

LABOR AGREEMENT

Between

GENESEE COUNTY (As Defined)

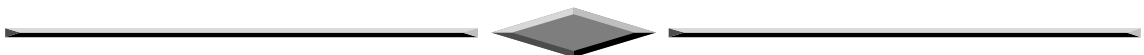
And

LOCAL 214, TEAMSTERS

Representing

**GENESEE COUNTY
PARKS & RECREATION
MAINTENANCE EMPLOYEES**

SEPTEMBER 13, 2005 - DECEMBER 31, 2010



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AGREEMENT

This Agreement entered into, under Act 379, Public Acts of Michigan, as amended between the Genesee County Board of Commissioners and the Parks & Recreation Commission for the County of Genesee, a municipal body corporate of the State of Michigan, hereinafter referred to as the "Employer" and Teamsters Local 214, representing the Park Maintenance Employees, hereinafter referred to as the "Union," expresses all mutually agreed covenants between the parties.

PREAMBLE

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

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

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

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

ARTICLE I - RECOGNITION

Section 1 - Bargaining Unit

Pursuant to and in accordance with all applicable provisions of Act No. 379 of the Public Acts of 1965, as amended, the Employer does hereby recognize the Union as the sole exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of work, and other specified conditions of employment, during the term of this Agreement for those employees of the Employer in a bargaining unit consisting of "All full-time and regular part-time Genesee County Parks and Recreation Maintenance Employees, EXCLUDING: Supervisory Personnel and all other County employees."

Section 2 - Union Membership

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

ARTICLE II - EMPLOYEE, UNION AND EMPLOYER RIGHTS

Section 1 - Public Acts

The Union, as the sole and exclusive bargaining representative of the Employees, shall have the rights granted by Act No. 379 of the Michigan Public Acts of 1965, amended from time to time, and by other applicable Michigan statutes, now or hereafter enacted except as expressly limited by terms of this Agreement.

Section 2 - Employer Rights

The Employer, on its own behalf and on behalf of the public it serves, hereby retains and reserves unto itself, and its designated representatives, when so delegated by it, all powers, rights, duties and responsibilities conferred upon and vested in it by the laws and Constitution of the State of Michigan and the United States. Among the rights of the Employer, included only by way of illustration and not by way of limitation, is the right to determine all matters pertaining to the services to be furnished, and the methods, procedures, means, equipment and machines to provide such service; to determine the size of the work force and to increase and decrease the number of employees retained; to hire new employees; to determine the nature and number of facilities and department 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 III - UNION SECURITY AND DUES DEDUCTION

Section 1 - Membership

Membership in the Union is not compulsory. Regular employees have the right to join, maintain or discontinue their membership in the Union as they see fit. Neither the Employer nor the Union shall exert any pressure upon or discriminate against any employee with regard to such matters. The Union further agrees not to solicit Union membership and not to conduct activities, except as otherwise provided for by the terms of this Agreement, during working hours of the employees or in any manner that may interfere with employees engaged in work.

Section 2 - Union Dues Provisions

During the period of time covered by this Agreement, the Employer agrees to deduct from the wages of any employee, who is a member of the Union, all Union membership dues and initiation fees uniformly required; provided however, that the Union presents to the Employer written authorization properly executed by each employee allowing such deductions and payments to the Union.

Dues and initiation fees will be authorized, levied and certified in accordance with the Constitution and By Laws of the Union. Each employee Union member hereby authorized the Union and the County, without recourse to rely upon and to honor certificates by the Secretary-Treasurer of the Local Union, regarding the amounts to be deducted and the legality of the adopting action specifying such amounts of the Union dues and/or initiation fees. The Employer agrees, during the period of this Agreement to provide this check-off service without charge to the Union.

All employees who are not Union members shall, as a condition of continued employment, pay to the Union, the employee's exclusive collective bargaining representative, an amount of money each month equivalent to the amount of dues uniformly required of members of the Union. For present regular employees, such payments shall commence thirty-one (31) calendar days following the date of execution of this Agreement; and for new employees, the payment shall start thirty-one (31) calendar days following the date of employment.

Monthly agency fees and initial agency fees will be deducted by the Employer and transmitted to the Union as prescribed above for the deduction and transmission of Union dues and initiation fees.

Section 3 - Hold Harmless

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

ARTICLE IV - UNION REPRESENTATION

Section 1 - Stewards

Union employees shall be represented by a Steward, who shall be a regular employee working on the normal shift. The Union may also designate a regular employee as an Alternate Steward. An Alternate Steward's duties shall be the same as those of the Steward when the Steward is absent from work. No one shall be eligible to serve as a Steward or Alternate Steward unless he or she has satisfactorily completed his or her probationary period.

Section 2 - Steward Release

The Steward shall be permitted to leave his/her work station after the expiration of the first hour of his/her shift to investigate and present grievances to the Employer without loss of pay, after specifying to his/her Supervisor the purpose of his/her activity, and recording his/her time on the designated form. The Supervisor shall grant permission forthwith, for the Steward to leave his/her workstation subject to necessary emergency exceptions. The privilege of the Steward leaving his/her work station during working hours without loss of pay is subject to the understanding that his/her time will be devoted to the proper processing of grievances and will not be abused. Upon entering any area of the Parks Commission in fulfillment of his/her duties, the Steward shall notify the Supervisor of their presence and purpose.

Section 3 - Identification of Union Representatives

The Union will furnish the Employer with the names of its authorized representatives, 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 4 - Bargaining Committee

Employees will be represented by a bargaining committee of no more than two (2) regular employees. During regular working hours the bargaining committee will not lose pay for time spent in contract negotiations.

ARTICLE V - SPECIAL CONFERENCES

Section 1 - Procedure

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

Special conferences for important matters, not normally subject to the grievance procedure will be arranged by the Steward and the Human Resources Director or their designated representatives upon the request of either party.

Section 2 - Representation

Such meetings shall be between not more than two (2) representatives of the Employer and not more than two (2) representatives of the local Union.

Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in special conference shall be confined to those included in the agenda.

Conferences shall be held between the hours of 9:00 a.m. and 4:00 p.m. and limited to one (1) hour duration. The members of the Union shall not lose pay for time lost in such special conferences.

Section 3 - Scheduling

Special conferences shall be scheduled within fourteen (14) calendar days after the request is made unless otherwise agreed.

ARTICLE VI - GRIEVANCE PROCEDURE

Section 1 - Grievance Definition

A grievance under the terms of this Agreement is defined as a specific complaint or dispute regarding conditions of employment. Any grievance settlement shall be reduced to writing and signed by all parties.

Section 2 - Understanding

An employee having a grievance shall present it to the Employer with the following understanding:

- a. The Employer and the Union agree that it is 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 procedures herein provided.

Section 3 - Processing

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

Section 4 - Grievance Procedure

The Steward must present a grievance in writing within ten (10) working days after its occurrence in order to be a proper matter for the grievance procedure.

Step I

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

Step II

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

Step III

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

Step IV

If the grievance is not satisfactorily resolved in Steps I, II, or III above, written notification will be given by the Union to the Genesee County Human Resources Director within ten (10) working days after the Department Head's answer is due. The Human Resources Director will then schedule a meeting or meetings at a mutually agreeable time to be attended by two (2) representatives of the Union and two (2) representatives of the Employer within ten (10) working days after such notification. Not more than one (1) of the above mentioned representatives of either party shall have had any prior involvement in the bargaining of the grievance under appeal. If the matter is resolved by the parties at the Appeal Step, the disposition shall be reduced to writing and signed by all representatives with copies sent to the Employer and 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 V - Arbitration

- a. The Union may request arbitration on any grievance unresolved at the Appeal Step within eighty (80) calendar days after the date of the Union's receipt of the Employer's final answer on the grievance.
- b. All such requests shall be in writing by registered or certified mail, addressed to the Human Resources Director and shall state the precise issue to be decided and any specific portions of the Agreement which are claimed to be violated. If not so requested within said twenty (20) calendar day period, the matter shall be considered withdrawn.
- c. Not more than one (1) grievance or dispute may be submitted in one (1) arbitration proceeding except by mutual agreement of the parties.
- d. If the parties are utilizing a mutually agreeable list of arbitrators, Human Resources will advise the Teamster servicing representative the name of the assigned arbitrator. The Teamster servicing representative must notify the arbitrator no later than ninety (90) calendar days after the arbitrator is assigned by Human Resources. Failure to notify the arbitrator within ninety (90) calendar days shall cause the grievance to be withdrawn and the file closed.

If the parties are not utilizing a mutually agreeable list of arbitrators, the Teamster servicing representative may submit the matter to the Federal Mediation Conciliation Service (FMCS) asking for selection of an Arbitrator in accordance with its voluntary Labor Arbitration Rules. Within ninety (90) calendar days of requested arbitration to the Human Resources Director, the Teamster servicing representative must notify the Federal Mediation Conciliation Service (FMCS) to request a list of seven (7) arbitrators. Failure to notify FMCS within ninety (90) calendar days of requested arbitration shall cause the grievance to be withdrawn and the file closed. If an Arbitrator is not mutually agreed to by the parties from such list, the parties shall alternately strike names from the list until one name remains. The Union shall have the first strike.

- e. After designation of the Arbitrator, a hearing shall be held as soon as practical and the Arbitrator shall issue an Opinion and Award, both in accordance with said Rules. The Arbitrator's decision shall be final and binding on the parties and the employee(s) involved.
- f. 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 parties incurring them.
- g. The Arbitrator shall have no power to add to, subtract from, or modify any of the terms of this Agreement, nor to make any recommendations with respect thereto. Neither shall he/she have power to establish or modify any classification or wage plan, to rule on any claim arising under an Insurance Policy or Retirement Claim or dispute, or to issue a ruling, which modifies or conflicts with any Statute or Ordinance.

Section 5 - Veterans' Preference Claims

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

ARTICLE VII - DISCIPLINARY PROCEDURES

Section 1 - Guidelines

Disciplinary action taken by the Employer will be dependent upon the nature and seriousness of the offense or infraction. 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 and demotions. The employee and the Steward 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 prior infractions, which occurred more than two (2) years previously, nor impose disciplinary action for errors or mistakes on his/her employment application, unless 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 and the Steward consider any disciplinary action improper the matter shall be processed through the regular grievance procedure.

Section 2 - Counseling Memorandums

The Employer may utilize verbal counseling in cases not justifying disciplinary action. The written record of verbal counseling shall be identified as a counseling memorandum, and shall be tendered the employee and shall be entered in the employee's personnel file. Counseling memorandums shall not be construed as disciplinary action. In imposing disciplinary action on a current charge, the Employer will not take into account any counseling memorandums, which existed more than two (2) years previously.

Section 3 - Work Rule Changes

The Employer reserves the right to establish and change from time-to-time reasonable work rules governing the conduct of its employees and to determine disciplinary action subject to Section I above, for violation of such rules. The Union shall have twenty-one (21) calendar days to grieve the reasonableness of any such rules after a copy is received by the Local President. Any grievance challenging the reasonableness of a rule shall be initiated at Step III of the Grievance Procedure.

ARTICLE VIII - SENIORITY

Section 1 - Probationary Period

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

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 - Seniority by Classification

Seniority shall be on a classification basis within the Genesee County Parks and Recreation Commission. When employees acquire seniority, their names shall be placed on the appropriate seniority list by classification in the order of seniority. Any seniority date, thus established, is primarily for layoff and recall purposes and may or may not be identical to the employee's anniversary date or date of continuous service dependent upon attendant circumstances.

Section 4 - Loss of Seniority

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

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

Section 5 - Seniority List

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.

The Human Resources Department will keep the seniority lists up-to-date at all times and will provide the Union upon request up-to-date copies at least every six (6) months.

Section 6 - Classification of Employment

Regular Full-Time:

An employee working in a regularly funded position, eighty (80) hours per biweekly pay period. These employees are entitled to all fringe benefits accruing to Genesee County employees; i.e., vacation leave, personal time, insurance, overtime, pay, etc.

Part-Time Employees:

An employee working on a regular basis in a specific position normally budgeted for less than eighty (80) hours in a biweekly pay period for a twelve (12) month period. These employees are entitled to fringe benefits on a pro-rata basis dependent upon hours worked.

Seasonal Employee:

Seasonal employees are those employees hired for a specific period of time generally less than twelve (12) months to perform a specific function or complete a special project of a non-recurring nature. Seasonal employees may also be used during peak work periods when additional staff is necessary. The provisions of this contract do not cover seasonal employees.

Section 7 - Steward Seniority

Notwithstanding his/her position on the seniority list, the Steward shall in the event of a layoff of any type, be continued at work as long as there is a job in his/her classification, which they are capable of performing and shall be recalled to work in the event of a layoff on the first open job classification in his/her bargaining unit which they are capable of performing.

ARTICLE IX - LAYOFF AND RECALL

Section 1 - Definition of Layoff

The word "layoff" means a reduction in the working force.

Section 2 - Layoff Procedure

The Employer will then determine the classification(s) being reduced.

When there is a reduction in the work force, part-time employees, then probationary employees within the unit will be laid off in that order provided the employee retained can perform the available work.

Thereafter, in application of this Section, employees in higher rated classifications will filter downward within the department in line with their total accumulated seniority in the Parks and Recreation Commission into equal or lower rated bargaining unit classifications, provided they can perform the available work, but in no event will employees in lower rated classifications filter upward to positions in higher rated classifications.

Section 3 - Notification of Layoff

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

Section 4 - Recall

- a. When the bargaining unit work force is to be increased after a layoff, employees on layoff status (or in a reduced status in another classification) will be recalled according to seniority in the reverse order of the layoff providing the employee being recalled is capable of performing the available work. In addition, when there are employees on layoff status in the bargaining unit within the Employer, they will be returned to any available job they are capable of performing prior to new employees being hired, providing that the available position is equal or lower rated than the position previously held and does not abridge the rights of any other employees of the Employer.
- 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 seven (7) working days from the date of recall notification to return to work, upon making written request specifying the date of return to the Human Resources Department.

ARTICLE X - PROMOTIONS

Section 1 - Factors Governing Promotions

All promotions of bargaining unit employees to permanent vacancies in higher paid classifications within the bargaining unit shall be based on the following factors:

- a. Knowledge, training and ability to do the work.

- b. Attendance records and performance evaluations.
- c. Ability to perform the essential functions of the job either with or without reasonable accommodation.
- d. Where general factors above are equal, employees with the longest seniority may be given preference.

Section 2 - Posting Period

Promotional vacancies of a permanent nature will be posted initially in a conspicuous place in the work area for ten (10) calendar days.

Section 3 - Request for Promotion

The Employer will not be obligated to consider a request for promotion from an employee or Steward in the employee's absence unless he/she submits his/her request during the posted period in writing.

Section 4 - Trial Period Length

The employee who is promoted may be granted up to a sixty (60) calendar day trial period to prove his/her ability.

Section 5 - Trial Period Return to Former Position

During the trial period the employee may revert to his/her former classification and former rate of pay. During the trial period, if the employee is unsatisfactory in the new position, he/she may be returned to his/her 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.

ARTICLE XI - LEAVES OF ABSENCE

Section 1 - Procedure for Requesting Leaves

A leave of absence, as provided in this Article, is a written authorized absence from work granted by the Employer. Such requests for a leave of absence shall be submitted in writing by the employee to the Department Head at least ten (10) working days in advance, except in emergency situations. The request shall state the reason for the leave of absence and the exact date on which the leave begins and the exact date on which the employee is to return to work.

Authorization or denial for a leave of absence request shall be furnished to the employee in writing by the Employer. Additional requirements for specific leaves are included in the following Sections dealing with that specific leave.

Failure to return to work on the date scheduled shall be cause for termination subject to the provisions of Article VIII, Section 4. A further extension beyond the return date designated on the original leave of absence may be granted, provided written application for such extension, containing the reason for the extension and the exact revised date on which the employee is to return to work, is made at least ten (10) calendar days prior to the expiration date of the original leave of absence except in those instances where it is not possible to meet the ten (10) calendar day requirement; and such extension is approved by the Department Head. The Department Head shall furnish approval or denial in writing to the employee. Prior to the approval or denial a through investigation shall be conducted wherever possible.

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

Section 2 - Military Leave

- a. Any employee shall be granted an unpaid military leave of absence if they are currently employed by the Employer in other than a temporary position and are inducted into the Armed Forces of the United States, either voluntarily or involuntarily. Any employee shall be granted a paid military leave of absence, if they are currently employed by the Employer in other than a temporary position and 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 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 monies received during this training. Any additional time that an employee may be required to attend military meetings will not be compensated by the Employer, nor will the employee receive any benefits other than insurance benefits for additional time required to be taken under this section.
- d. An employee shall not lose seniority while on military leave either as a Reservist or in regular service if provisions in the above Sections are met. The time counted in computing seniority shall include employment with the Employer prior to induction into the military service, a reasonable period between leaving his/her job and entering military service, not to exceed thirty (30) calendar days, the entire period of his/her military service, and the period between his/her release from the service, and his/her return to work.
- e. Employees who are called for a pre-induction physical for the Armed Services are to be granted pay for the day of the physical. Employees must request personal time or time without pay for time other than the day the physical is actually given or any succeeding physicals that may be required.
- f. Employees on military leave are not eligible to continue insurance coverage except for those individuals who are called to active duty as Reservists as outlined in Section c.
- g. Employees other than Reservists as outlined in Section c who return from military leave shall commence to accrue benefits at the levels they would have received had they not entered service provided they meet all the provisions contained herein. In no case shall employees, other than those outlined in Sub-section c above, continue to accrue benefits while on military leave.

Section 3 - Jury Duty Leave

- a. Any employee other than a temporary employee shall be granted a leave of absence with pay when they are required to report for jury duty. The employee shall give the Employer prior notification of their jury duty if at all possible. Employees shall be paid the difference between any jury duty compensations they receive and their regular wages for time necessarily spent in jury service. 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 workstation for the remainder of the workday.

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

Section 4 - Court Leave

- a. Any employee, other than a temporary employee, required by the Board of Commissioners or any public agency having the power to subpoena to appear before a court of 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 shall continue for an employee who is on an authorized, paid court leave of absence.

Section 5 - Union Educational Leave

- a. Leave of absence without pay shall be granted to any employee with one (1) year (2080 straight time hours) or more of service, who is elected or selected by the Union to attend educational classes or conventions conducted by the Union.
- b. The number of employees on Union Educational Leave will not exceed more than one (1) nor will the number of working days for any one employee exceed twenty (20) in any one (1) calendar year.
- c. Seniority (reference Article VIII, Section 1) and continuous service for the purpose of benefit accrual rates shall continue for an employee on an authorized Union Educational Leave of absence for the first twenty (20) calendar days of such leave in each calendar year.

Section 6 - Union Business Leave

- a. Leave of absence without pay shall be granted to any employee elected to any Union office or selected by the Union to do work which takes them from employment with the Employer. Such employees shall be eligible after having completed one (1) year (2080 straight hours) of service.

- b. Such leave shall not exceed three (3) years or the term of office whichever is shorter. However, this leave may be extended by mutual agreement of both parties.
- c. Employees on such leave shall be required to give the Employer at least ten (10) working days prior notice before such leave will be granted and at least ten (10) working days notice prior to returning to County employment from such leave.
- d. Seniority (reference Article VIII, Section 1) and continuous service for the purpose of benefit accrual rates shall continue for an employee on an authorized 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 employee contributions on a monthly basis. Any employee granted a Union Business Leave of Absence shall be entitled to re-employment at the expiration of said leave, in his/her former classification and department, seniority permitting.

Section 7 - Bereavement Leave

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

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

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

bereavement leave can be adjusted to encompass any four (4) consecutive scheduled work days in conjunction with the funeral or memorial service provided that the employee attends the funeral or memorial service.

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

- 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 days upon approval of their Supervisor or Department Head.
- e. Seniority (reference Article VIII, Section 1) and continuous service for the purpose of benefit accrual rates shall continue for an employee who is on an authorized, paid Bereavement Leave of Absence.

Section 8 - Educational Leave

- a. Leaves of absence without pay may be granted to employees wishing to further their education in a job-related field. Such employees shall be eligible to apply for Educational Leave after having completed one (1) year (2080 straight time hours) of service.
- b. Educational Leave may be granted for a maximum of two (2) years. This leave may be extended by mutual agreement of both parties.
- c. Employees will not be eligible for educational reimbursement while on Educational Leave.
- d. Seniority (reference Article 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 re-employment at the expiration of said leave, in his/her former classification and department, seniority permitting.

Section 9 - Personal Leave

- a. A Personal Leave of Absence without pay may be granted employees with one (1) year (2080 straight time hours) or more of service by the Department Head.
- 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.

- 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 retain recall rights in his/her former classification and department, seniority permitting.
- e. The Department Head in considering requests for Personal Leave will take into consideration the nature of the reason for the request. Priority among those applying shall be given to those employees requesting Personal Leave for family illness or emergency type situations.

ARTICLE XII- LONGEVITY COMPENSATION

Section 1 – Compensation

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 is not related to the length of time served in a particular classification, office or department.

Continuous Service includes authorized leaves of absence or layoff, which do not exceed one (1) year. However, the time off will be subtracted in computing the length of eligible increment time. Separation due to resignation or dismissal constitutes a break in continuous service.

Section 3 - Longevity Increments

For employees hired by the County 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 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 XIII - HOURS OF WORK AND PREMIUM HOURS

Section 1 - Work Period

The normal work period consists of eighty (80) hours per biweekly pay period.

Section 2 - Breaks/Lunch

Employees are allowed two (2) fifteen (15) minute breaks per day, one during the first four (4) hours of the work shift and one during the second four (4) hours of the work shift, and a lunch break not to exceed one (1) hour. These breaks are to be taken at a time scheduled by the Employer to allow for the continuous and effective operation of the department. Breaks are non-cumulative and may not be taken in conjunction with starting and ending times of the workday or in conjunction with the lunch break.

Section 3 - Premium Hours

Time and one-half (1 1/2) will be paid under the following conditions:

- a. Daily: All authorized work performed in excess of eight (8) hours in any twenty-four (24) hour period.
- b. Periodically: All authorized work performed in excess of forty (40) hours per workweek. A workweek begins at 12:01 a.m. Saturday and ends at 12:00 a.m. the following Friday.

Section 4 - Notice of Schedule Change

Except for emergency situations and situations which arise from circumstances beyond supervisor's control, scheduling will be done on a monthly basis and supervisors will not change shifts of employees without fourteen (14) calendar days notice, unless otherwise mutually agreed upon by the Employer and employee.

Section 5 - Shift Premium

- a. A night shift premium of six percent (6%) will be paid to those employees assigned to the second shift and an eight percent (8%) premium will be paid to those employees assigned to the third shift.
- b. For purposes of this Section the term "second shift" shall mean any shift with a scheduled starting time of on or after 4:00 p.m. and before 12:00 a.m., and the term "third shift" shall mean any shift with a scheduled starting time of on or after 12:00 a.m. and before 8:00 a.m.
- c. Employees scheduled to work second shift and work at least four (4) hours on second shift shall receive second shift premium pay for all hours worked during a twenty-four (24) hour period starting with the first hour worked on second shift. Employees scheduled to work third shift and work at least four (4) hours on third shift shall receive third shift premium pay for all hours worked during a twenty-four (24) hour period starting with the first hour worked on third shift.

Section 6 - Compensatory Time

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

employment an employee shall be compensated in wages for all unused accumulated compensatory time consistent with the Fair Labor Standards Act.

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

ARTICLE XIV - HOLIDAYS

Section 1 - Holiday Schedule

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

New Years Day	
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'

A floating holiday will be scheduled 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.

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

Section 3 - Holidays Falling on Saturday or Sunday

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

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

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

Section 4 - Non-Worked Hours Holiday Pay

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

Section 5 - Worked Hours Holiday Pay

Those Employees required to work a designated major holiday i.e., (New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day) shall be paid eight (8) hours holiday plus one and one-half (1 1/2) times their regular hourly rate for each hour worked.

Those employees required to work on the remaining holidays listed above shall be paid eight (8) hours holiday pay plus their regular hourly rate for each hour worked for the first eight (8) hours and overtime, in accordance with the terms of the existing contractual provisions for hours over eight (8).

Section 6 - Computing Overtime Pay - Holiday Pay Impact

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

Section 7 - Holiday During Vacation Impact

As a general practice, the Parks and Recreation Commission will not schedule bargaining unit employees to work on major or minor holidays between (but not including) Labor Day and Memorial Day unless it is determined by supervision that there is a need for bargaining unit employees to be on duty to perform bargaining unit work.

ARTICLE XV - VACATIONS

Section 1 - Eligibility/Requests

Vacation leave can be used only after the employee has completed 1040 straight time hours of employment. The employee will then be credited with 45 hours of vacation leave. Use of vacation leave can only be scheduled with the Department Head's approval who will consider the employee's request as well as the efficient operation of the department. Vacation leave accumulation with maximum accumulations is outlined in the following table:

<u>Years of service (full-time)</u>	<u>Rate of accumulation (per 208 straight time hours worked)</u>	<u>Maximum Accumulation</u>
first 5 years	9 hours	135 hours
completion of 5 years	13 hours	195 hours
completion of 10 years	17 hours	255 hours
completion of 15 years	20 hours	300 hours

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

Section 2 - Pay Rate

Vacation leave pay shall be paid at the current rate of pay of the employee excluding shift premium, but including any increase in the wage rate due to longevity or step up.

Section 3 - Vacation Accrual

Vacation leave will not accumulate during the period of time an employee is absent from work without pay including disability leave, workers compensation or any unpaid leave of absence.

Section 4 - Termination of Employment

Upon termination of employment, an employee will be compensated for all unused vacation leave at their last rate of pay excluding shift premium.

Section 5 - No Substitution for Vacation Leave

Salary may not be substituted for vacation leave while the employee is employed by Genesee County except as provided in Section 11 below. It is understood that no employee will jeopardize accumulated vacation leave due to the Employer's failure to grant vacation leave.

Section 6 - Preference to Seniority

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

Section 7 - Illness During Vacation

An employee, who becomes ill while on vacation leave and is under the care of a physician or recognized practitioner and utilizes personal time or the County disability insurance plan, will not be required to utilize a previously scheduled vacation during this period of time.

Section 8 - Holiday During Approved Vacation Leave

When a holiday falls during an approved vacation leave, an employee will not be required to utilize a vacation leave day for the recognized date of the holiday.

Section 9 - Advance Vacation Check Request

A vacation advance check not to exceed a two week period may be issued to an employee upon request prior to the approved vacation. Such requests must be in writing and submitted to the employee's supervisor prior to the starting date of the vacation leave so that it will be received in payroll three (3) weeks prior to the first date of the vacation.

Section 10 - Vacation Rescheduling

A vacation may not be waived by an 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 XVI – LIFE INSURANCE COVERAGE

Section 1 - Active Employees

Bargaining unit employees are eligible for \$40,000 term life insurance policy on the first day of the month immediately following the completion of 520 hours of straight time employment.

Effective October 1, 2005, the \$40,000 term life insurance policy will be increased to \$50,000.

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 XVII - DISABILITY INSURANCE COVERAGE

Section 1 - Benefit Limits

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

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

Short-term disability benefits commence after completion of a seven (7) calendar day waiting period. Effective October 1, 2005, short-term disability benefits commence after completion of a fourteen (14) calendar day waiting period. Eligible employees receive sixty (60%) percent of the employee's regular weekly wage rate up to a maximum of \$530.00 per week, for up to twenty-six (26) weeks. Employees may be required to exhaust accumulated personal time prior to going without pay if the disability leave is also a qualified FMLA leave. However, upon request, the employee may reserve twenty-eight (28) personal time hours, or their then current amount of accumulated personal time, whichever is less. Accumulated personal and/or vacation time may be used at the request of the employee.

Long-term disability benefits commence after twenty-six (26) weeks, or upon proper certification of a permanent disability, whichever comes first. Eligible employees receive a monthly allowance of sixty percent (60%) of the employee's regular monthly wage rate up to a maximum of \$2100.00 per month.

Section 2 - Application for Benefits

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

An employee on disability leave may apply for an extension of the leave by contacting Human Resources and his/her department, the same date the employee is seen by the health care provider, if possible, or by 8:30 a.m. on the next business day following the appointment. Written certification from the health care provider must be delivered to Human Resources within three (3) business days of the appointment.

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

Section 3 - Seniority During Disability Leave

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

Section 4 - Return From Disability Leave

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

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

Section 5 - Administration

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

Depending upon the circumstances of the investigation or examination, employees may be subject to disciplinary action.

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 is substantially equivalent.

ARTICLE XVIII - WORKER'S COMPENSATION

Section 1 - Reporting and Payments

Employees shall report all injuries and illnesses arising directly from County employment to their supervisor as soon as possible after the accident occurrence using forms required by the Genesee County Risk Management Office. Commencing on the eighth (8th) calendar day, if the injury is deemed compensable, the employee will receive the State mandated payments in accordance with statutory compensation levels.

In addition, any employee with 520 hours of service sustaining an occupational illness or injury shall be entitled to an amount, when combined with the statutorily required compensation will give the employee a total combined benefit of eighty percent (80%) of their then current gross regular straight time pay (including longevity), plus continuation of hospital/medical insurance benefits, optical insurance, dental insurance and life insurance benefits. Such supplemental payments will be paid in periodic installments at intervals of not more than thirty (30) calendar days beginning with the initial payment received by the employee under Worker's Disability compensation provisions and ending no later than twenty-four (24) months thereafter. The employee shall be entitled to a

maximum of twenty-four (24) months of supplemental payments for the same disability, regardless of any intervening periods of employment. In addition, the rate of pay used to determine the supplemental rate of pay shall be the rate used by the State in determining the Worker's Compensation payment. In the event the employee's claim, disputed or undisputed, is resolved by informal compromise settlement, grievance or arbitration settlement, redemption or any other term used to describe such payment, said payment shall be considered to include any accrued and future supplemental benefits. In addition, employees will not be entitled to receive both the County supplemental payment and a supplemental payment from the County's auto insurance carrier, if applicable. Accordingly, employees will be given the option of claiming one (1) of the above two (2) supplemental payments, but under no condition will they be eligible to receive both.

Section 2 - Seniority/Continuous Service

Seniority shall continue to accumulate while employees are receiving Worker's Disability Compensation benefits, and time so spent will be counted as continuous service for benefit accrual rate purposes only

Section 3 - Short-Term Compensation

Employees shall also be compensated at 80% of their then current gross regular straight time pay (including longevity) for legitimate short-term (seven (7) days or less) occupational injuries or illness in accordance with the provisions contained in Section 1 of this Article. This shall include the date of the injury or illness if the employee needs treatment during regular work hours.

Section 4 - Outside Employment

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

ARTICLE XIX - HEALTH INSURANCE

Section 1 - Employees Hired Prior to November 1, 2000

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

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

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

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

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

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

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

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

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

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

Section 5 - Prescription Drugs

Effective December 1, 2005, prescription drug coverage shall include an employee co-pay of five dollars (\$5) for generic drugs, fifteen dollars (\$15) for preferred formulary drugs and twenty-five dollars (\$25) for brand name drugs, per prescription. There is no reimbursement to the employee if no generic or preferred formulary equivalent is manufactured.

Section 6 - Dual Coverage

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

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

Section 7 - Health Insurance Reimbursement

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

provided of the employee's election to commence coverage as otherwise provided in this section.

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

Thereafter, each full six (6) month period (June through November and December through May) the employee goes without the County provided coverage, the employee will be paid a lump sum gross amount of ~~\$750.00~~ \$1000.00 (in December or June as appropriate), provided that during the six (6) month period the employee would otherwise have been eligible for County paid coverage, had the employee been receiving County paid coverage and the "Opt-Out" payment is not more than the hospital/medical and prescription drug premiums would have been during the same period.

The June 2005 payment is \$750.00.

This lump sum amount shall be considered as taxable wages.

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

An employee who is participating in the "Opt-Out" provision who separates employment prior to completion or 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 XX - DENTAL BENEFITS

Section 1 - Benefits

Dental benefits shall be provided on the first day of the month immediately following the completion of 2080 hours of straight-time employment, at no cost to the employee. Employees shall also have the option of electing such coverage on the first day of the month immediately following the completion of 520 hours of straight-time employment, provided said employees pay the premiums through payroll deduction, until eligible for Employer paid coverage.

Current dental benefits include: Class I - diagnostic and preventive - 100%; Class II - restorative - 75%; Class III - prosthodontic - 50%; and Class IV - orthodontics - 50%. Class I, Class II, and Class III have a \$1,000 combined maximum per person per benefit year. Class IV has a \$1,200 maximum life time benefit per eligible person up to age nineteen (19).

Section 2 - Carriers

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

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

ARTICLE XXI - 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 December 1, 2005, benefits are available every twenty-four (24) months for employees, spouses and eligible dependents, ages 19-25. Dependents under age 19 are eligible for benefits every twelve (12) months. There is a \$5.00 co-pay per person for examinations and a \$7.50 co-pay per person for lenses, frames and/or contact lenses. Maximum payments to participating providers after co-pays:

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

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

Section 2 - Carriers

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

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

ARTICLE XXII - PAID PERSONAL TIME

Employees initially are accorded fifty-six (56) hours of paid personal time after completion of 520 hours of straight-time employment and thereafter on the occurrence of their current benefit date during each calendar year. The intended use of such time is for legitimate purposes as medical (doctor, dentist and short term illness), business, legal, or other personal matters. Approval must be obtained from the department prior to utilizing personal time on the standard Request for Time Off form, except in emergency situations. In cases where multiple requests for personal time are received from employees, which cannot be granted due to efficiency of operations and/or staffing requirements, the department will honor said requests on a first come-first served basis, unless said requests are received on the same date, in which case seniority shall prevail. If not utilized, personal time will accumulate indefinitely and have no monetary value upon separation from employment with Genesee County for whatever reason.

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

It is not the intent of the Employer to make the Defined Contribution Plan (New Plan) mandatory for any employees hired prior to July 1, 1996, at this time, or at any time in the future.

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 prior to July 1, 1996 shall be 2.4 for the first 25 years and 1.0 for each year thereafter. The retirement allowance factor for employees who retire on or after July 1, 1996 shall be 2.4 for all years of credited service. The maximum portion of the retirement allowance financed by the Employer shall not exceed seventy five percent (75%) of the employee's final average compensation.

Retirement Eligibility

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

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

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

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

Final Average Compensation

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

Employee Contribution Rate

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

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

Other Governmental/Military Service

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

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 service; and the limitations as set out in Section 13 of this same law regarding receipt of credited service for military service performed subsequent to June 1, 1980, and the five (5) year maximum purchase limitation with respect to such service, shall not apply.

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

Pop-Up Option

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

Cost of Living

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

Medical Benefits

Upon commencement of retirement benefit payments, the Employer shall provide retirees, spouses and dependants with medical, dental and optical coverage, including any premium co-payments, equivalent to the coverage and premium co-payments which was in effect for the retiree at the time of separation of employment. If such coverage is not available for retirees, the Employer and Union will meet to negotiate an alternative.

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

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

Life Insurance

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

Miscellaneous Provisions

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

- d) A retiree, who selects the Option C retirement option, will be entitled to medical, dental and optical benefits through the retiree's lifetime (100% of the coverage paid by the Employer). If the retiree deceases during the guaranteed period of Option C, one (1) beneficiary will receive medical, dental and optical coverage (100% of the coverage paid by the Employer) for the remainder of the guarantee period after which time all coverage will cease.
- e) The beneficiary of an employee who deceases for non-duty reasons will be entitled to medical, dental and optical coverage (100% of the coverage paid by the Employer) if the employee has fifteen 15 years of credited service as determined by the Genesee County Retirement system. This coverage will continue through the beneficiary's lifetime.
- f) An employee, who has at least ten (10) years of credited service and who is found eligible by the Genesee County Retirement Commission to retire with a non-duty disability retirement, will be entitled to medical, dental and optical coverage as outlined in Sections a, b, c or d above, except for a Section 25 (c) option or a Section 59 lump sum transfer.
- g) An employee who is found eligible by the Genesee County Retirement Commission to retire with a duty disability retirement, will be entitled to medical, dental and optical coverage as outlined in Sections a, b, c or d above, except for a Section 25 (c) option or a Section 59 lump sum transfer.
- h) In the event an employee dies as a result of an injury or disease arising out of employment with the County and is eligible for duty death benefits as determined by the Genesee County Retirement System, the beneficiary of the employee will be entitled to medical, dental, and optical benefits (100% of the coverage paid by the Employer) as long as the beneficiary remains eligible under the provisions of the Genesee County Retirement Ordinance.
- i) A retiree who selects the Section 59 lump sum transfer option, will be entitled to medical, dental and optical coverage. Retiree dependents that are receiving medical, dental and optical coverage under this provision shall continue to receive such coverage upon death of the retiree as long as the beneficiary is otherwise eligible.

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

Retirement benefits for the existing Genesee County 401(a) Defined Contribution Plan (DC Plan) are governed by the applicable provisions of the Genesee County Retirement Ordinance and amendments thereto, together with the applicable IRS Rules, Genesee County Board Resolutions, Plan Documents, the rules of the Plan Administrator and governing law.

Contributions

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

Medical Benefits

The Employer shall provide retirees, spouse and dependents with medical, dental and optical coverage, including any premium co-payments, equivalent to the coverage and premium co-payments which was in effect for the retiree at the time of separation of employment. If such coverage is not available for retirees, the Employer and Union will meet to negotiate an alternative.

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

Retiree dependents, who are receiving medical, dental or optical benefits under this provision, shall continue to receive such benefits upon death of the retiree as long as the Beneficiary is otherwise eligible, pursuant to the terms and conditions of the carrier. Such benefits shall be provided as follows:

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

Life Insurance

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

Miscellaneous Provisions

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

Retirement Application

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

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

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

Contributions

After completion of five hundred twenty (520) hours of straight-time employment, the Employer will contribute an amount equal to ten percent (10%) of the employee's gross earnings each pay period into the employee's personal DC Plan retirement account. After completion of five hundred twenty (520) hours of straight-time employment, the employee shall have the option of contributing an amount equal to either three percent (3%) of gross earnings or five percent (5%) of gross earnings depending upon which plan the employee chooses.

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, spouse and dependents with at least twenty-three (23) years of credited service, (twenty-five (25) years of credited service for employees hired on or after May 24, 2005) with medical, dental and optical coverage, including any premium co-payments, equivalent to the coverage and premium co-payments which was in effect for the retiree at the time of separation of employment. If such coverage is not available for retirees, the Employer and Union will meet to negotiate an alternative.

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

Retiree dependents, who are receiving medical, dental or optical benefits under this provision, shall continue to receive such benefits upon death of the retiree as long as the Beneficiary is otherwise eligible, pursuant to the terms and conditions of the carrier.

- ii) Employees, who retire with at least fifteen (15) years of service but less than twenty-three (23) years, (twenty-five (25) years of credited service for employees hired on or after May 24, 2005) may elect to be provided medical benefits as stated in the above paragraph provided the retiree is at least age sixty (60) and provided the retiree pays an additional twenty-five percent (25%) of the necessary premiums to the Employer no later than the 20th of each month prior to the month the premium is due. The retiree shall hold the Employer harmless if the retiree fails to timely pay such premiums resulting in the cancellation of coverage.

Retiree dependents, who are receiving medical, dental or optical benefits under this provision, shall continue to receive such benefits upon death of the retiree as long as the Beneficiary is otherwise eligible, pursuant to the terms and conditions of the carrier.

Life Insurance

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

Miscellaneous Provisions

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

Retirement Application

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

ARTICLE XXIV - LAYOFF BENEFITS

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

ARTICLE XXV - UNION BULLETIN BOARDS

Section 1 - Location and Postings

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

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

All such notices are to be signed by the Steward.

Section 2 - Exclusive Rights to Union Bulletin Boards

The Union shall have the exclusive right to the use of this bulletin board. It is not the intent of the parties to permit the posting of material detrimental to the Employer-Union relationship. In the event a dispute arises concerning the appropriateness of the material posted on the Union Bulletin Board, the Steward of the Local Union will be advised by the Employer, and a special conference will be called. Except as permitted above, there shall be no distribution or posting by employees represented by this Local Union or its representatives of advertising or political matter upon the Employer's premises.

ARTICLE XXVI - OUTSIDE EMPLOYMENT

Section 1 – Performing Work Outside the County

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

Section 2 - No Conflict with County's Working Hours

The number of working hours involved and the type of work to be performed should be considered in determining whether this outside employment will conflict with the requirements demanded by the employee's position with the County.

Section 3 - Request to Perform Outside Work

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

Section 4 - Approval to Perform Outside Employment

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

ARTICLE XXVII - GENERAL PROVISIONS

Section 1 - Uniform Allowance

The Employer agrees to provide a uniform allowance of \$425.00 per year to be paid within one (1) month of the date of employment and annually no later than January 31st thereafter. The employee shall receive the full amount the first year of employment. No later than January 31st of the following year the allowance

will be pro-rated in the following manner: 1/12 of the total allowance for full month worked in the first year of employment. No later than the following January 31st and each year thereafter the employee shall receive a clothing allowance in the full amount. It is understood that this allowance is for the purchase and necessary upkeep of the uniform items required by Commission policy of all maintenance personnel. It is further understood that maintenance personnel are to be in uniform at all times while on duty and that uniforms will be kept neat and presentable.

Any employee leaving the Parks Commission prior to the completion of a year of service, for which the allowance was paid, shall reimburse the County for 1/12 of the total amount for each month that the employee is short of completing the year of service, except in the case of death. Failure to comply with the above provision will result in a deduction from his/her check equal to the amount owed.

Section 2 - Mileage

An employee authorized by the County to utilize their own personal vehicle on actual County business shall receive a mileage allowance at the rate established by the Internal Revenue Service or twenty eight (28) cents per mile, whichever is greater.

Section 3 - Tool Allowance

Tools required for the performance of job duties are to be provided by the employee. No later than January 31 and each year thereafter, the members of the bargaining unit shall receive a tool allowance in accordance with the following schedules:

Maintenance Worker I	\$100.00
Maintenance Worker II	\$150.00

Specialized tools required for specific jobs will continue to be supplied by the Park Commission as the need arises.

Section 4 - Call-In Pay

Employees called in to work, other than their regular shift, shall be granted one (1) hour of pay at one and one-half (1 1/2) times their hourly rate of pay. Any time spent working past the first hour they are called in to work shall be paid in accordance with applicable hours of work provisions.

Section 5 - Vehicle

Vehicles necessary for the performance of the employee's job duties will be picked up daily at the place where the employee reports for his/her work assignment.

Section 6 - Continuation of Benefits

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

Section 7 - 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 County shall be eliminated by adjustment of the employee's next payroll check(s) up to the statutorily allowed maximum of 25% of net earnings.

Section 8 - Employee Benefit and Seniority Dates

- a. Continuous Service Date - Hire date adjusted for leaves of absence and/or layoffs in excess of thirty (30) calendar days and any full day suspensions; utilized for computing longevity payments.
- b. Anniversary Date - Hire date adjusted for leaves of absence and/or layoffs in excess of thirty (30) calendar days and any full day suspensions; utilized for determining the date of an employee's next scheduled merit increase.
- c. Hire-in Date - Date of most recent employment in the bargaining unit.
- d. Vacation Benefit Date - Hire date adjusted for leaves of absence and/or layoffs over thirty (30) calendar days and any full day suspensions; utilized for determining vacation accrual rate.
- e. Personal Time Benefit Date - Hire date adjusted for leaves of absence and/or layoffs over thirty (30) calendar days and any full day suspensions; utilized for personal time accumulation. However, if employee was active on the payroll prior to January 1, 1969, their personal time benefit date is January 1st.
- f. Seniority Date - Hire date in a department and/or classification per Union contract provisions adjusted for leaves of absence and/or layoffs over thirty (30) calendar days (173 hours) and any full day suspensions; utilized primarily for promotional and layoff and recall purposes.
- g. Retirement Date (Credited Service) - Date of membership in the Retirement System adjusted for any time absent from work when contributions were not made by the member into the Retirement System.

ARTICLE XXVIII - EDUCATIONAL REIMBURSEMENT

Section 1 - Coursework/Amount Reimbursed

Full time seniority employees will be reimbursed for tuition and fees for approved course work 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. Course work 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 course work 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 course work, and "B" or equivalent for all graduate course work).
- 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 Union employees is limited to \$4,000 for the calendar year. If applications for reimbursement exceed this maximum limit, reimbursement shall be on first come-first served basis, in accordance with the date on which the application was received by the Human Resources Department.

Section 2 - Application Process

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

Section 3 - Reimbursement Process

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

ARTICLE XXIX - SALARY RATES

Section 1 - Working Out of Classification for Temporary Assignment

An employee when temporarily required to work in a classification higher than his/her classification will receive the higher classification rate after ten (10) working days in that higher classification. Upon return to his/her regular classification, his/her rate will be the same rate paid before the temporary assignment.

Section 2 - Wage Rates & Classifications

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.

An employee is normally to be hired at the starting rate of the pay range. Thereafter, on the employee's "anniversary date" (normally his/her seniority date unless he/she has been promoted, on leave or layoff) each year, he/she will be advanced to the next step of his/her grade provided his/her performance has been rated satisfactory. If his/her performance is rated conditional, so as not to provide a merit increase, the employee will be rated in three (3) months to determine if his/her performance is satisfactory.

ARTICLE XXX - SAVINGS CLAUSE

Section 1 - Invalid Provisions

If any Article or Section 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 Addenda shall not be affected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.

Section 2 - No Strike Clause

In consideration of the foregoing provisions of this Agreement, the Union agrees that there shall be no suspension of work or other interference with the operation of the Employer during the term of this Agreement. The Union further agrees that it will actively oppose and discourage any such action on the part of individual employees and will not support them in any violation of this Section.

ARTICLE XXXI - 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 sixty (60) calendar days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin not later than thirty (30) calendar days prior to the anniversary date, in which case this Agreement shall continue in full force and effect until terminated as provided hereinafter:

In the event that either party desires to terminate this Agreement, written notice must be given to the other party not less than 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

Anthony Warren

Whereas, the Union represents Parks & Recreation Maintenance employees in General County, and

Whereas, the General County Employer has determined that Maintenance Worker II classified employee Anthony Warren routinely performs duties in the Historical Village Master Mechanic classification, and

Whereas, Genesee County and Union are desirous of entering an agreement that facilitates the promotion of Anthony Warren to the Historical Village Master Mechanic classification as provided in this Letter of Agreement,

THE PARTIES AGREE TO THE FOLLOWING:

1. Anthony Warren will be promoted to the position of Historical Village Master Mechanic in the Parks & Recreation Commission effective the first full pay period following ratification of the contract by the Genesee County Board of Commissioners.
2. The provisions of Article X – Promotions apply to this promotion except that:
 - Anthony Warren will not be required to serve a trial period as provided in Section 4.
 - There will be no internal or external job postings required as a result of this Letter of Agreement as provided in Section 2.
3. Anthony Warren will continue to routinely perform duties in lower rated classifications in conjunction with his duties associated within the Historical Village Master Mechanic classification without a reduction in pay.

Historical Village Master Mechanic Promotion
Anthony Warren

4. This Letter of Agreement shall not preclude the Employer from instituting future reorganizations.
5. No other relief shall be provided.
6. This Letter of Agreement shall not set a precedent for any other matters now pending or that may arise in the future between the parties.

FOR THE UNION/DATE:

FOR THE EMPLOYER/DATE:

Personal Time
Additional Hours

LETTER OF AGREEMENT

Personal Time; Additional Hours

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

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

FOR THE UNION/DATE:

FOR THE EMPLOYER/DATE:

APPENDIX A

Wages and Classifications