by the parties that the current regular working hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, constitutes a mutually satisfactory practice in accordance with the provisions of Article II, Section 3, of the Local 496 Master Agreement.

(j) Inclement Weather Policy

The parties mutually agreed to continue the current policy regarding inclement weather. Upon approval from authorized supervision, employees assigned to field programs may be excused from their normal and regular duties because of dangerous or inclement weather. It is understood that excused time away from field duties under these circumstances shall be spent performing other job-related duties during the regular shift.

(7) ***Environmental Sanitarian***

(a) Registration

All Sanitarians who pass the State of Michigan Registration examination and maintain their registration, shall receive an annual allowance of \$500 which shall be paid following confirmation of registration or registration renewal. Each Sanitarian applying for the annual registration allowance shall, in order to receive said allowance, provide to the Environmental Health Director or his/her designee a copy of his or her Sanitarian license certificate from the State of Michigan on or before May 1 but in no event later than June 1 of that year. Thereafter the registration allowance will be paid to eligible Sanitarians on the first pay in July in accordance with all of the other provisions of this item. Any Sanitarian not providing said copy of their license certificate by June 1, shall not receive a registration allowance payment for that year.

This payment received in July of each year is accorded for the previous twelve (12) months employment. If employment is terminated during any said twelve (12) month payment period, the employee shall be paid the amount owed him/her pro-rata for time worked to the nearest one-twelfth (1/12) of a year. Any new employee meeting the registration requirement

will be accorded this payment pro-rata for time worked to the nearest one-twelfth (1/12) of a year, contingent upon completion of their probationary period.

At such time that a change, alteration or abolishment of the State statute providing for "Registered Sanitarians" is enacted by the State Legislature which eliminates registration, the sum of \$50 will be re-inserted in each step of the current salary level.

Until State legislation is enacted eliminating the State Board of Registration for Environmental Sanitarians or other actions clarifying the state, registration issue, the national registration will be accepted, as well as State of Michigan registration for all purposes as outlined in items E and F of the 1985 Addendum.

(b) Overtime

The Genesee County Health Department will quarterly review accumulated overtime total with the intent of assuring that scheduled overtime is equally distributed wherever practical among employees in the "Environmental Sanitarian" classification.

(c) Working Hours

It is understood by the parties that the current regular working hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, constitutes a mutually satisfactory practice in accordance with the provisions of Article II, Section 3, of the Local 496 Master Agreement.

(d) Changes in Geographic Assignments

Any anticipated changes in geographic assignments areas will be posted for five (5) working days prior to the change being made. Employees who are interested in applying for that assignment must do so in writing to the Director of Environmental Health, within the above mentioned posting period.

In instances where more than one (1) employee has applied for a change in geographic assignment area and when the Director of Environmental Health has designated more than one (1) employee from this group of applicants as acceptable for a change in geographic assignment area, the most senior employee will be accorded the change in geographic assignment area.

However, it is understood that the Director of Environmental Health reserves the right to make the final determination as to whether or not any employee is deemed acceptable for a change in geographic assignment areas, and said final determination cannot be challenged through the grievance procedure.



**(8) *Animal Control***

**(a) Standby Time**

When employees are scheduled by the Employer to be on standby status for any specific period of time, they shall be compensated at the following rate: Two (2) hours straight time pay for each Saturday, Sunday, or holiday (reference Article XV, Section 1) the employee is required to be on standby. If an employee who is on standby status is called in to work outside of and not in conjunction with his/her regularly scheduled work shift, said employee shall receive a minimum of one (1) hours pay at the overtime rate. If otherwise eligible, bargaining unit employees at the Animal Shelter will be compensated at time and one-half their then current rate of pay when called in to work on any minor holiday while on standby status. Employees required to be on standby status shall remain locally readily available to answer calls at all times while on standby in accordance with current practice. The Chief Animal Control Officer will rotate standby assignments among eligible employees as far as practicable. The Chief Animal Control Officer will maintain a listing of accumulated standby assignments (hours) for all affected employees. Said listing will be utilized for parties on a routine basis. All standby assignments made available to an employee, shall be charged to that employee including standby hours available while said employee is absent from work for any reason including leave of absence. The County shall not be liable for any claims of compensation lost as a result of distributing standby assignments. An employee initially assigned to standby status may decline to accept said standby assignment (and will be charged as outlined above), and will not be ordered to perform that assignment, as long as another employee is available and willing to accept said assignment.

**(b) Acting Chief Animal Control Officer**

The Chief Animal Control Officer is authorized to designate a Chapter 01 bargaining unit member to be "Acting Chief Animal Control Officer" and to act in such capacity during any period of time that the Department Head is on vacation leave of absence. It shall be the employee's option to accept or decline said appointment. While acting in his/her absence in this capacity, said bargaining unit member shall be paid seventy-five (\$75) in addition to his or her regular rate of pay, provided he/she works in said capacity for a minimum of forty (40) consecutive hours, excluding weekends. Consideration for selection for said position will be determined on the basis of seniority, wherever practical.

**(c) Census Sergeant**

The employee selected to perform duties as Census Sergeant shall receive an additional \$75 per week for the duration of the assignment.

**(9) *Support Services Specialist; Recreation Program Specialist Use of Car***

The Support Services Specialist and the Recreation Program Specialist each will retain use of an Employer-owned County Parks and Recreation vehicle to be used for official County business which includes emergency and official County business outside of normal business hours. The use of an Employer-owned

County Parks and Recreation vehicle is provided in lieu of overtime. The provided vehicle shall remain in the parking lot of the Parks and Recreation to be available for official County business whenever the employee is on vacation or an authorized leave of absence.

**(10) *Property Description Technician Testing***

County employees who have the requisite experience in drafting will be allowed to take the applicable test to determine their ability to prepare and/or draw property descriptions from property survey and/or transfer documents. Drafting experience shall include those classifications in which it is utilized as a portion of the job.

**(11) *Nutritionist I Advancement to Nutritionist II***

Individuals hired as Nutritionist I who are or become certified as a registered dietitian will automatically be promoted to the Nutritionist II classification upon successfully completing two (2) years of employment as a Nutritionist I.

**(12) *Hours of Work for Assistant Prosecuting Attorneys***

The current practices and procedures in effect for Assistant Prosecuting Attorneys concerning hours of work (including shift starting and ending times, work breaks, lunch hours and compensatory time) shall be continued for the duration of this Addendum.

**(13) *Timekeeping Procedures for Assistant Prosecuting Attorneys***

The formula for recording and utilizing accumulated personal and vacation time off will consist of a multiplier factor of sixteen-fifteenths (16/15). The formula will be utilized whenever accumulated personal time and/or vacation time is taken in increments less than a full day.

Attorneys utilizing one (1) full day of accumulated personal or vacation time off will continue to be charged with eight (8) hours.

Administrative staff assigned to review and process payroll timesheets and vouchers in the Prosecutor's Office will be responsible for administering the aforementioned 16/15 formula.

**(14) *"On Call" Pay for Assistant Prosecuting Attorneys***

A bargaining unit employee who is designated by the Prosecutor as being "on call" for a specific week shall be compensated for such duty at the rate of \$400 additional pay for the week in question or the Unit Chief's "on call" rate amount, whichever is higher. The employee who is assigned to "on call" duty for the week in question shall be available in accordance with established practice for the professional assistance to Law Enforcement Agencies twenty-four (24) hours per day for seven (7) consecutive days.

**(15) *Savings Clause and Termination***

It is understood by the parties that all provisions of Articles XXXV and XXXVI of the Local 496 Master Agreement apply in their entirety to all provisions of the Addendum.

**(16) *Genesee County & Michigan Bar Dues***

The Employer will pay Michigan Bar dues for attorneys required to pay these dues as a condition for performing their County responsibilities.

The Employer will continue to pay Genesee County Bar dues provided the attorney attends at least six (6) monthly meetings or serves on a committee of the Genesee Bar.

**(17) *"On Call" Emergency Management Specialist***

An Emergency Management Specialist, when required to be "on call," will receive straight time pay for one (1) hour for each weekday and two (2) hours for each Saturday and Sunday.

An employee assigned to be "on call" shall be required to remain locally readily available at all times while "on call."

**(18) Network Coordinator Back Up**

The parties agree that departmental employees will be surveyed as to their interest in training for a backup position to the Network Coordinator. Training will consist of on-the-job training (OJT) and necessary coursework to be taken on the employee's own time with reimbursement through the tuition reimbursement program. If more than one employee expresses an interest, first preference will go to the high seniority person with the certification as described in the job description. Next preference will go to high seniority employees with the interest to complete the certification within a 24-month period.

When a vacancy occurs in the Network Coordinator classification, preference to fill the vacancy will be given to the designated backup Network Coordinator, regardless of seniority, that meets the minimum requirements of the Network Coordinator classification and has at least one (1) year experience as the backup Network Coordinator.

FOR THE UNION/Date:

FOR THE EMPLOYER/Date:

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## **APPENDIX A**

### **LUMP SUM PAYMENT**

A one (1) time \$400 lump sum gross payment, less applicable taxes, not rolled into the base compensation, payable to each bargaining unit member employed by Genesee County on the date a tentative agreement is signed (April 28, 2005).

Employee retirement contributions will not be deducted from this lump sum payment nor will Employer retirement contributions be paid nor will the lump sum be included as retirement earnings.

This payment will be made to active employees, and included in a separate check, within six (6) weeks following the ratification of the contract by the Genesee County Board of Commissioners. Employees that are on a leave of absence at the time of the payment, that are otherwise eligible, will be paid the lump sum payment, by separate check, following their return to work.

## **WAGES & CLASSIFICATIONS**

## **HOSPITAL/MEDICAL HIGHLIGHTS**