

LABOR AGREEMENT

Between

GENESEE COUNTY (As Defined)

And

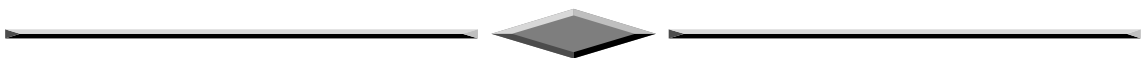
**LOCAL 916
CHAPTERS 01, 02, 03, 04, 08, 09, 10**

AFFILIATED WITH COUNCIL 25

Of the

**AMERICAN FEDERATION OF
STATE, COUNTY, AND MUNICIPAL EMPLOYEES
(AFL-CIO)**

SEPTEMBER 29, 2005 - DECEMBER 31, 2010



AGREEMENT	9
<hr/>	
PREAMBLE	9
<hr/>	
ARTICLE I - RECOGNITION	9
<hr/>	
SECTION 1 - BARGAINING UNIT	9
<u>LOCAL 916, CHAPTER 01 - PROBATE COURT SUPERVISORS</u>	10
<u>LOCAL 916, CHAPTER 02 - SECOND LINE SUPERVISORS</u>	10
<u>LOCAL 916, CHAPTER 03 - FIRST LINE SUPERVISORS</u>	10
<u>LOCAL 916, CHAPTER 04 - DISTRICT COURT SUPERVISORS</u>	10
<u>LOCAL 916, CHAPTER 08 - PROSECUTING ATTORNEY UNIT CHIEFS</u>	10
<u>LOCAL 916, CHAPTER 09 - FAMILY DIVISION OF CIRCUIT COURT SUPERVISORS</u>	10
<u>LOCAL 916, CHAPTER 10 - CIRCUIT COURT SUPERVISORS</u>	11
SECTION 2 - UNION MEMBERSHIP	11
SECTION 3 - POWERS OF THE COURT	11
SECTION 4 - AUTONOMY/SEPARATE EMPLOYERS	11
ARTICLE II - EMPLOYEES, UNION AND EMPLOYER RIGHTS	11
<hr/>	
SECTION 1 - PUBLIC ACTS	11
SECTION 2 - EMPLOYER RIGHTS	12
SECTION 3 - PRACTICES	12
ARTICLE III - UNION SECURITY AND UNION DUES	13
<hr/>	
SECTION 1 - MEMBERSHIP	13
SECTION 2 - DUES	13
SECTION 3 - SERVICE FEE	13
SECTION 4 - OTHER EQUIVALENT FEE	13
SECTION 5 - HOLD HARMLESS	13
ARTICLE IV - UNION REPRESENTATION	14
<hr/>	
SECTION 1 - STEWARDS	14
SECTION 2 - STEWARD RELEASE	15
SECTION 3 - IDENTIFICATION OF UNION REPRESENTATIVES	15
SECTION 4 - INTERNATIONAL/EXECUTIVE OFFICERS REPRESENTATION	15
SECTION 5 - STEWARD GRIEVANCE	15
SECTION 6 - BARGAINING COMMITTEE	15
SECTION 7 - BARGAINING COMMITTEE PAY	16

<u>ARTICLE V - SPECIAL CONFERENCES</u>	16
SECTION 1 - PROCEDURE	16
SECTION 2 - REPRESENTATIVES	16
SECTION 3 - SCHEDULING	16
SECTION 4 - UNION MEETING PERIOD	17
<u>ARTICLE VI - GRIEVANCE PROCEDURE</u>	17
SECTION 1 - GRIEVANCE DEFINITION & UNDERSTANDING	17
SECTION 2 - PROCESSING	17
SECTION 3 - GRIEVANCE PROCEDURE	17
STEP I	17
STEP II	18
STEP III - APPEAL STEP	18
STEP IV - ARBITRATION	18
<u>SECTION 4 - VETERAN'S PREFERENCE CLAIMS</u>	19
<u>ARTICLE VII - DISCIPLINARY PROCEDURES</u>	20
SECTION 1 - SUPERVISORY FUNCTIONS	20
SECTION 2 - GUIDELINES	20
SECTION 3 - COUNSELING MEMORANDUMS & DISCIPLINE RECORD TIME LIMITS	20
SECTION 4 - DISCUSSIONS/LEAVING PREMISES	21
SECTION 5 - DISCIPLINE VS. VOLUNTARY QUIT PROVISION	21
SECTION 6 - WORK RULE CHANGES	21
<u>ARTICLE VIII - SENIORITY</u>	21
SECTION 1 - PROBATIONARY PERIOD	21
SECTION 2 - PROBATIONARY PERIOD – CHAPTER <u>08</u>	22
SECTION 3 - PROBATIONARY EMPLOYEE REPRESENTATION	22
SECTION 4 - SENIORITY BY CLASSIFICATION	23
SECTION 5 - PROVISIONAL PROMOTIONS	23
SECTION 6 - SENIORITY LIST	23
SECTION 7 - LOSS OF SENIORITY	23
SECTION 8 - PRESIDENT/STEWARD SENIORITY	24
SECTION 9 - CHAPTER <u>01</u> SENIORITY CLARIFICATION	25
<u>ARTICLE IX - LAYOFF AND RECALL</u>	25
SECTION 1 - LAYOFF PROCEDURE	25
SECTION 2 - NOTIFICATION OF LAYOFF	27
SECTION 3 - RECALL	27
SECTION 4 - CHAPTER <u>01</u> SENIORITY CLARIFICATION	27

ARTICLE X - PROMOTIONS **28**

SECTION 1 - VACANCY - POSTING - STEP 1	28
SECTION 2 - VACANCY - POSTING - STEP 2	28
SECTION 3 - REQUEST FOR PROMOTION	29
SECTION 4 - FACTORS GOVERNING PROMOTIONS	29
SECTION 5 - TRIAL PERIOD	29
SECTION 6 - NEW SELECTION DEVICE NOTIFICATION	30
SECTION 7 - RATE OF PAY	30
SECTION 8 - TEMPORARY VACANCY	30

ARTICLE XI - LEAVE OF ABSENCE **30**

SECTION 1 - PROCEDURES FOR REQUESTING LEAVES	30
SECTION 2 - MILITARY LEAVE	32
SECTION 3 - JURY DUTY LEAVE	33
SECTION 4 - COURT LEAVE	33
SECTION 5 - UNION EDUCATIONAL LEAVE	34
SECTION 6 - UNION BUSINESS LEAVE	35
SECTION 7 - BEREAVEMENT LEAVE	35
SECTION 8 - EDUCATIONAL LEAVE	36
SECTION 9 - PERSONAL LEAVE	37
SECTION 10 - LEAVE OF ABSENCE FOR ELECTED PUBLIC OFFICIAL	37

ARTICLE XII - LONGEVITY COMPENSATION **38**

SECTION 1 - COMPENSATION PERIOD	38
SECTION 2 - CONTINUOUS SERVICE DEFINITION	38
SECTION 3 - LONGEVITY INCREMENTS	38
SECTION 4 - MILITARY LEAVES	39

ARTICLE XIII - HOURS OF WORK AND PREMIUM HOURS **39**

SECTION 1 - WORK PERIOD	39
SECTION 2 - BREAKS AND LUNCH	39
SECTION 3 - PREMIUM HOURS	40
SECTION 4 - SHIFT PREMIUM	40
SECTION 5 - ON CALL	40
SECTION 6 - FLEX TIME	42
SECTION 7 - PARKS AND RECREATION - SECOND LINE SUPERVISORS	43
SECTION 8 - COMPENSATORY TIME	44

ARTICLE XIV - HOLIDAYS **44**

SECTION 1 - HOLIDAY SCHEDULE	44
SECTION 2 - HOLIDAY ELIGIBILITY	44
SECTION 3 - HOLIDAYS FALLING ON WEEKEND	45

SECTION 4 - NON-WORKED HOLIDAY PAY	45
SECTION 5 - WORKED HOURS HOLIDAY PAY	45
SECTION 6 - COMPUTING OVERTIME PAY - HOLIDAY PAY IMPACT	45
ARTICLE XV - VACATIONS	46
<hr/>	
SECTION 1 - ELIGIBILITY	46
SECTION 2 - VACATION ACCUMULATION	46
SECTION 3 - COMPENSATION AT TERMINATION OF EMPLOYMENT	47
SECTION 4 - ANNUAL VACATION	47
SECTION 5 - PAY RATE	47
SECTION 6 - APPROVAL PROCESS	47
SECTION 7 - ILLNESS DURING VACATION	48
SECTION 8 - ADVANCE VACATION CHECKS	48
SECTION 9 - VACATION VS. HOLIDAY	48
<u>SECTION 10 - VACATION CASH-IN</u>	48
ARTICLE XVI - LIFE INSURANCE COVERAGE	49
<hr/>	
SECTION 1 - ACTIVE EMPLOYEES	49
SECTION 2 - RETIREES	49
<u>SECTION 3 - CARRIERS</u>	49
ARTICLE XVII - DISABILITY INSURANCE COVERAGE	49
<hr/>	
SECTION 1 - BENEFIT LIMITS	49
SECTION 2 - APPLICATION FOR BENEFITS	50
SECTION 3 - SENIORITY/BENEFIT ELIGIBILITY DURING DISABILITY LEAVE	50
SECTION 4 - RETURN FROM DISABILITY LEAVE	51
SECTION 5 - ADMINISTRATION	51
<u>SECTION 6 - CARRIERS</u>	52
ARTICLE XVIII - HEALTH INSURANCE	52
<hr/>	
<u>SECTION 1 - EMPLOYEES HIRED PRIOR TO JANUARY 1, 2001</u>	52
SECTION 2 - EMPLOYEES HIRED ON OR AFTER JANUARY 1, 2001, <u>BUT BEFORE AUGUST 1, 2005</u>	53
<u>SECTION 3 - EMPLOYEES HIRED ON OR AFTER AUGUST 1, 2005</u>	53
<u>SECTION 4 - HOSPITAL/MEDICAL COVERAGE - MORE THAN ONE FAMILY MEMBER EMPLOYED BY COUNTY</u>	53
SECTION 5 - PRESCRIPTION DRUGS	54
SECTION 6 - DUAL COVERAGE	54
SECTION 7 - HEALTH INSURANCE REIMBURSEMENT	54
<u>SECTION 8 - CARRIERS</u>	55
<u>SECTION 9 - VEBA TRUST</u>	55

<u>ARTICLE XIX - DENTAL BENEFITS</u>	56
<u>SECTION 1 - BENEFITS</u>	56
<u>SECTION 2 - CARRIERS</u>	56
<u>ARTICLE XX - OPTICAL BENEFITS</u>	56
<u>SECTION 1 - BENEFITS</u>	56
<u>SECTION 2 - CARRIERS</u>	57
<u>ARTICLE XXI - PAID PERSONAL TIME</u>	57
<u>ARTICLE XXII - RETIREMENT BENEFITS</u>	58
<u>SECTION 1- DEFINED BENEFIT PLAN (EMPLOYEES HIRED PRIOR TO JULY 1, 1996)</u>	58
<u>MULTIPLIER</u>	58
<u>RETIREMENT ELIGIBILITY</u>	58
<u>FINAL AVERAGE COMPENSATION</u>	59
<u>EMPLOYEE CONTRIBUTION RATE</u>	59
<u>OTHER GOVERNMENTAL/MILITARY SERVICE</u>	59
<u>POP-UP OPTION</u>	60
<u>COST OF LIVING</u>	60
<u>RETIREMENT DATE (CREDITED SERVICE)</u>	60
<u>MEDICAL BENEFITS</u>	61
<u>LIFE INSURANCE</u>	61
<u>MISCELLANEOUS PROVISIONS</u>	61
<u>SECTION 2- DEFINED CONTRIBUTION PLAN (EMPLOYEES HIRED PRIOR TO JULY 1, 1996)</u>	62
<u>CONTRIBUTIONS</u>	62
<u>RETIREMENT BENEFIT ELIGIBILITY DATE (ADJUSTED SERVICE DATE)</u>	63
<u>MEDICAL BENEFITS</u>	63
<u>LIFE INSURANCE</u>	63
<u>MISCELLANEOUS PROVISIONS</u>	64
<u>RETIREMENT APPLICATION</u>	64
<u>SECTION 3- DEFINED CONTRIBUTION PLAN (EMPLOYEES HIRED ON OR AFTER JULY 1, 1996)</u>	64
<u>CONTRIBUTIONS</u>	64
<u>VESTING</u>	65
<u>RETIREMENT BENEFIT ELIGIBILITY DATE (ADJUSTED SERVICE DATE)</u>	65
<u>MEDICAL BENEFITS</u>	65
<u>LIFE INSURANCE</u>	66
<u>MISCELLANEOUS PROVISIONS</u>	66
<u>RETIREMENT APPLICATION</u>	66
<u>SECTION 4 - PROMOTED OR TRANSFERRED EMPLOYEES</u>	67
<u>ARTICLE XXIII - LAYOFF BENEFITS</u>	67

<u>ARTICLE XXIV - UNION BULLETIN BOARDS</u>	67
SECTION 1 - LOCATION AND POSTING	67
SECTION 2 - EXCLUSIVE RIGHTS TO UNION BULLETIN BOARDS	68
<u>ARTICLE XXV – WORKERS’ COMPENSATION</u>	68
SECTION 1 - REPORTING AND PAYMENTS	68
SECTION 2 - SENIORITY/CONTINUOUS SERVICE	68
SECTION 3 - SHORT-TERM COMPENSATION	69
SECTION 4 - OUTSIDE EMPLOYMENT	69
<u>ARTICLE XXVI - OUTSIDE EMPLOYMENT</u>	69
<u>ARTICLE XXVII - GENERAL PROVISIONS</u>	69
SECTION 1 - ABSENCE FROM WORK NOTIFICATION	69
SECTION 2 - EMPLOYER/UNION REPRESENTATIVE DESIGNEE	69
SECTION 3 - CHANGES IN EXISTING POSITIONS	69
SECTION 4 - MEANING OF "ABLE TO" AND "CAPABLE OF" PERFORMING THE WORK	70
SECTION 5 - TRANSFERRING/MERGING DEPARTMENTS	70
SECTION 6 - CONTINUATION OF BENEFITS	71
SECTION 7 - CONTRACTING AND SUBCONTRACTING	71
SECTION 8 - MILEAGE ALLOWANCE	72
SECTION 9 - PAYROLL SHORTAGES AND OVERPAYMENTS	72
SECTION 10 - UNIFORMS/COVERALLS PROVIDED BY EMPLOYER	72
SECTION 11 - UNIFORM ALLOWANCE	73
SECTION 12 - SAFETY DEVICES	73
SECTION 13 - TOOL ALLOWANCE	74
SECTION 14 - PERSONAL VEHICLE USE ALLOWANCE	74
SECTION 15 - ASSIGNMENT OF VEHICLE	74
SECTION 16 - GENESEE COUNTY & MICHIGAN BAR DUES	75
SECTION 17 - REGISTRATION FEE – ENVIRONMENTAL HEALTH SUPERVISOR	75
SECTION 18 - LICENSE FEE – SUPERVISORS THAT ARE REGISTERED NURSES	75
<u>ARTICLE XXVIII - DEFINITIONS - EMPLOYEE BENEFIT DATES</u>	75
SECTION 1 - BENEFIT ACCRUAL RATE	75
SECTION 2 - BENEFIT ACCUMULATION	75
SECTION 3 - EMPLOYEE BENEFIT AND SENIORITY DATES	76
<u>ARTICLE XXIX - EDUCATIONAL REIMBURSEMENT</u>	76
SECTION 1 - COURSEWORK/AMOUNT REIMBURSED	76
SECTION 2 - APPLICATION PROCESS	77
SECTION 3 - REIMBURSEMENT PROCESS	78

<u>ARTICLE XXX - SALARY RATES</u>	78
SECTION 1 - SALARY RANGES/CLASSIFICATIONS/WAGE INCREASES	78
SECTION 2 - PAY STEP ADVANCEMENT DATE	78
<u>SECTION 3 - CLASSIFICATION UPGRADES- 2005 CONTRACT</u>	78
<u>ARTICLE XXXI - SAVINGS CLAUSE AND NO STRIKE CLAUSE</u>	79
SECTION 1 - INVALID PROVISION	79
SECTION 2 - NO STRIKE CLAUSE	79
<u>ARTICLE XXXI - TERMINATION</u>	80
<u>LETTER OF AGREEMENT</u>	81
<u>GENERIC TIME PURCHASE – RETIREMENT</u>	81
<u>SUPERVISOR MEETINGS – HUMAN RESOURCES</u>	82
<u>BUILDING MAINTENANCE SUPERVISOR JOB ANALYSIS</u>	83
<u>PERSONAL TIME; ADDITIONAL HOURS</u>	84
<u>APPENDIX A</u>	85
<u>LUMP SUM PAYMENT</u>	85
<u>WAGES AND CLASSIFICATIONS</u>	86

AGREEMENT

This Agreement entered into under Act 379, Public Acts of Michigan, as amended, between Genesee County, a municipal body corporate of the State of Michigan, comprising the Board of Commissioners and the Genesee County Probate Court, Family Division of Circuit Court, Circuit Court, and District Court hereinafter referred to as the "Employer" and Local 916, Chapters 01, 02, 03, 04, 08, 09 and 10 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 ascribe to the principle of equal opportunity 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, creed, 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

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 term of this Agreement for those employees including:

Local 916, Chapter 01 - Probate Court Supervisors

All supervisory personnel in the Genesee County Probate Court, as certified in MERC Case Numbers R72 F238 and R72 A27, but excluding: Probate Court Administrator, Deputy Probate Court Administrator, Director of Casework Services, Probate Court Referee and all other employees.

Local 916, Chapter 02 - Second Line Supervisors

All second line supervisory employees of Genesee County as certified in MERC Case R73 J404 including Assistant Department Heads, Chief Deputies and Deputy Directors, but excluding: Road Commission employees, Court employees, Sheriff's Department employees, Genesee Memorial employees, Federal and State Grant Employees and other employees presently represented by Labor Organizations for purposes of collective bargaining.

Local 916, Chapter 03 - First Line Supervisors

All first line supervisory employees of Genesee County as certified in MERC Case R73 K459 but excluding: Road Commission employees, Court employees (except those classified as Casework Supervisor and Assignment Clerk/Office Manager in District Court), Sheriff's Department employees, Genesee Memorial employees, Federal and State Grant employees and other employees presently represented by Labor Organizations for purposes of collective bargaining.

Local 916, Chapter 04 - District Court Supervisors

All supervisory personnel in the Genesee County District Court, but excluding: District Court Administrator, Deputy District Court Administrator, and all other employees.

Local 916, Chapter 08 - Prosecuting Attorney Unit Chiefs

All Unit Chiefs in the Prosecuting Attorney's Office excluding all other employees.

Local 916, Chapter 09 - Family Division of Circuit Court Supervisors

All supervisory personnel in the Genesee County Family Division of Circuit Court, but excluding: Family Division of Circuit Court Administrator, Deputy Family Division of Circuit Court Administrator, Director of Casework Services, Family Division of Circuit Court Referee and all other employees.

Local 916, Chapter 10 - Circuit Court Supervisors

All supervisory personnel in Circuit Court, but excluding Family Division of Circuit Court Supervisors, Circuit Court Administrator, Deputy Court Administrator and all other employees.

The above language is not intended to limit additions by accretion if mutual agreement is reached.

Section 2 - Union Membership

The Employer will not interfere with or discriminate in any way against any employee in the above bargaining units by reason of membership in the Union, or activity required by this Agreement, nor will the Employer discourage membership in the Union or encourage membership in any other Union or Organization for the purpose of undermining the Union or their collective bargaining status.

Section 3 - 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 his/her staff or closely associated with the Judge. It is further understood by the parties that the Probate Court, Family Division of Circuit Court, Circuit Court, District Court and the County are recognized as separate Employers under existing state statute and existing case law.

Section 4 - Autonomy/Separate Employers

The Employer and Bargaining Units shall continue to be autonomously certified by MERC (see Section 1 above) and may bargain separately and/or individually in any future negotiations when requested by either said Employer or Bargaining Unit.

ARTICLE II - EMPLOYEES, UNION AND EMPLOYER RIGHTS

Section 1 - Public Acts

The employees, and the Union as sole and exclusive bargaining representative 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 efficiently; 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 are not superseded or prohibited by the provisions of the Agreement. However, it is further recognized that such practices may be subject 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 by the County 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) calendar 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 the Union. 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 the Union, and the aggregate deductions of all employees shall be remitted together with an itemized statement to the Financial Officer of the Union.

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 the Union.

Section 4 - Other Equivalent Fee

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 Section 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.

ARTICLE IV - UNION REPRESENTATION

Section 1 - Stewards

Employees in each of the following bargaining units shall be represented by a Steward, as designated below, and shall be a regular employee working on the normal shift:

- Local 916
- Chapter 01 - One Steward representing the court supervisors.
 - Chapter 02 - One Steward representing the employees from Public Health.

One Steward representing the employees from Parks & Recreation.

One Steward representing the employees from the County Administration Complex.
 - Chapter 03 - Two (2) Stewards, of which one (1) shall be from the County Administration Complex and one (1) shall be from an outlying department.
 - Chapter 04 - One Steward representing the employees of District Court.
 - Chapter 08 - One Steward representing the Prosecuting Attorney Unit Chiefs.
 - Chapter 09 - One Steward representing the employees of Family Court.
 - Chapter 10 - One Steward representing the employees of Circuit Court.

Each bargaining unit 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 a regular employee and until he/she has satisfactorily completed their probationary period (reference Article VIII, Section 1).

Section 2 - Steward Release

The Stewards shall be permitted to leave their workstation, 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 according to departmental practice. The Supervisor shall grant permission forthwith for the Stewards to leave their workstation, subject to necessary emergency exceptions. The privilege of the Steward leaving his or her work station during working hours without loss of pay is subject to the understanding that their time will be devoted to the proper processing of grievances and will not be abused. Upon entering any County department in the fulfillment of their duties, Stewards shall notify the Department Head or Department Supervisor of their presence and purpose.

Section 3 - Identification of Union Representatives

Each bargaining unit will furnish the Human Resources Department, in writing, with a copy to the Court Administrator if applicable, 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.

Section 4 - International/Executive Officers Representation

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 or Alternate Steward having an individual grievance in connection with his or her own work may ask for the Local Union President or Chapter Chairperson to assist in adjusting the grievance with the Supervisor.

Section 6 - Bargaining Committee

Employees will be represented at Master Agreement negotiations by a Master Agreement Bargaining Committee composed of one (1) representative each from Chapters 01, 02, 03, 04, 08, 09 and 10 and the Local President for the express purpose of negotiating a Master Agreement.

Section 7 - 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 workstations to attend negotiations sessions.

ARTICLE V - SPECIAL CONFERENCES

Section 1 - Procedure

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

Special conferences for important matters will be arranged between the Chapter Chairperson and the Human Resources Director and the Court Administrator, 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 the Special Conference involves a Court employee, one (1) representative of the Employer shall be the Court Administrator. Additional members may be in attendance at these conferences by mutual consent.

Arrangements for such 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.

Matters taken up in 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 Conferences.

Section 3 - Scheduling

When possible, special Conferences shall be scheduled within ten (10) working 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.

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 & Understanding

A grievance is defined as a complaint or dispute regarding the wages, hours, and/or conditions of employment. An employee 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 2 - 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.

Grievances not processed within the time limits are considered withdrawn.

Section 3 - Grievance Procedure

A grievance must be presented in writing by the Steward within thirty (30) calendar days after its occurrence 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 time of more than thirty (30) calendar days prior to the date the grievance was first filed.

Step I

The employee shall first specify the grievance orally to the immediate Supervisor. Thereafter, the employee may discuss the grievance with the immediate Supervisor and/or the Steward may be requested by the employee to discuss the grievance with the immediate Supervisor. If not resolved in this manner, it shall be submitted in written form signed by the employee and presented to the immediate Supervisor.

The immediate Supervisor shall answer said grievance within five (5) working days of receipt.

In Departments where the immediate Supervisor is the Department Head or Court Administrator, Step II of the grievance procedure is waived and the grievance may be appealed directly to Step III.

Step II

If the grievance is not satisfactorily resolved at Step I, it may be appealed in writing to the Department Head or Court Administrator within five (5) working days from the date the Supervisor's answer is due. Such decision will be rendered in writing within five (5) working days.

Step III - Appeal Step

If the grievance is not resolved satisfactorily in Steps I and II above, written notification will be given by the Chapter Chairperson to the Genesee County Human Resources Director, within five (5) working days after the Department Head's answer is due. The Human Resources Director will then schedule a meeting or meetings at a mutually agreeable time to be attended by two (2) representatives of the Union and two (2) representatives of the Employer within ten (10) working days after such notification. Not more than one (1) of the above mentioned representatives of either party shall have had any involvement in the bargaining of the grievance under appeal. If the matter is resolved by the parties at the Appeal Step, the resolution shall be reduced to writing and signed by all representatives with copies sent to the parties. If no resolution of the grievance is reached among the parties at the Appeal Step, the Human Resources Director shall submit the Employer's final answer on the grievance to the Chapter Chairperson within ten (10) calendar days following the date of the last Appeal Step meeting.

Step IV - Arbitration

- a. The Union may request arbitration on any grievance unresolved at the Appeal Step within twenty-five (25) calendar days after the Employer's final answer on the grievance is received by the Chapter Chairperson.
- b. All such requests shall be in writing by personal service, registered or certified mail, 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 said twenty-five (25) calendar day period, the matter shall be considered withdrawn.
- 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 grievance to be withdrawn and the file closed.

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 grievance to be withdrawn and the file closed. 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 selection of the Arbitrator, a hearing shall be held as soon as practical and the Arbitrator shall issue an Opinion and Award. The Award shall be rendered promptly by the Arbitrator and, unless otherwise agreed by the parties or specified by the law, not later than thirty (30) calendar days from the date of closing the hearings. The Award shall be in writing and shall be signed by the Arbitrator. The Arbitrator's 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 expense, 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.
- g. The Arbitrator shall have no power to add to, subtract from, or modify, any of the terms of this Agreement. Neither shall they have any power to establish or change any classification wage rate or 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.

Section 4 - Veteran's 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 determination regarding the veteran's employment status will be required to, no later than Step III of the Grievance Procedure, elect in writing either the Grievance procedure or his/her statutory remedy as the single means of challenging the Employer's determination. If the employee elects to pursue his/her 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 - Supervisory Functions

It is understood by the parties that employees in these bargaining units are responsible for performing various supervisory functions, including implementation of established Employer policies and departmental procedure; as well as specific department head directives.

Section 2 - Guidelines

Disciplinary action taken by the Employer will be dependent upon the nature and seriousness of the offense or infraction and the prior disciplinary record of the employee if applicable. The Employer agrees upon assessing discharge or suspension to any employee to promptly notify the Steward in writing of the discharge or suspension. Other disciplinary action includes written reprimands. Employees will be tendered a copy of any disciplinary action entered into their personnel file within three (3) working days of the action taken. 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 from a material misrepresentation by the employee in securing a position with Genesee County. Disciplinary action assessed in instances of minor offenses or infractions will be progressive, in nature. Should the disciplined employee or the Union consider any disciplinary action improper, the matter may be processed through the regular grievance procedure.

Section 3 - Counseling Memorandums & Discipline Record Time Limits

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, and shall be tendered the employee and shall be entered in the employee's personnel file. Counseling memorandums shall not be construed as disciplinary action and are not subject to the Grievance Procedure. In imposing disciplinary action on a current charge, the Employer will not take into account any counseling memorandums which existed more than two (2) years previously.

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 Office and may be utilized in litigation, arbitration and/or reporting requirements for any governmental agency.

Section 4 - Discussions/Leaving Premises

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

Section 5 - Discipline Vs. Voluntary Quit Provision

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

Section 6 - Work Rule Changes

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 subject to Section 2 above, for violation of such rules. The Union shall have fifteen (15) calendar days to grieve the reasonableness of any such rules after proof that a copy is received by the Local President. Any grievance challenging the reasonableness of a rule shall be initiated at Step III of the Grievance Procedure.

ARTICLE VIII - SENIORITY

Section 1 - Probationary Period

New employees hired into each individual bargaining unit, but with the exception of employees in Chapter 08, (Unit Chiefs) shall be considered as probationary employees for the first one thousand forty (1040) straight time hours six (6) months of their employment with the understanding that absences from work, other than paid holiday and paid, prior-approved personal or vacation time, shall extend the probationary period accordingly. Upon completion of the probationary period, the employee shall acquire seniority, dated back (1040) straight-time hours, from the day the probationary period is completed.

Current employees outside the confines of these individual bargaining units, who are promoted to positions within the individual bargaining unit within that Employer, shall be considered a probationary employee for the first (1040) straight time hours six months of their employment, with the understanding that absences from work shall extend the probationary period accordingly. During this six month probationary period the employee shall have the opportunity to voluntarily revert back to the former classification and former rate of pay without loss of seniority. Also, during this six month probationary period the Employer may return the employee to the former classification and rate of pay without loss of seniority if the Employer deems the employee to be unsatisfactory in the new

position. Upon completion of this probationary period, the employee shall acquire seniority dated back (1040) straight time hours, six months from the day the probationary period is completed.

The above provision shall only apply in the event the collective bargaining agreement from whence the employee was promoted, contains language that allows a promoted employee to return to the bargaining unit and in the manner indicated.

Section 2 - Probationary Period – Chapter 08

New employees hired into the Chapter 08 (Unit Chiefs) individual bargaining unit shall be considered as probationary employees for the first eighteen (18) months (3120 straight time hours) of their employment with the understanding that absences from work shall extend the probationary period accordingly.

Current employees outside the confines of Chapter 08 bargaining unit, who are promoted to positions within the Chapter 08 bargaining unit, shall be considered a probationary employee for the first nine (9) months of their employment, with the understanding that absences from work shall extend the probationary period accordingly. During this nine (9) month probationary period, the employee shall have the opportunity to voluntarily revert back to the former classification and former rate of pay without loss of seniority. Also, during this nine (9) month probationary period, the Employer may return the employee to the former classification and rate of pay without loss of seniority if the Employer deems the employee to be unsatisfactory in the new position. Upon completion of this probationary period, the employee shall acquire seniority dated back nine (9) months from the day the probationary period is completed.

The above provision shall only apply in the event the collective bargaining agreement from whence the employee was promoted, contains language that allows a promoted employee to return to the bargaining unit and in the manner indicated.

Section 3 - 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. However, the Union shall not represent probationary employees who have been disciplined or discharged, unless said discipline or discharge was for Union activity.

Employees who have been promoted and are serving a probationary period as a result of that promotion (reference Section 1 and Section 2 above) shall be represented by the bargaining unit in cases where they have been discharged.

Section 4 - Seniority by Classification

Seniority shall be on a classification basis by department within that separate Employer. (Seniority within the Chapter 08 (Unit Chiefs) bargaining unit shall be defined as the length of an employee's continuous service within the Chapter 08 unit commencing with the employee's last date of hire into the Chapter 08 unit.)

No seniority shall be credited for any suspensions not reversed, leaves of absence (unless specifically provided in other sections of the contract) or layoff.

When an employee acquires seniority, the employee's name shall be placed on the seniority list for the department by classification in the order of seniority. Any seniority date thus established for an employee is primarily for layoff and recall purposes (the application of seniority in layoff and recall situations is specified in Article IX); and may or may not be identical to the employee's anniversary date or continuous service date dependent on the attendant circumstances.

Section 5 - Provisional Promotions

Bargaining unit members promoted on a provisional basis by the Employer to fill a higher rated position with that Employer for a period of ninety (90) calendar days or less or for the duration of an authorized leave of absence will continue to accumulate seniority for all purposes within that bargaining unit.

Section 6 - Seniority List

- a. The seniority list as of the date of this Agreement will show the names and job titles of all employees of that bargaining unit entitled to seniority.
- b. The Human Resources Department will keep the seniority lists up to date at all times and will provide the Chapter Chairperson with copies upon request.

Section 7 - Loss of Seniority

Employees' total seniority and classification seniority and their employment relationship with the Employer shall terminate for any of the following reasons:

- a. The employee quits, retires, or receives a 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 the 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 the Employer. In proper cases, exceptions shall be made upon the employee producing convincing proof of the 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 the 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 an 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 or her total seniority, whichever is less. However, said date of termination of seniority shall be extended by one (1) year for each additional five (5) years of total seniority in accordance with the following table:

<u>Period of Recall Rights</u>	<u>Years of Total Seniority</u>
4 years	8 years
5 years	13 years
6 years	18 or more years

- 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 three (3) years or for a period equal to the length of his/her seniority, at the time such Workers' Compensation leave commences, whichever is less.

Section 8 - President/Steward Seniority

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

Section 9 - Chapter 01 Seniority Clarification

In the application of provisions of this Article of the Agreement for Chapter 01 bargaining unit employees, the phrase "non-interchangeable seniority group" shall be substituted for the word "classification" and the following constitutes the non-interchangeable seniority.

GROUP I

Casework Supervisor
Assistant Casework Supervisor

GROUP II

Office Manager/Register

Employees promoted or transferred to another non-interchangeable seniority group within the bargaining unit shall retain (but not accumulate) seniority in their former non-interchangeable seniority group for layoff and recall purposes only.

Employees transferred or promoted from a position outside the bargaining unit within that Employer shall retain (but not accumulate) seniority in their former interchangeable seniority group for layoff and recall purposes only.

For employees transferred and/or promoted from within the Employer into the established seniority groups, their seniority date under these provisions will be the date of transfer and/or promotion into the bargaining unit.

Employees within the above non-interchangeable seniority group may filter downward within their non-interchangeable seniority group in line with their total accumulated continuous service with that Employer into equal or lower rated classifications within their non-interchangeable seniority group, but in no event will employees in lower rated classifications filter upward to position higher rated classification.

ARTICLE IX - LAYOFF AND RECALL

Section 1 - Layoff Procedure

The word "layoff" means 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 the employee's control. Whenever a reduction in the work force occurs, the following procedure within the separate Employer will be followed:

- a. Employees within the affected separate Employer will be laid off according to seniority (reference Article VIII), by classification, provided the employee being retained is capable of performing the available work. It is

understood by the parties that in application of this section employees will filter downward or laterally in their department in line with their total accumulated continuous service with that Employer into equal or lower rated classifications but in no event will employees in lower classifications filter upward to positions in higher rated classifications.

- b. In addition employees placed on layoff status who have been promoted out of the individual bargaining units to any other position within that Employer or who have been promoted within the individual bargaining units, but to a different department within that Employer will retain bumping rights to the classification from whence they left to take the promotion, seniority permitting; utilizing as their seniority, for this purpose only, their continuous service in the classification to which they are being recalled to and any higher classifications provided they are capable of performing the available work.
- c. When the need arises to lay off an employee serving a promotional trial period, such employee shall be restored to the job classification from which he or she was promoted.

For Chapter 08 (Unit Chiefs) bargaining unit employees when Genesee County deems it necessary to layoff such employees, the following layoff procedure will be followed:

- (a) Employees will be laid off according to seniority provided the employee being retained is capable of performing the available work. The Prosecuting Attorney will make the final determination for layoffs in a non-arbitrary and nondiscriminatory manner regarding which employee is laid off when affected employees possess identical seniority dates.*
- (b) In addition employees placed on layoff status who have been promoted from the Local 496, Chapter 01 bargaining unit, will retain recall rights to the classifications from whence they left to take said promotion, seniority permitting; utilizing as their seniority, for this purpose only, their previously accumulated seniority in the Local 496, Chapter 01 bargaining unit.

The above provision shall only apply in the event the collective bargaining agreement from whence the employee was promoted, contains language that allows a promoted employee to return to the bargaining unit and in the manner indicated.

- (c) When the need arises to layoff an employee promoted from the Local 496, Chapter 01 bargaining unit, who is serving a probationary period, said employee upon layoff shall be restored to the Chapter 01 job classification from which he or she was promoted. Time served in the probationary period shall be credited as though served in the Chapter 01 classification for seniority purposes.

The above provision shall only apply in the event the collective bargaining agreement from whence the employee was promoted, contains language that allows a promoted employee to return to the bargaining unit and in the manner indicated.

*It is understood by the parties that the employees promoted to the Unit Chief classification on December 6, 1985 will be accorded the same seniority date (December 6, 1985).

Section 2 - Notification of Layoff

Employees being laid off from the workforce will receive ten (10) calendar days notice by personal contact, telephone call or written communication prior to being laid off, but in any event, confirmed in writing by certified mail to the employee's last known address. However, in circumstances where, either due to employee's returning to work without adequate notice from leaves of absence or when there is temporary lack of work due to facilities being inoperable (for example: fire, flood, tornado), the above mentioned ten (10) calendar day notification period will be waived and only one (1) day notice will be required. The Local President and Chapter Chairperson shall receive a list from the Employer of the employees being laid off on the same date the notices are issued to the employee(s).

Section 3 - Recall

- a. When an individual bargaining unit workforce is to be increased after a layoff, employees on layoff status (or in a reduced status in another classification) from that Employer, will be recalled according to seniority in the reverse order of the layoff providing the employee being recalled is capable of performing the available work. In addition, when there are employees on layoff status in any individual bargaining unit within that Employer, they will be returned to any available job they are capable of performing prior to any 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 up to ten (10) working days from the date of recall to return to work, upon making written request specifying the date of return to the Human Resources Department. Such request shall be made within three (3) working days of the notification of recall. However, employees granted such an extension will forfeit claim to any unemployment compensation during that extension period.

Section 4 - Chapter 01 Seniority Clarification

In the application of provisions of this Article of the Agreement for Chapter 01 bargaining unit employees, the phrase "non-interchangeable seniority group" shall be substituted for the word "classification" and the following constitutes the non-interchangeable seniority.

GROUP I

Casework Supervisor
Assistant Casework Supervisor

GROUP II

Office Manager/Register

Employees promoted or transferred to another non-interchangeable seniority group within the bargaining unit shall retain (but not accumulate) seniority in their former non-interchangeable seniority group for layoff and recall purposes only.

Employees transferred or promoted from a position outside the bargaining unit within that Employer shall retain (but not accumulate) seniority in their former interchangeable seniority group for layoff and recall purposes only.

For employees transferred and/or promoted from within the Employer into the established seniority groups, their seniority date under these provisions will be the date of transfer and/or promotion into the bargaining unit.

Employees within the above non-interchangeable seniority group may filter downward within their non-interchangeable seniority group in line with their total accumulated continuous service with that Employer into equal or lower rated classifications within their non-interchangeable seniority group, but in no event will employees in lower rated classifications filter upward to position higher rated classification.

ARTICLE X - PROMOTIONS

Section 1 - Vacancy - Posting - Step 1

Permanent job vacancies which occur in any higher paid classification within the individual bargaining units (Chapters 01, 02, 03, 04, 08, 09 and 10) shall be defined as promotions for those individual units. Such vacancies shall be posted initially within the department for application by employees of that bargaining unit for a ten (10) calendar day period. Interested employees must submit their requests for promotion to the vacancy in writing to the Human Resources Department within the posting period, in order to be eligible for consideration for the promotion. In implementation of this section, in instances where no promotional opportunity exists for employees of the individual bargaining unit within the Department, a written waiver of this posting requirement may be obtained from the Steward.

Section 2 - Vacancy - Posting - Step 2

In instances where a Department Head is unable to fill individual bargaining unit promotional vacancies through the above procedure (Section 1) said vacancies will be posted within all departments of the affected Employer for application by employees of the supervisory bargaining units of those departments within that Employer for a ten (10) calendar day period. Interested employees must submit their request for promotion to the vacancy in writing to the Human Resources Department within the above ten (10) calendar day posting period in order to be

eligible for consideration for the promotion. However, the order of consideration for applicants under this section shall be as follows:

- (1st) Applicants who are members of that individual bargaining unit in other departments and/or other supervisory bargaining unit employees in that department. (Not applicable to Probate Court, Family Division of Circuit Court, Circuit Court, and District Court).
- (2nd) All other supervisory bargaining unit employees of that Employer. Interested applicants must submit their request for promotion to the vacancy in writing to the Human Resources Department within the ten (10) calendar day posting in order to be eligible for consideration.

Section 3 - Request for Promotion

Neither the Department Head nor the Human Resources Director will be obligated to consider a request for promotion from an employee during the employee's absence from work unless that employee submits the request in writing during the posting period. The Steward shall be allowed to submit a written request during an employee's authorized absence on behalf of the absent employee. Employees will not be considered for any promotional vacancy unless said employees 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 the attendant circumstances.

Section 4 - Factors Governing Promotions

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

- (a) The employee meets the required knowledge, training, and ability to do the work, qualifications for the position as specified in the established job description, and considering the specific function of the vacancy.
- (b) The personnel records of the employee, attendance records, and performance evaluations, and the interview process.
- (c) 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 promotion.

Section 5 - Trial Period

- a. The employee who is promoted shall serve a six (6) month trial period to prove they are capable of performing the work. At any time during this trial period the employee may of 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 promoted without loss of seniority from that lower classification.

- b. When an employee is promoted into a new classification he/she shall retain seniority status in their former classification for the duration of the six (6) month trial period. Upon successful completion of the trial period, seniority in the new classification shall accumulate effective the date of the initial promotion into the new classification.

Section 6 - New Selection Device Notification

In the event additional selection devices are developed by the Human Resources Department (such as written examinations, performance tests, etc); the Chapter Chairperson shall be notified and the parties shall enter into negotiations regarding implementation and application of these new selection devices at the request of either party.

Section 7 - Rate of Pay

In the event that a bargaining unit employee is promoted, the employee shall receive the rate of the new classification at the earliest step, which will result in an increase in salary rate of at least \$0.50 per hour. The employee shall retain his or her current anniversary date when promoted and shall receive their next step increase on that date.

Section 8 - Temporary Vacancy

A temporary vacancy in a higher paid classification of a duration of forty five (45) calendar days or more shall be filled in accordance with the above promotional provisions unless the time period is mutually extended in writing between the Chapter Chairperson and the Employer.

ARTICLE XI - LEAVE OF ABSENCE

Section 1 - Procedures for Requesting Leaves

A leave of absence, as provided for in this Article, is a written authorized absence from work granted by the Employer. Such 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 and 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 that specific leave.

Failure to return to work on the date scheduled shall be cause for termination subject to the provisions of Article VIII, Section 7. A further extension beyond the return date designated on the original leave of absence may be granted provided written application for such extension, containing the reason for the extension and the exact revised date on which the employee is to return to work, is made a 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 (10) calendar day requirement; and such extension is approved by the Department Head.

Approval or denial shall be furnished in writing to the employee by the Department Head. Prior to the approval or denial a thorough investigation shall be conducted wherever possible.

It is understood by the parties that 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 leave of absence shall result in immediate termination of County employment.

While on a leave of absence, an employee's retirement date (credited service) or benefit eligibility date (adjusted service date) may be affected depending upon the employee's retirement plan. Under the provisions of the Defined Benefit Retirement Plan and Defined Contribution Retirement Plan, whenever a leave of absence specified in this Article provides for an adjustment of seniority/benefit dates the employee's date will be adjusted day for day after 30 calendar days on a leave of absence. Further, an employee's seniority date will be adjusted day for day after 30 calendar days on leave of absence.

Upon returning to work from the leave of absence, participants of the Defined Benefit Retirement Plan have the option of purchasing the time spent on leave of absence provided the employee received compensation. Employees must apply to purchase the time through the Retirement Office. Purchase of the time must be completed within twelve (12) months from the date the employee returned to work. Payment shall be made at the employee's regular retirement contribution rate based upon the compensation received during the leave. Compensation shall include disability insurance and workers' compensation payments.

Time adjusted due to leave of absences will affect the amount of medical coverage allowed at retirement unless the full number of years required for coverage has been completed as provided in this Agreement.

The purchase of time shall not affect the employee's standing on the seniority list.

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 he/she is qualified to perform. Application for re-employment must be made within ninety (90) calendar 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 respective duties. Employees shall be paid the difference between all military compensation paid to the employee excluding travel allowance for a 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 benefits for additional time required to be taken under this section.
- d. An employee shall not lose seniority while on Military Leave either as a Reservist or in regular service if provisions in the above sections are met. The time counted in computing seniority shall include employment with the Employer prior to induction into the military service, a reasonable period between leaving his/her job and entering military service, not to exceed thirty (30) calendar days, the entire period of his/her military service, 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 Section "c" above, continue to accrue benefits while on military leave.

Section 3 - Jury Duty Leave

- a. Any employee other than a temporary employee shall be granted a leave of absence with pay when he/she is required to report for jury duty. The employee shall give the Employer prior notification of his/her jury duty. 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 after endorsing the jury duty check(s) and attaching the check(s) to the timesheet, with the exception of those funds allocated for mileage. However, employees who complete such jury duty prior to the end of the workday shall return to their regular workstation for the remainder of the workday.
- b. Probationary employees shall have their probationary period extended by the length of time they are on Jury Duty Leave. Those employees eligible to receive insurance benefits shall continue to receive those benefits while on Jury Duty Leave. Seniority (reference Article VIII, Section 1) and continuous 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 temporary, required, either 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 day of court leave after endorsing the court duty check(s) and attaching the checks(s) to the timesheet, with the exception of those funds allocated for mileage. Employees who complete court duty prior to the end of the workday shall return to their regular work station for the remainder of the day.

- b. Probationary employees shall have their probationary period extended by the length of time they are on Court Leave. Those employees eligible to receive insurance benefits shall continue to receive those benefits while on Court Leave. Seniority (reference Article VIII, 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 Court Leave of Absence.

Section 5 - Union Educational Leave

- a. Leaves of absence without pay shall be granted to any seniority employee 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 <u>01</u>	One (1)
Chapter <u>02</u>	Two (2)
Chapter <u>03</u>	Two (2)
Chapter <u>04</u>	One (1)
Chapter <u>08</u>	One (1)
Chapter <u>09</u>	One (1)
Chapter <u>10</u>	One (1)

The number of employees on Union Educational Leave will not exceed more than one (1) from any department nor will the number of working days for any one (1) employee exceed ten (10) in any one (1) calendar year.

- c. Seniority (reference Article VIII, 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 (173 hours) of such leave. Upon return from a leave of absence, lasting longer than thirty (30) days (173 hours), an employee's seniority date, benefit dates and benefit accrual rates will be adjusted forward to take into account the length of the employee's absence; provided, however, that the employee shall be given the credit on his/her seniority date and benefit eligibility dates for the first thirty (30) calendar days (173 hours) of his/her absence. Any employees granted a Union Educational Leave of Absence shall be entitled to re-employment at the expiration of said leave in his/her former classification and Department, seniority permitting.

Section 6 - Union Business Leave

- a. Leaves of absence without pay shall be granted to any seniority 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 one (1) year of service (2080 hours).
- b. Not more than one (1) seniority employee from each of the Chapters (01, 02, 03, 04, 08, 09, 10) shall be eligible for Union Business Leave at any one time.
- c. Such leave shall not exceed three (3) years or the term of office, whichever is shorter.
- c. Employees on such leave shall be required to give the Employer at least ten (10) working days prior notice before such leave will be granted and at least ten (10) working days notice prior to returning to County employment from such leave.
- e. Seniority (reference Article VIII, Section 1) and continuous service for the purpose of benefit accrual rates shall continue for an employee who is 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, in said employee submits both the Employer and employee contributions on a monthly basis. Any employee granted a Union Business Leave of absence shall be entitled to re-employment at the expiration of the leave, in his/her former classification and Department, seniority permitting.

Section 7 - 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 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 (3) day bereavement leave, with the understanding that in no event will the bereavement leave 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 grandparent, grandchild, brother, sister, aunt and her spouse, uncle and his spouse, current spouse's grandparent, current brother-in-law, current sister-in-law, current son-in-law and current daughter-in-law.

- c. 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.
- d. Employees may be granted additional time of for travel or otherwise by use of earned vacation or personal days upon approval of their supervisor or Department Head.
- e. Seniority (reference Article VIII, Section 1) and continuous service for the purpose of benefit accrual rates shall continue for an employee who is on an authorized, paid Bereavement leave of absence.
- f. This provision does not apply to employees who have less than 520 straight time hours of service.

Section 8 - Educational Leave

- a. Leaves of absence without pay may be granted to seniority 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 or the length of the employee's seniority, whichever is less. 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 VIII, 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 (173 hours) of such leave. Upon return from a leave of absence lasting longer than thirty (30) days (173 hours), an employee's seniority date, benefit accrual rates and benefit dates will be adjusted forward to take into account the length of the employees 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 (173 hours) of his/her absence. Any employee granted an Educational Leave of Absence shall be entitled to re-employment at the expiration of said leave, in his/her former classification and department, seniority permitting.

Section 9 - Personal Leave

- a. A personal leave of absence of up to one (1) year duration or the length of the employee's seniority, whichever is less, without pay, may be granted seniority employees 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. The Department Head in considering requests for personal leave will take into consideration the nature of the reason for the request.
- d. Seniority (reference Article VIII, 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 (173 hours) of such leave. Upon return from an authorized leave of absence lasting longer than thirty (30) days (173 hours), 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, that the employee shall be given credit on his/her seniority date and benefit dates for the first thirty (30) calendar days (173 hours) of absence. Any employee granted a Personal Leave of Absence shall be entitled to re-employment in his/her former classification and department, seniority permitting.

Section 10 - Leave of Absence for Elected Public Official

- a. Leave of absence without pay may be granted to an employee elected to public office which takes him or her from employment with the Employer. Such employees shall be eligible after having completed one (1) year of service (2080 hours).
- b. Not more than one (1) employee from each of the Chapters (01, 02, 03, 04, 08, 09 and 10) shall be eligible for such leave at any one time.

- c. Such leave shall not exceed four (4) years or the term of office or the length of the employee's seniority, 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 such leave will be granted and at least ten (10) working days notice prior to returning to County employment from such leave.
- e. Employees on such leave will not accumulate seniority or other benefits.

ARTICLE XII - LONGEVITY COMPENSATION

Section 1 - Compensation Period

Longevity compensation will be granted to employees upon the 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 includes authorized leaves of absence or layoffs, which do not exceed one (1) year. 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 by the County or Court Employer 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 by the County or Court Employer 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 XIII - HOURS OF WORK AND PREMIUM HOURS

Section 1 - Work Period

The normal work period consists of eighty (80) hours per bi-weekly pay period.

Exclusive of seven (7) day operations, the normal workweek extends from Monday through Friday.

Section 2 - Breaks and Lunch

Employees are allowed two (2) fifteen (15) minute breaks per day. One (1) break is to be taken in the first half of the work shift and the other in the second half of the work shift. Employees are allowed an unpaid lunch break not to exceed one (1) hour. These breaks are to be taken at a time scheduled by the Employer to allow for the continuous and effective operation of the department.

Section 3 - Premium Hours

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

a. Daily

All work performed in excess of eight (8) hours in any workday.

b. Periodically

All work performed in excess of forty (40) hours per week.

Section 4 - Shift Premium

A night shift premium will be paid to an employee for any time worked on any shift scheduled by the department head 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

Section 5 - On Call

Chapter 08 - Unit Chief - A Unit Chief 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 \$400.00 additional pay for the week in question. 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.

Chapter 01 - Probate Court and Chapter 09 - Family Division of Circuit Court Supervisor/Referee – The current procedure of having non-attorney supervisor/referees will be phased out through attrition. The current non-attorney referees include:

- Circuit – 2 Supervisors (David Singer and Patrice Stiehl)
- Probate – 1 Supervisor (Linda Harris)

These Probate Court and Family Division of Circuit Court supervisor/referees will be assigned duty on a rotating weekly basis on-call schedule at no more than six (6) times per year through the attrition phase, regardless of the number of remaining non-attorney supervisor/referees.

As these non-attorney referees retire, or their position is vacated for any reason, the non-attorney supervisor/referee on call duties will be absorbed by the attorney referees, with the number of rotating on-call opportunities for the remaining non-attorney referees not increasing.

Under the direction of the Circuit Court Administrator, the non-attorney supervisor/referees will continue to provide assistance to the attorney referees throughout the workweek during the attrition phase.

The duty week for the non-attorney supervisor/referees will extend from 5:00 p.m. Wednesday through 5:00 p.m. the following Wednesday. The schedule for assignment may be altered by the Court Administrator in emergency situations, but assigned staff are responsible for coverage on the dates assigned.

The non-attorney supervisor/referee will receive \$400 for each duty week worked.

The non-attorney supervisor/referee on call will be provided with a cellular telephone. A second cell phone will be provided to the Court Administrator, or designee (Director of Casework Services). If an agency does not receive a response within 30 minutes of their call, the backup cell phone will be called. The purpose of the cell phone is to allow the non-attorney supervisor/referee the flexibility to leave home while on call. If the cell phone is not working, the non-attorney supervisor/referee will be expected to be available at his/her home telephone or provide Court Administration a phone number where he/she can be reached.

The non-attorney supervisor/referees will be allowed to "trade" assignment weeks with other non-attorney supervisor/referees indicated above on a week for week basis with prior approval of the Court Administrator.

A yearly assignment schedule will be prepared and distributed, as will forms necessary for the documentation of assignments and reimbursement.

This Agreement is subject to review upon fourteen (14) calendar days notice of either party.

Chapter 03 - Drain Maintenance Supervisor - When no other person is available on a weekend or holiday, a Drain Maintenance Supervisor may be placed on call and assigned a pager to receive and respond to any emergency calls. For this responsibility, the Drain Maintenance Supervisor will be compensated for such duty at the rate of \$25 pay for each day (24 hours) on call.

The Drain Maintenance Supervisor placed on call status shall be required to remain locally ready at all times while on call to receive and respond to such calls as there will be no other back up.

For weekdays, the current pager system will remain in effect where calls are routed first to the Drain Maintenance Supervisor then to another responsible person. For these weekdays, the Drain Maintenance Supervisor does not have to remain locally ready while off work and no additional compensation will be provided. Response to these emergency calls is considered a part of the supervisor's responsibility associated with his/her job.

Section 6 - Flex Time

The parties desire to allow some flexibility in employees setting work schedules. Therefore this Article is modified as agreed in this section to allow for flexible schedules.

- (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) Flextime 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 workweek pursuant to this Article.
 - (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.

- (d) The Union recognizes that the granting or denial of flextime rests in the sole discretion of the Employer. An approved flex schedule may be canceled with twenty-four (24) hour notice.
- (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) Upon request of an employee, the employee's normal schedule may be amended by the Employer to allow for flextime for periods less than three (3) days.
- (g) The flextime provisions do not apply to employees working in the Unit Chief Attorney classification.

Section 7 - Parks and Recreation - Second Line Supervisors

Parks and Recreation Second Line Supervisors are required to work a reasonable number of hours above and beyond the regularly scheduled forty (40) hour workweek. The first sixty (60) hours of work above and beyond the normal workweek shall be an offset for the use of County vehicles as provided in Article XXVII - Section 17. After an employee has worked sixty (60) hours of overtime in a calendar year, the employee shall be eligible for compensatory time.

Compensatory time off shall be accumulated at the rate of one and one-half (1 1/2) times the regular rate. An employee will be permitted to accumulate no more than one hundred twenty (120) hours of compensatory time. (~~80~~ overtime hours equals 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.

Except for emergency situations, scheduling will be done on a monthly basis and work schedules of Parks and Recreation employees will not be changed 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 (15th) day of the preceding month. The Employer shall have the right to change any work schedule providing the employee is given fifteen (15) calendar days notice of said change.

Section 8 - 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.

ARTICLE XIV - HOLIDAYS

Section 1 - Holiday Schedule

The following days shall be designated and observed as paid holidays for full-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 employees must have completed five hundred twenty (520) straight time hours with the Employer.
- b. The employee must work his or her scheduled hours on both his or her last scheduled day before the holiday and on his or her first 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 - Holidays Falling on Weekend

In the event one of the holidays falls on a Sunday, the following day, Monday, will be the recognized holiday for eligible employees; if the holiday falls on a Saturday, the preceding Friday will be recognized as a holiday.

If consecutive holidays fall on 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 (2) paragraphs shall apply only to those eligible employees whose normal work week 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.

Section 4 - 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) hours at their current hourly rate.

Section 5 - 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. Employees required to work the remaining minor holidays will be paid their regular hourly rate of pay for the first eight (8) hours worked in addition to their regular holiday pay, and overtime premium in accordance with Article XIII, Section 3, for hours worked in excess of eight (8).

Section 6 - 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.

The letter and the intent of this Language provides that the compensation of an employee of eight (8) hours holiday pay, for time not worked, on either a major or minor holiday, simultaneously results in a credit of the same eight (8) hours for the purpose of computing the forty (40) hour requirement for overtime premium

compensation during the work week in question; and any hours worked on a paid major or minor holiday do not provide any credit for the purpose of overtime premium compensation during the work week in question, but said hours worked are to be credited for the purpose of computing the eight (8) hour requirement for overtime premium compensation for that same day (reference grievance settlement of October 1, 1976).

In addition, employees who are scheduled to work on a holiday beyond their regularly scheduled work day, will be accorded overtime premium pay at one and one-half (1 1/2) times their regular hourly rate for all hours worked beyond their regularly scheduled work day.

ARTICLE XV - VACATIONS

Section 1 - Eligibility

Vacation leave can be used only after the employee has completed at least 1040 straight time hours. The employee will then be credited with forty five (45) hours vacation leave and thereafter will accrue 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 employees as well as efficient operation of the department concerned.

Section 2 - 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.

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 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 - Annual Vacation

Regular, full time employees with an average regular workweek 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 disability leave of absence, or during unpaid leaves of absence under Article XI.

Section 5 - Pay Rate

Vacation pay will be paid at the current wage 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

In order to exercise seniority preference employees shall submit requests for vacation time off before April 1 of each year. Such requests shall be honored on the basis of seniority, by classification, by each supervisor, subject to reasonable scheduling requirements of the Department. It is understood by the parties that employees must have prior authorization before utilizing any vacation time. After April 1st, vacation time is assigned on a "first come, first serve" basis. It is

understood by the parties that an employee may cancel a vacation request, but re-scheduling of said vacation will be subject to the procedures outlined above.

Supervisors having a prior approved vacation cancelled by the Employer with less than thirty (30) calendar days notice prior to the start of the approved vacation, shall have any non-refundable charges reimbursed by the Employer, upon written verification from the source that the amount requested is non-refundable and cannot be applied toward a future accommodation.

Section 7 - Illness During Vacation

If any 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 for the period of illness, the vacation for the number of days so utilized shall be re-scheduled at a mutually agreeable date.

Section 8 - Advance Vacation Checks

If a regular payday or paydays falls during an employee's vacation, they will receive their checks in advance; provided they have requested payment in writing three (3) weeks prior to the payday 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 do 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 XVI - LIFE INSURANCE COVERAGE

Section 1 - Active Employees

Bargaining unit employees are eligible for a \$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 June 1, 1996 but before January 1, 2001; \$8,500 for employees who retire on or after January 1, 1989 but before June 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 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 become self-insured providing the level of benefits remain substantially the same.

ARTICLE XVII - DISABILITY INSURANCE COVERAGE

Section 1 - Benefit Limits

Bargaining unit members are eligible to apply for disability insurance coverage 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) 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 December 1 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 \$580.00 per week, for up to twenty-six (26) weeks. Employees with enough accumulated personal time must use this time to

cover the initial fourteen (14) calendar day waiting period. 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. If the employee has no personal time available, the employee may use accumulated vacation hours. Employees are not eligible to receive any other pay, including, but not limited to, holiday pay during the waiting period.

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 \$2,400.00 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 Human Resources and his/her own department 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 (3) 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/Benefit Eligibility During Disability Leave

While on a disability leave of absence, an employee's retirement date (credited service) or benefit eligibility date (adjusted service date) may be affected depending upon the employee's retirement plan. Under the provisions of the Defined Benefit Retirement Plan and Defined Contribution Retirement Plan, whenever a leave of absence provides for an adjustment of seniority/benefit dates the employee's date will be adjusted day for day after 30 calendar days on disability leave of absence. Further, an employee's seniority date will be adjusted day for day after 30 calendar days on disability leave of absence.

Upon returning to work from the disability leave of absence, participants of the Defined Benefit Retirement Plan have the option of purchasing the time spent on disability leave of absence provided the employee received compensation.

Employees must apply to purchase the time through the Retirement Office. Purchase of the time must be completed within twelve (12) months from the date the employee returned to work. Payment shall be made at the employee's regular retirement contribution rate based upon the compensation received during the leave. Compensation shall include disability insurance and workers' compensation payments.

Time adjusted due to leave of absences will affect the amount of medical coverage allowed at retirement unless the full number of years required for coverage has been completed as provided in this agreement.

The purchase of time shall not affect the employee's standing on the seniority list.

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 IX, (Layoff and Recall) 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 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 become self-insured providing the level of benefits remain substantially the same.

ARTICLE XVIII - HEALTH INSURANCE

Section 1 - Employees Hired prior to January 1, 2001

Effective December 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 January 1, 2001, 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 January 1, 2001, 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 January 1, 2001, 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 new 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. One spouse may choose to opt out of hospital/coverage as provided in Section 7 below.

Section 5 - Prescription Drugs

Effective December 1, 2005, 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 and prescription drug coverage must advise the Human Resources Department, on forms provided, of their voluntary election not to receive County paid hospital/medical and prescription drug 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 and prescription drug 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 and prescription drug 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 worked 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 and prescription drug 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 become self-insured providing the level of benefits is substantially equivalent.

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 one-percent (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 XIX - DENTAL BENEFITS

Section 1 - Benefits

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 a \$1200 combined maximum benefit per eligible person per benefit year. Class IV has a \$1400 maximum life time benefit per eligible person up to age nineteen (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 become self-insured providing the level of benefits remain substantially the same.

ARTICLE XX - OPTICAL BENEFITS

Section 1 - Benefits

Optical 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.

Effective December 1, 2005, 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 become self-insured providing the level of benefits remain substantially the same.

ARTICLE XXI - PAID PERSONAL TIME

Employees will be accorded sixty-four (64) hours of paid personal time after completion of 520 hours of straight-time employment and thereafter 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 (discretionary). Approval must be obtained from the department prior to utilizing personal time on the standard Request for Time Off Form, except in emergency situations. In cases where multiple requests for personal time 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, said personal time will accumulate indefinitely and have no monetary value upon separation from employment with Genesee County for whatever reason.

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

ARTICLE XXII - 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 separation of employment shall be computed as final average compensation for retiring employees. Disability 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 from paychecks.

Employees hired on or after July 1, 1996, are not eligible to participate in the GCERS Defined Benefit Plan.

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.

Employees shall be allowed the option to exchange accumulated vacation hours, on an after tax basis, to buy other governmental service and/or military service for credited service purposes for retirement. Vacation time used for this purpose shall not be restored, under any circumstances.

Additionally, the employees 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 subsequent 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 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%) on the original base retirement pay 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.

Retirement Date (Credited Service)

While on a leave of absence, the employee's retirement date may be affected. Under the provisions of the Defined Benefit Retirement Plan, the employee's retirement date will be adjusted day for day after 30 calendar days for any leave of absence so specified in the contract. Further, an employee's seniority date will be adjusted day for day after 30 calendar days on leave of absence.

Upon returning to work from the leave of absence, participants of the Defined Benefit Retirement Plan have the option of purchasing the time on leave provided the employee received compensation. Employees must apply to purchase the time through the Retirement Office. Purchase of the time must be completed within twelve (12) months from the date the employee returned to work. Payment shall be made at the employee's regular retirement contribution rate based upon the compensation received during the leave. Compensation shall include disability insurance and workers' compensation payments.

Time adjusted due to leave of absences will affect the amount of medical coverage allowed at retirement unless the full number of years required for coverage has been completed as provided in this agreement.

The purchase of time shall not affect the employee's standing on the seniority list.

Medical Benefits

Upon commencement of retirement benefit payments, the Employer shall provide retirees, spouse and dependants 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.

Retirees may "opt out" of hospital/medical coverage as provided in Article XVIII.

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. 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.
- c) A retiree, who selects the Option B retirement option, will be entitled to medical, dental and optical benefits through the retiree's lifetime and, should the retiree predecease the beneficiary, one (1) beneficiary will receive medical, dental and optical coverage (50% of the premium paid by the Employer and 50% of the premium 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. If the retiree deceases during the guaranteed period of Option C, one (1) beneficiary will receive medical, dental and optical coverage 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 if the employee has fifteen 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 or a Section 59 lump sum transfer.
- 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 or a Section 59 lump sum transfer.
- 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 long as the beneficiary remains eligible under the provisions of the Genesee County Retirement Ordinance.
- i) A retiree who selects the Section 59 lump sum transfer option, will be entitled to medical, dental and optical coverage. Retiree dependents that are receiving medical, dental and optical coverage under this provision shall continue to receive such coverage upon death of the retiree as long as the beneficiary is otherwise eligible.

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.

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.

An employee promoted into the bargaining unit will maintain the contribution rate established when the employee first became a member of the defined contribution plan.

Retirement Benefit Eligibility Date (Adjusted Service Date)

While on a leave of absence, the employee's retirement benefit eligibility date may be affected. Under the provisions of the Defined Contribution Plan, the employee's retirement benefit eligibility date will be adjusted day for day after 30 calendar days on any leave for absence so specified in the contract.

Medical Benefits

The Employer shall provide retirees, spouse 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.

Retirees may "opt out" of hospital/medical coverage as provided in Article XVIII.

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 the paragraph above entitled "Medical Benefits" 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".

Retirement Application

Written application for retirement shall be filed, not less than thirty (30) calendar days nor more than ninety (90) calendar days, prior to the date the employee desires to retire.

Section 3- Defined Contribution Plan (Employees Hired On Or After July 1, 1996)

All employees hired on or after July 1, 1996, must participate in the Defined Contribution Plan.

Contributions

After completion of five hundred twenty (520) hours of straight-time employment, 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 DC Plan retirement account. After completion of five hundred twenty (520) hours of straight-time employment, 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.

An employee promoted into the bargaining unit will maintain the contribution rate established when the employee first became a member of the defined contribution plan.

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%

Retirement Benefit Eligibility Date (Adjusted Service Date)

While on a leave of absence the employee's retirement benefit eligibility date may be affected. Under the provisions of the Defined Contribution Plan, the employee's retirement benefit eligibility date will be adjusted day for day after 30 calendar days on any leave of absence so specified in the contract. Further, an employee's seniority date will be adjusted day for day after 30 calendar days on leave of absence.

Medical Benefits

- i) The Employer shall provide retirees, spouse and dependents with at least twenty-three (23) years of credited service, (twenty-five (25) years of credited service 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 of credited service 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 prior to the month the premium is due. The retiree shall hold the Employer harmless if the retiree fails to timely pay such premiums resulting in the cancellation of coverage.

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.

Retirees may "opt out" of hospital/medical coverage as provided in Article XVIII.

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 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. The beneficiary of the employee will be entitled to continue medical coverage as provided in Subsection (ii) above as long as the beneficiary remains eligible, pursuant to the terms and conditions of the carrier.

Retirement Application

Written application for retirement shall be filed, not less than thirty (30) calendar days nor more than ninety (90) calendar days, prior to the date the employee desires to retire.

Section 4 - Promoted or Transferred Employees

Employee's who are promoted or transferred from positions where they had selected the old retirement plan, will not have the option of switching from the old plan.

ARTICLE XXIII - 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 XXIV - UNION BULLETIN BOARDS

Section 1 - Location and Posting

The Employer will provide bulletin boards in suitable locations, which may be used by the Union for posting 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 the areas listed below:

Administration Building
Parks & Recreation
District Court
Court House
Family Court
McCree Building
McCree South
Burton Health Center

Section 2 - Exclusive Rights to Union Bulletin Boards

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 relationship. 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 the Local Union or its representatives of advertising or political matter upon the Employee's premises.

ARTICLE XXV – WORKERS’ COMPENSATION

Section 1 - Reporting and Payments

Employees shall report all injuries and illness arising directly from their County employment to their supervisor as soon as possible after the accidents occurrence using forms required by the Genesee County Risk Management Office. If the injury is deemed compensable, the employee will receive the State mandated payments 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 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 employees are receiving Workers' Disability Compensation benefits, and time so spent will be counted as continuous service for benefit accrual rate purposes only.

Section 3 - Short-Term Compensation

Employees shall also be compensated for legitimate short-term (seven (7) days or less) occupational injuries or illness in accordance with the provisions contained in Section 1 of this Article.

Section 4 - Outside Employment

Employees shall not be permitted to accept employment elsewhere while on Workers' Disability Compensation leave. Acceptance of employment or working for another employer while on such leave may result in disciplinary action up to and including immediate discharge.

ARTICLE XXVI - OUTSIDE EMPLOYMENT

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

ARTICLE XXVII - GENERAL PROVISIONS

Section 1 - Absence From Work Notification

In order to protect his or her seniority, it is the employee's responsibility to notify the Employer of absences from work (reference Article VIII, Section 7(c)). For this purpose, the Employer shall establish a procedure in each Department whereby reporting of absences at all times during regularly scheduled hours can be made by employees to designated personnel.

Section 2 - Employer/Union Representative Designee

Whenever in this Agreement an Employer or a Union Representative is alluded to by title, it is understood by the parties that said representatives may, when not available, specify a designee.

Section 3 - 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 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 President of the local. In the event a job description is revised due to a vacancy, the revised job description will be provided to the President at least two work days 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 IV 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 4 - Meaning Of "Able To" and "Capable Of" Performing the Work

Whenever noted in this Agreement a statement indicates that an individual must be "able to perform the work" or that "provided the employee is 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 established by the State statutes, State child care rules and/or Supreme Court requirements.

Section 5 - Transferring/Merging Departments

In the event a department, or portion thereof, is transferred to or merged with another department within that Employer, affected bargaining unit employees shall be credited with their seniority (as defined in the provisions of Article VIII) earned in their previous department and/or classification.

Section 6 - 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) months hospital/medical coverage for each full year of continuous service, up to a maximum of twelve (12) 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 of the following month 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 paragraphs "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 payments 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 7 - Contracting And Subcontracting

The right of contracting or subcontracting is vested with the Employer. This right will not be utilized for the purpose of eroding the bargaining units. In cases where contracting or subcontracting will displace employees covered by this Agreement, Employer representatives will hold advance discussion with the Union at least thirty (30) calendar days prior to the signing of the contract or subcontract. 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 above language does not preclude the right of the Court to provide services as provided by Statute or Supreme Court rule.

Section 8 - 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 twenty eight (28) cents per mile whichever is greater.

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

Section 9 - Payroll Shortages and Overpayments

Minor shortages shall be adjusted in the employee's next check. If the shortage constitutes a considerable amount, then upon the request of the employee, a supplemental check will be issued by the Controller's Office, in order to avoid employee hardships.

Minor overpayments shall be adjusted in the employees 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 10 - Uniforms/Coveralls Provided by Employer

Uniforms - Auto Mechanic Supervisor - The County agrees to provide uniforms consisting of shirts and trousers and one (1) all weather jacket to the Auto Mechanic Supervisor classification at the County's expense. Employees will be provided on a weekly basis with three (3) freshly laundered changes of uniform. It shall be the responsibility of the employee to treat said uniforms and jacket with reasonable care during the period of time in which said uniforms and jacket are issued to the employees. The above employee shall be required to wear said uniform at all times while on the Employer's premises. Said uniforms and jacket shall be returned to the County upon termination of employment for any reason.

Coveralls - Maintenance Supervisor - The County shall obtain and maintain one (1) pair of coveralls for the Park Maintenance Supervisor and each County Buildings and Grounds Maintenance Supervisor in the bargaining unit. These coveralls are to remain at the work site and it shall be the responsibility of the employee to treat said furnished coveralls with reasonable care during the period of time in which said coveralls are issued to the employees. These coveralls are to be used in situations where the supervisors are exposed to unsanitary environments.

Section 11 - Uniform Allowance

Uniform and Cleaning Allowance - Railroad Shop/Right-Of-Way Supervisor - The Employer agrees to provide uniforms required to be worn by the Railroad Shop/Right-of-Way Supervisor in accordance with the applicable Letter of Agreement. In addition the Railroad Shop/Right-of-Way Supervisor shall receive a \$320 annual cleaning allowance. The cleaning allowance shall be paid within one (1) month of the date of employment and shall be paid annually on or before January 31st thereafter. On or before January 31st of the following year the cleaning allowance will be pro-rated in the following manner - 1/12 of the total allowance for each full month worked in the first year of employment. On or before the following January 31st and each year thereafter, the employee shall receive clothing allowance in the full amount.

Section 12 - Safety Devices

Safety Devices - Maintenance Supervisor and Auto Mechanic Supervisor - The County reserves the right to require employees to wear and/or utilize necessary protective devices, including protective footwear or foot shields, while performing their work duties as a condition of employment at the County's expense. Where the County deems it necessary, for employees to wear safety shoes, one hundred dollars (\$100.00) will be paid to the employee with his/her first paycheck. 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.

Safety Glasses - Maintenance Supervisor and Auto Mechanic Supervisor - 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 the time of original employment or at such time after employment as it becomes necessary for the employee to wear 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 a 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' claim for damages to glasses other than safety glasses while on duty will not be honored. The employees will be responsible for all charges for their own eye examinations and all replacement costs over and above those agreed to by the Employer.

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

Section 13 - Tool Allowance

Tool Allowance - Railroad Shop/Right-of-Way Supervisor/Auto Mechanic Supervisor - Common, necessary hand tools, including such items as: hard hats, safety glasses, gloves, extension cords and drop cords which are required for the performance of job duties are to be furnished by the employee.

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.

Section 14 - Personal Vehicle Use Allowance

In addition to the travel regulation provisions, the County shall provide each Behavioral Health Director, Community Health Director, Environmental Health Director, Personal Health Director, and Public Health Division Director (All of Chapter 02) and each Environmental Health Supervisor, Public Health Supervisor, and Public Health Nursing Supervisor (All of Chapter 03) who are required by the County to utilize their personal vehicle and whose average mileage for such use is 80 miles per month in the previous year ending October 31st, will receive \$500.00 annually to defray a portion of the cost of their automobile policy. Said employee must furnish by November 30 to their Department proof of coverage for traveling on County business; the minimum liability coverage of the policy shall be \$250,000/\$500,000.

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.

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

Section 15 - Assignment of Vehicle

Parks and Recreation – Second Line Supervisors - The Employer and Union agree that the use of Employer owned vehicles by Parks and Recreation employees is for official Employer business which includes emergency and official County business after normal business hours. The above job related emergencies are considered a normal part of the job responsibilities.

Section 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.

Section 17 - Registration Fee – Environmental Health Supervisor

The Employer will reimburse bargaining unit members for the cost of the National or Michigan Sanitarian license registration fee.

In order to receive such reimbursement, the bargaining unit member must provide the Administrative Health Officer or designee a copy of the National or State of Michigan Sanitarian license certificate, for the coming period covered, along with a copy of the receipt of the amount paid for the license.

Section 18 - License Fee – Supervisors that are Registered Nurses

The Employer will reimburse bargaining unit members that are registered nurses for the cost of the State of Michigan registered nurse license fee.

In order to receive such reimbursement, the bargaining unit member must provide the Administrative Health Officer or designee a copy of the registered nurse license certificate from the State of Michigan, for the coming period covered, along with a copy of the receipt of the amount paid for the license.

ARTICLE XXVIII - DEFINITIONS - EMPLOYEE BENEFIT DATES

Section 1 - Benefit Accrual Rate

Rate at which a particular benefit is accumulated; determined by the employee's 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 full day suspensions; 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 full day suspensions; utilized for determining the date of an employee's next scheduled merit increase.
- c. Hire Date - Date of most recent employment in the bargaining unit.
- d. Vacation Benefit Date - Hire date adjusted for leaves of absence and/or layoffs over thirty (30) calendar days and any full day suspensions; 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 full day suspensions; utilized for personal time accumulation.
- 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 (173 hours) and any full day suspensions; utilized primarily for promotional and layoff and recall purposes.
- 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.
- h. Benefit Eligibility Date (Adjusted Service Date) - Date of membership in the Defined Contribution Plan adjusted for any days of non-paid absences, any full day suspensions, leaves, and layoffs not included under the provisions of the contract.

ARTICLE XXIX - EDUCATIONAL REIMBURSEMENT

Section 1 - Coursework/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 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 all bargaining unit employees is limited to \$10,000 for the calendar year. 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.

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.

Section 3 - Reimbursement Process

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 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 - SALARY RATES

Section 1 - Salary Ranges/Classifications/Wage Increases

Each new employee meeting the minimum job requirements will be hired at the "start" step or the salary range.

Appendix A lists the applicable salary ranges and classifications.

Section 2 - Pay Step advancement Date

On the employee's "anniversary date" each year, the employee will be advanced to the next step of the salary grade provided job performance has been rated satisfactory.

In Chapter 01, if the employee's performance is rated conditional, so as not to provide a merit increase he/she will be rated within three (3) months of their anniversary date to determine if his/her performance is satisfactory.

Section 3 - Classification Upgrades- 2005 Contract

The "Legal Division Supervisor", the "Retirement Office Supervisor", and the "Chief Deputy Treasurer" that were upgraded as a result of the 2005 contract will be placed at the first step that gives the employee a pay increase. Thereafter, if there is more than one higher pay step remaining in the upgraded pay scale, the employee shall retain their current anniversary date and shall receive their next step increase on that date. If there is only one higher pay step in the upgraded pay scale remaining, the employee shall establish a new anniversary date and must wait one (1) year for their last step increase.

ARTICLE XXXI - SAVINGS CLAUSE AND NO STRIKE CLAUSE

Section 1 - Invalid Provision

If any Article or Section, or portion thereof, of the Agreement or any Addendum 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 Addenda 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 will actively oppose and discourage any such action on the part of individual employees. In consideration of the foregoing provisions of this Agreement, the Employer agrees not to lockout members of this bargaining unit.

ARTICLE XXXI - TERMINATION

This Agreement shall be effective upon ratification by the Genesee County Board of Commissioners and applicable Court Employers, and shall remain in full force and effect until the 31st day of December, 2010. No provisions shall take effect prior to the above referenced 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) calendar 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) calendar 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) calendar 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:

LETTER OF AGREEMENT

Generic Time Purchase – Retirement

Whereas, the Union represents employees in Local 916 01, 02, 03, 04, 08, 09, and 10,
and

Whereas, the parties are desirous of modifying the retirement provision, under certain
conditions, of those employees that purchased generic time under the Generic
Time Agreement,

THE PARTIES AGREE TO THE FOLLOWING:

1. An employee who has completed the purchase of time pursuant to the Generic Time Agreement shall not be required to retire upon attaining twenty-three (23) years of credited service provided written notice of the employee's desire to remain working is delivered to the Retirement Office, at least thirty (30) calendar days prior to the completion of twenty-three (23) years. In that event, the employee's contribution rate shall increase to five percent (5%) of gross earnings deducted biweekly effective upon completion of twenty-three (23) years.
2. This provision shall only extend to employees who would complete the twenty-three (23) years prior to termination date of the 2005 contract (December 31, 2010).
3. No other relief shall be provided.
4. This Letter of Agreement shall not set a precedent for any other matters now pending or that may arise in the future.

FOR THE UNION/DATE:

FOR THE EMPLOYER/DATE:

LETTER OF AGREEMENT

Supervisor Meetings – Human Resources

The Employer agrees to release, with pay, all first line supervisors in Chapters 01, 03, 04, 08, 09, and 10 for up to two (2), two (2) hour meetings per calendar year with Human Resources as provided below.

The Employer also agrees to release, with pay, all second line supervisors in Chapter 02, for up to two (2), two (2) hour meetings per calendar year with Human Resources as provided below.

The Local 916 President or the Human Resources Director may request such meetings.

These meeting will be separate unless mutually agreed between the Local 916 President and the Human Resources Director to combine the meetings as deemed appropriate.

The meetings shall be conducted on a weekday (Monday – Friday). Employees who regularly work second or third shift shall be excused from working their regular shift on the meeting day for the amount of time of the scheduled meeting.

Each meeting date and the agenda of the meeting shall be agreed upon at least sixty (60) calendar days in advance of the meeting between the Human Resources Director and the Local 916 President. The president shall confirm in writing to Human Resources, the names of supervisors expected to attend the meeting, no later than thirty (30) calendar days in advance. An employee released for the meeting, who fails to attend, shall forfeit pay for the time unless excused by the employee's supervisor. Under unique circumstances, the Employer may deny the release of a supervisor.

The purpose of these meetings is to collaborate on issues relevant to the County, provide updates on important issues, and to discuss other issues mutually agreed by the parties. Issues relevant to the grievance or special conference procedures are not appropriate subjects for these meetings.

FOR THE UNION/DATE:

FOR THE EMPLOYER/DATE:

Building Maintenance Supervisor
Job Analysis

Between
GENESEE COUNTY
And
LOCAL 916 - 01, 02, 03, 04, 08, 09, 10
AFSCME

Building Maintenance Supervisor Job Analysis

The Building Maintenance Supervisors may file a Job Analysis Questionnaire pursuant to the provisions of Article XXVII, Section 3, of the job analysis process. On the questionnaire, the employees may include any alleged changes in duties since December 19, 2000.

FOR THE UNION/DATE:

FOR THE EMPLOYER/DATE:

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.

FOR THE UNION/DATE:

FOR THE EMPLOYER/DATE:

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 (September 1, 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.

APPENDIX A
Wages and Classifications