

**LABOR AGREEMENT**

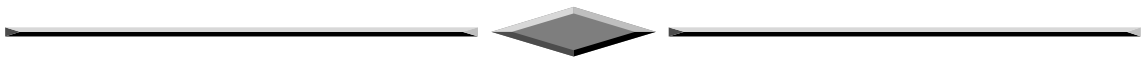
**Between**

**GENESEE COUNTY (As Defined)**

**And**

**GENESEE COUNTY  
PROFESSIONAL COURT OFFICERS ASSOCIATION**

**EFFECTIVE: DECEMBER 13, 2005 - DECEMBER 31, 2010**



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## AGREEMENT

This Agreement entered into under Act 379, Public Acts of Michigan, as amended in 1965, between the Genesee County Board of Commissioners and the 7th Judicial Circuit Court and Genesee County Probate Court and 67th District Court Judiciary; hereinafter referred to as the "Employers" and the Genesee County Professional Court Officers Association (GCPCOA), hereinafter referred to as the "Union" expresses all mutually agreed covenants between the parties hereto.

### PREAMBLE

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

The parties subscribe to the principle of equal opportunities and shall share equally the responsibilities for applying the provisions of this Agreement without discrimination as to age, sex, marital status, race, 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 - EMPLOYEES COVERED

#### *Section 1 - Bargaining Unit*

Pursuant to and in accordance with all applicable provisions of Act #379 of the Public Acts of 1965, as amended, the Employers do hereby recognize the Union as the sole exclusive representative for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment, for those employees of the Employers in six (6) separate bargaining units consisting of all regularly employed Social Service Worker and Victim Advocate I classified employees in (1) Family Division of Circuit Court; (2) Friend of the Court; (3) General County, (4) District Court, (5) Probate Court, (6) Court Services Division of Circuit Court but EXCLUDING all Psychiatric Social Service Workers, employees on assignment by the State of Michigan and the federal government, and Supervisors.

This language is not intended to limit additions by accretion if mutual agreement is reached. It is understood by the parties that this provision does not preclude the Union or the Employer from appealing to MERC through established procedures concerning the confines of the individual bargaining units.

### ***Section 2 - New Classifications***

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

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

### ***Section 3 - Autonomy / Separate Employers***

It is understood by the parties that all of the individual bargaining units specified in Section 1 continue to retain individual autonomy and certification status under MERC.

It is further understood by the parties that the Circuit Court, District Court, Probate Court and the General County are recognized as four (4) separate Employers under existing State statute and existing case law.

### ***Section 4 - Membership***

The Employer will not interfere with or discriminate in any way against any employee in the above bargaining units by reason of his/her membership in the Union or his/her activity on behalf of the Union, nor will the Employer encourage or discourage membership in the Union or any other labor organization.

### ***Section 5 - Powers Of The Court***

The parties recognize the constitutional, statutory and inherent powers of the Court to manage affairs, to administer justice and to run the business of the Court. The parties 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.

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

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

The employees and the Union as sole and exclusive bargaining representatives of the employees have the rights granted to them by Act #379 of Michigan Public Acts of 1965, amended from time to time and by the 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 following:

- 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 increase and decrease the number of employees retained;
- to hire new employees;
- to determine the nature and number of facilities and departments and their location;
- to adopt, modify, change or alter its budget;
- to establish classifications of work;
- to combine or reorganize any part or all of its operations;
- to maintain order and efficiency;
- to study and use improved methods and equipment and outside expertise 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;
- to suspend, discipline or discharge employees for just cause;
- to establish and follow an orderly procedure to transfer, layoff and recall personnel;
- to establish reasonable work rules and to fix and determine penalties for violations of such rules;
- to establish and change work schedules and hours;

- to provide and assign relief personnel; and
- to continue and maintain its operations as in the past, provided, however, that these rights shall not be exercised in violation of any specific provision of this Agreement and, as such, they shall be subject to the Grievance and Arbitration Procedure established herein.

### ***Section 3 - Practices***

It is not the intent of this Agreement to abridge or amend any mutually satisfactory practice currently in effect with regard to wages, hours, and other terms and conditions of employment which is not superseded or prohibited by the provisions of 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 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 after ninety (90) calendar days of employment, as a condition of their continued employment, pay to the Union the dues 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 from the wages of those employees who individually request in writing on the standard authorization cards that such deductions be made. 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 Treasurer of the Union following each pay period.

### **Section 3 - Services Fee**

On or after the ninety first (91st) calendar day following the beginning of employment, any present or future employees, who are not Union members and who have 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 remit the amount so deducted to the Treasurer of the Union following each pay period.

### **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 (but for the first ninety (90) calendar days of his/her employment) pay a service fee equivalent to dues for that month and all months during which he/she was represented and paid neither dues nor service fee.

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

With regard to Sections 1 through 4 above, 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 request 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 overpayment. Any actual or alleged underpayments or payments not deducted shall be paid directly by the employee to the Union through its Treasurer.

In cases where Union dues are deducted in error from nonunion employees and are sent to the Union, the Union shall promptly refund any moneys owed the employee provided the employee presents proper evidence within two (2) weeks of the actual date of the actual or alleged overpayment.

## **ARTICLE IV - UNION REPRESENTATION**

### **Section 1 - Steward Units**

Employees in each of the following bargaining units shall be represented by the following number of Stewards, each of whom shall be a regular seniority employee of the respective bargaining unit:

- (1) Family Division of Circuit Court - (2 Stewards)
- (2) Friend of the Court - (2 Stewards)
- (3) General County - (1 Steward)
- (4) District Court - (1 Steward)
- (5) Probate Court - (1 Steward)
- (6) Court Services Division of Circuit Court - (1 Steward)

The Union may also designate an Alternate Steward for each bargaining unit listed above, except the Friend of the Court. 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 for that bargaining unit unless he/she is a seniority employee of that bargaining unit.

Each Family Division of Circuit Court Steward shall represent specific members of the bargaining unit. The Union shall provide written notification to the Employer of the Stewards' jurisdiction.

No alternate Stewards shall be designated in the Friend of the Court, but, each Steward shall act as the alternate for each other. Each Friend of the Court Steward shall represent specific members of the bargaining unit. The Union shall provide written notification to the Employer of the Stewards' jurisdiction.

### ***Section 2 - Steward Release***

The Stewards shall be permitted to leave their work station, after the expiration of the first hour of their shift, to investigate and present grievances to the Employer, without loss of pay; after notifying their Supervisor of 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 work station, subject to emergency exceptions. The privilege of the Stewards leaving their 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, the Stewards shall notify the Department Head or Departmental Supervisor of their presence and purpose.

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

The Union will furnish the Employer in writing 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 - Step 4 Representatives***

Officers of the Union and/or their representatives are authorized to represent the Union at Step 4 of the grievance procedure.

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

Any Steward having an individual grievance in connection with his/her own work will be represented in the grievance procedure by the Alternate Steward. Conversely, any Alternate Steward having an individual grievance in connection with his/her own work will be represented in the grievance procedure by the Steward. In the absence of either the Steward or the Alternate Steward, the Union President or his/her designate shall represent the remaining Steward or Alternate Steward in the grievance procedure.

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

Employees will be represented during negotiations by a bargaining committee composed of the Union President and the following number of representatives from each of the following six (6) bargaining units:

- (1) Family Division of Circuit Court – (1 Representative)
- (2) Friend of the Court – (1 Representative)
- (3) General County – (1 Representative)
- (4) District Court – (1 Representative)
- (5) Probate Court – (1 Representative)
- (6) Court Services Division of Circuit Court – (1 Representative)

Members of the above bargaining committee will not lose pay for time spent during regular working hours in contract negotiations. Members of the above bargaining committee shall give notification to their Supervisor in accordance with Departmental practice prior to leaving their work station to attend negotiation sessions.

One (1) additional designee of the Union who is not a bargaining unit member will also be recognized as a bargaining committee member.

### **Section 7 - Visitation**

Representatives of GCPCOA shall be permitted to visit the premises of the Employer, during working hours, to discuss matters related to the administration of the collective bargaining agreement with designated Union representatives and/or Employer representatives, when arranged in advance and approved by the Employer.

## **ARTICLE V - SPECIAL CONFERENCES**

### ***Section 1 - Procedure***

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

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

### ***Section 2 - Representatives***

Such meetings shall have no more than ~~three (3)~~ four (4) representatives of the Union and no more than four (4) representatives of the Employer.

When the special conference involves a Court employee, one (1) representative of the Employer shall be the Court Administrator or Department Head. Additional members may be in attendance at these conferences by mutual consent. Arrangements for each special conference shall be made in advance and a detailed 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 conference.

### ***Section 3 - Scheduling / Answer***

Special conferences shall be scheduled within ten (10) working days after the receipt of the request in Human Resources, and held within thirty (30) calendar days of the request in Human Resources unless mutually agreed otherwise in writing by the parties.

Human Resources shall provide a written synopsis of the special conference within thirty (30) calendar days of the meeting.

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

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



## **ARTICLE VI - GRIEVANCE PROCEDURE**

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

A grievance is defined as a specific complaint or dispute with respect to wages, hours and other terms and conditions of employment.

### ***Section 2 - Understanding***

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 procedures herein provided.
- (c) Employees involved as grievants will not lose pay for time spent during regular hours through Step 4 in the grievance procedure, as outlined below.

### ***Section 3 - Processing***

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

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

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

### **STEP 1 – Oral Presentation**

The employee must first discuss the problem orally with their Supervisor. If the matter is not so resolved, the Steward may be requested by the employee to discuss the grievance with the Supervisor.

## **STEP 2 – Grievance in Writing**

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

## **STEP 3 – Department Head Step**

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

## **STEP 4 – Appeal Step**

If the grievance is not resolved satisfactorily in Steps 1, 2, or 3 above, written notification will be given by the Union to the Genesee County Human Resources Director, within five (5) working days after the Department Head's answer is due. The Human Resources Director will then schedule a meeting within ten (10) working days after such notification unless mutually extended. The meetings will be set at a mutually agreeable time to be attended by the Grievant and up to three (3) representatives of the Union (the steward, president, and GCPCOA representative). The Employer shall be represented by the Human Resources Director or his/her representative, other Human Resource representatives as deemed appropriate by the Human Resources Director, and the Court Administrator or Department Head or their representative, if appropriate.

Not more than two (2) of the above mentioned representatives of either party shall have had any prior involvement in the bargaining of the grievance under appeal. If the matter is resolved by the parties at the Appeal Step, the disposition shall be reduced to writing and signed by all representatives with copies sent to the Employer and the Union. If no disposition of the grievance is reached among the parties at the Appeal Step, the Human Resources Director shall submit the Employer's final answer in written form on the grievance to the Union President within ten (10) calendar days following the date of the last Appeal Step Meeting. However, if the Human Resources Director fails to schedule a meeting or meetings, the Union may submit the matter to arbitration within twenty (20) calendar days from the end of the above ten (10) day scheduling period.

## **STEP 5 – Arbitration**

The Union President may submit a request for arbitration, any grievance unresolved at the Appeal Step within twenty five (25) calendar days after the date of the Human Resources Director's final answer.

- (a) All such requests shall be in writing, 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 settled on the basis of said last disposition.
- (b) Not more than one (1) grievance or dispute may be submitted in one (1) arbitration or proceeding except by mutual agreement of the parties.
- (c) If the parties are utilizing a mutually agreeable list of arbitrators, Human Resources will advise the GCPCOA representative the name of the assigned arbitrator. The GCPCOA representative 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 GCPCOA representative may submit the matter to the Michigan Employment Relations Commission (MERC) asking for selection of an Arbitrator in accordance with its voluntary Labor Arbitration Rules. Within sixty (60) calendar days of requested arbitration to the Human Resources Director, the GCPCOA representative must notify the Michigan Employment Relations Commission (MERC) to request a list of seven (7) arbitrators. Failure to notify MERC 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.

- (d) After designation of the Arbitrator, a hearing shall be held as soon as practical and the Arbitrator shall issue an Opinion and Award, both in accordance with said Rules. The Arbitrator's decision shall be final and binding on the parties and the Employee(s) involved.
- (e) The Arbitrator's fees, travel expenses, and the cost of any room or facilities shall be borne equally by the parties, but the filing fee, the fees and wages of representatives, counsel, witnesses or other persons attending the hearing shall be borne by the party incurring them. The Grievant, if a current employee on the active payroll, a witness who is called off the job to provide testimony, and one (1) Union representative shall not lose pay for time spent in the arbitration hearing.

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

- (f) The Arbitrator shall have no power to add to, subtract from, or modify any of the terms of this Agreement, nor to make any recommendations with respect thereto. Neither shall the Arbitrator have power to establish or modify any classification or wage plan, or to rule on any claim arising under an Insurance Policy or Retirement.

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

### **Section 5 - 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, any employee who may come within the provisions of any legislative enactment entitling a military veteran to a preference in employment or who challenges the Employer's determinations regarding the veteran's employment status must elect either the grievance procedure or his/her statutory remedy as his/her single means of challenging the Employer's determination. This selection must be in writing prior to Step 4 of the grievance procedure. If the employee elects to pursue his/her statutory remedy, and grievance concerning the Employer's employment determination shall be considered withdrawn by the Union, and further, shall not thereafter be a subject of any Arbitration proceeding.

## **ARTICLE VII - DISCIPLINARY PROCEDURES**

### **Section 1 - Guidelines**

Disciplinary action 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. Disciplinary action assessed in instances of minor offenses or infractions will be progressive in nature. The Union Steward and employee will be tendered a copy of any disciplinary action entered into the employee's 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 four (4) years previously. The Employer may impose disciplinary action on employees for errors or mistakes on their employment application, if such errors or mistakes give rise to a material misrepresentation by the employee in securing a position with Genesee County. Should the disciplined employee or the Union consider any disciplinary action improper, the matter shall be processed through the grievance procedure beginning at Step 4 except that in Family Division of Circuit Court and the Court Services Division of Circuit Court, the matter shall be processed through the grievance procedure beginning with the Court Administrator, and then, if not resolved, continuing to Step 4.

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

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

## ***Section 3 - Discipline Vs. Voluntary Quit Provision***

The application of the provisions of Article VIII, Section 5 (c) are not to be construed as limiting the application of discipline with regard to absence without reasonable cause.

## ***Section 4 - Counseling Memorandums***

Counseling memorandums may be utilized by the Employer in cases not justifying written disciplinary action. Counseling memorandums shall be tendered the employee and shall be entered into the employee's personnel file, but shall not be construed as disciplinary action and are not subject to the Grievance Procedure. The Employer will not take into account any counseling memorandum which occurred more than four (4) years previously. Employees receiving counseling memorandums shall have the right to submit a written statement (up to five (5) sheets of 8 1/2 by 11 inch paper) explaining his or her position concerning the counseling memorandum which will become a permanent part of the personnel file and will be included whenever the personnel file is divulged to a third party.

## ***Section 5 - 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 1 above, for violation of such rules. The Employer will provide a written copy of any modification or work rule change to the Union President and to the Steward of any affected department. The Union shall have thirty (30) calendar days to grieve the reasonableness of any such rules after a copy is received by the Steward. Any grievance challenging the reasonableness of a rule shall be initiated at Step 4 of the Grievance Procedure.

## ***Section 6 - Remove From File***

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 of any governmental agency.

## **ARTICLE VIII - SENIORITY**

### ***Section 1 - Probationary Period***

All new full time employees hired in each individual bargaining unit shall be considered as probationary employees for the first six (6) months (1040 straight time hours) of their employment with the understanding that unpaid absences from work shall extend the probationary period accordingly. Upon completion of this probationary period, the employee shall acquire seniority dated back six (6) months (1040 straight time hours) from the day he/she completed the probationary period.

All new part-time employees hired in each individual bargaining unit shall be considered as probationary employees for the first six (6) months (1040 straight time hours) of their employment, with the understanding that absence from work, other than paid holiday and paid, prior approved personal or vacation time, shall extend the probationary period accordingly. Upon completion of this probationary period, the employee shall be credited 1040 seniority hours. Seniority for part-time employees shall be maintained on a seniority hours basis. If a part-time employee moves to a full-time position, the seniority hours will be converted to the equivalent full-time seniority date and the employee will be appropriately placed on the full-time seniority list.

### ***Section 2 - Probationary Employee Representation***

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

### ***Section 3 - Seniority Groups***

Seniority shall be by separate employer on a departmental basis within each individual bargaining unit. When employees acquire seniority, their name shall be placed on the appropriate seniority list for their department in the order of seniority. Employees who commence work on the same date, or due to an adjustment in their seniority date(s) are assigned the same seniority date, shall be placed on the seniority list in random order via a drawing by said employees in the presence of Union and Employer representatives. Any seniority date thus established for an employee is primarily for layoff and recall purposes, and may or may not be identical to the employee's anniversary date or date of continuous service dependent upon attendant circumstances. It is further agreed, however, that employees involuntarily transferred from one department to another within that separate employer will carry their seniority for layoff and recall purposes into the new department. Currently, the following list defines the individual departments for all purposes wherever the word "Department" appears in this Agreement. This is not meant to exclude any future positions within any other department within the county wide system.

Family Division of Circuit Court  
Friend of the Court  
District Court  
Probate Court  
Prosecuting Attorney  
Court Services Division of Circuit Court

#### ***Section 4 - Seniority List***

- (a) Seniority shall not be affected by the race, color, creed, age, sex, marital status or dependents of the employee.
- (b) The seniority lists of the date of this Agreement will show the name and job titles of all employees of the units entitled to seniority.
- (c) The Human Resources Department will keep the seniority list up-to-date at all times and will provide the Union with an up-to-date copy in June and December. Up-to-date copies will also be available to the Union and relevant Department Heads upon request.

#### ***Section 5 - Loss Of Seniority***

Employees' 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 three (3) consecutive working days (voluntary quit) without properly notifying the Employer. In proper cases, exceptions shall be made upon the employee producing convincing proof of his inability to give such notice. After such unreported absence the Employer will send written notification to the employee by certified mail at their last known address that because of the unreported absence, the employee is considered to have resigned (voluntary quit) and is no longer in the employ of Genesee County.
- (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 their 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 will be treated the same as (c) above.

- (f) The employee has been on layoff status for a period of five (5) years or the length of his /her seniority, whichever is less.

### ***Section 6 - President / Steward Seniority***

Regardless of their position on the seniority list, the President then the Stewards shall, in the event of a layoff, be continued at work as long as there is a job in their bargaining unit classification which they can perform and shall be recalled to work in the event of a layoff on the first open job in their classification which they can perform.

### ***Section 7 - Temporary Employees***

Temporary employees are defined as those employees hired into a position of a duration of less than ninety (90) calendar days. Under no circumstances will a temporary employee be permitted to work in that status for ninety (90) calendar days or more without attaining full time probationary status of three (3) months duration. The provisions of this Agreement do not apply to temporary employees.

### ***Section 8 - Promotions***

Employees who have been promoted to another position within the Employer outside of the individual bargaining units shall, in the event of layoff, retain "bumping rights" to the classification and Department from whence they came, seniority permitting. For this purpose only the following formulas will be used to determine seniority:

- (a) If a layoff in the new classification occurs prior to the completion of their ninety (90) calendar day trial period, the employee's bargaining unit seniority date will be utilized in exercising the employee's bumping rights back to his/her former classification and Department.
- (b) If a layoff in this new classification occurs after completion of their ninety (90) calendar day trial period, the employee's bargaining unit seniority date will be adjusted downward one (1) day for each day he/she has accrued seniority in the new classification.



## **ARTICLE IX - LAYOFF AND RECALL**

### ***Section 1 - Layoff Procedure***

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

Employees shall be laid off from within the affected department (reference Article VIII, Section 3, departmental listing) in the following order provided the employees being retained are capable of performing the available work.

1. Temporary employees
2. Probationary employees
3. Part-time seniority employees
4. Full-time seniority employees

### ***Section 2 - Notification Of Layoff***

Employees being laid off from the work force 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 employees returning to work without adequate notice from leaves of absence, or where there is a temporary lack of work due to facilities being inoperable (for example: fire, floods, tornadoes or other natural disasters) the above mentioned ten (10) days notification requirement will be waived and only one (1) day notice will be required. The Steward shall receive a list from the Employer of the employees being laid off on the same date the notices are issued to the employees.

### ***Section 3 - Recall***

- (a) When the work force is to be increased after a layoff, employees will be recalled according to seniority in reverse order of layoff, provided the employees with the greatest seniority are able to perform the available work. It is further agreed that job vacancies in any department within the County bargaining unit will be filled with employees on layoff status from any other department within the County bargaining unit, provided that they are capable of performing the available work. It is further agreed that job vacancies in any department within the Friend of the Court bargaining units will be filled with employees on layoff status from any other department within the Friend of the Court bargaining units, provided that they are capable of performing the available work. Refusal to accept any such job vacancy shall constitute adequate grounds for denial of layoff benefits.

- (b) Notice of recall may be by personal contact, telephone call or written communication; but in any event will be confirmed by certified mail delivered to employee only at the employee's last known address.
- (c) Employees will be granted up to ten (10) working days from the date of recall notification to return to work upon making written request specifying the date of return to Human Resources. Such request shall be made within three (3) working days of receipt of said notification of recall. However, employees granted such an extension will forfeit claim to any unemployment compensation during that extension period.

#### ***Section 4 - Use Of Employees During Reduced / Layoff Status***

Non-bargaining unit personnel will not be utilized in any bargaining unit classification when an employee is laid off there from, except in the case of emergency.

### **ARTICLE X - LEAVES OF ABSENCE**

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

A leave of absence, as provided for in this Article, is a written authorized absence from work granted by the Employer. 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 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 section 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 5(e). 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 exact revised date on which the employee is to return to work, is made at least ten (10) calendar days prior to the expiration date of the original leave of absence, except in emergency situations or when ten (10) calendar days is not practical and such extension is approved by the Employer. 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.

## **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, 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 the individual does not serve for more than four (4) years plus a one (1) year additional voluntary extension of active duty if this additional service is at the request and for the convenience of the Government (and plus any involuntary service) and further providing that the individual be honorably discharged and be mentally and physically qualified to perform the former position or if he/she is disabled during military service and cannot perform the duties of the former position, the employee may be entitled to the nearest comparable job they are qualified to perform. Application for reimbursement must be made 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.

In instances where the discharge is not an honorable discharge, but is under honorable conditions, the Employer reserves the right to examine the reasons for such discharge. Thereafter, the Employer will issue a determination as to whether the former employee is acceptable for reinstatement as provided in (b) above. It is understood by the parties that it remains the former employee's responsibility to provide the necessary documentation concerning such discharge under honorable conditions. If the Union disagrees with the Employer's decision, said matter may be appealed through the grievance procedure.

- (c) Employees who are members of a Reserve Component in the military service and are called to active duty for the purpose of training, shall be entitled to a leave of absence in addition to their annual vacation leave from 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 payments, employees must present verification of moneys received during this training. Any additional time that an employee may be required to attend military meetings will not be compensated by the Employer, nor will the employee receive any benefits other than insurance coverage for additional time required to be taken under this Section.

- (d) An employee shall not lose seniority while on Military Leave 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 military service, and the period between his/her release from the service and his/her return to work. However, employees may apply to utilize their accumulated vacation or personal time for additional time required to be taken under this section.
- (e) Employees, who are called for 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 they are required to report for jury duty. The employee shall give the Employer prior notification of their jury duty if at all possible. Employees shall be paid the difference between any jury duty compensation they receive and their regular wages for time necessarily spent in jury duty. Employees shall be paid on the next regularly scheduled pay day for each full day or half day of jury duty service whichever is applicable, after endorsing the jury duty check for each day to the Employer with the exception of those funds allocated for mileage. However, employees who complete such duty prior to the end of the work day shall return to their regular work station for the remainder of the work day unless excused by the Department Head or designee.
- (b) Probationary employees shall have their probationary period extended by the length of time they are on jury duty leave. Those eligible to receive insurance benefits shall continue to receive those benefits while on jury duty leave. Seniority (reference Article VIII, Section 3) and continuous service for the purpose of benefit accrual and benefit accumulation shall continue for an employee who is on an authorized, paid jury duty leave of absence. Employees shall not be permitted to accept employment else where while on jury duty leave. Acceptance of employment or working for another employer while on such leave shall result in immediate discharge of County employment.

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

- (a) Any employee, other than temporary, required by the Board of Commissioners or any public agency having the power of subpoena to appear before a Court or such agency 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 Employer prior notification of their court appearance if at all possible. Employees shall be paid on the next regularly scheduled payday for each full day of court leave, after endorsing the fees check to the Employer, with the exception of those funds allocated for mileage.
- (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 3) and continuous service for the purpose of benefit accrual rates and benefit accumulation shall continue for an employee who is on an authorized, paid Court leave of absence. Employees shall not be permitted to accept employment elsewhere while on court leave. Acceptance of employment or working for another employer while on such leave shall result in immediate discharge of County employment.

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

- (a) Leaves of absence without pay shall be granted to any employee with six (6) months (1040 hours) or more service, who is elected or selected by the Union to attend educational classes or conventions on Union matters.
- (b) The number of employees on Union Educational Leave will not exceed more than one (1) from each bargaining unit, unless approved by the department head or designee. The number of working days for any one employee shall not exceed ten (10) in any one (1) calendar year.
- (c) Seniority (reference Article VIII, Section 3) and continuous service for the purpose of benefit accrual rates shall continue for an employee on an authorized Union Educational Leave of Absence.

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

- (a) Leaves of absence without pay shall be granted to any employee elected to any Union office or selected by the Union to do work which takes him/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 shall be eligible for leave at any one (1) time.

- (c) Such leave shall not exceed three (3) years or the term of office, whichever is shorter.

### **Section 7 - Bereavement Leave**

- (a) When death occurs in the immediate family, as defined below, of an employee with 520 hours of service, said employee upon request will be excused for any of the first four (4) scheduled working days immediately following the date of death provided they attend the funeral or memorial service, also providing that any minor holidays which occur during the four (4) day period of bereavement leave shall be counted as one (1) or more of the days of the four (4) day bereavement leave, with the understanding that in no event will the bereavement leave provided be extended as the result of a minor holiday. In addition, in cases where more than four (4) working days occur between the date of death and the funeral or memorial service, the bereavement leave can be adjusted to encompass any four (4) consecutive, scheduled work days in conjunction with the funeral or memorial service provided that the employee attends the funeral or memorial service.

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

- (b) When death occurs in the immediate family, as defined below, of an employee with 520 hours of service, said 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 provided be extended as the result of a minor holiday. In addition, in cases where more than three (3) working days occur between the date of death and the funeral or memorial service, the bereavement leave can be adjusted to encompass any three (3) consecutive, scheduled work days in conjunction with the funeral or memorial service provided that the employee attends the funeral or memorial service.

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

- (c) 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 off for travel or otherwise, by use of earned vacation, ~~or~~ personal leave or business days upon approval of their Supervisor or Department Head.
- (e) Seniority (reference Article VIII, Section 3) and continuous service for the purpose of benefit accrual rates and benefit accumulation shall continue for an employee who is on an authorized, paid bereavement leave of absence.

### ***Section 8 - Educational Leave***

- (a) Leaves of absence without pay may be granted to employees wishing to further their education in a job related field. Such employees shall be eligible to apply for educational leave after having completed one (1) year of service (2080 hours).
- (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) Seniority (reference Article VIII, Section 3) 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 an authorized Educational Leave of Absence lasting longer than thirty (30) days (173 hours), an employee's seniority date, benefit accrual rates, and benefit dates for all benefits will be adjusted forward to take into account the length of the employee's absence, provided however, that the employee shall be given credit for the first thirty (30) calendar days (173 hours) of his/her absence.

### ***Section 9 - Personal Leave***

- (a) A Personal Leave of Absence without pay may be granted employees with 520 hours of service by the Department Head.
- (b) Employees may be required to exhaust accumulated personal time prior to going without pay. Employees may retain up to twenty-eight (28) hours of personal time upon written request to Human Resources prior to the start of the personal leave.
- (c) Personal leave shall not exceed one (1) calendar year, or the length of the employee's seniority, whichever is less.

- (d) Seniority (reference Article VIII, Section 3) 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 Personal Leave of Absence lasting longer than thirty (30) days (173 hours), an employee's seniority date, benefit accrual rates, and benefit dates for all benefits will be adjusted forward to take into account the length of the employee's absence, provided however, that the employee shall be given credit for the first thirty (30) calendar days (173 hours) of his absence.
- (e) The Department Head in considering requests for personal leave will take into consideration the nature of the reason for the request. Priority among those applying shall be given to those employees requesting personal leave for family illness or emergency type situations.

### **Section 10 - Family And Medical Leave Act**

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



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

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

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

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

## **ARTICLE XI - LONGEVITY COMPENSATION**

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

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

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

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

Continuous service is defined as 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 prior to the effective date of ratification of the contract by the Genesee County Board of Commissioners (December 13, 2005), longevity compensation will be paid to employees who have served the equivalent of seven (7), ten (10), thirteen (13), sixteen (16) and nineteen (19) years of service. Longevity increments shall be calculated as follows:

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

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

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

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

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

For employees hired on or after the effective date of ratification of the contract by the Genesee County Board of Commissioners (December 13, 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 XII - HOURS OF WORK AND PREMIUM HOURS**

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

The normal work period for bargaining unit members consists of eighty (80) hours per bi-weekly pay period. The normal workweek is Monday through Friday, 8:00 a.m. to 5:00 p.m. The Union acknowledges that some employees may be required to work other than the normal work hours when necessary to provide proper services to the community.

Bargaining unit members are allowed two (2) paid fifteen (15) minute breaks per day and an unpaid lunch period not to exceed one (1) hour. One (1) break is to be taken in the first half of the workday and the other in the second half of the workday. 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 2 - Premium Hours***

It is understood by the parties that employees in the bargaining unit, in order to satisfactorily perform their job function, may be required periodically to work other than the regularly scheduled hours. Overtime, other than an emergency nature, must be authorized by the Department Head or his/her designated representative. When, in the judgment of the Employer, overtime is required, the Department Head or his/her designee, will endeavor to distribute such overtime in an equitable fashion.

Time and one-half (1-1/2) will be paid for all time worked in excess of eight (8) hours in any workday except as modified by any existing flex time agreements or in excess of forty (40) hours in any workweek in accordance with the following provisions:

- (1) Authorized paid leaves will be considered as time worked.
- (2) Employees must receive prior authorization to work overtime hours from the Department Head or his or her designee in order to be accorded the above premium pay.
- (3) Time spent beyond the regular hours of the standard eight (8) hour work day on overnight trips rendered by the Employer will not qualify for overtime pay. Employees will be accorded pay for the regular work day only while on such trips.
- (4) The above sections are not intended to abridge the Employer's right to assignment of duties (Article II, Section 2).

In lieu of the overtime provisions, an employee and supervisor may mutually agree to modify the employee's schedule to work other than the regular hours, provided the employee works eighty (80) hours in the pay period.

## ***Section 3 - 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 the rate of one and one-half (1 1/2) hours for each hour worked. 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.

## **ARTICLE XIII - 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
Presidents Day	Friday after Thanksgiving Day
Good Friday	Day before Christmas
Memorial Day	Christmas Day - December
Independence Day	Day before New Year's Day
Labor Day	

### ***Section 2 - Holiday Eligibility***

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

- (a) In order to qualify for holiday pay, the employee must have completed five hundred twenty (520) straight time hours with Genesee County;
- (b) The employee must work his 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) An employee who is scheduled to work on a holiday but fails to report for work, unless otherwise excused, shall not be entitled to holiday pay.

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

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

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

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

Employees required to work on any of the remaining holidays will be paid their regular hourly rate of pay for the first eight (8) hours worked, and overtime premium in accordance with Article XII Section 2, for hours worked in excess of eight (8), in addition to holiday pay.

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

For the purpose of computing overtime, all holiday hours (worked or unworked) for which an employee is compensated shall be regarded as hours worked.

However, it is understood that the application of this provision will not result in the pyramiding of overtime premium due to paid holidays.

### ***Section 6 - Holiday During Vacation Impact***

When a holiday, observed by the Employer, falls during an employee's scheduled vacation, the holiday will be allowed and the vacation day will not be counted.

### **Section 7 - Holiday Celebration**

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

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

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

## **ARTICLE XIV - VACATIONS**

### ***Section 1 - Eligibility / Requests***

Vacation leave can be used only after the employee has served at least 1040 straight time hours. The employee will then be credited with forty (40) hours vacation leave and thereafter will be allowed one (1) eight (8) hour day for each 208 hours worked. Use of vacation time can only be scheduled with the Department Head's approval who will consider both the wishes of the employee as well as efficient operation of the department concerned.

### ***Section 2 - Vacation Accumulation***

Vacation leave may be cumulative, but employees may not carry over into their next seniority year more than one and one-half (1-1/2) of their earned vacation leave.

### **Section 3 - Benefit Upon Termination**

Upon termination of employment, an employee shall be compensated in wages for all unused vacation leave, up to a maximum of one and one-half (1-1/2) times the annual accrued allotment.

### **Section 4 - Vacation Accrual**

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 eight (8) hours for each 208 hour period. (Eighty (80) hours or ten (10) working days vacation per year).

Upon completion of five (5) years full time service, employees shall accrue paid vacation at the rate of twelve (12) hours for each 208 working hour period. (120 hours or fifteen (15) working days vacation per year).

Upon completion of ten (10) years full time service, employees shall accrue paid vacation at the rate of sixteen (16) hours for each 208 working hour period. (160 hours or twenty (20) 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).

New employees will not be eligible for vacation credit until after completion of six (6) months (1040 hours) employment at which time they will be credited with eight (8) hours of vacation for each 208 hours worked.

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

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

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

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



### ***Section 6 - Preference To Seniority***

In order to exercise seniority preference employees shall submit requests for vacation time off before April 1 of each year. Such requests shall be approved or disapproved by the Employer no later than May 1 of that year and honored on the basis of seniority, 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 off.

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

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

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

If a regular pay day or pay days fall during an employee's vacation, the employee will receive his/her check or checks in advance, provided the request for payment has been made in writing three (3) weeks prior to the pay day preceding the scheduled vacation.

### ***Section 9 - Rescheduling / Waiving Vacation***

A vacation may not be waived by an employee and extra pay received for work during that period. If an employee is required by the Employer to reschedule the vacation, then the provisions of Section 2 will not be invoked.

### ***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 XV - 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 February 1, 2006, 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 \$530.00 per week, for up to twenty-six (26) weeks. Employees may be required to exhaust accumulated personal time prior to going without pay if the disability leave is also a qualified FMLA leave. However, upon request, the employee may reserve twenty-eight (28) personal time hours, or their then current amount of accumulated personal time, whichever is less. Accumulated personal and/or vacation time may be used at the request of the employee. 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 \$2100.00 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 (1) 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 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 During Disability Leave***

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

### ***Section 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 XVI - HEALTH INSURANCE**

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

Effective February 1, 2006, 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 June 1, 2000, including spouse and dependents under age 19. The Employer will also pay the monthly premiums for no more than two dependents ages 19-25. Such dependents must meet the eligibility criteria of the carrier. Monthly premiums for more than two, dependents age 19-25, must be paid by the employee.

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

**Section 2 - Employees Hired On Or After June 1, 2000 but Before February 1, 2006**

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 June 1, 2000, but before February 1, 2006, 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 February 1, 2006**

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 February 1, 2006, 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 February 1, 2006, 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.

Prescription reimbursement will end upon ratification of the contract by the Genesee County Board of Commissioners.

## **Section 6- Dual Coverage**

Employees hired on or after December 12, 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 December 12, 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 December 12, 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 December 2005 payment will be \$1000.00, which will be delayed and paid in January 2006, provided a tentative contract agreement is reached by November 29, 2005. If a tentative contract agreement is not reached by November 29, 2005, the December 2005 payment will be \$750.00 and paid in December 2005.

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 XVII - DENTAL BENEFITS**

### **Section 1 - Benefits**

Dental benefits shall be provided on the first day of the month immediately following the completion of 2080 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 \$1,200 combined maximum benefit per eligible person per benefit year. Class IV has a \$1,400 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 XVIII - OPTICAL BENEFITS

### Section 1 - Benefits

Optical benefits shall be provided on the first day of the month immediately following the completion of 2080 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 optical benefits include: one exam every twenty-four (24) months with a \$5.00 employee co-pay; lenses and frames every twenty-four (24) months with a \$7.50 employee co-pay for each; non-therapeutic contact lenses every twenty-four (24) months not to exceed \$35.00.

Effective February 1, 2006, 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
Single vision lenses	\$22.50	Current Contact lens fitting	\$60
Bifocal lenses	\$37.50	Frame allowance	\$125
Trifocal or progressive lenses	\$42.50	Contact lenses	*Up to maximum
		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 XIX - LIFE INSURANCE COVERAGE**

### ***Section 1 - Active Employees***

Bargaining unit members are eligible for a \$40,000 term life insurance policy and an accidental death and dismemberment policy with an accidental death benefit of \$80,000 on the first day of the month immediately following the completion of 520 hours of straight time employment.

### ***Section 2 - Retirees***

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

### **Section 3 - Carriers**

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

The Employer reserves the right to select or change insurance carriers or become self-insured providing the level of benefits remain substantially the same.

## **ARTICLE XX - PAID PERSONAL TIME**

Employees initially are accorded fifty-six (56) 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 personal matters. 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 days are received from employees, which cannot be granted due to efficiency of operations and/or staffing requirements, the department will honor said requests on a first-come, first-served basis; unless said requests are received on the same date, in which case seniority shall prevail. If not utilized, personal time will accumulate indefinitely and have no monetary value upon separation from employment with Genesee County for whatever reason.

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

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

## **ARTICLE XXI - 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.

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

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

Additionally, the employee must meet all other qualifications and conditions under the provisions of Section 12a 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 subsection (9)(a) and (b) shall not apply regarding receipt of credit for other governmental services; 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 through option A or B at the time of retirement and the beneficiary is subsequently removed as a result of death, the retirement selection shall automatically revert to Straight Life Allowance.

### **Cost of living**

Adjustments of three percent (3%) 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.

## **Medical Benefits**

Upon commencement of retirement benefit payments, the Employer shall provide retirees, their 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.

Retirees shall be allowed to switch medical coverage during the regular annual open enrollment period, provided coverage is available to retirees. Dual coverage shall not be allowed for retirees.

## **Life Insurance**

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

## **Miscellaneous Provisions**

- a) A retiree, who selects the Straight Life Allowance retirement option or a Section 25(c) option, will be entitled to medical, dental and optical benefits through the retiree's lifetime only (100% of the coverage paid by the Employer). Coverage will cease upon the death of the retiree.
- b) A retiree, who selects the Option A retirement option, will be entitled to medical, dental and optical benefits through the retiree's and one (1) beneficiary's lifetime (100% of the coverage paid by the Employer).
- c) A retiree, who selects the Option B retirement option, will be entitled to medical, dental and optical benefits through the retiree's lifetime (100% of the coverage paid by the Employer) and, should the retiree predecease the beneficiary, one (1) beneficiary will receive medical, dental and optical coverage (50% 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 (100% of the coverage paid by the Employer). If the retiree deceases during the guaranteed period of Option C, one (1) beneficiary will receive medical, dental and optical coverage (100% of the coverage paid by the Employer) for the remainder of the guarantee period after which time all coverage will cease.
- e) The beneficiary of an employee who deceases for non-duty reasons will be entitled to medical, dental and optical coverage (100% of the coverage paid by the Employer) if the employee has 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 (100% of the coverage paid by the Employer) 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. The retiree's spouse and eligible 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 dependents remain 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 seven percent (7%) of gross earnings depending upon which plan the employee selected. Employees are one hundred percent (100%) vested in their account.

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

## **Medical benefits**

The Employer shall provide retirees, their 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 coverage under this provision, shall continue to receive such coverage upon death of the retiree as long as the dependent 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 shall be allowed to switch medical coverage during the regular annual open enrollment period, provided coverage is available to retirees. Dual coverage shall not be allowed for retirees.

## **Life insurance**

Employees who retire on or after January 1, 2001 with at least eight (8) years of credited service shall receive \$12,000 straight life insurance policy 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 - County 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 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 seven percent (7%) of gross earnings depending upon which plan the employee chooses.

An employee entering into the bargaining unit will maintain the contribution rate established when the employee first became a member of the County 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%

## Medical benefits

- i) The Employer shall provide retirees, their 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 the effective date of ratification of the contract by the Genesee County Board of Commissioners (December 13, 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 coverage under this provision, shall continue to receive such benefits upon death of the retiree as long as the dependent 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 the effective date of ratification of the contract by the Genesee County Board of Commissioners (December 13, 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 coverage under this provision, shall continue to receive such coverage upon death of the retiree as long as the dependent is otherwise eligible, pursuant to the terms and conditions of the carrier.

Retirees shall be allowed to switch medical coverage during the regular annual open enrollment period, provided coverage is available to retirees. Dual coverage shall not be allowed for retirees.

### **Life insurance**

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

### **Miscellaneous Provisions**

- a) An employee who is found eligible to retire with a duty disability retirement, will be entitled to medical, dental and optical coverage as outlined in paragraph (i) above.
- b) In the event an employee dies as a result of an injury or disease arising out of employment with the County and is eligible for duty death benefits, the beneficiary of the employee will be entitled to medical, dental and optical benefits (100% of the coverage paid by the Employer) as long as the beneficiary remains eligible under the provisions of the Genesee County Retirement Ordinance.
- c) An employee who has at least fifteen (15) years of credited service who dies, not in the line of duty, shall be considered to have retired on the day before the death. 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.

## **ARTICLE XXII - UNION BULLETIN BOARDS**

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

The Employer will provide a bulletin board in the following designated work areas: Friend of the Court, Court Services Division of Circuit Court, Probate Court, District Court, Galliver Building, and Court House which may be used by the Union for posting notices of the following types:

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

Additional boards may be requested by the President, in writing, to the Human Resource Director. Consideration will be given where the Union demonstrates a need.

All such notices are to be authorized by the President.

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

The Union shall have the exclusive right to the use of ~~this~~ 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 will be advised by the Employer and a special conference will be called. Except as permitted above, there shall be no distribution or posting by employees represented by this Union or its representatives of advertising or political matter upon the Employer's premises.

## **ARTICLE XXIII - WORKERS COMPENSATION**

### ***Section 1 - Reporting And Payments***

Employees shall report all injuries and illnesses arising directly from County employment to their supervisor immediately after the accidents occurrence using forms required by the Genesee County Risk Management Office. Commencing on the eighth (8th) work day, 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 (including longevity), plus continuation of hospital/medical insurance, optical insurance, dental insurance and life insurance benefits. Such supplemental payments will be paid in periodic installments at intervals of not more than thirty (30) calendar days beginning with the initial payment received by the employee under Worker's Disability compensation provisions and ending no later than twenty-four (24) months thereafter. The employee shall be entitled to a maximum of twenty-four (24) months of supplemental payments for the same disability regardless of any intervening periods of employment. In addition, the rate of pay used to determine the supplemental rate of pay shall be the rate used by the State in determining the Worker's Compensation payment. In the event the employee's claim, disputed or undisputed, is resolved by informal compromise settlement, grievance or arbitration settlement, redemption or any other term used to describe such payment, said payment shall be considered to include any accrued and future supplemental benefits. In addition, employees will not be entitled to receive both the County supplemental payment and a supplemental payment from the County's auto insurance carrier, if applicable. Accordingly, employees will be given the option of claiming one (1) of the above

two (2) supplemental payments, but under no condition will they be eligible to receive both.

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

Seniority shall continue to accumulate while an employee is receiving Worker's Disability Compensation benefits. Time so spent will be counted as continuous service for benefit accrual rate purposes only. However, employees will not be required to forfeit previously accumulated business days as a result of being on such leave.

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

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

### ***Section 4 - Outside Employment***

Employees shall not be permitted to accept employment elsewhere while on Worker's 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 XXIV - OUTSIDE EMPLOYMENT**

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

## **ARTICLE XXV - EDUCATIONAL REIMBURSEMENT**

### ***Section 1 - Coursework / Amount Reimbursed***

Full time seniority employees will be reimbursed for tuition 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 taken through an accredited college or institution, and 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 promotional opportunities within the established County-wide promotional system.
- (d) Seminars and workshops are excluded.
- (e) Employees must satisfactorily meet academic achievement requirements ("C" or equivalent for all undergraduate coursework, and "B" or equivalent for all graduate coursework).
- (f) Reimbursement per employee is limited to \$2,000 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 payment for books, supplies, transportation, parking, meals, recreational activities and graduation are excluded. Total reimbursement for all bargaining unit members 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. Any unused funds at the end of the calendar year will be disbursed to eligible bargaining unit employees on a pro-rata basis, not to exceed their actual expenditure.

## ***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 submitted 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 XXVI - SALARY RATES**

### **Section 1 - Wage Rates & Classifications**

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

An employee's straight time regular rate of pay shall be determined by the employee's placement on the applicable salary schedule for that classification as listed in Appendix A.

### **Section 2 - Pay Step Advancement Date**

On the employee's "anniversary date" (normally the employee's seniority date unless they have been promoted, on leave, suspended, or layoff) each year, they will be advanced to the next step of the grade provided their performance has been rated satisfactory. If the performance is rated conditional, so as not to provide a merit increase, the employee will be rated in three (3) months to determine if the performance is satisfactory.

## **ARTICLE XXVII - GENERAL PROVISIONS**

### **Section 1 - Business Days**

- (a) Eligible employees will be granted up to four (4) business days per calendar year as specified below. Said business days must be approved by the Department Head in advance of the actual date taken. These days may not be used as vacation days or for any absence caused by illness or accident. Business days may not be carried over from year to year and have no monetary value upon retirement or termination of employment.

- (b) Employees who have completed their probationary period by January 1, or during the period from January 1 through June 30 will be accorded four (4) business days to utilize during that calendar year. Those employees completing their probationary period during the time from July 1 through September 30 will be accorded three (3) business days and those employees completing their probationary period during the time from October 1 through December 31 will be accorded two (2) business day (under the terms as provided above).
- (c) Employees who are on an approved disability leave of absence for a period of time of thirty one (31) days or more, shall be allowed to carry over into the next calendar year only, those business days which are not used during the previous year, providing that the disability leave occurs during or partially encompasses the months of October, November or December of that year. Employees who are on any approved leave of absence during that current year shall have their business days complement for the following year reduced in accordance with the following schedule:

<u>Length of Leave of Absence</u>	<u>Business Days Granted</u>
Ninety (90) days or more up to one hundred and seventy-nine (179) days	Two (2) days
One hundred and eighty (180) days or more up through two hundred and sixty-nine (269) days	One (1) day
Two hundred and seventy (270) days or more	Zero (0) days

**Section 2 - Continuation of Benefits**

- (a) The Employer agrees to provide a maximum of twelve (12) months hospital/medical coverage for employees on authorized disability leave of absence who have at least five (5) full years of continuous service, beginning with the first day such employee goes on authorized disability leave status. Employees who have at least one (1) full year of service but not more than five (5) full years of service shall be provided a maximum of six (6) months of hospital/medical coverage in accordance with the above provisions.
- (b) The Employer agrees to provide one (1) month's hospital/medical coverage for each full year of continuous service, up to a maximum of six (6) months coverage, for employees on layoff status, beginning with the first day of layoff. Said continuation of hospital/medical coverage is contingent upon the laid off employee maintaining eligibility for unemployment benefits.

- (c) Employees will also be permitted the option of continuing present hospital/medical coverage at their own expense while on authorized Union Business Leave, Educational Leave and Personal Leave for a maximum of twelve (12) months, beginning with the first day such employees go 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 payment of insurance premiums referred to in this Section must be submitted to the Human Resources Department in the form of a check or money order by the 15th of each month, or coverage will cease.
- (d) The above provisions (paragraphs (a), (b), and (c) above) concerning continuation of hospital/medical coverage shall be applicable to Term Life Insurance coverage and Dental Insurance.

### ***Section 3 - General Liability***

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

### ***Section 4 - 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.

### ***Section 5 - Payroll Shortages and Overpayments***

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



Minor overpayments (eight (8) equivalent hours or less) shall be adjusted in the employee's next check. Employees will be notified in writing when an overpayment of a significant amount (more than eight (8) equivalent hours) 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, after the overpayment has occurred, the amount owed to the Employer shall be repaid by taking a deduction out of the employee's payroll check(s) up to the statutorily allowed maximum deduction of 15% of gross wages earned in the pay period in which the deduction is made, for successive pay periods until the total amount owed is repaid.

### ***Section 6 - State Funded Officers - Benefits***

The 1981-82 labor agreement provides that State funded County Juvenile Officers and Assistant County Juvenile Officers are accorded the same salaries and fringe benefits as other bargaining unit employees. It was agreed among the parties that it was not the intent or purpose of this labor contract to provide these employees with benefits in excess of those provided other bargaining unit employees. Accordingly, if through State statute or State bureaucratic action duplicate or additional benefits or wages are implemented for these employees Genesee County will reduce and/or eliminate said duplicate benefits contained in the Labor Agreement.

### ***Section 7 - Supervisor Caseload***

It is understood by the parties that the supervisors of employees within the various bargaining units may carry a caseload. However, a supervisor's caseload in either 67th District Court or Court Services Division of Circuit Court shall not exceed 50% (fifty percent) of a normal case load for a Social Service Worker.

### ***Section 8 - Use of Personal Computers***

Employees may be required by the Employer to utilize personal computers and/or word processing equipment. Utilization of this equipment by any employee does not constitute (1) erosion of bargaining unit work (2) working out of classification (3) modification of established job description requirements.

### **Section 9 - Vacant Positions**

For posting and recruitment purposes, vacancies in the Social Service Worker classification shall be advertised as follows:

- District Court will be known as PROBATION OFFICER.
- Prosecutor's Office will be known as VICTIM ADVOCATE II.
- Family Division of Circuit Court will be known as FAMILY DIVISION CASEWORKER/PROBATION OFFICER.
- Probate Court will be known as PROBATE COURT CASEWORKER.
- Friend of the Court, shall be known as CASEWORKER.
- Court Services Division of Circuit Court shall be known as COURT CASEWORKER.

### **Section 10 - Safety/Self Defense**

Self-defense training shall be required for bargaining unit members on an annual basis. This annual self defense training shall include but not be limited to, defensive tactics, certification in pressure point control tactics, use of authorized aerosol defense spray, verbal de-escalation, searches and transportation of offenders.

After receipt of proper training, employees will be provided with authorized aerosol defense spray canisters. The Employer will replace canisters prior to the expiration date of the canister. Training for new hires and retraining of seniority employees will be conducted in a timely manner.

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

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

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

1. Shift premium
2. Step-up Increments
3. Longevity
4. Retirement
5. \*Seniority (except for layoff purposes)
6. Pay in lieu of vacation, holiday, and personal time one and one-half (1-1/2) hours of regular straight time pay for each calendar month worked, payable in the second payroll check issued during the following month.
7. Bereavement Leave - Fifty (50) percent of the hours accorded full-time employees with pay, in accordance with the provisions of Article X, Section 7, (after completion of 520 hours of straight-time employment).
8. Leaves of Absence - Article X, Section 3 and 4, for scheduled hours absent from work only.

\*Part-time employees will be placed on a separate seniority list.

## **Section 2 - Insurance Benefits**

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

1. Disability Insurance Coverage - Short-term disability benefit of sixty (60%) of the part-time employee's wage at a rate of twenty (20) hours times their hourly pay rate up to the maximum of one-half (1/2) the weekly benefit in effect for full time employees. Long-term disability benefit of sixty (60%) of the part-time employees wage at a rate of eighty (80) hours times their hourly pay rate up to the maximum of one-half (1/2) the monthly benefit in effect for full-time employees.
2. Life Insurance Coverage - 100% of full time employee coverage
3. Health Insurance, Dental, Optical – Part-time employees will receive 100% of full time employee health insurance coverage contingent on part-time employee paying 50% of monthly premiums through payroll deduction effective upon the first day of the month immediately following the completion of 520 hours of straight-time employment. Part-time employees will also receive 100% of full-time employee dental and optical coverage contingent on said employees paying 50% of monthly premiums through payroll deduction effective upon the first day of the month immediately following the completion of 1040 hours of straight-time employment. Said employees shall also have the option of electing dental and/or optical coverage on the first day of the month immediately following the completion of 520 hours of straight-time employment, provided said part-time employees pay 100% of premiums through payroll deduction, until he/she is eligible for Employer paid coverage.
4. Health Insurance Reimbursement - Part-time bargaining unit members who are eligible for hospital/medical 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 must initially provide proof at "Opt-Out" that the employee is covered by a medical insurance plan and must sign a waiver which holds the County harmless for any liability which may be caused by voluntarily electing not to receive hospital/medical 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 \$500.00 (in December or June as appropriate), provided that during the six (6) month period the employee would otherwise have been eligible for County paid coverage, had the employee been receiving County paid coverage and the

“Opt-Out” payment is not more than the hospital/medical premiums would have been during the same period.

The December 2005 payment will be \$500.00, which will be delayed and paid in January 2006, provided a tentative contract agreement is reached by November 29, 2005. If a tentative contract agreement is not reached by November 29, 2005, the December 2005 payment will be \$375.00 and paid in December 2005.

This lump sum amount shall be considered as taxable wages.

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

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

New hires may “Opt-Out” effective when the employee would otherwise be eligible for hospital/medical 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.

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

## **ARTICLE XXIX - SAVINGS CLAUSE**

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

If any Article or Section or portion thereof of the Agreement or any Addendum thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section or portion thereof should be reinstated by such tribunal the remainder of the Agreement and Addendum 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, the Union agrees that it will not cause, permit or authorize its members to strike, sit-down, slowdown or engage in any work stoppage or work limitation. Furthermore it is understood that no Union officer or representative shall authorize, encourage or assist in any such strike or work stoppage. The Union further agrees that it will actively oppose and discourage any such action on the part of the individual employees.

**ARTICLE XXX - 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 anniversary 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 anniversary 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 anniversary date set forth in the preceding paragraph. This Agreement may be extended by mutual agreement on a day-to-day basis after termination.

FOR THE UNION/Date:

FOR THE EMPLOYER/Date:

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## APPENDIX

### ***Section 1 - Benefit Accrual Rate***

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

### ***Section 2 - Benefit Accumulation***

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

### ***Section 3 - Employee Benefit and Seniority Date***

- (a) Continuous Service Date -- Hire date adjusted for leaves of absence and/or layoffs in excess of thirty (30) calendar days and any unpaid 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 unpaid suspensions; utilized for determining the date of an employee's next scheduled merit increase.
- (c) Hire-in Date -- Date of most recent employment with Genesee County.
- (d) Vacation Benefit Date -- Hire date adjusted for leaves of absence and/or layoffs over thirty (30) calendar days and any unpaid 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 unpaid suspensions; utilized for personal time accumulation. However, if an employee was active on the payroll prior to January 1, 1969, their personal time benefit date is January 1st.
- (f) Seniority Date -- Hire date in a departmental and/or classification per Union contract provisions adjusted for leaves of absence and/or layoffs over thirty (30) calendar days (173 hours) and any unpaid 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.

## LETTER OF AGREEMENT

### Flex Time

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

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

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

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



GCPCOA  
Flex Time

- (e) When the operational needs of the department, division, or section allow for only a limited number of employees within a classification who perform the same function to utilize flex time within a given pay period, seniority shall determine which employee(s) shall be afforded the opportunity to utilize flex time. Lower seniority employees who perform the same function will be afforded the opportunity to utilize flex time in following pay periods on a rotating basis.
- (f) Upon request of an employee, the employee's normal schedule may be amended by the Employer to allow for flex time for periods less than three (3) days.

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FOR THE EMPLOYER/Date:

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**Letter of Agreement  
Between  
Genesee County (As Defined)  
and  
Genesee County Professional Court Officers Association**

**Court Services Division of Circuit Court**

In implementing the labor agreement, the parties hereby mutually agree that the following provisions will apply to employees within the Court Services Division of Circuit Court for scheduling overtime on weekends and holidays (reference Article XII):

- (1) The Employer will draft and post a weekend/holiday schedule at six (6) month intervals (May and October).
- (2) The procedure for preparing this schedule shall be as follows:
  - (a) The Employer shall assign bargaining unit employees, on a rotational basis, to work weekends and holidays.
  - (b) The schedule shall be posted 30 days prior to its effective date.
  - (c) Any vacancies in the schedule which may arise subsequent to its posting, shall be filled by the Employer who may chose either to seek volunteers to work the day (s) in question or to assign staff to those day (s).
- (3) The weekend/holiday schedule will be drafted within the following parameters:
  - (a) Each employee will be required to work a minimum of six (6) days within the six (6) month scheduling period.
  - (b) No employee shall be required to work two (2) consecutive days nor more than one (1) day in any seven (7) calendar day period.
  - (c) On days they are scheduled to work, each employee will be required to work a minimum of two (2) hours and a maximum of four hours.

Letter of Agreement  
Court Services Division of Circuit Court

- (d) Employees will be permitted to trade or relinquish their assigned days, within the schedule consistent with Section (3) (a) (b) and (c) of the above provided they receive prior approval from the Central Intake Supervisor or the Director and submit their request at least seven (7) days before the effected date.
  - (e) All requests for trading or relinquishing days will be decided within twenty-four (24) hours of receipt. Failure to respond within this period shall be regarded as a denial.
  - (f) In the event an emergency, such as illness, occurs on the day the employee is scheduled to work, the employee shall call, in order, those employees designated on the "emergency fill-in list" for the current month to obtain a substitute to work for them. Any employee so contacted shall report to work by the start of the scheduled shift. The time at which the employee received notification to report to work will be taken into consideration in instances where the employee arrived after the start of the shift.
- (4) This Letter of Agreement may be modified by the parties, if agreed in writing, during the term of this contract.

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FOR THE EMPLOYER/DATE:

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## LETTER OF AGREEMENT

### **Family Division of Circuit Court - Hours Worked**

The parties hereby mutually agree that the following provisions will apply to Family Division of Circuit Court employees (reference Article XII):

#### Section 2

- (a) It is understood by the parties that employees in the bargaining unit, in order to satisfactorily perform their job function, may be required periodically to work other than regularly scheduled hours.
- (b) Time and one-half (1 1/2) premium pay will be paid for all work performed in excess of forty (40) hours in any work period:
  - (1) In computing overtime under these provisions all authorized paid leaves will be considered as time worked.
  - (2) Employees must receive prior authorization to work overtime hours from the Department Head in order to be accorded the above premium pay.
  - (3) Time spent beyond the regular hours of the standard eight (8) hour work day on overnight trips rendered by the Employer will not qualify for overtime pay. Employees will be accorded pay for the regular workday only while on said trips.

Family Division Circuit Court - Hours Worked

- (4) The above sections are not intended to abridge the Employer's right to assignment of duties (Article II, Section 2).

The above provisions will continue indefinitely absent a written request from either party to modify the provisions.

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FOR THE EMPLOYER/Date:

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Personal Time  
Additional Hours

**LETTER OF AGREEMENT**

**Personal Time; Additional Hours**

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

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

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FOR THE EMPLOYER/DATE:

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**LETTER OF AGREEMENT**

**Article IX, Section 4**

The parties agree to leave the first sentence of Article IX, Section 4 open pending the outcome of the arbitration case relative to this issue.

Following the arbitration decision, the parties will meet to discuss this issue.

FOR THE UNION/DATE:

FOR THE EMPLOYER/DATE:

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## **APPENDIX A**

### ***Wages & Classifications***