

# **LABOR AGREEMENT**

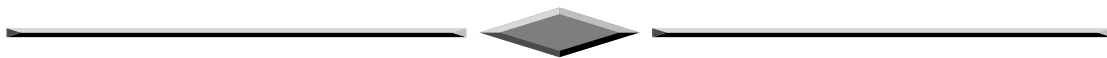
**Between**

**GENESEE COUNTY**

**And**

**SEIU LOCAL 517M, AFL - CIO**

**Effective: May 9, 2006 - December 31, 2010**



<b><u>PREAMBLE</u></b>	<b>9</b>
<b><u>ARTICLE I - RECOGNITION</u></b>	<b>9</b>
SECTION 1 - COLLECTIVE BARGAINING UNIT	9
SECTION 2 - NEW CLASSIFICATIONS	9
<b><u>ARTICLE II - UNION SECURITY</u></b>	<b>10</b>
SECTION 1 - CURRENT MEMBERSHIP	10
SECTION 2 - SUBSEQUENT MEMBERSHIP	10
SECTION 3 - SERVICE FEE	10
SECTION 4 - INVALID PROVISION	10
SECTION 5 - EMPLOYEE TERMINATION	10
SECTION 6 - HOLD HARMLESS	11
SECTION 7 - COPE AUTHORIZATION	11
<b><u>ARTICLE III - MANAGEMENT RIGHTS</u></b>	<b>11</b>
SECTION 1 - PUBLIC ACTS	11
SECTION 2 - RIGHTS	11
<b><u>ARTICLE IV - REPRESENTATION</u></b>	<b>12</b>
SECTION 1 - PURPOSE	12
SECTION 2 - BARGAINING COMMITTEE	12
SECTION 3 - WAGES PAID	12
SECTION 4 - NORMAL DISCUSSION TIME	12
SECTION 5 - IDENTIFICATION OF UNION REPRESENTATIVES	13
SECTION 6 - VISITATION	13
SECTION 7 - STEWARD GRIEVANCE	13

<b>ARTICLE V - GRIEVANCE PROCEDURE</b>	<b>13</b>
<b>SECTION 1 - UNDERSTANDING</b>	<b>13</b>
<b>SECTION 2 - PROCESSING</b>	<b>13</b>
<b>SECTION 3 - GRIEVANCE PROCEDURE</b>	<b>14</b>
STEP I	14
STEP II	14
STEP III	14
STEP IV	14
STEP V	14
STEP VI	15
<b>SECTION 4 - TIME LIMITS</b>	<b>16</b>
<b>ARTICLE VI - DISCIPLINARY PROCEDURES</b>	<b>16</b>
<b>SECTION 1 - JUST CAUSE/RECORD</b>	<b>16</b>
<b>SECTION 2 - LEAVING PREMISES</b>	<b>17</b>
<b>SECTION 3 - IMPACT OF LOSS OF SENIORITY LETTER</b>	<b>17</b>
<b>ARTICLE VII - COUNSELING MEMORANDUMS</b>	<b>17</b>
<b>ARTICLE VIII - SENIORITY</b>	<b>17</b>
<b>SECTION 1 - PROBATIONARY PERIOD</b>	<b>17</b>
<b>SECTION 2 - PROBATIONARY EMPLOYEE REPRESENTATION</b>	<b>18</b>
<b>SECTION 3 - ACQUIRING SENIORITY</b>	<b>18</b>
<b>SECTION 4 - SENIORITY LIST</b>	<b>18</b>
<b>SECTION 5 - LOSS OF SENIORITY</b>	<b>18</b>
<b>SECTION 6 - CHAIRMAN SENIORITY</b>	<b>19</b>
<b>SECTION 7 - TRANSFERRING FROM BARGAINING UNIT</b>	<b>19</b>
<b>ARTICLE IX - LONGEVITY COMPENSATION</b>	<b>20</b>
<b>SECTION 1 - COMPENSATION PERIOD</b>	<b>20</b>
<b>SECTION 2 - CONTINUOUS SERVICE DEFINITION</b>	<b>20</b>
<b>SECTION 3 - LONGEVITY INCREMENTS</b>	<b>20</b>
<b>SECTION 4 - MILITARY LEAVES</b>	<b>21</b>

<b><u>ARTICLE X - LAYOFF AND RECALL</u></b>	<b>21</b>
SECTION 1 - DEFINITION	21
SECTION 2 - LAYOFF PROCEDURE	21
SECTION 3 - NOTIFICATION OF LAYOFF	22
SECTION 4 - RECALL	22
SECTION 5 - WORKING OUT OF CLASSIFICATIONS	22
<b><u>ARTICLE XI - PROMOTIONS</u></b>	<b>22</b>
SECTION 1 - FACTORS GOVERNING PROMOTIONS	22
SECTION 2 - POSTING PERIOD	23
SECTION 3 - REQUESTS FOR PROMOTION	23
SECTION 4 - TRIAL PERIOD LENGTH	23
SECTION 5 - TRIAL PERIOD RETURN TO FORMER POSITION	23
SECTION 6 - RATE OF PAY	23
SECTION 7 - EMERGENCY VACANCIES	24
SECTION 8 - NEW HIRES	24
<b><u>ARTICLE XII - WORK DAY AND WEEK</u></b>	<b>24</b>
SECTION 1 - WORK DAY	24
SECTION 2 - WORK WEEK	24
SECTION 3 - SHIFT SCHEDULES	24
SECTION 4 - NOTIFICATION REPORTING - SUPPLEMENTARY TO REGULAR SHIFT	25
SECTION 5 - REPORTING PAY	25
<b><u>ARTICLE XIII - WAGES AND RATES</u></b>	<b>25</b>
SECTION 1 - WAGE RATES & CLASSIFICATIONS	25
SECTION 2 - PAY STEP ADVANCEMENT DATE	25
<b><u>ARTICLE XIV - ATTENDANCE</u></b>	<b>26</b>
<b><u>ARTICLE XV - OVERTIME</u></b>	<b>26</b>
SECTION 1 - PREMIUM PAY	26
SECTION 2 - TEMPORARY EMPLOYEES	26
SECTION 3 - OVERTIME EQUALIZING	27

<b>ARTICLE XVI - EDUCATIONAL REIMBURSEMENT</b>	<b>27</b>
SECTION 1 - PROGRAM PARAMETERS	27
SECTION 2 - APPLICATION PROCESS	28
SECTION 3 - REIMBURSEMENT PROCESS	28
<b>ARTICLE XVII - VACATIONS</b>	<b>28</b>
SECTION 1 - ELIGIBILITY/REQUESTS	28
SECTION 2 - VACATION ACCUMULATION	28
SECTION 3 - BENEFIT UPON TERMINATION	29
SECTION 4 - VACATION ACCRUAL	29
SECTION 5 - PAY RATE	29
SECTION 6 - PREFERENCE BY SENIORITY	29
SECTION 7 - ILLNESS DURING VACATION	30
SECTION 8 - ADVANCE VACATION CHECKS	30
SECTION 9 - HOLIDAY DURING VACATION	30
SECTION 10 - PAYMENT IN CASE OF DEATH	30
SECTION 11 - VACATION CASH-IN	31
<b>ARTICLE XVIII - HOLIDAY PAY</b>	<b>31</b>
SECTION 1 - HOLIDAY SCHEDULE	31
SECTION 2 - HOLIDAY ELIGIBILITY	32
SECTION 3 - HOLIDAY CELEBRATION	32
SECTION 4 - NON-WORKED HOLIDAY PAY	32
SECTION 5 - WORKED HOURS HOLIDAY PAY	33
SECTION 6 - COMPUTING OVERTIME PAY - HOLIDAY PAY IMPACT	33
SECTION 7 - HOLIDAY DURING VACATION IMPACT	33
<b>ARTICLE XIX - DISABILITY INSURANCE COVERAGE</b>	<b>33</b>
SECTION 1 - BENEFIT LIMITS	33
SECTION 2 - APPLICATION FOR BENEFITS	34
SECTION 3 - SENIORITY DURING DISABILITY LEAVE	34
SECTION 4 - RETURN FROM DISABILITY LEAVE	35
SECTION 5 - ADMINISTRATION	35
SECTION 6 - CARRIERS	35

<b>ARTICLE XX - HEALTH INSURANCE</b>	<b>36</b>
<b>SECTION 1 - EMPLOYEES HIRED PRIOR TO JUNE 1, 2000</b>	<b>36</b>
<b>SECTION 2 - EMPLOYEES HIRED ON OR AFTER JUNE 1, 2000, BUT BEFORE JULY 1, 2006</b>	<b>36</b>
<b>SECTION 3 - EMPLOYEES HIRED ON OR AFTER JULY 1, 2006</b>	<b>37</b>
<b>SECTION 4 - HOSPITAL/MEDICAL COVERAGE – MORE THAN ONE FAMILY MEMBER EMPLOYED BY COUNTY</b>	<b>37</b>
<b>SECTION 5 - PRESCRIPTION DRUGS</b>	<b>37</b>
<b>SECTION 6 - DUAL COVERAGE</b>	<b>37</b>
<b>SECTION 7 - HEALTH INSURANCE REIMBURSEMENT</b>	<b>38</b>
<b>SECTION 8 - CARRIERS</b>	<b>39</b>
<b>SECTION 9 - VEBA TRUST</b>	<b>39</b>
<b>ARTICLE XXI - LIFE INSURANCE</b>	<b>40</b>
<b>SECTION 1 - ACTIVE EMPLOYEES</b>	<b>40</b>
<b>SECTION 2 - RETIREES</b>	<b>40</b>
<b>SECTION 3 - CARRIERS</b>	<b>40</b>
<b>ARTICLE XXII - DENTAL BENEFITS</b>	<b>41</b>
<b>SECTION 1 - BENEFITS</b>	<b>41</b>
<b>SECTION 2 - CARRIERS</b>	<b>41</b>
<b>ARTICLE XXIII - OPTICAL BENEFITS</b>	<b>41</b>
<b>SECTION 1 - BENEFITS</b>	<b>41</b>
<b>SECTION 2 - CARRIERS</b>	<b>42</b>
<b>ARTICLE XXIV - PAID PERSONAL TIME</b>	<b>42</b>
<b>ARTICLE XXV - RETIREMENT BENEFITS</b>	<b>43</b>
<b>SECTION 1 - DEFINED BENEFIT PLAN (EMPLOYEES HIRED PRIOR TO JULY 1, 1996)</b>	<b>43</b>
<b>SECTION 2 - DEFINED CONTRIBUTION PLAN (EMPLOYEES HIRED PRIOR TO JULY 1, 1996)</b>	<b>47</b>
<b>SECTION 3 - DEFINED CONTRIBUTION PLAN (EMPLOYEES HIRED ON OR AFTER JULY 1, 1996)</b>	<b>49</b>

**ARTICLE XXVI - LEAVES OF ABSENCE** **51**

<b>SECTION 1 - ELIGIBILITY</b>	<b>51</b>
<b>SECTION 2 - PROCEDURES FOR REQUESTING LEAVES</b>	<b>51</b>
<b>SECTION 3 - DETERMINATION IN WRITING</b>	<b>51</b>
<b>SECTION 4 - EXTENSION</b>	<b>51</b>
<b>SECTION 5 - MILITARY LEAVE</b>	<b>51</b>
<b>SECTION 6 - JURY DUTY LEAVE</b>	<b>53</b>
<b>SECTION 7 - COURT LEAVE</b>	<b>53</b>
<b>SECTION 8 - UNION BUSINESS LEAVE</b>	<b>54</b>
<b>SECTION 9 - UNION EDUCATIONAL LEAVE</b>	<b>54</b>
<b>SECTION 10 - EDUCATIONAL LEAVE</b>	<b>55</b>
<b>SECTION 11 - BEREAVEMENT LEAVE</b>	<b>55</b>
<b>SECTION 12 - PERSONAL LEAVE</b>	<b>56</b>
<b>SECTION 13 - FAMILY AND MEDICAL LEAVE</b>	<b>57</b>

**ARTICLE XXVII - GENERAL PROVISIONS** **57**

<b>SECTION 1 - HEALTH AND SAFETY</b>	<b>57</b>
<b>SECTION 2 - LUNCH/REST PERIODS</b>	<b>57</b>
<b>SECTION 3 - BULLETIN BOARDS</b>	<b>58</b>
<b>SECTION 4 - PROTECTIVE CLOTHING</b>	<b>58</b>
<b>SECTION 5 - SUPERVISORY EMPLOYEES PERFORMING BARGAINING UNIT WORK</b>	<b>58</b>
<b>SECTION 6 - WORKER'S COMPENSATION</b>	<b>58</b>
<b>SECTION 7 - SUBCONTRACTING</b>	<b>59</b>
<b>SECTION 8 - CONTINUATION OF BENEFITS</b>	<b>60</b>
<b>SECTION 9 - UNIFORMS/SAFETY FOOTWEAR/OTHER ITEMS</b>	<b>61</b>
<b>SECTION 10 - APPLICATION OF OVERTIME CALCULATION RESULTING FROM BEING SENT HOME</b>	<b>62</b>
<b>SECTION 11 - PAYROLL SHORTAGES AND OVERPAYMENTS</b>	<b>62</b>
<b>SECTION 12 - MILEAGE ALLOWANCE</b>	<b>62</b>
<b>SECTION 13 - NEWLY CREATED POSITIONS</b>	<b>63</b>
<b>SECTION 14 - MANDATORY DIRECT DEPOSIT</b>	<b>63</b>

**ARTICLE XXVIII - UNEMPLOYMENT COMPENSATION** **63**

<b>SECTION 1 - MICHIGAN EMPLOYMENT SECURITY ACT</b>	<b>63</b>
---	-----------

**ARTICLE XXIX - SAVINGS CLAUSE** **64**

<b>SECTION 1 - INVALID PROVISION</b>	<b>64</b>
<b>SECTION 2 - No STRIKE CLAUSE</b>	<b>64</b>

<b>ARTICLE XXX - TERMINATION</b>	<b>65</b>
<b>LETTER OF AGREEMENT</b>	<b>66</b>
SEASONAL LAYOFF/RECALL	66
SUPERVISION & STAND-BY	68
DRUG AND ALCOHOL TESTING POLICY	70
PERSONAL TIME; ADDITIONAL HOURS	73
<b>APPENDIX A</b>	<b>74</b>
LUMP SUM PAYMENT	74
<b>APPENDIX A</b>	<b>75</b>
<b>WAGES AND CLASSIFICATIONS</b>	<b>75</b>



## **PREAMBLE**

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

The parties subscribe to the principle of equal opportunities and shall share equally the responsibilities for applying the provisions of this Agreement without discrimination as to age, sex, marital status, race, 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 the provisions. This Agreement embodies all the obligations between the parties evolving from the collective bargaining process and supersedes all prior relationships existing by past practices.

## **ARTICLE I - RECOGNITION**

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

The Employer recognizes the Union as exclusive representative of all full time and regular part time storm drain maintenance personnel classified as heavy and light equipment operators and laborers for the Genesee County Drain Commissioner, excluding all supervision and clerical personnel.

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

New classifications may be established by the Employer for bargaining unit work. The Employer will state the nature of the work to be performed and establish a rate for same, and shall so advise the Union in writing. Any new positions established by the Employer will be posted in accordance with the terms of this Agreement. Hereinafter should the Union disagree regarding wages, hours, or conditions of employment of such new classification the matter may be referred to Step IV of the Grievance Procedure.

## **ARTICLE II - UNION SECURITY**

### ***Section 1 - Current Membership***

All employees who are members of the Union at the effective date of this Agreement, or elect to become members during the term of this Agreement, shall remain members of the Union except as provided herein; employees may terminate said 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 - Subsequent Membership***

All employees who are not members of the Union at the time this Agreement becomes effective, but who subsequently elect to become members of the Union shall remain members of the Union as a condition of continued employment, and, during the period mentioned in Section 1 above shall have an opportunity to withdraw from membership if they so desire, without recourse.

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

All new employees who are employed after the date of signing shall, after completion of the probationary period, either become members of the Union or pay a service fee to the Union.

### ***Section 4 - Invalid Provision***

If any provision of this Article is invalid under Federal law, or the laws of the State of Michigan, said provision shall be modified to comply with the requirements of Federal or State Law or shall be renegotiated for the purpose of adequate replacement.

### ***Section 5 - Employee Termination***

The Employer shall not be required to discharge any employee for failure to acquire or maintain Union membership except where such failure is the result of non-payment of Union dues and/or service fees uniformly required. Further, this failure of any employee to maintain his/her Union membership in good standing or pay service fees as required herein, shall upon written notice to the Employer to such effect, obligate the Employer to discharge such employee.

### ***Section 6 - Hold Harmless***

The Employer agrees to deduct Union dues uniformly required once each month 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.

With regard to the above Union Security and Union dues check-off clauses, the Union hereby agrees to indemnify and hold the Employer harmless from any and all liability that may arise in consequence of the application of such clauses.

### **Section 7 - COPE Authorization**

In conjunction with the Section 6 - Hold Harmless provisions, should another Genesee County Union represented local obtain a political action payroll donation deduction, the parties will meet to also implement a Local 517M COPE payroll deduction.

## **ARTICLE III - MANAGEMENT RIGHTS**

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

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

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

The Employer, on its own behalf and on behalf of the public it serves, hereby retains and reserves unto itself, and its designated representatives when so delegated by it, all powers, rights, duties and responsibilities conferred upon and vested in it by the laws and Constitution of the State of Michigan and the United States. Among the rights of the Employer, included only by way of illustration and not by way of limitation, is the right to determine all matters pertaining to the services to be furnished and the methods, procedures, means, equipment and machines to provide such service; to determine the size of the work force and to increase and decrease the number of employees retained; to hire new employees; to determine the nature and number of facilities and departments and their location; to adopt, modify, change or alter its budget; to establish classifications of work; to combine or reorganize any part or all of its operations; to maintain order and efficiency; to study and use improved methods and equipment and outside assistance either in or out of the Employer's facilities; to direct the work force; to assign work and determine the location of work assignments and related work to be performed; to determine the number of

employees to be assigned to operations; to select employees for promotion or transfer to supervisory or other positions; to determine the number of supervisors; to make judgments regarding skill and ability and the qualifications and competency of employees; to establish training requirements for purposes of maintaining or improving the professional skills of employees and for advancement. The Employer shall also have the right to suspend, discipline or discharge employees for just cause; to establish and follow an orderly procedure to transfer, layoff and recall personnel; to establish reasonable work rules and to fix and determine penalties for violations of such rules; to establish and change work schedules and hours; to provide and assign relief personnel; and to continue and maintain its operations as in the past, provided, however, that these rights shall not be exercised in violation of any specific provision of this Agreement and, as such, they shall be subject to the Grievance and Arbitration Procedure established herein.

## **ARTICLE IV - REPRESENTATION**

### ***Section 1 - Purpose***

All employees covered by this Agreement shall be represented for the purpose of grievance procedure and negotiating by a Bargaining Committee to be chosen by the Union.

### ***Section 2 - Bargaining Committee***

The Bargaining Committee shall be composed of one (1) employee selected by the Union, who will be designated as Chairman.

### ***Section 3 - Wages Paid***

The Employer will pay for working time lost during regular working hours for one (1) employee involved in negotiations for a new contract.

### ***Section 4 - Normal Discussion Time***

Normally discussion and settlement of grievances when they do arise will be handled by the Steward during the last hour of the work day without loss of pay, but in cases of emergency requiring immediate action, they will be discussed at time of occurrence.

### ***Section 5 - Identification of Union Representatives***

The Union will furnish the Employer, in writing with the names of its authorized representatives and members of its committees who are employed within the unit and such changes as may occur from time to time in such personnel so that the Employer may at all times be advised as to the authority of the individual representatives of the Union with which it may be dealing.

### ***Section 6 - Visitation***

International and Council Executive Officers of the Union and/or their representatives are authorized to represent the Union at Step V, of the Grievance Procedure. The President of the Local Union, if not employed by the Employer will be permitted to attend meetings between the Committee and Management.

### ***Section 7 - Steward Grievance***

Any Steward or alternate having an individual grievance in connection with his/her own work may ask for an officer of the Union to assist in adjusting the Grievance with his or her supervisor.

## **ARTICLE V - GRIEVANCE PROCEDURE**

### ***Section 1 - Understanding***

Any employee having a grievance in connection with his/her employment shall present it to the Employer with the following understanding:

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

### ***Section 2 - Processing***

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

### **Section 3 - Grievance Procedure**

A grievance must be presented in writing by the Steward within twenty (20) calendar days after its occurrence in order for it to be a proper matter for the grievance procedure.

#### **Step I**

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

#### **Step II**

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 within three (3) working days of receipt of same.

#### **Step III**

If not resolved in this manner, it shall be submitted in written form, signed by the employee and presented to the Drain Maintenance Superintendent within five (5) working days after the Supervisor's answer is due. The Drain Maintenance Superintendent shall answer said grievance within five (5) working days of receipt of same.

#### **Step IV**

If the grievance is not satisfactorily resolved above, it may be appealed to the Drain Commissioner or his/her designee within five (5) working days from the date the Drain Maintenance Superintendent's answer is due. Thereafter, the Drain Commissioner or his/her designee will schedule a meeting with the Union Representatives to be held within five (5) working days of receipt of the grievance. The Drain Commissioner or his designee will render his decision in writing within five (5) working days after the above meeting.

#### **Step V**

If the grievance is not resolved satisfactorily in Step I, II, III, or IV above, written notification will be given by the Union to the Genesee County Human Resources Director within five (5) working days after the Drain Commissioner's answer is received. The Human Resources Director will then schedule a meeting or meetings at a mutually agreeable time to be attended by two (2) representatives of the Union and the necessary representatives of the Employer within the ten (10) working days after such notification. Not more than one (1) 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 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 on the grievance to the Union within ten (10) calendar days following the date of the last appeal step meeting.

## Step VI

- (a) All requests to submit a grievance to arbitration shall be delivered in writing 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 a fourteen (14) calendar day period from the date of the Human Resource Director's written answer, the matter shall be considered settled on the basis of said last disposition.
- (b) No more than one grievance or dispute may be submitted in one arbitration 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 SEIU servicing representative the name of the assigned arbitrator. The SEIU servicing representative must notify the arbitrator no later than thirty (30) calendar days after the arbitrator is assigned by Human Resources. Failure to notify the arbitrator within thirty (30) calendar days shall cause the grievance to be settled based on the Employer's last disposition.

If the parties are not utilizing a mutually agreeable list of arbitrators, the SEIU servicing representative may submit the matter to the American Arbitration Association (AAA) asking for selection of an Arbitrator in accordance with its voluntary Labor Arbitration Rules. Within thirty (30) calendar days of requested arbitration to the Human Resources Director, the SEIU servicing representative must notify the American Arbitration Association (AAA) to request a list of seven (7) arbitrators. Failure to notify AAA within thirty (30) calendar days of requested arbitration shall cause the grievance to be settled based on the Employer's last disposition. 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. His/her decision shall be final and binding on the parties and the employee(s) involved, subject to any law or governmental regulations applicable thereto, including those under the authority of Genesee County.

- (e) The Arbitrator's fee, his/her travel expenses, the filing fee and the cost of any room or facilities shall be borne equally by the parties, but the fees and wages of representatives, counsel witnesses or other persons attending the hearing shall be borne by the party incurring them.
- (f) The Arbitrator shall have no power to add to, subtract from, or modify, any of the terms of this Agreement. Neither shall he or she have power to establish or change any classification wage rate, to rule on any claim arising under an Insurance Policy or Retirement Claim or dispute, or to issue a ruling modifying any matter covered by a Statute or Ordinance.

#### ***Section 4 - Time Limits***

If at any point Step I through VI are not followed within the time limits specified the matter will be considered settled based on the Employer's last answer.

## **ARTICLE VI - DISCIPLINARY PROCEDURES**

#### ***Section 1 - Just Cause/Record***

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 of the discharge or suspension. Other disciplinary action includes written reprimands. The employee will be tendered a copy of any disciplinary action entered into his/her personnel file within three (3) working days of the action taken. In imposing disciplinary action on a current charge, the Employer will not take into account any disciplinary action which occurred more than two (2) years previously. The Employer may impose disciplinary action on an employee for errors or mistakes on his/her employment application if such errors or mistakes give rise to a material misrepresentation by the employee in securing a position with Genesee County. Disciplinary action assessed in instances of minor offenses or infractions will be progressive in nature.

Should the disciplined employee or the Union consider any disciplinary action improper, the matter may be processed through the regular grievance procedure.



## ***Section 2 - 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 the employee may do so in private before the employee is required to leave the property of the Employer. Upon request, the Employer or the Employer's designated representative will discuss the discharge or suspension with the employee and the Steward.

## ***Section 3 - Impact of Loss of Seniority Letter***

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.

## **ARTICLE VII - COUNSELING MEMORANDUMS**

The Employer, at their option, may utilize verbal counseling in cases not justifying disciplinary action. The written record of verbal counseling shall be identified as a counseling memorandum, and shall be tendered to the employee and shall be entered in the employee's personnel file. Counseling memorandums shall not be construed as disciplinary action and are not subject to the Grievance Procedure.

Employees receiving counseling memorandums shall have the right to submit a written statement (up to five (5) sheets of 8 1/2 by 11 inch paper) explaining his or her position concerning the counseling memorandums, which will become a permanent part of the file and will be included whenever the file is displayed to a third party. The employee's written statement shall be attached to the counseling memorandum. Should the counseling memorandum be removed from the file, the employee's written statement shall also be removed.

## **ARTICLE VIII - SENIORITY**

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

New employees hired in the unit shall be considered as probationary employees for the first one thousand forty (1040) straight-time hours (twenty-six (26) weeks) of their employment, with the understanding that absences 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 acquire seniority dated back twenty-six (26) weeks from the date he or she completed the probationary period.

## **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 in respect to rates of pay, wages, hours of employment and other conditions of employment as set forth in Article I of this Agreement. However, the Union shall not represent probationary employees who have been disciplined or discharged unless said discipline or discharge was for Union activity.

## **Section 3 - Acquiring Seniority**

When an employee acquires seniority, his/her name shall be placed on the seniority list for the bargaining unit in the order of his/her seniority. 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 his/her date of continuous service dependent upon attendant circumstances.

## **Section 4 - Seniority List**

- (a) Seniority shall not be affected by the race, color, ~~creed~~, age, sex, marital status, religion, disability, national origin, height, or weight of the employees.
- (b) The seniority list of the date of this Agreement will show the names and job titles of all employees of the unit entitled to seniority.
- (c) The Employer will keep the seniority list up to date at all times and will provide the Local Union upon request up to date copies at least every six (6) months.

## **Section 5 - Loss of Seniority**

An employee shall lose their seniority for the following reasons only:

- (a) The employee quits, retires, or receives a pension under the Genesee County Retirement System.
- (b) The employee is discharged and the discharge is not reversed.
- (c) The employee is absent for any three (3) consecutive working days without properly notifying the Employer. After such unreported absence, the Employer will send written notification to the employee by certified mail at his/her last known address that because of his/her unreported absence, he/she is considered to have resigned (voluntary quit) and is no longer in the employ of Genesee County. In proper cases, exceptions shall be made upon the employee producing convincing proof of his/her inability to give such notice.

- (d) If the employee does not return to work on the date specified for recall from layoff as set forth in the recall procedure. In proper cases, exceptions shall be made upon the employee producing convincing proof of his/her inability to return as required.
- (e) If the employee does not return from disability leave, leaves of absence, vacation or disciplinary suspension. In proper cases, exceptions shall be made upon the employee producing convincing proof of his/her inability to return as required.
- (f) If the employee is laid off for a continuous period of five (5) years or the length of his/her seniority, whichever is less.
- g. The employee has been on disability leave for a period of five (5) years or for a period of time equal to the length of his/her seniority at the time such disability leave commences, whichever is less.
- h. The employee has been on Workers' Compensation leave for a period of five (5) years or for a period of time equal to the length of his/her seniority, at the time such Workers' Compensation leave commences, whichever is less.

### **Section 6 - Chairman Seniority**

Notwithstanding the Chairman's position on the seniority list, the Chairman shall, in the event of layoff of any type, be continued at work as long as there is a job in the Chairman's classification which the Chairman can perform and shall be recalled to work in the event of a layoff on the first open job classification which the Chairman can perform.

### **Section 7 - Transferring from Bargaining Unit**

Current and/or former employees transferred out of the bargaining unit to a supervisory position with the Drain Commissioner shall accumulate bargaining unit seniority for all purposes for one (1) calendar year from the date of transfer; and thereafter their bargaining unit seniority shall be frozen at its then current level and shall not continue to accumulate.

Effective upon ratification of the contract by the Genesee County Board of Commissioners (May 9, 2006) current and/or former employees transferred out of the bargaining unit shall have their bargaining unit seniority frozen at its then current level and not continue to accumulate.

## **ARTICLE IX - LONGEVITY COMPENSATION**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **ARTICLE X - LAYOFF AND RECALL**

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

The word "layoff" means a reduction in working force due to a decrease of work or limitations in funds.

### ***Section 2 - Layoff Procedure***

When the Employer deems it necessary to layoff employees the following layoff procedures will be followed:

Probationary employees will be laid off first within the bargaining unit. The Employer will then determine the classifications being reduced within the bargaining unit. Thereafter, seniority employees within the affected classifications will be laid off according to seniority provided the employees being retained are able to perform the available work. However, it is understood by the parties that in application of this section, employees in higher rated classifications may filter downward in line with their seniority upon application, but in no event will employees in lower rated classifications filter upward to positions in higher rated

classifications. Employees who transfer to a lower rated classification under this provision will be compensated at the rate of the lower classification.

In addition, it is mutually agreed by the parties that no temporary employees (reference Article XV, Section 2) will be retained if seniority employees are laid off.

### ***Section 3 - Notification of Layoff***

Employees to be laid off for an indefinite period of time will have at least seven (7) calendar days notice of layoff. The local Union 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 4 - Recall***

- (a) When the work force is to be increased after a layoff, employees will be recalled according to the seniority, in reverse order of layoff, provided the employees with the greatest seniority are able to perform the available work.
- (b) Notice of recall may be by personal contact, telephone call or written communication; but in any event will be confirmed by certified mail to the employee's last known address.
- (c) Employees will be granted up to five (5) working days to return to work upon request.

### ***Section 5 - Working out of Classifications***

The Employer will not use an employee in a classification in which he/she is not classified if another employee is laid off therefrom, except in the case of emergency.

## **ARTICLE XI - PROMOTIONS**

### ***Section 1 - Factors Governing Promotions***

All promotions of employees to permanent vacancies in higher paid classifications within the bargaining unit will be governed by the following factors:

- (a) The employee meets the required knowledge, training, qualifications and ability for the position as specified in the established job description, and considering the specific function of the vacancy.

- (b) The personnel record of the employee, attendance records, performance evaluations, and the interview process.
- (c) The employee must be able to perform the essential functions of the job either with or without reasonable accommodation.
- (d) The most senior applicant who meets the minimum qualifications shall be awarded the trial period unless the Department Head can establish that the selected applicant is more highly qualified for the vacancy.

### ***Section 2 - Posting Period***

Promotional vacancies of a permanent nature will be posted initially in a conspicuous place in the work area for seven (7) working days.

### ***Section 3 - Requests for Promotion***

The Employer will not be obligated to consider a request for promotion from a seniority employee unless the employee submits a request during the posted period in writing. However, a co-worker may submit a request for a fellow employee within a the seven (7) working days period if it is impossible for that employee to be aware of the vacancy.

### ***Section 4 - Trial Period Length***

The employee who is promoted shall be granted ninety (90) calendar days trial period to prove he/she is capable of performing the work.

### ***Section 5 - Trial Period Return to Former Position***

During the trial period the employee shall have the opportunity to voluntarily revert to their former classification and former rate of pay without loss of seniority. At any time during the trial period, if the Employer determines that the employee is unsatisfactory in the new position, the Employer shall have the right to return the employee to their former classification and former rate of pay without loss of seniority.

### ***Section 6 - Rate of Pay***

In the event that an employee is promoted, the employee shall receive the rate of the new classification at the earliest step which will result in an increase in salary rate.

### ***Section 7 - Emergency Vacancies***

Emergency vacancies in a higher paid classification of a duration of thirty (30) working days or less may be filled by the Employer without regard to the provisions of this Article.

### ***Section 8 - New Hires***

All promotional vacancies not filled by the above procedure may be filled by newly hired employees.

## **ARTICLE XII - WORK DAY AND WEEK**

### ***Section 1- Work Day***

The work day for any employee covered hereby begins at midnight and runs for twenty-four (24) hours thereafter. The starting time of all shifts will be at such time as the Employer shall designate. Notice will be posted two (2) weeks in advance of any changes made in the starting time.

Based on existing conditions, summer and winter shift starting times will be established. A summer shift starting time of 7:00 a.m. will be established each April and a winter shift starting time of 8:00 a.m. will be established each October. These shifts will be implemented at the start of a work week in April and October as determined by the Employer.

Following ratification of the contract the parties will meet to discuss the feasibility of establishing four (4) day ten (10) hour work week shifts through a Letter of Agreement starting the Monday after Memorial Day and ending the Friday preceding Labor Day. Such Letter of Agreement will require the final approval of the Genesee County Board of Commissioners. The parties recognize that such four (4) day ten (10) hour work week shifts will require modifications to various sections of the contract.

### ***Section 2 - Work Week***

The work week will commence at 12:00 a.m. Saturday and continue for one hundred sixty eight (168) hours thereafter. The Employer agrees that if the Employer establishes a second shift it will negotiate with respect to a shift premium for that shift.

### ***Section 3 - Shift Schedules***

Shift schedules, whether continuous or otherwise, may be made and changed, but split shifts will be established only in emergencies. Work performed on any part of a split shift will be considered as a call-in.



#### ***Section 4 - Notification Reporting - Supplementary to Regular Shift***

Any Employee who is required to report at the beginning of a supplementary regular scheduled shift, which begins prior to the shift to which the employee is then assigned will be notified as far in advance as possible but not later than the day before the assignment to the new shift.

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

Employees who are scheduled for work and are permitted to report for work without having been notified that there will be no work shall receive four (4) hours pay at their regular hourly rate.

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

### **ARTICLE XIII - WAGES AND 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 seniority date (unless the employee has been promoted, on leave or layoff) each year, the employee will be advanced to the next step of their classification provided their performance has been rated satisfactory.

## **ARTICLE XIV - ATTENDANCE**

Regular attendance is mandatory for continued employment with Genesee County. In addition to regular attendance all employees are required to report for work promptly at their scheduled starting time, and must remain at work until the close of their work shift. It is the responsibility of the employee to extend proper notification to their department and to obtain permission to be absent from work from designated department supervision. Employees not reporting for work shall notify the designated individual(s) in their department as far in advance as possible but no later than one-half (1/2) hour after the start of the shift.

## **ARTICLE XV - OVERTIME**

### ***Section 1 - Premium Pay***

All employee's covered hereby shall be subject to call for overtime work and shall report for such work when directed to do so. In cases of illness, and for other good and sufficient reasons, an employee will be excused by the head of the division. Overtime work will be compensated on the following basis:

- (a) Time and one-half (1 1/2) will be paid for all work performed over an eight (8) hour workday or an eighty (80) hour biweekly pay period. Time and one-half (1 1/2) will be paid for all hours worked on a Sunday.
- (b) If called prior to their regular shift, an employee will be guaranteed the right to work his/her entire scheduled shift.

### ***Section 2 - Temporary Employees***

The Union recognizes that the nature of the Employers' work and the seasons during which it must be performed are such that temporary employees are necessary during the peak period in the summer months. The Union further recognizes that it is necessary to use such temporary employees on work where they can be closely supervised in order to obtain their optimum use. The Employer, agrees that it will be its policy, without prejudice to its requirements under the foregoing principles, to use as many regular employees on such work as is practicable when such assignment does not interfere with other work to be performed. However, when Saturday, Sunday or holiday work is scheduled, the Employer will offer same to regular employees in preference to temporary employees wherever practicable. Overtime assignments under this section shall be subject to the grievance procedure where the employee claims that the intent of this section has been violated.

### **Section 3 - Overtime Equalizing**

Overtime hours will be equalized to the fullest extent practicable among all employees. The Drain Supervisor will equalize overtime on a fair and equitable basis and will post status monthly. If called for overtime and the employee is home, the employee will be charged with said overtime. If called for overtime and the employee is not home, the employee will not be charged with said overtime.

## **ARTICLE XVI - EDUCATIONAL REIMBURSEMENT**

### ***Section 1 - Program Parameters***

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

- a. Class attendance and homework assignments must be completed on the employee's own time and not during working hours. In addition, employees are prohibited from utilizing break periods and/or lunch periods to attend class for which they are requesting to receive educational reimbursement. Employees will be permitted to utilize vacation, personal and/or compensatory time to attend class when authorized to do so by their Department.
- b. Employees must be full time and on the active employment rolls at the beginning of the course, during the course, and at the completion of the course. Probationary employees are excluded from applying and being reimbursed.
- c. Coursework must be taken through an accredited college or educational 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 requirements ("C" or equivalent for all undergraduate coursework, and "B" or equivalent for all graduate coursework).
- f. Reimbursement per employee is limited to \$1000.00 for approved courses which end in those calendar years. In no instance will a refund exceed the employee's actual expenditures, nor will reimbursement be issued for expenses also being reimbursed through other sources (i.e., scholarships, G.I. Bill, etc.). Fees and payments for books, supplies, transportation, parking, meals, recreational activities and graduation are excluded. Total reimbursement for all SEIU Local 517M employees is limited to \$4,000 for the calendar year. If applications for reimbursement exceed this maximum

limit, reimbursement shall be on a first come first served basis, in accordance with the date on which the application was received by the Human Resources Department.

### ***Section 2 - Application Process***

In order to be eligible for reimbursement, employees must make application for educational reimbursement through the Human Resources Department on designated forms. The application will not be approved if it is 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 XVII - VACATIONS**

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

Vacation leave can be used only after the employee has served at least 1040 straight time hours. Use of vacation time can only be scheduled with the Superintendent's prior approval who will consider the wishes of the employees as well as efficient operation of the department concerned. Such vacation time must be taken in eight (8) hour increments.

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

Vacation may be cumulative, but employees may not accumulate more than one and one-half (1 1/2) times their annual accrued vacation leave at any one time.

### **Section 3 - Benefit upon Termination**

Upon termination of employment due to resignation, retirement or dismissal, an employee shall be compensated in wages for all unused vacation leave, through date of termination that such employee accrued in the current service year, pro-rated after the first six (6) months of employment.

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

After six (6) months of service with Genesee County, full time employees are entitled to forty-five (45) hours of vacation leave. Vacation shall accrue at the rate of:

Nine (9) hours for each 208 hours of work after six (6) months of service.

Thirteen (13) hours for each 208 hours of work after five (5) years of service.

Seventeen (17) hours for each 208 hours of work after ten (10) years of service.

Twenty (20) hours for each 208 hours of work after fifteen (15) years of service

This vacation period may be taken in no less than eight (8) hour increments with prior written approval. Vacation time shall not accumulate during the period of time any employee is absent from work without pay or during a disability leave of absence, or during unpaid leaves of absence under Article XXVI.

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

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

### **Section 6 - Preference by Seniority**

Seniority shall govern the choice of vacation periods; subject to reasonable scheduling requirements of the department provided the senior employee makes their choice of vacation time on or before the end of the scheduling period.

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

If any employee becomes ill and is under the care of a duly licensed physician, or recognized practitioner during their vacation and the employee utilizes accumulated personal days, the employee's vacation for the number of days sick shall be rescheduled.

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

If a regular payday or paydays falls during an employee's scheduled vacation, the employee will receive their check or checks in advance, provided the employee has requested payment in writing three (3) weeks prior to the start of the pay period preceding their vacation.

### ***Section 9 - Holiday During Vacation***

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

### ***Section 10 - Payment in Case of Death***

In conformance with MCL 408.480, the Employer shall pay the wages and fringe benefits including accumulated vacation pay due a deceased employee to one or more of the following persons in the priority listed: The deceased employee's surviving spouse, the deceased employee's surviving children, the deceased employee's surviving mother or father, the deceased employee's surviving sister or brother, unless the employee has established a designee or designees by a signed statement filed with the Employer before the employee's death, and letters of administration are not required to be issued for the estate of the deceased employee; in which case the Employer shall make those payments to the designee or designees in the signed statement.

Payment in this manner shall be a full discharge and release of the Employer from the wages and fringe benefits due and owing the deceased employee.

## **Section 11 - 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 XVIII - HOLIDAY PAY**

### ***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	
Martin Luther King Day	Veteran's Day
President's Day	Thanksgiving Day
Good Friday	Friday after Thanksgiving Day
Memorial Day	Day before Christmas
Independence Day	Christmas Day
Labor Day	Day before New Year's Day

Columbus Day will be replaced by a floating holiday. This floating holiday has no cash value and must be used during each calendar year. This holiday must be scheduled during each calendar year with prior approval of the supervisor, who will consider both the wishes of the employee as well as the efficient operations of the department. The provisions of Section 2 below also applies to the floating holiday.

Effective January 1, 2007, the floating holiday will be eliminated.

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

## ***Section 3 - Holiday Celebration***

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

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

The preceding two (2) paragraphs shall apply only to those eligible employees whose normal work week consists of forty (40) hours of work performed from Monday through Friday. For employees working other than a Monday through Friday schedule, the actual date of the holiday will be observed.

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

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



### ***Section 5 - Worked Hours Holiday Pay***

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

Employees who are eligible for holiday pay and who are required to work on a minor holiday will be paid straight-time rate of pay for hours worked on the holiday in addition to holiday pay.

### ***Section 6 - Computing Overtime Pay - Holiday Pay Impact***

For the purpose of computing overtime, all holiday hours (worked or not worked) 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 7 - 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.

## **ARTICLE XIX - DISABILITY INSURANCE COVERAGE**

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

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

Employees with less than five (5) years of service are eligible for long-term disability and/or short-term disability for a period of time equivalent to their months of service. Employees with five (5) years or more are eligible for long-term disability to age sixty-five (65) 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 July 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 \$425.00 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 \$1800.00 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 his/her department and Human Resources the same date the employee is seen by the health care provider, if possible, or by 8:30 a.m. on the next business day following the appointment. Written certification from the health care provider must be delivered to Human Resources within three (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 (reference Article VIII, Section 1), and continuous service for the purpose of benefit accrual rates shall not continue for an employee on authorized disability leave except for the first thirty (30) calendar days of such leave.

Employees shall not be permitted to accept employment elsewhere while on disability leave. Acceptance of employment or working for another Employer while on such leave shall result in immediate termination of County employment.

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

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 their normal assigned duties. The Employer may require the employee to be examined by a designated health care provider prior to their being allowed to return to work. An employee returning from disability leave must confirm the return to work by notifying the employee's department one (1) workday prior to the scheduled return to work.

#### ***Section 5 - Administration***

In the administration of this 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 a 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, the employee 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 XX - HEALTH INSURANCE**

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

Effective July 1, 2006, the Employer agrees to provide 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 July 1, 2006**

The Employer agrees to provide 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 July 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 July 1, 2006**

The Employer agrees to provide 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 July 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 July 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.

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

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

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

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

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

Bargaining unit members and retirees who are eligible for hospital/medical and prescription drug coverage must advise the Human Resources Department, on forms provided, of their voluntary election not to receive County paid hospital/medical and prescription drug coverage. This "Opt-Out" will remain in effect until the employee notifies the Human Resources Department on forms provided of the employee's election to commence coverage as otherwise provided in this section.

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

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

The June 2006 payment is \$1000.00.

This lump sum amount shall be considered as taxable wages.

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

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

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

New hires may "Opt-Out" effective when the employee would otherwise be eligible for hospital/medical and prescription drug coverage. Such employee will

receive a pro-rated amount for each full month without otherwise eligible coverage during that six (6) month period.

### **Section 8 - Carriers**

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

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

### **Section 9 - VEBA Trust**

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

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

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

## **ARTICLE XXI - LIFE INSURANCE**

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

The Employer shall provide a forty thousand \$40,000 term life insurance policy for each employee on the first of the month 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 is substantially equivalent.



## **ARTICLE XXII - 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 \$1200.00 combined maximum benefit per eligible person per benefit year. Class IV has a \$1400.00 maximum life time benefit per eligible person.

### **Section 2 - Carriers**

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

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

## **ARTICLE XXIII - 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.

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

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

## **Section 2 - Carriers**

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

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

## **ARTICLE XXIV - 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. Beginning January 1, 2007, employees will be accorded sixty-four (64) hours of paid personal time after completion of 520 hours of straight-time employment and thereafter on the occurrence of their current benefit date during each calendar year. The intended use of such time is for legitimate purposes as medical (doctor, dentist and short-term illness), business, legal, or other 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 who are unexpectedly absent from work, furnish satisfactory proof that the unexpected absence was for reasonable cause. In cases where the Employer has cause to believe that employees are abusing time off from work provisions, disciplinary action will result.

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 XXV - 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 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 were 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, that are not Medicare eligible, 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 a \$12,000 straight life insurance policy upon commencement of pension benefit payment.

### Miscellaneous Provisions

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

- d) A retiree, who selects the Option C retirement option, will be entitled to medical, dental and optical benefits through the retiree's lifetime. If the retiree decreases during the guaranteed period of Option C, one (1) beneficiary will receive medical, dental and optical coverage for the remainder of the guarantee period after which time all coverage will cease.
- e) The beneficiary of an employee who deceased for non-duty reasons will be entitled to medical, dental and optical coverage if the employee has fifteen 15 years of credited service as determined by the Genesee County Retirement system. This coverage will continue through the beneficiary's lifetime.
- f) An employee who has at least ten (10) years of credited service and who is found eligible by the Genesee County Retirement Commission to retire with a non-duty disability retirement, will be entitled to medical, dental and optical coverage as outlined in Sections a, b, c or d above, except for a Section 25 (c) option or a Section 59 lump sum transfer.
- g) An employee who is found eligible by the Genesee County Retirement Commission to retire with a duty disability retirement, will be entitled to medical, dental and optical coverage as outlined in Sections a, b, c or d above, except for a Section 25 (c) option or a Section 59 lump sum transfer.
- h) In the event an employee dies as a result of an injury or disease arising out of employment with the County and is eligible for duty death benefits as determined by the Genesee County Retirement System, the beneficiary of the employee will be entitled to medical, dental and optical benefits as long as the beneficiary remains eligible under the provisions of the Genesee County Retirement Ordinance.
- i) A retiree who selects the Section 59 lump sum transfer option, will be entitled to medical, dental and optical coverage. 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

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 five percent (5%) of gross earnings depending upon which plan the employee selected. The election of the deferral amount is irrevocable. 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 Beneficiary is otherwise eligible, pursuant to the terms and conditions of the carrier and with the same provisions as described above.

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, that are not Medicare eligible, 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 deceased for non-duty reasons will be entitled to medical, dental and optical coverage as outlined in the paragraph above entitled "Medical Benefits" if the employee has 15 years of credited service.
- (b) An employee who has at least ten (10) years of credited service and who is found eligible to retire with a non-duty disability retirement, will be entitled to medical, dental and optical coverage as outlined in the paragraph above entitled "Medical Benefits". Determination of non-duty disability shall be handled in the same manner as Defined Benefit non-duty disability retirements.
- (c) An employee who is found eligible to retire with a duty disability retirement, will be entitled to medical, dental and optical coverage as outlined in the paragraph above entitled "Medical Benefits".
- (d) In the event an employee dies as a result of an injury or disease arising out of employment with the County and is eligible for duty death benefits, the beneficiary of the employee will be entitled to medical, dental and optical benefits as outlined in the paragraph above entitled "Medical Benefits".

#### Retirement Application

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



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

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

Contributions

After completion of five hundred twenty (520) hours of straight-time employment, the Employer will contribute 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 either three percent (3%) of gross earnings or five percent (5%) of gross earnings depending upon which plan the employee selected. The election of the deferral amount is irrevocable.

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 of service</u>	<u>Percent vested</u>
Two (2) years	25%
Three (3) years	50%
Four (4) years	75%
Five (5) years	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 May 24, 2005) with medical, dental and optical coverage, including any premium co-payments, equivalent to the coverage and premium co-payments which was in effect for the retiree at the time of separation of employment. If such coverage is not available for retirees, the Employer and Union will meet to negotiate an alternative.

Retirees shall also be required to pay for Medicare Supplement Part B.

Retiree dependents who are receiving medical, dental or optical 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 and with the same provisions as described above.

(ii) Employees who retire with at least fifteen (15) years of service but less than twenty-three (23) years, (twenty-five (25) years of credited service for employees hired on or after May 24, 2005) may elect to be provided medical coverage as stated in the above paragraph provided the retiree is at least age sixty (60) and provided the retiree pays the required participant premium contribution (currently 25%) 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 Beneficiary is otherwise eligible, pursuant to the terms and conditions of the carrier and with the same provisions as described above.

Retirees, that are not Medicare eligible, 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 shall receive \$12,000 straight life insurance policy paid by the Employer.

#### Miscellaneous Provisions

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

## Retirement Application

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

## **ARTICLE XXVI - LEAVES OF ABSENCE**

### ***Section 1 - Eligibility***

Leaves of absence are for employees who, in addition to their regular accrued days, require time off from their employment. All such leaves are without pay unless otherwise specified.

### ***Section 2 - Procedures for Requesting Leaves***

Any request for a leave of absence shall be submitted in writing by the employee to the Employer at least twenty (20) working days in advance, except in emergency situations. The request shall state the reason the leave of absence is being requested and the approximate length of time off the employee desires.

### ***Section 3 - Determination in Writing***

Authorization or denial for leave of absence request shall be furnished to the employee in writing by the Employer.

### ***Section 4 - Extension***

Further extension beyond the return date designated may be granted after thorough investigation and upon a finding that extension of time is necessary.

### ***Section 5 - Military Leave***

- a. Any employee shall be granted an unpaid military leave of absence if they are currently employed by the Employer in other than a temporary position and are inducted into the armed forces of the United States, either voluntarily or involuntarily, or a paid military leave of absence if they are called to active service as members of a Reserve Component for the purpose of training for a period of time not to exceed ten (10) working days.

- b. Employees inducted into the Armed Forces of the United States either voluntarily or involuntarily, shall, upon completion of such service, be reinstated to their former position or to a position of like seniority, status and pay providing that the individual does not serve for more than four (4) years plus a one (1) year additional voluntary extension of active duty if this additional service is at the request and for the convenience of the Government (and plus any involuntary service) and further providing that the individual be honorably discharged and be mentally and physically qualified to perform the former position or if he/she is disabled during military service and cannot perform the duties of the former position, the employee may be entitled to the nearest comparable job they are qualified to perform. Application for re-employment must be made within ninety (90) calendar days after completion of military service or from hospitalization continuing after discharge for a period of not more than one (1) year.
- c. Employees who are members of a Reserve Component in the military service and are called to active duty for the purpose of training, shall be entitled to a leave of absence in addition to their annual vacation leave from their respective duties. Employees shall be paid the difference between all military compensation paid to the employee excluding travel allowance for a period of time and their regular wage for the same period of time not to exceed ten (10) working days in any calendar year. To receive such payment, employees must present verification of 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/her military service, and the period between the employee's release from the service and the employee's return to work.
- e. Employees, who are called for a pre-induction physical for the Armed Services, are to be granted pay for the day of the physical. Employees must request personal time or time without pay for time other than the day the physical is actually given or any succeeding physicals that may be required.
- f. Employees on military leave are not eligible to continue insurance coverage except for those individuals who are called to active duty as Reservists as outlined in Section "c".

- g. Employees other than Reservists as outlined in Section "c" who return from military leave shall commence to accrue benefits at the levels they would have received had they not entered service provided they meet all the provisions contained herein. In no case shall employees, other than those outlined in subsection "c" above, continue to accrue benefits while on military leave.

### **Section 6 - 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 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 workday shall return to their regular work station for the remainder of the work day.
- b. Probationary employees shall have their probationary period extended by the length of time they are on jury duty leave. Those employees eligible to receive insurance benefits shall continue to receive those benefits while on jury duty leave. Seniority (reference Article VIII, Section 1) and continuous service for the purpose of benefit accrual rates and benefit accumulation shall continue for an employee who is on an authorized, paid jury duty leave of absence.

### **Section 7 - 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 1) and continuous service for the purpose of benefit accrual rates and benefit accumulation shall continue for an employee who is on an unauthorized, paid court leave of absence.

### **Section 8 - 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.
- d. Employees on such leave shall be required to give the Employer at least ten (10) working days prior notice before such leave will be granted and at least ten (10) working days notice prior to returning to County employment from such leave.
- e. Seniority (reference Article VIII, Section 1) and continuous service for the purpose of benefit accrual rates shall continue for an employee who is on an authorized Union Business leave of absence for the duration of said authorized leave. Employees on such leave will also accumulate retirement credit, statutory requirements permitting, if said employee submits both the Employer and the employee contributions on a monthly basis. Any employee granted a Union business leave of absence shall be entitled to employment at the expiration of said leave, in his/her former classification and Department, seniority permitting.

### **Section 9 - 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 conducted by the Union.
- b. The number of employees on Union Educational Leave will not exceed more than one (1) from any department nor will the number of working days for any one employee exceed ten (10) in any one (1) calendar year.
- c. Seniority (reference Article VIII, Section 1) and continuous service for the purpose of benefit accrual rates shall not continue for an employee on an authorized Union Educational leave of absence except for the first thirty (30) calendar days of such leave. Any employee granted a Union Educational leave of absence shall be entitled to employment at the expiration of said leave, in his/her former classification and Department, seniority permitting.

- d. The Union recognizes the Employer's responsibility to adequately serve the public is of paramount importance. Accordingly, it is necessary that the Employer have adequate notice of such request. Further, the Union agrees that the Employer has the right to request the Union to submit alternate names of employees, if for sufficient reason, the Commissioner believes that a particular employee or employees cannot be released from duty.

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

- a. Leaves of absence without pay may be granted to employees wishing to further their education in a job related field. Such employees shall be eligible to apply for educational leave after having completed 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. Employees will not be eligible for Educational Reimbursement while on Educational Leave.
- d. Seniority (reference Article VIII, Section 1), and continuous service for the purpose of benefit accrual rates shall not continue for an employee on an authorized Educational Leave of Absence except for the first thirty (30) calendar days of such leave. Any employee granted an Educational Leave of Absence shall be entitled to employment at the expiration of said leave, in his/her former classification and department, seniority permitting.

### **Section 11 - 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.

The immediate family for purposes of this section is defined as the employee's current spouse, child, step-child, parent 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 days bereavement leave, with the understanding that in no event will the bereavement leave provided be extended as the result of a minor holiday.

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

- 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 upon approval of their supervisor or department head.
- e. Seniority (reference Article VIII, Section 1) and continuous service for the purpose of benefit accrual rates and benefit accumulation shall continue for an employee who is on an authorized, paid bereavement leave of absence.

### ***Section 12 - Personal Leave***

- a. A personal leave of absence without pay may be granted employees with 520 hours of service by the Commissioner.
- b. Employees will be granted a personal leave only if they have used all their accumulated personal time.
- 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 1), and continuous service for the purpose of benefit accrual rates shall not continue for an employee on an authorized Personal Leave of Absence except for the first thirty (30) calendar days of such leave. Any employee granted a Personal Leave of Absence shall be entitled to employment at the expiration of said leave, in his/her former classification and department, seniority permitting.



- e. The Commissioner 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.

Unless approved by the Commissioner in writing prior to the personal leave, employees shall not be permitted to continue or accept employment elsewhere while on leave. Acceptance of employment or working for another Employer while on such leave shall result in immediate termination of County employment.

### ***Section 13 - Family and Medical Leave***

Employees shall be covered by the Family and Medical Leave Act. In the event a provision of the Act conflicts with a provision of the collective bargaining agreement, the provision which provides the greater benefit shall prevail.

## **ARTICLE XXVII - GENERAL PROVISIONS**

### ***Section 1 - Health and Safety***

The Commission agrees to make all reasonable provisions for the safety and health of its employees during the hours of their employment.

The Union agrees to attempt to instill in each employee, by all reasonable means, the realization of their responsibility to themselves, their fellow employees, and the Commissioner in any prevention of accidents.

Any employee, who observes a condition of work or equipment which they believe to be unsafe, shall report the same immediately to their supervisor who will promptly investigate ~~same~~. If it shall be determined that such condition or equipment is unsafe immediate steps will be taken by the Drain Commissioner to correct the same.

### ***Section 2 - Lunch/Rest Periods***

Lunch periods are one-half (1/2) hour. Employees are not to be paid for this time and may use it as they desire for any purpose not in conflict with work rules. During the recognized lunch period not more than one (1) vehicle shall be parked at or near the same public establishment dispensing food or beverages for public consumption.

In addition, each employee shall be granted two (2) fifteen (15) minute rest periods per day, one (1) during the first half of the shift and one (1) during the second half of the shift. Employees shall not park trucks or equipment at or near public establishments dispensing food or beverages for public consumption during rest periods.

### ***Section 3 - Bulletin Boards***

One-half (1/2) of the bulletin board shall be provided for the use of the employees as agreed between the Union and Management. All notices posted are to be signed by the Steward.

### ***Section 4 - Protective Clothing***

The Employer shall make proper provisions for the safety and the health of all employees and shall furnish without cost to the employee necessary protective clothing, raincoats, boots, hats and equipment, exclusive of uniforms. This equipment if and when supplied must be used by the employee.

### ***Section 5 - Supervisory Employees Performing Bargaining Unit Work***

Supervisory employees shall not ordinarily perform bargaining unit work, and all work which is regular, routine, and normally capable of advance scheduling shall be performed by non-supervisory employees. Supervisory employees may work in emergency situations arising out of unforeseen circumstances, requiring immediate action, may perform in non-repetitive tasks of an occasional nature, and may fill in, in the event of absence until temporary help can be secured, or until a regular employee takes over the job. In all cases where it appears that a considerable amount of work is to be done and no employee is available to do it, the Employer shall make every effort to secure temporary help or call in help before supervisory employees may be permitted to do work other than minor and incidental work. Supervisory employees may perform bargaining work for the purpose of instruction and training of employees and for the purpose of demonstrating new and revised methods and procedures.

### ***Section 6 - Worker's Compensation***

Employees shall report all injuries and illness arising directly from County employment to their supervisor immediately after the accident's occurrence using forms required by the Genesee County Risk Management Office. Commencing on the 8th workday, 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 which, when combined with the statutory 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.

Seniority shall continue to accumulate while an employee is receiving Worker's Compensation benefits. Also, time so spent will be counted as continuous service for benefit accrual purposes only.

Employees shall not be permitted to accept employment elsewhere while on Worker's 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.

Employees shall also be compensated for legitimate short term (seven (7) days or less) occupational injuries or illness in accordance with the provisions contained in Section 6 above. This shall include the date of the injury or illness if the employee needs treatment during regular work hours.

### ***Section 7 - Subcontracting***

The right of contracting or sub-contracting is vested with the Drain Commissioner.

The Drain Commissioner may contract, at his/her sole discretion, any work not normally or routinely performed by bargaining unit members. In addition, the Drain Commissioner may contract any work that the Employer does not have the equipment, processes or means to perform.

However, no less than a total of eight (8) employees shall be budgeted as full time, when work of a nature that has been normally or routinely performed by Drain Commission employees and equipment, is being performed by sub-contractors.

The parties agree that when, due to leaves of absence, winter layoffs, probationary periods, and other reasonable time periods, fewer than eight (8) employees remain actively employed, sub-contracting shall be allowed.

In addition, in emergency situations, when current employees are not available, the Drain Commissioner may employ sub-contractors to perform work on weekends and evenings.

### **Section 8 - Continuation of Benefits**

- a. The Employer agrees to provide a maximum of twelve (12) months hospital/medical insurance coverage for full time employees on authorized disability leave of absence who have at least five (5) full years of continuous service, beginning with the first (1<sup>st</sup>) day of the following month such employee goes on authorized disability leave.

Full time employees who have at least one (1) full year of continuous service but not more than five (5) full years of continuous service shall be provided a maximum of six (6) months of hospital/medical insurance coverage beginning with the first (1<sup>st</sup>) day of the following month such employee goes on authorized disability leave.

- b. The Employer agrees to provide one (1) month's hospital/medical insurance coverage for each full year of continuous service up to a maximum of six (6) months' coverage, for full time employees on layoff status, beginning with the first (1<sup>st</sup>) day of the following month of layoff. Continuation of hospital/medical insurance coverage is contingent upon the laid off employee maintaining eligibility for unemployment benefits.

- c. Full time employees will also be permitted the option of continuing present hospital/medical insurance coverage at their own expense while on authorized Union Business Leave, Educational Leave and Personal Leave, or an unpaid disability leave under the provisions of COBRA, beginning with the first (1<sup>st</sup>) day of the following month such employees go on said authorized leave provided, however, that the employees affected are eligible for such leave status under the agreement. The employee payment of insurance premiums referred to in this subsection must be submitted to the County Human Resources Department in the form of a check or money order by the first (1<sup>st</sup>) day of each month or within the grace period as provided by COBRA or, coverage will cease.

Employees on authorized disability leave or on layoff status who are not eligible for a full twelve (12) months or six (6) months of paid hospital/medical insurance benefits (see paragraph a and b above) will also be permitted the option of continuing their benefits under the provisions of COBRA. The employee payment of insurance premiums referred to in this subsection must be submitted to the County Human Resources Department in the form of a check or money order by the (1<sup>st</sup>) day of each month or within the grace period as provided by COBRA, or coverage will cease.

- d. The above provisions (paragraph a, b, and c above) concerning continuation of hospital/medical insurance coverage shall be applicable to Optical Insurance and Dental Insurance. The employee payment of insurance premiums referred to in this subsection must be submitted to the County Human Resources Department in the form of a check or money order by the first (1<sup>st</sup>) day of each month or within the grace period as provided by COBRA or coverage will cease.
- (e) There shall be no liability whatsoever on the part of the Employer for any insurance premium payment contribution coverage for an employee or employees who are on layoff or leave of absence status other than the provisions set forth in this Section. The Employer will give employees who are on disability leave written notification of the loss of insurance benefits two (2) weeks prior to the loss of insurance benefits.

### **Section 9 - Uniforms/Safety Footwear/Other Items**

Replacement or purchase of uniforms and other items (i.e. coats, boots, overalls, etc.) will be made by receiving authorization from the Drain Maintenance Supervisor. Employees will have a credit of two hundred fifty dollars (\$250) per September 1 to August 31 allowance year. Balances in the account will not carry over to the next allowance year (September 1 to August 31 of the following year).

Uniforms and other approved items will continue to be from a provider(s) selected by the Employer. Colors will continue to be determined by the parties with final approval by the Employer. The Drain Commission logo and employee's name will be on each shirt and outerwear.

Uniforms must be in acceptable condition at the start of each shift. Failure to wear the uniform at work or to maintain uniforms in acceptable condition will result in disciplinary action.

Further, all employees will be provided an additional \$35 credit each September 1 for the purchase of approved safety footwear which will not carry over to the next allowance year. This credit can only be applied toward safety footwear purchases.

Employees must have seven (7) acceptable sets of uniforms. On each allowance credit date, employees must present to the Drain Maintenance Supervisor the appropriate acceptable sets of uniforms. Uniforms not accounted for or in unacceptable condition must be replaced immediately by the employee before credits can be used for other purchases.

Uniform and safety footwear credits have no cash value to the employee.

New employees will be provided with five (5) sets of uniforms and will be afforded the uniform dollar credit in effect at the time of completion of their probationary period. New employees must have the appropriate number of sets of uniforms required by the following September 1 after the completion of their probationary period.

Effective September 1, 2006, the uniform and boot allowance will be combined and increased to a total credit of \$300, subject to the other required provisions of this section. Employees must first use this credit to ensure that they have the required acceptable sets of uniforms. Thereafter, any remaining credit may be applied toward the purchase of approved safety footwear.

Effective September 1, 2008, the combined total credit will be increased to \$350.

### ***Section 10 - Application of Overtime Calculation Resulting from Being Sent Home***

In the application of the provisions of Article XV, Overtime, if an employee is sent home during the regular work day by the Employer due to no fault of the employee, resulting regular hours not worked will not be subtracted from applicable 80 hour totals.

### ***Section 11 - Payroll Shortages and Overpayments***

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

Minor overpayments shall be adjusted in the employee's next check. Employees will be notified in writing when an overpayment of a significant amount has occurred. Employees may make arrangements through the Controller's Office to refund such overpayments through payroll check adjustments over a specified period of time. However, if such arrangements are not requested by the employee and thereafter approved by the Payroll Section of the Controller's Office, the amount owed to the Employer shall be repaid by taking a deduction out of the employee's payroll check(s) up to the statutory 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 12 - Mileage Allowance***

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

### ***Section 13 - Newly Created Positions***

Whenever the Employer establishes a new classification within the collective bargaining unit, the Union shall be notified in writing of the rate of pay assigned to the new classification. The Union shall have fifteen (15) calendar days from receipt of such notification to object in writing to the assigned pay rate for the new classification and to request negotiations concerning this assigned pay rate. Thereafter, the parties shall meet within thirty (30) calendar days to negotiate concerning the assigned pay rate. If the parties are unable to reach agreement, the assigned rate of pay for the new classification will be subject to the Arbitration Procedure set forth in Article V of this Agreement if the Union gives written notification of its intent to arbitrate to the County Human Resources Director within thirty (30) calendar days following the last negotiation meeting of the parties on the subject.

### ***Section 14 - Mandatory Direct Deposit***

Employees hired on or after June 1, 2000 shall be required to participate in direct deposit of their paychecks.

## **ARTICLE XXVIII - UNEMPLOYMENT COMPENSATION**

### ***Section 1 - Michigan Employment Security Act***

Effective January 1, 1979 Genesee County mandatory falls under the Michigan Employment Security Act in accordance with Act No. 277 of the Public Acts of 1979; and is not permitted to maintain its own "equivalent" unemployment compensation system.

## **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's shall not be affected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such Article or Section or portion thereof.

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

In consideration of the foregoing provisions of this Agreement and during the term of this Agreement, the Union agrees that it will not cause or authorize its members to strike, sit down, slow down, or engage in any work stoppage or work limitation. Furthermore, it is understood that no Union officer or representative shall authorize, encourage or assist in any such strike, work stoppage or limitation. The Union further agrees that it and its authorized representatives will actively oppose and discourage any such action on the part of individual employees.



## ARTICLE XXX - TERMINATION

This Agreement shall be effective upon ratification by the Genesee County Board of Commissioners 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 60 calendar days prior to the expiration date that it desires to modify this agreement. In the event that such notice is given negotiations shall begin not later than thirty (30) calendar days prior to the expiration date, in which case this Agreement shall continue in full force and effect until terminated as provided hereinafter.

In the event that either party desires to terminate this Agreement, written notice must be given to the other party not less than sixty (60) calendar days prior to the desired termination date, such notification date shall not be before the expiration date set forth in the preceding paragraph. This agreement may be extended by mutual agreement on a day to day basis after termination.

FOR THE UNION/Date:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

FOR THE EMPLOYER/Date:

\_\_\_\_\_  
\_\_\_\_\_

## LETTER OF AGREEMENT

### ***Seasonal Layoff/Recall***

The parties agree to the following:

1. In the event of a seasonal layoff during the winter months, the Employer will determine the classifications where there is an excess of employees. In those classifications where the Employer has determined that an excess of employees exists, employees who have indicated in writing at least one (1) calendar week prior to the anticipated layoffs, their desire to be laid off, will be given first choice to be laid off by classification, highest seniority first, provided there are employees with lesser seniority in the affected classification being retained that are able to perform the available work. In lieu of higher seniority employees in the affected classification requesting to be laid off, the lowest seniority employees in the affected classification will be laid off providing the employees being retained in the affected classification are able to perform the available work. There will be no liability as a result of layoffs under this Letter of Agreement.
2. In the event of a seasonal layoff during the winter months, the Employer will continue health insurance coverage for employees on seasonal layoff status who meet the requirements of Article XX, beginning with the first day of layoff. Said continuation of health insurance coverage is contingent upon the laid off employee maintaining eligibility for unemployment benefits. For all layoffs other than a seasonal layoff during the winter months and for all benefits other than health insurance coverage, the provisions of Article XXVII, Section 8 shall apply.
3. In the event of a seasonal layoff during the winter months, there shall be no seniority adjustment for retirement benefit eligibility purposes or for layoff and recall purposes only (reference Article VIII, Section 3) for employees on seasonal layoff status.
4. In the event of a seasonal layoff during the winter months, subcontracting of work shall be permitted without adherence to the requirement in Article XXVII, Section 7.

SEIU Local 79  
Seasonal Layoff/Recall

5. In the event of a seasonal layoff during the winter months, the Employer will continue Educational Reimbursement for employees on seasonal layoff status who are otherwise eligible.
6. Employees on seasonal layoff will be recalled as soon as practical, but no later than April 1, of each year.

This agreement is entered into voluntarily by all parties and shall not set a precedent for any other matters now pending or that may arise in the future.

FOR THE UNION/Date

FOR THE EMPLOYER/Date:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

## LETTER OF AGREEMENT

### Supervision & Stand-By

**Whereas**, the parties recognize the need for Heavy Equipment Operators to fill in for the Drain Maintenance Supervisor in the supervisor's absence as indicated in the Heavy Equipment Operator job description, and

**Whereas**, it is recognized that these supervisory responsibilities be clarified, and

**Whereas**, it is recognized that appropriate consideration be provided when the Heavy Equipment Operator is on stand-by replacing the supervisor,

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

#### Supervisory Responsibilities

When the Drain Maintenance Supervisor is absent from work, one Heavy Equipment Operator, at the Employer's discretion, may be assigned to fill in as Supervisor on a rotation basis.

The Heavy Equipment Operator, when assigned by the Employer, will be responsible for performing the supervisory tasks as outlined in the Drain Maintenance Supervisor's job description. However the Heavy Equipment Operator is not to:

- issue formal discipline.
- sign documents that otherwise would require the Supervisor's signature.

In these, or other unique circumstances, the Heavy Equipment Operator is responsible to contact the next appropriate supervisory representative within the Drain Commission. Such appropriate contact will be made known to the Heavy Equipment Operator by the Maintenance Supervisor.

Stand-by

When the Drain Maintenance Supervisor is not available on a weekend, holiday, or other non-scheduled work time, a Heavy Equipment Operator may be placed on stand-by and assigned the beeper to receive and respond to any emergency calls.

The stand-by assignment will be rotated among the Heavy Equipment Operators.

The Heavy Equipment Operator placed on stand-by status shall be required to remain locally ready at all times while on stand-by to receive and respond to such calls as there will be no other back up.

For this responsibility, the Heavy Equipment Operator will be provided one (1) hour of straight-time stand-by compensatory time off for each day (24 hours) on stand-by. An employee will not be allowed to accumulate any more than ten (10) hours of stand-by compensatory time as a result of stand-by status. Stand-by compensatory time off will be scheduled in advance consistent with the Supervisor's approval, who will consider both the wishes of the employee as well as the efficient operation of the Department. In no event will pay be received for any stand-by compensatory time.

If a Heavy Equipment Operator on stand-by is called in, the employee shall receive applicable compensation for hours worked in addition to compensatory stand-by time.

FOR THE UNION/DATE:

FOR THE EMPLOYER/DATE:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

## LETTER OF AGREEMENT

### **Drug and Alcohol Testing Policy**

The Genesee County Board of Commissioners and the Genesee County Drain Commissioner (hereinafter referred to jointly as "Employer") and the Service Employees International Union Local 517M ("Union") hereby agree to establish the Genesee County Drug and Alcohol Testing Disciplinary Policy. Such policy is negotiated with the intention of complying with the Omnibus Transportation Employee Testing Act of 1991, which requires drug and alcohol testing for Commercial Drivers License (CDL) employees.

Drug and Alcohol testing shall be performed under the following circumstances:

1. Pre-employment
2. Pre-placement into unit
3. Post accident
4. Upon reasonable suspicion
5. Random
6. Return to duty and follow-up

Members of the bargaining unit will be included in their own group for testing purposes. Fifty percent (50%) of the bargaining unit shall be tested for drugs on an annual basis. Twenty-five percent (25%) of the bargaining unit shall be tested for alcohol on an annual basis. The Employer reserves the right to select the company which will provide the drug and alcohol tests.

In those instances where an employee is tested positive, the following progressive disciplinary procedure shall apply.

### **ALCOHOL**

- First offense - three (3) day unpaid suspension
- Second offense - five (5) day unpaid suspension and mandatory participation in the Employee Assistance Program (EAP)
- Third offense - discharge

An employee discharged under this procedure may be eligible for re-employment after six (6) months of sobriety if:

- (a) the employee has successfully been recertified for a CDL
- (b) a vacant position exists, and
- (c) the employee continues participation in a rehabilitation program for at least one year after rehire

Refusal to take an alcohol test shall be treated as a third offense.

### **DRUGS**

- First offense - twenty-five (25) work day unpaid suspension, mandatory drug rehabilitation, follow-up testing, and participation in EAP. The employee may not return to work until successfully being recertified for a CDL, unless there is a vacant non CDL position for which the employee is qualified.
- Second offense - discharge

An employee discharged under this procedure may be eligible to return to work after six (6) months only after completing the requirements as set forth for first-time offenders listed above. In order to receive consideration for returning to work the employee must submit a written request to the Drain Commissioner. It is in the Drain Commissioner's sole discretion, which shall not be subject to appeal through the grievance procedure, whether to return an employee to work after having been discharged for a drug offenses.

Refusal to take a drug test shall be treated as a second offense.

Any employee required to undergo a drug or alcohol test may request the presence of a Union representative at any point during the test, except the Union representative shall not be permitted direct access to the production and collection of a sample by an employee. The employee and Union representative shall not lose time or pay as a result of cooperating with the testing procedure.

Rules and Regulations of the Federal Highway Administration and the Department of Transportation, as such relates to drug and alcohol testing of CDL employees, are incorporated herein by reference. Should these rules and regulations be more stringent than this Letter of Agreement, the rules and regulations shall govern.

FOR THE UNION/Date:

FOR THE EMPLOYER/Date:

---

---

---

---

---



Personal Time  
Additional Hours

## LETTER OF AGREEMENT

### **Personal Time; Additional Hours**

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

FOR THE UNION/DATE:

FOR THE EMPLOYER/DATE:

\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_

\_\_\_\_\_  
  
\_\_\_\_\_

## **APPENDIX A**

### **Lump Sum Payment**

A one (1) time \$500 lump sum gross payment, less applicable taxes, not rolled into the base compensation, payable to each bargaining unit member employed on the date a tentative agreement is signed (March 24, 2006).

Employee retirement contributions will not be deducted from this lump sum payment nor will Employer retirement contributions be paid nor will the lump sum be included as retirement earnings.

This payment will be made to active employees, and included in a separate check, within six (6) weeks following the ratification of the contract by the Genesee County Board of Commissioners. Employees that are on a leave of absence at the time of the payment, that are otherwise eligible, will be paid the lump sum payment, by separate check, following their return to work.

**APPENDIX A**  
***WAGES AND CLASSIFICATIONS***