

**AGREEMENT**

**Between**

**GENESEE COUNTY**

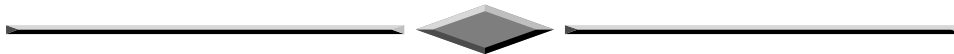
**And**

**LOCAL 496, CHAPTER 02**

**Affiliated with Council #25 of the**

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

**July 20, 2004 through September 30, 2009**



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## **AGREEMENT**

This Agreement entered into under Act 379, Public Acts of Michigan, as amended, between Genesee County, a municipal body corporation of the State of Michigan, comprising of the Genesee County Board of Commissioners, hereinafter referred to as the Employer, and Local Union 496, Genesee Valley Regional Center affiliated with Council 25, and chartered by the American Federation of State, County and Municipal Employees (AFL-CIO), hereinafter referred to as the Union, expresses all mutually agreed covenants between the parties hereto.

## **PREAMBLE**

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

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

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

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

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

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

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

All full-time, part-time and "permanent intermittent employees with benefits" employed at the Genesee Valley Regional Center in the classifications of Secretary, Maintenance Mechanic, Program Aide, Utilityworker, and Youth Specialist. **BUT EXCLUDING** Administrative Secretary, confidential employees, contracted employees, Director, food service employees, "permanent intermittent employees without benefits", Program Manager, Supervisor, Teacher, and all other employees.

### ***Section 2 - Membership***

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

## **ARTICLE II - MANAGEMENT RIGHTS**

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



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

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

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

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

### ***Section 2 - Dues***

Employees who are members of the Union shall, after thirty (30) days of employment, pay to the Union each month, the dues which have been certified to the Employer by the Treasurer of the Union. The Employer agrees to deduct Union dues uniformly required each month from the wages of those employees who individually request in writing on the standard authorization card that such deductions be made. The amounts to be deducted shall be certified to the Employer by the Treasurer of the Union. The aggregate deduction of all members shall be remitted together with an itemized statement to the Treasurer of Council 25. The Employer agrees to deduct back Union dues with proper signed authorization by the respective employee.

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

All employees who do not maintain membership in the Union shall not be required to gain membership, but shall, as a condition of continued employment with the Employer, pay to the Union an amount of money equal to that paid by the Union members in the bargaining group limited to the amount equal to the Union's regular and usual initiation fees and dues. As to new employees, said payment shall commence thirty-one (31) days following date of employment.

#### ***Section 4 - Hold Harmless***

With regard to the above Sections 1 through 3, the Union hereby agrees to indemnify and hold the Employer harmless from any and all liability that may arise in consequence of the application of such clauses.

#### ***Section 5 - New Unit Employee List***

The Employer will notify the Chapter Chairperson of the hiring of new employees within the bargaining unit. Such notification shall consist of the employee's name, classification and rate of pay.

### **ARTICLE IV - UNION REPRESENTATION**

#### ***Section 1 - Bargaining Committee/Pay***

All employees covered by this Agreement shall be represented for the purpose of negotiation by the bargaining committee chosen by the Union. The bargaining committee shall be composed of not more than two (2) employees, to be known as committee persons, selected by the membership, one of whom may be designated as Chairperson. Members of the bargaining committee shall receive their regular compensation when negotiating sessions are held during their regular working hours.

#### ***Section 2 - Steward/Alternate Steward***

All employees covered by this Agreement shall be represented for the purposes of the grievance procedure by stewards or their alternates to be chosen by the Union. The Employer will recognize one steward per shift.

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

The names of committee persons, chief stewards, stewards and alternates shall be given in writing to the Employer by the Union and they shall not function as such prior to such notice to the Employer. Any changes shall be reported to the Employer in writing as far in advance as possible. Alternates shall not function under this section except in the absence of the official for whom they are substituting.

#### ***Section 4 - Steward Grievance***

Any Steward having an individual grievance in connection with their own work, may ask for another Steward to assist them in adjusting the grievance.

#### ***Section 5 - Steward Release***

The Union shall not transact Union business on the Employer's time except as provided in this Agreement.

A Steward shall request and receive permission from their immediate supervisor to leave his/her job to investigate and adjust grievances and such permission shall, except in emergency situations, be granted without unreasonable delay.

The parties recognize that a steward may need a reasonable time within which to consult with a grievant. To that end the steward and the grievant shall be entitled to a reasonable period of time for the purpose of determining the subject matter and circumstances of the particular matter then in dispute. The steward and the grievant may discuss the matter in a private place, the location of which shall be determined at the time considering the circumstances. When a steward is requested, one will be provided if available, without unreasonable delay.

### ***Section 6 - International/Executive Officer Attendance***

Representatives of Council 25, AFSCME and/or AFSCME International may attend any meeting between the Employer and the Union. It shall be the obligation of the Union to notify such representatives of Council 25, AFSCME and/or AFSCME International who will be in attendance of the meeting time and place.

## **ARTICLE V - SPECIAL CONFERENCES**

The Union agrees to attempt to resolve department specific issues at the department head level, prior to requesting a Special Conference. Unresolved issues may be referred to Human Resources. In that event, a special conference will be scheduled by Human Resources within twenty (20) calendar days after the receipt of the request.

Such meetings shall have no more than three (3) representatives of the Union and no more than three (3) representatives of the Employer and shall be held at a mutually agreed upon time. The members of the Union will not lose pay for time spent during regular working hours in the Special Conference. The Union representatives may meet at a place designated on the Employer's property for one-half (1/2) hour preceding the conference.

The time limitations set forth in this Agreement for matters subject to the Grievance Procedure shall continue to be applicable despite a request for a Special Conference on the same subject, unless the parties mutually agree to the contrary in writing. Matters of a grievable nature, if not resolved in Conference, may be moved to the appropriate step of the grievance procedure, such step being agreed to in writing by the Conferees.

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

## **ARTICLE VI - GRIEVANCE PROCEDURE**

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

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

The Employer and the Union agree that it is in the best interest of all concerned that grievances will be dealt with in a responsible manner, be settled as quickly and expeditiously as possible, making every effort to settle these matters at the earliest step of the grievance procedure.

### ***Section 2 - Time Frames***

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. A grievance must be presented in writing by the Steward within five (5) calendar days after its occurrence, or within five (5) calendar days from when the Union became aware of a continuing grievance, in order for it to be a proper matter for the Grievance Procedure. However, in no event will any claim for back pay be valid for a period of more than thirty (30) calendar days prior to the date the grievance was first presented. Grievances not appealed by the Union within the time limits set forth in the Agreement are considered untimely and shall be withdrawn.

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

Employees shall first specify the grievance orally to their Supervisor with or without the Steward.

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

If not resolved in this manner, it shall be submitted in written form, signed by the employee(s) and presented to the Supervisor by the Steward. The Supervisor shall answer the grievance within ten (10) calendar days of receipt.

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

If the grievance is not satisfactorily resolved at Step 2, it may be appealed in written form to the Department Head within two (2) calendar days from the date the Supervisor's answer is due. The Department Head will render a decision in writing within ten (10) calendar days.

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

If the grievance is not resolved at Step 3, a written appeal may be given by the Union to the Genesee County Human Resources Director within two (2) calendar days after the Department Head's answer is due. The grievance will be scheduled at the first possible Appeal Step meeting when necessary attendees are available. The Union's Council representative, and the necessary representatives of the Employer shall attend. Additional Union representatives may attend without loss of pay when arranged in advance through Human Resources. The Human Resources Director shall submit the Employer's answer or proposed settlement to the Union within fifteen (15) calendar days following the date of the last Appeal Step meeting.

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

- a. The Union may request arbitration on any unresolved grievance within twenty five (25) calendar days after receipt, by the Union, of the Employer's final answer on the grievance. Not more than one (1) grievance or dispute may be submitted in one (1) arbitration proceeding except by mutual agreement of the parties.
- b. All such requests shall be in writing, addressed to the Human Resources Director and shall state the precise issue to be decided, and any specific portions of the Agreement which are claimed to be violated. If not so requested by AFSCME Council 25 within the twenty five (25) calendar day period, the matter shall be considered settled on the basis of the final answer.

If the parties are utilizing a mutually agreeable list of arbitrators, Human Resources will advise the Union the name of the assigned arbitrator. AFSCME Council 25 must notify the arbitrator no later than sixty (60) calendar days after the arbitrator is assigned. Failure to notify the arbitrator within sixty (60) calendar days shall cause the grievance to be withdrawn and the file closed.

- c. If the parties are not utilizing a mutually agreeable list of arbitrators, the services of the Federal Mediation and Conciliation Service will be utilized. Within sixty (60) calendar days of requested arbitration, AFSCME Council 25 must notify the Federal Mediation and Conciliation Service to request a list of (7) arbitrators. If an Arbitrator is not mutually agreed to by the parties from such list, the parties shall alternately strike names from the list until one name remains. The Union shall have the first strike.
- d. After designation of the Arbitrator, a hearing shall be held as soon as practical and the Arbitrator shall issue an Opinion and Award. The decision shall be final and binding on the parties and the employee(s) involved, subject to any law or governmental regulation applicable thereto, including those under authority of Genesee County.

- e. The Arbitrator's fee and travel expenses shall be borne equally by the parties. Any filing fees and wages of representatives, counsel, witnesses or other persons attending the hearing shall be borne by the parties incurring them, with the exception that the grievant, if a current employee on the active payroll, and one (1) Union representative shall not lose pay.

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

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

### ***Section 3 - Veterans' Preference Claims***

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

## **ARTICLE VII - DISCIPLINARY PROCEDURES**

### ***Section 1 - Guidelines***

Disciplinary action issued by the Employer will be for just cause and shall include written reprimand, suspension and discharge. Employees and the Steward will be given a copy of any disciplinary action entered into the employee's personnel file within three (3) calendar days of the action taken. The Employer may impose disciplinary action on employees for errors or mistakes on their employment application, if such errors or mistakes misrepresent the employee. Should the Union consider any disciplinary action improper, the matter shall be processed through the Grievance Procedure. Discharge grievances shall be filed at Step 4.

The Employer may utilize verbal counseling in cases not justifying disciplinary action. The written record of verbal counseling shall be identified as a counseling memorandum, shall be given to the employee and entered in the employee's personnel file. Counseling memorandums shall not be considered as disciplinary

action and therefore, may not be grieved. Employees receiving counseling memorandums shall have the right to submit a written statement (up to five (5) sheets of paper) explaining his or her position concerning the counseling memorandums, which will become a permanent part of the file and will be included whenever the file is displayed to a third party.

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

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

### ***Section 3 - Disciplinary Record***

When considering just cause for disciplinary action, the Employer will not take into account any disciplinary action which occurred more than two (2) years previously.

## **ARTICLE VIII - SENIORITY**

### ***Section 1 - Definition of Seniority***

Departmental Seniority shall be defined as the number of continuous straight-time service hours in the bargaining unit with the Genesee Valley Regional Center since the employee's last date of hire. Classification Seniority shall be defined as the number of continuous straight-time service hours within the classification in the bargaining unit since the last date of hire in the classification. No hours shall be credited for any suspensions, leaves of absence (unless specifically provided in other sections of the contract) or layoff. Employees with the same number of continuous straight-time service hours shall be placed on the seniority list in alphabetical order of surnames, with the letter "A" being the highest.

### ***Section 2 - Probationary Period***

All new employees hired in the bargaining unit shall be considered as probationary employees for the first two thousand eighty (2080) straight-time hours of their employment, with the understanding that absence from work, other than paid holiday, paid prior approved personal time and vacation time, shall extend the probationary period accordingly.

### ***Section 3 - Probationary Employee Representation***

There shall be no seniority among probationary employees. The Union shall represent probationary employees for the purpose of collective bargaining in

respect to rates of pay, wages, hours of employment and other conditions of employment as set forth in this Agreement. However, the Union shall not represent probationary employees who have been disciplined or discharged.

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

The seniority list on the date of this Agreement will show the names and classification of all employees entitled to seniority. The Human Resources Department will keep the seniority list up-to-date. On June 1st and December 1st, up-to-date copies of the seniority list will be provided by the Human Resources Department to the Chief Steward and AFSCME Council representative.

#### ***Section 5 - Steward/Chapter Chairperson Seniority List Position***

Notwithstanding their position on the seniority list, the Chapter Chairperson and Chief Steward shall, in the event of a layoff of any type, be continued at work as long as there is a job in their bargaining unit which they are capable of performing. The Stewards shall, in the event of a layoff of any type, be continued at work on their representational shift as long as there is a job in their bargaining unit which they are capable of performing.

Chapter Chairperson and Chief Steward shall be recalled to work in the event of a layoff on the first open job classification in their bargaining unit which they are capable of performing. The Stewards shall be recalled to work to an open job classification on their representational shift for which they are capable of performing the work. In the event the Chief Steward is one of the stewards assigned to a specific shift, he/she shall be recalled to a classification on their representational shift.

#### ***Section 6 - Loss of Seniority***

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

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



- d. If the employee does not return to work on the date specified for recall from layoff as set forth in the recall procedure. In proper cases, exceptions shall be made upon the employee producing convincing proof of his/her inability to return as required.
- e. The employee fails to return on the specified date following an approved leave of absence, disability leave, vacation or a disciplinary suspension. In proper cases, exceptions shall be made upon the employee presenting convincing proof of his/her inability to return on the required date.
- f. The employee has been on layoff status for a period of two (2) years or the length of his/her seniority, whichever is less.
- g. The employee has been on disability leave for a period of two (2) 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 two (2) years or for a period of time equal to the length of his/her seniority, at the time such Workers' Compensation leave commences, whichever is less.
- i. The employee engages in other employment while on leave of absence, without prior written approval from the Director of GVRC.

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

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

The Employer may layoff employees whenever it deems such action to be necessary. Whenever a reduction in the work force occurs, the Employer will determine the classification(s) being reduced within the bargaining unit and the following procedure shall be utilized:

- a. Probationary employees within the affected classification will be laid off first. Thereafter, seniority employees within the affected classifications will be laid off according to seniority provided the employees being retained are able to perform the available work. However, it is understood by the parties that in application of this section, employees in higher rated classifications may bump downward within the bargaining unit in line with their seniority. Employees who bump to a lower rated classification under this provision will be compensated at the rate of the lower classification.
- b. The employee will be required to make a decision to accept the lower rated classification or be laid off to the street by written notice to the Human Resources Department within one (1) calendar day of initial notification of pending layoff from their current classification.
- c. Employees promoted or transferred outside the bargaining unit but within GVRC will retain bumping rights to the classification within GVRC they left

to take said promotion or transfer for a period of two (2) years or the length of their seniority, whichever is less.

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

Employees being laid off from the work force will receive ten (10) calendar days notice by personal contact, telephone call, or written communication prior to being laid off; but in any event confirmed, within the above time limits, in writing by certified mail to the employee's last known address. However, when the above-mentioned ten (10) day notification requirement cannot be met due to unforeseeable circumstances, only one (1) day notice will be required. The Chief Steward shall receive a list from the Employer of the employees being laid off on the same date the notices are issued to the employee.

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

- a. When the work force is to be increased after a layoff, employees will be recalled according to their seniority, in reverse order of layoff, provided the employees with the greatest seniority are able to perform the available work.
- b. Notice of recall may be by personal contact, telephone call or written communication, but in any event will be confirmed by certified mail to the employee's last known address.
- c. Employees will be granted up to three (3) calendar days to return to work upon request.
- d. Once a laid off or reduced status employee has been offered a position in his or her former classification and has refused that position, as confirmed in writing by the Human Resources Department, the employee's seniority rights for recall shall be terminated.
- e. It is understood by the parties that when a laid off employee declines any position (either in the same classification or in an equal or lower paying classification) being offered to them by the Human Resources Department, the employee may be jeopardizing potential unemployment compensation benefits under applicable State regulations.

## **ARTICLE X - VACANCIES**

### ***Section 1 - Posting and Application Process***

Permanent job vacancies shall be posted in the department for a five (5) calendar day posting period. Employees who are interested in filling a posted vacancy shall make application to Human Resources within the posting period in order to be eligible for consideration for the vacancy.

For full-time permanent vacancies, seniority permanent-intermittent (with benefits) employee applications will be considered only after the applications of seniority and probationary full-time employees. Permanent-intermittent (with benefits) probationary employee applications will be considered next, prior to the positions being posted outside the bargaining unit.

Employees working in the same classification as that of the posted vacancy shall not be eligible to apply, as the parties understand that it is a job assignment, unless such opportunity will result in a status change from permanent-intermittent to full-time.

### ***Section 2 - Selection Process***

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

The Department Head may reject an applicant for interview if the applicant has been interviewed for a position within the preceding nine (9) months.

The department head will have the option of selecting from the outside when there are no permanent-intermittent applicants, covered under the Agreement, within the classification, with 2080 straight-time hours or more of service time. The Department Head's decision will not be subject to review or grievance.

If selected, probationary employees will be paid at the beginning pay step of the new position and will not have the option to return to the former position that is afforded seniority employees during the trial period. Also, if selected for a vacant position, the probationary employee must complete a new full probationary period in the new position before attaining seniority.

The Department Head will exercise final appointing authority for selection of the applicants.

### ***Section 3 - Trial Period***

The employee who is selected shall serve a one thousand and forty (1040) straight-time hour trial period to prove he/she is capable of performing the work. At any time during this trial period the employee may on his/her own volition, request in writing to be relieved of the new classification and be returned to the former classification and former rate of pay without loss of seniority.

At any time during the trial period, if the Employer determines that the employee is unsatisfactory in the new classification, the Employer shall have the right to return the employee to the former classification from which he/she was selected without loss of seniority from that former classification.

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

Employees serving a trial period will be evaluated in writing by the Employer each month of the trial period.

#### ***Section 4 - Pay Step/Anniversary Date Upon Promotion***

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

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

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

#### ***Section 5 - Temporary Vacancy - Higher Paid 10 Days or More***

A temporary vacancy in a higher paid classification of a duration of ten (10) working days or more shall be filled in accordance with Section 2, above. Any secondary job openings resulting from filling the temporary vacancy pursuant to this provision may be filled by transfer or by permanent intermittent employees.

#### ***Section 6 - Temporary Vacancy - 30 Days or More***

An employee selected to fill a temporary vacancy, initially determined by Human Resources to be in excess of thirty (30) calendar days, shall (as well as the employee on said authorized leave) be governed by the applicable provisions of the Leave of Absence Article. The employee granted the temporary vacancy in question shall retain the right to apply for and be considered for permanent vacancies for which he/she is eligible to apply.

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

shall accumulate seniority back to their original date of entry into that classification.

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

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

### ***Section 7 - Voluntary Demotion Employee Pay***

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

### ***Section 8 - Open Selection***

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

## **ARTICLE XI - LEAVE OF ABSENCE**

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

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

the employee in writing. Additional requirements for specific leaves are included in the following sections dealing with the specific leave.

Failure to return to work on the date scheduled shall be cause for termination. Extension beyond the return date designated on the original leave of absence may be granted. The Department Head shall furnish approval or denial in writing to the employee. Written application for an extension must include the reason for the extension; the exact revised date on which the employee is to return to work; must be made at least ten (10) calendar days prior to the expiration date of the original leave of absence (except in those instances where it is not possible to meet the ten (10) calendar day requirement); and must be consistent with any specific eligibility and time limit requirements listed in the following sections dealing with that specific leave.

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

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

- a. Any employee shall be granted an unpaid military leave of absence if they are currently employed by the Employer in other than a temporary position and are inducted into the Armed Forces of the United States, either voluntarily or involuntarily, or a paid military leave of absence if they are called to active service as members of a Reserve Component for the purpose of training for a period of time not to exceed ten (10) working days.
- b. Employees inducted into the Armed Forces of the United States either voluntarily or involuntarily, shall, upon completion of such service, be reinstated to their former position or to a position of like seniority, status and pay providing that the individual does not serve for more than four (4) years plus a one (1) year additional voluntary extension of active duty if this additional service is at the request and for the convenience of the Government (and plus any involuntary service) and further providing that the individual be honorably discharged and be mentally and physically qualified to perform the former position or if he/she is disabled during military service and cannot perform the duties of the former position, the employee may be entitled to the nearest comparable job they are qualified to perform. Application for re-employment must be made within ninety (90) 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 from their respective duties. Employees shall be paid the difference between all military compensation paid to the employee excluding travel allowance for a period of time and their regular wage for the same period of time not to exceed ten (10) working days in

any calendar year. To receive such payment, employees must present verification of monies received during this training. Any additional time that an employee may be required to attend military meetings will not be compensated by the Employer, nor will the employee receive any benefits other than insurance coverage for additional time required to be taken under this section.

- d. An employee shall not lose seniority while on military leave and the period between his/her release from the service and his/her return to work.
- e. Employees who are called for a pre-induction physical for the Armed Services are to be granted pay for the day of the physical. Employees must request personal time or time without pay for time other than the day the physical is actually given or any succeeding physicals that may be required.
- f. Employees on military leave are not eligible to continue insurance coverage except for those individuals who are called to active duty as Reservists as outlined in Section c.
- g. Employees other than Reservists as outlined in Section c who return from military leave shall commence to accrue benefits at the levels they would have received had they not entered service provided they meet all the provisions contained herein. In cases where employees were on military leave during the occurrence of their Personal Benefit Date, they will receive one personal time benefit increment no matter the number of times the Personal Benefit Date occurred during their leave. In no case shall employees, other than those outlined in sub-section c above, continue to accrue benefits while on military leave.
- h. An employee shall not lose credited service under the Defined Contribution Retirement Plan while on military leave. Employees may elect to make back contributions to the plan upon their return to work.
- i. While on a military leave lasting longer than two weeks, an employee shall have the opportunity to cash-in accumulated vacation time provided the employee's accumulated time is in excess of 40 hours according to the procedure listed below:
  - (1) Upon initial separation of employment, the employer shall pay a maximum of forty (40) hours of vacation time to the employee, and deduct the identical amount of hours from the employee's accumulated vacation time bank.
  - (2) Thereafter, for each sixty (60) day period the employee remains on active military leave, the employer will cash out an identical amount of hours as described in paragraph No. 2 above, until the employee's vacation leave bank reaches forty (40) hours. At that point, no further cash-in shall be allowed.
  - (3) Each employee who chooses this cash-in option shall be required to sign a written authorization stating the amount of hours, up to forty (40), to be cashed-in during each cash-in period.

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

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

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

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



leave. Seniority and continuous service for the purpose of benefit accrual rates and benefit accumulation shall continue for an employee who is on an authorized, paid court leave of absence.

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

- a. Leave of absence without pay shall be granted to any employee with 2080 straight-time hours or more of service, who is elected or selected by the Union to attend educational classes or conventions conducted by the Union.
- b. The number of employees on union educational leave will not exceed one (1). The number of working days for any one employee will not exceed five (5) in any one (1) calendar year.
- c. Seniority and continuous service for the purpose of benefit accrual rates shall continue for an employee on an authorized union educational leave of absence.
- d. The Union must notify Human Resources, at least ten (10) calendar days in advance, of the names of members who will be attending education classes or conventions. For payroll purposes, the employee will be paid by the Employer using the payroll code for Paid Union Business. Local 496 will reimburse the Employer for the total gross wages of the employee.

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

- a. Leave of absence without pay shall be granted to any employee elected to any Union office or selected by the Union to do work which takes them from employment with the Employer. Such employees shall be eligible after having completed 2080 straight-time hours of service.
- b. Not more than one (1) employee from the Chapter shall be eligible for such leave at any one time.
- c. Such leave shall not exceed one (1) year. However, this leave may be extended by mutual agreement of both parties.
- d. Employees on such leave shall be required to give the Employer at least ten (10) calendar days prior notice before the leave will be granted and at least ten (10) calendar days notice prior to returning to County employment from the leave.
- e. Seniority 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.

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

- a. When death occurs in an employee's immediate family as defined below, the employee upon request will be excused for any three (3) consecutive work days following the date of death, provided they attend the funeral. Any holidays which occur during the three (3) day period of bereavement

leave shall be counted as one (1) or more of the days of the three (3) day bereavement leave, with the understanding that in no event will the bereavement leave provided be extended as the result of a holiday. The bereavement leave can be adjusted to encompass any three (3) scheduled work days in conjunction with the funeral provided that the employee attends the funeral. The immediate family for purposes of this section is defined as the employee's current spouse, child, step-child, parent, step-parent, grandparent, grandchild, brother, sister, current spouse's parent, and current spouse's step-parent. Current in this paragraph means the relationship exists at date of death.

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

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

- a. Leaves of absence without pay may be granted to employees wishing to further their education in a job related field. Such employees shall be eligible to apply for educational leave after having completed 2080 straight-time hours of service.
- b. Educational leaves may be granted for a maximum of two (2) years, but not to exceed the employee's length of service. 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 and continuous service for the purpose of benefit accrual rates shall continue for an employee on an authorized educational leave of absence for the first thirty (30) calendar days of such leave. This means the employee will receive credit for one hundred seventy-three and one third (173.3) hours. Upon return from a leave of absence lasting longer than thirty (30) calendar days (173.3 hours), 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 (173.3 hours) of his/her absence.

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

- a. A personal leave of absence without pay may be granted employees with at least 520 straight-time hours of service by the Department Head.
- b. Employees may be required to exhaust accumulated personal time prior to going without pay. However, if so requested in writing to the Human Resources Department at least ten (10) calendar days in advance of the leave, the employee going on Personal Leave may reserve twenty-eight (28) hours or their then current amount of accumulated personal time, whichever is less.
- c. Personal leave shall not exceed one (1) calendar year or the employee's length of service, which ever is less.
- d. Seniority and continuous service for the purpose of benefit accrual rates shall continue for an employee on an authorized personal leave of absence for the first thirty (30) calendar days of such leave. This means the employee will receive credit for one hundred seventy-three and one third (173.3) hours. Upon return from a leave of absence lasting longer than thirty (30) calendar days (173.3 hours), 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 (173.3 hours) of his/her absence.

### ***Section 10 - Family and Medical Leave***

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

### ***Section 11 - Return From Leave***

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

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

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

An employee's normal work period shall consist of eighty (80) hours of work performed in a period of two (2) consecutive calendar weeks, with the exception of those employees classified as permanent-intermittent. The normal workday shall consist of eight (8) hours of work performed within a period of twenty-four (24) consecutive hours commencing from the start of an employee's regularly scheduled shift, except for those employees classified as permanent-intermittent.

### ***Section 2 - Breaks***

Employees are normally allowed two (2) paid fifteen (15) minute breaks per eight (8) hour shift. One (1) break is to be taken in the first half of the shift and the other in the second half of the shift. Break periods are to be taken in a manner to allow for the continuous and effective operation of the facility. The Employer retains the right to shorten employees' break periods to fulfill facility operational needs.

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

All employees shall be required to work reasonable amounts of overtime upon request. Overtime must be authorized by the Department Head or designated representative. The Employer shall not be liable to pay any compensation for hours not worked as a result of assigning available overtime hours.

Time and one-half at the employee's hourly rate will be paid for all hours worked in a workweek in excess of the first 40 hours actually worked. Vacation time, personal time, and holiday pay is not considered as time actually worked for the purposes of computing overtime pay.

### **Mandatory Overtime**

When overtime is deemed mandatory, the Employer will equalize the assignment of mandatory overtime, as far as practical, within the job classification requiring the overtime with consideration given to same gender requirements.

No more than once each calendar quarter, an employee assigned mandatory overtime may request an exemption for that specific incident of mandatory overtime. When this occurs, the employee next in line for mandatory overtime must work the mandatory overtime hours.

In the event an employee is assigned mandatory overtime, that employee may seek out another qualified employee to cover the hours in question. A qualified employee is one within the same classification or an employee in another classification that management has identified as being qualified to perform the duties of the classification requiring the overtime. If a qualified employee agrees to accept the overtime hours, they will be considered as mandatory overtime hours and recorded as such.

## **Voluntary Overtime**

Voluntary overtime will be offered in a manner that equalizes, as far as practical, the number of overtime hours offered to employees within a job classification with consideration being given for same gender staffing requirements. Overtime will be offered to full-time employees within a classification prior to being offered to permanent-intermittent employees in the same classification.

Employees not wishing to be offered any voluntary overtime must notify management in writing. After doing so, if at any time an employee wants consideration for voluntary overtime he/she must request so in writing to management. Furthermore, if an employee is only interested in overtime on a certain shift, this must also be communicated in writing.

Overtime will be offered to the employee with the least amount of overtime hours offered. If there are ties in the amount of overtime hours offered, the offer will be made in alphabetical order. Acceptance of overtime must be by the employee and not a third party.

When the overtime needed is adjacent to an employee's previous or upcoming shift, up to four (4) hours of overtime should be offered first to staff scheduled in adjacent shifts.

## **Incidental Overtime**

Overtime worked due to required training, team meetings, staying over to log or deal with critical situations, and other incidental overtime will be added to individual staff's overtime offerings.

### ***Section 4 - Shift Premium***

A night shift premium will be paid at the rate of 7% per hour to an employee for any time worked between the hours of 6:30 p.m. and 6:30 a.m. Any employee starting and ending work between the hours of 6:30 a.m. and 6:30 p.m. will not receive shift premium.

### ***Section 5 - No Duplication or Pyramiding of Premium Rates***

There shall be no duplication or pyramiding of the premium rates set forth in any Section of this Agreement with any other Section of this Agreement.

## **ARTICLE XIII - HOLIDAYS**

### ***Section 1 - Holiday Schedule***

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

New Years Day  
Martin Luther King Day  
Memorial Day  
Independence Day  
Labor Day  
Veteran's Day  
Thanksgiving Day  
Christmas Eve  
Christmas Day  
New Years Eve

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

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

- a. In order to qualify for holiday pay, the employee must have completed five hundred twenty (520) straight-time hours with Genesee County;
- b. The employee must work his/her scheduled hours on both his/her last regularly scheduled day before the holiday and on his/her first regularly scheduled day after the holiday or be on prior approved paid time off, excluding disability leave and workers' compensation leave;
- c. The employee must not be on a layoff;
- d. The employee must not be suspended for disciplinary reasons;
- e. An employee who is scheduled to work on a holiday but fails to report for work, unless otherwise excused, shall not be entitled to holiday pay.

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

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

### ***Section 4 - Worked Holiday***

Eligible employees required to work a holiday will be paid two and one-half (2 1/2) times their regular hourly rate for all hours worked.

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

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

## **ARTICLE XIV- VACATIONS**

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

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

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

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

For the first five (5) years [10,400 straight-time hours] of full-time service, employees shall accrue paid vacation at the rate of nine (9) hours for each 208 straight-time working hour period. (Ninety (90) hours or eleven and one-fourth (11 1/4) working days vacation per year.)

Upon completion of five (5) years [10,400 straight-time hours] full-time service, employees shall accrue paid vacation at the rate of thirteen (13) hours for each 208 straight-time working hour period. (130 hours or sixteen and one-fourth (16 1/4) working days vacation per year.)

Upon completion of ten (10) years [20,800 straight-time hours] of full-time service, employees shall accrue paid vacation at the rate of seventeen (17) hours for each 208 straight-time working hour period. (170 hours or twenty-one and one-fourth (21 1/4) working days vacation per year.)

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

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

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

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

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

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

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

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

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

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

Vacation time will be paid at the current hourly rate of the employee exclusive of shift premium.

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

It is understood by the parties that employees must have prior authorization before utilizing any vacation time. In order to exercise seniority preference for the period April 1<sup>st</sup> through March 31<sup>st</sup>, employees shall submit requests for vacation time on the standard Request for Time Off form before April 1<sup>st</sup> of each year. Such requests shall be honored on the basis of seniority by classification by shift, subject to reasonable scheduling requirements of the department. Where scheduled vacation time off be cancelled or rescheduled by the Employer due to staffing requirements, employees will receive written notification thirty (30) calendar days prior to said rescheduling or cancellation. Written requests for vacation time received after April 1<sup>st</sup> shall be considered on a first-come, first-served basis, consistent with staffing requirements and efficiency of operations. The Employer will respond as soon as possible to such requests in order that employees will know in a timely fashion whether such requests for vacation time will be authorized.

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

If an employee becomes ill and is under the care of a licensed physician or recognized practitioner during his/her vacation and the employee utilizes



accumulated personal days for the period of illness, the vacation for the number of days so utilized shall be rescheduled at a mutually agreeable date.

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

If a regular pay day or pay days fall during an employee's vacation, he/she will receive their check or checks in advance, provided he/she has requested payment in writing three (3) weeks prior to the pay day preceding the vacation. If vacation time is used in the advanced check, it must be available in the employee's vacation time balance at the time the advanced check is issued.

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

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

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

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

Payment will be made no later than November 15th. Payment shall be made at the rate of sixty percent (60%) of the total amount. Payment shall be by separate check and shall be considered regular wages for tax purposes only. Payment shall not be subject to retirement contributions.

## **ARTICLE XV - PAID PERSONAL TIME**

Upon completion of 520 hours of straight-time employment employees will be credited sixty-four (64) hours of paid personal time and annually thereafter on the occurrence of their current benefit date. Personal time will have no maximum accumulation and will have no monetary value upon separation from employment for whatever reason.

The intended use of paid personal time is for purposes such as medical, business, legal, or other personal matters. Written approval must be obtained from the Department Head or designee prior to utilizing personal time on the standard Request for Time Off Form, except for unexpected absences whereby written approval must be obtained following the employee's return to work in order to be paid.

In cases where multiple requests for personal days are received from employees, which cannot be granted due to efficiency of operations and/or staffing requirements, the Department Head 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.

Employees must also comply with departmental procedures concerning prior notification of absence from work. The Employer reserves the right to require that employees absent from work furnish satisfactory proof that the absence was for reasonable cause.

## **ARTICLE XVI - WORKERS' COMPENSATION**

Employees shall be covered by the Workers' Compensation Act and applicable state regulations. The following provisions will be applicable only upon determination, whether voluntary or by order, that the employee is eligible for Workers' Compensation benefits:

- a. Medical, dental, optical and life insurance coverage shall continue as if the employee had remained working.
- b. Employees shall also be compensated for legitimate short term (7 days) or less, occupational injuries.
- c. Seniority shall continue to accumulate while employees are receiving Workers' Disability Compensation benefits, and time spent will be counted as continuous service for benefit accrual rate purposes.
- d. Whenever an employee suffers an illness or injury arising out of or during the course of his employment compensable under the Workers' Compensation Act, time lost as a result of such injury shall not be deducted from the employee's sick or annual leave.

## **ARTICLE XVII - DISABILITY INSURANCE COVERAGE**

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

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

Employees with less than 10,400 straight-time hours of service (five years of service) are eligible for long-term disability and/or short-term disability for a period of time equivalent to their service time. Employees with 10,400 straight-time hours of service (five years of service) 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 thirty (30) calendar day waiting period. Eligible employees receive sixty (60%) percent of the employee's regular weekly wage rate up to a maximum of \$500.00 per week, for

up to twenty-six (26) weeks. Effective as soon as possible after ratification the weekly maximum shall increase to \$530.00. Effective January 1, 2005, the weekly maximum shall increase to \$580.00. Employees with enough accumulated personal time must use it to cover the initial thirty (30) calendar day waiting period. However, upon request the employee may reserve twenty-eight (28) personal time hours or their then current amount of accumulated personal time, whichever is less. If the employee has no personal time available, he/she may use accumulated vacation hours.

Long term disability benefits commence after twenty-six (26) weeks, or upon proper certification of a permanent disability, whichever comes first. Eligible employees receive a monthly allowance of sixty percent (60%) of the employee's regular monthly wage rate up to a maximum of \$2000.00 per month. Effective January 1, 2005, the monthly maximum shall increase to \$2,100.00. Effective January 1, 2006 the monthly maximum shall increase to \$2,400.00.

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.

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

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

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

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

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

Seniority (reference Article VIII), and continuous service for the purpose of benefit accrual rates shall be credited one hundred seventy-three and one third (173.3) straight-times hours of service for disability leaves lasting longer than 30 calendar days.

#### ***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. 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 the Layoff Procedure (Article IX) 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. If an employee returns to work for more than fourteen (14) consecutive calendar days 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 work day prior to the scheduled return to work.

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

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

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

## **ARTICLE XVIII - LIFE INSURANCE COVERAGE**

Employees are eligible for a \$50,000 term life insurance policy on the first day of the month immediately following the completion of 520 hours of straight-time employment. Upon retirement the amount shall be decreased to \$12,000.

## **ARTICLE XIX - HEALTH INSURANCE**

The Employer agrees to provide Health Plus of Michigan coverage as the standard plan for each full-time and permanent intermittent (with benefits) employee and their dependents, 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 Traditional Blue Cross/Blue Shield, Blue Cross/Blue Shield Preferred Provider Organization (PPO) coverage or Blue Care Network Option II. Employees selecting other than the standard plan shall pay, through payroll deduction, the amount by which the premiums for such coverage exceeds the Health Plus of Michigan premiums.

Hospital/medical benefits provided are subject to the terms and conditions of the carrier.

### ***Section 1 - Prescription Drugs***

Prescription drug coverage referenced above shall include an employee co-pay no greater than five dollars (\$5) per prescription. The prescription drug employee co-pay will be five dollars (\$5) for generic drugs and ten dollars (\$10) for brand name drugs, per prescription. If no generic equivalent is manufactured, Human Resources will reimburse the employee five dollars (\$5), upon presentation of proof of payment and proof that no generic equivalent is manufactured.

### ***Section 2 - Dual Coverage***

Employees 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 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) day period, the employee must wait until the next open enrollment period to apply for County paid coverage.

Such thirty (30) 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.

### ***Section 3 - Health Insurance Reimbursement***

During any annual enrollment period bargaining unit members and retirees may advise the Human Resources Department, on forms provided, of their voluntary election not to receive County paid hospital/medical coverage.

Employees and retirees must provide proof 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 insurance coverage from the County.

Thereafter, each full six (6) month period (June through November and December through May) the employee goes without the County provided coverage, the employee will be paid a lump sum gross amount of \$750.00 (in December or June as appropriate), provided that during the (6) month period the employee would otherwise have been eligible for County paid coverage, had the employee been receiving County paid coverage. This lump sum amount shall be considered as taxable wages. This does not preclude a County employee from being provided with County insurance through his/her spouse, who also works for the County.

An employee who is participating in the "Opt-Out" provision who separates employment prior to completion or the six (6) month period will receive a pro-rated amount for each full month worked during that six (6) month period.

Employees may commence coverage only by applying during a subsequent annual open enrollment period if otherwise eligible under the agreement or, if due to a qualifying event, as defined by the carrier.

### ***Section 4 - Future Health Insurance***

At such time that the Employer reaches an agreement with AFSCME Local 496, Chapters 00 and 01 regarding Health Insurance, the Union, AFSCME Local 496, Chapter 02 and the Employer will agree to the same Health Insurance benefit levels and language as otherwise appropriate for Local 496, Chapter 02 members based on their date of hire with Genesee County.

## **ARTICLE XX - DENTAL BENEFITS**

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

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

### ***Section 1 - Future Dental Benefits***

At such time that the Employer reaches an agreement with AFSCME Local 496, Chapters 00 and 01 regarding Dental Benefits, the Union, AFSCME Local 496, Chapter 02 and the Employer will agree to the same dental benefit levels and language as otherwise appropriate for Local 496, Chapter 02 members based on their date of hire with Genesee County.

## **ARTICLE XXI - OPTICAL BENEFITS**

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

Current optical benefits include: one exam every 24 months with a \$5.00 employee co-pay; lenses and frames every 24 months with a \$7.50 employee co-pay for each; non-therapeutic contact lenses every 24 months not to exceed \$35.00.

### ***Section 1 - Future Optical Benefits***

At such time that the Employer reaches an agreement with AFSCME Local 496, Chapters 00 and 01 regarding Optical Benefits, the Union, AFSCME Local 496, Chapter 02 and the Employer will agree to the same optical benefit levels and

language as otherwise appropriate for Local 496, Chapter 02 members based on their date of hire with Genesee County.

## **ARTICLE XXII - RETIREMENT BENEFITS**

### ***Section 1 - Defined Contribution Plan***

#### **Contributions**

The Employer will contribute an amount equal to ten percent (10%) of the employee's gross earnings each pay period into the employee's personal retirement account. The employee shall have the option of contributing an amount equal to either three percent (3%) of gross earnings or seven percent (7%) of gross earnings depending upon which plan the employee chooses.

#### **Vesting**

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

<u>Completed years service</u>	<u>Percent vested</u>
Two (2) [4160 straight-time hours]	25%
Three (3) [6240 straight-time hours]	50%
Four (4) [8320 straight-time hours]	75%
Five (5) [10400 straight-time hours]	100%

#### **Medical Benefits**

- i) The Employer shall provide retirees with at least twenty-three (23) years of credited service (47,840 straight-time hours), 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 (31,200 straight-time hours) but less than twenty-three (23) years (47,840 straight-time hours), may elect to be provided medical benefits as stated in the



above paragraph provided the retiree is at least age sixty (60) and provided the retiree pays twenty-five percent (25%) of the necessary premiums to the Employer no later than the 20th of each month. Retiree dependents who are receiving medical, dental or optical benefits under this provision, shall continue to receive such benefits upon death of the retiree as long as the Beneficiary is otherwise eligible, pursuant to the terms and conditions of the carrier.

### **Life Insurance**

Employees who retire with at least fifteen (15) years of credited service (31,200 straight-time hours), 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 (31,200 straight-time hours) who dies, not in the line of duty, shall be considered to have retired on the day before the death.

### ***Section 2 - Future Defined Contribution Plan***

At such time that the Employer reaches an agreement with AFSCME Local 496, Chapters 00 and 01 regarding the Defined Contribution Retirement Plan, the Union, AFSCME Local 496, Chapter 02 and the Employer will agree to the same Defined Contribution Retirement Plan and language as otherwise appropriate for Local 496, Chapter 02 members based on their date of hire with Genesee County. However, in any event the employee contribution amounts will remain as they currently are for members of this bargaining unit, three (3) percent or seven (7) percent of gross earnings.

### **ARTICLE XXIII - WAGES**

On the employee's "anniversary date" each year, the employee will be advanced to the next step of the salary range.

## **ARTICLE XXIV - PERFORMANCE APPRAISALS**

Upon the employee's anniversary date each year, the employee will receive a performance appraisal.

## **ARTICLE XXV - UNION BULLETIN BOARDS**

The Employer agrees to furnish the Local Union adequate bulletin boards at such locations as shall be agreed between the Local Union and the Employer. The boards shall be used only for the following notices:

- a. Notices of Union meetings
- b. Notices of Union elections
- c. Notices of Reports of the Union
- d. Notices of rulings or policies of the International Union
- e. Notices of recreational and social affairs of the Union

Notices and announcements shall not contain anything of a political or partisan nature.

## **ARTICLE XXVI - CONTRACTING AND SUBCONTRACTING**

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

In the event the Employer is intent upon seeking a contracting or subcontracting agreement for work that has been historically performed by members of the bargaining unit, which will result in the layoff of employees covered by this Agreement, Employer representatives will hold advance discussion with the Union at least thirty (30) calendar days prior to the signing of the contract or subcontract.

The Employer agrees to consider laid-off employees for other available work within the County, provided such employees are capable of performing the work, through open selection procedures.

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

## **ARTICLE XXVII - PAYROLL SHORTAGES AND OVERPAYMENTS**

Shortages of ten percent (10%) or less of the employee's gross pay shall be adjusted in the employee's next check. Shortages in excess of ten percent (10%) shall be adjusted by a supplemental check upon request of the employee. Employees will be notified in writing when an overpayment 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, 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 twenty-five (25%) of net earnings.

## **ARTICLE XXVIII - EMPLOYMENT OF RELATIVES**

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

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

No employee shall be assigned to or continue to be assigned to a shift where a GVRC Supervisor or other immediate supervisor, who is a relative of the employee, is regularly assigned. This same language shall apply where one of the related employees is not necessarily an immediate Supervisor, but is in such a position in the Department as to review, check, audit or make recommendations in any reasonable manner on the work or reports submitted by the other related employee.

## **ARTICLE XXIX - TRAINING**

The Employer will provide and/or mandate training to bargaining unit members which it feels will be necessary to effectively perform the essential function of their job. Such training may include but not be restricted to CPR, First Aid, Blood Borne Pathogen, Restraint Training, and Suicide Assessing.

## **ARTICLE XXX - EDUCATIONAL REIMBURSEMENT**

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

Full-time or permanent intermittent (with benefits) seniority employees will be reimbursed for tuition and fees for approved coursework in accordance with the following provisions:

- a. Class attendance and homework assignments must be completed on the employee's own time and not during working hours. Employees are prohibited from utilizing break periods and/or lunch periods to attend class. 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 on the active employment rolls at the beginning of the course, during the course, and at the completion of the course. Employees on layoff are included, provided they have recall rights. Probationary employees are excluded from applying and being reimbursed.
- c. Courses eligible for reimbursement will encompass coursework taken by the employee in order to provide that employee with the necessary academic training to qualify for regular opportunities within the established County-wide classification system.
- d. Seminars and workshops are excluded, except for education required to maintain certification or registration of the employee's current job.
- e. Employees must satisfactorily meet academic requirements ("C" or equivalent for all undergraduate coursework, and "B" or equivalent for all graduate coursework).
- f. Reimbursement per employee is limited to \$1500.00 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.). Recreational activities, lab, and other fees associated with fulfilling registration requirements are included. Fees and payments for books, supplies, transportation, parking, meals, and graduation are excluded. Total reimbursement for eligible bargaining unit members is limited to \$10,000. If applications for reimbursement exceed this maximum limit, reimbursement shall be on a first-come, first-served basis, in accordance with the date on which the application was received by the Human Resources Department.

### ***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. Such application should be submitted as soon as possible, but under no circumstances will an application be approved if it is not submitted by the employee to the Human Resources Department within two (2) weeks

following the first day of class. It is the sole responsibility of the employee to submit their application to the Human Resources Department by this deadline. Upon receipt of this application, a determination will be made by the Department Head in conjunction with the Human Resources Director as to whether the employee and the coursework meet program eligibility requirements. Thereafter, a copy will be returned to the employee within two (2) weeks, signifying a determination under the Educational Reimbursement Program.

### ***Section 3 - Tuition Refund***

Upon completion of approved courses, employees must submit to the Human Resources Department an official copy of the grade report or similar official evidence of completion of the course, a receipt for tuition payment of the course and a copy of the approved application form. Tuition refund payment will be issued for approved courses within thirty (30) days of receipt of above documents. However, if any employee receiving educational reimbursement is terminated from County employment by virtue of discharge, resignation or voluntary quit prior to the expiration of a one (1) year period following the completion of the course(s) for which reimbursement was issued, they shall repay said reimbursement on the basis of 1/12 of the reimbursement for each month they are short of meeting this one (1) year requirement.

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

### ***Section 1 - Uniform Allowance***

The Employer will provide a uniform allowance of two hundred dollars (\$200.00) for the initial purchase and two hundred dollars (\$200.00) per year (2080 straight-time hours) thereafter for replacement of uniforms for the Maintenance Mechanic. It is understood that this allowance is for the purchase and necessary upkeep of uniform items acceptable and required by the Employer.

The initial payment shall be paid within one (1) month of the date of employment, and thereafter, payments shall be made the first pay period following completion of every 2080 straight-time hours. The initial payment for the current Maintenance Mechanic will be paid in January 2005. Any employee receiving the uniform allowance who is terminated from employment by virtue of discharge, resignation, or voluntary quit prior to the expiration of a one-year period from the date the allowance was paid, shall repay the allowance on the basis of one-twelfth (1/12) of the amount received for each full month they are short of meeting the one-year requirement. Said employees are required to wear uniforms at all times while on the Employer's premises.

This allowance will be considered as taxable income.

## **Section 2 - Safety Shoes Allowance**

The Employer will provide a safety shoe allowance of one hundred dollars (\$100.00) for the initial purchase and one hundred dollars (\$100.00) every two years (4,160 straight-time hours) thereafter for the replacement of safety shoes for the Maintenance Mechanic. It is understood that this allowance is for the purchase and necessary upkeep of safety shoes acceptable and required by the Employer.

The initial payment shall be made to the employee with his/her first paycheck for the purchase of safety shoes acceptable and required by the Employer. Thereafter, payments shall be made the first pay period following completion of every 4,160 straight-time hours. The initial payment for the current Maintenance Mechanic will be paid in January 2005. Any employee receiving the safety shoe allowance who is terminated from employment by virtue of discharge, resignation, or voluntary quit prior to the expiration of a one-year period from the date the allowance was paid, shall repay the allowance on the basis of one-twelfth (1/12) of the amount received for each month they are short of meeting the one-year requirement. Said employees are required to wear safety shoes at all times while on the Employer's premises.

This allowance will be considered as taxable income.

## **ARTICLE XXXII - SAVINGS CLAUSE**

If any Article or Section or portion thereof of the Agreement or any Addendum thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section or portion thereof should be reinstated by such tribunal the remainder of the Agreement and Addendums shall not be affected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such Article or Section or portion thereof.

## **ARTICLE XXXIII - NO STRIKE CLAUSE**

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

**ARTICLE XXXIV - TERMINATION**

This Agreement shall be not become effective until ratified by the affected bargaining unit, and by the Genesee County Board of Commissioners, and shall remain in full force and effect until the 30<sup>th</sup> day of September 2009. No provisions shall take effect prior to final ratification, unless specifically stated within this agreement. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing at least sixty (60) days prior to the expiration date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin not later than thirty (30) days prior to the expiration date, in which case this Agreement shall continue in full force and effect until terminated as provided hereinafter.

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

FOR THE UNION/Date:

FOR THE EMPLOYER/Date:

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

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

## **APPENDIX A**

### ***Wages and Classifications*** **AFSCME Local 496, Chapter 02**

A seven hundred and fifty dollar (\$750.00) lump sum payment will be made to each bargaining unit member, the first full pay period after ratification of this agreement, payable in a separate check. Employees that have not completed one year of service will have the seven hundred and fifty dollar payment pro-rated for the full months employed at GVRC within the previous twelve (12) months.