12/31/99

AGREEMENT

Between

Genesee County

And

Teamsters Local 214

Representing

Genesee County Parks and Recreation Maintenance Employees

Genesee County

Effective January 1996 through December 1999

Michigan State University
LABOR AND INDUSTRIAL
RELATIONS LIBRARY

TABLE OF CONTENTS

	PAGE
PREAMBLE	1
ARTICLE I	
Recognition	1
ARTICLE II	
Employee, Union and Employer Rights	2
ARTICLE III	
Union Security and Union Dues	3
ARTICLE IV	
Union Representation	4
ARTICLE V	
Special Conferences	5
ARTICLE VI	
Grievance Procedure	5
ARTICLE VII	
Disciplinary Procedures	8
ARTICLE VIII	
Seniority	9
ARTICLE IX	
Layoff and Recall	11
ARTICLE X	
Promotions	12
ARTICLE XI	
Leave of Absence:	13
Military Leave	14
Jury Duty Leave	15
Court Leave	16
Union Educational Leave	16
Union Business Leave	16
Bereavement Leave	17
Educational Leave	18
Personal Leave	18
ARTICLE XII	
Longevity Compensation	19
ARTICLE XIII	
Hours of Work and Premium Hours	20

	PAGE
ARTICLE XIV	
Holidays	21
ARTICLE XV	
Vacations	23
ARTICLE XVI	
Life Insurance Coverage	25
ARTICLE XVII	
Disability Insurance Coverage	26
ARTICLE XVIII	
Worker's Compensation	28
ARTICLE XIX	
Hospital/Medical Benefits	29
ARTICLE XX	
Dental Benefits	31
ARTICLE XXI	
Optical Benefits	31
ARTICLE XXII	
Paid Personal Time	31
ARTICLE XXIII	
Retirement Benefits	32
ARTICLE XXIV	
Layoff Benefits	38
ARTICLE XXV	
Union Bulletin Boards	38
ARTICLE XXVI	
Outside Employment	39
ARTICLE XXVII	
General Provisions:	39
Mileage	40
Tool Allowance	40
Call-in Pay	40
Vehicle	40
Continuation Benefits	40
Payroll Shortages and Overpayments	41
Employee Benefit and Seniority Dates	41
ARTICLE XXVIII	
Educational Reimbursement	42

PAGE

ARTICLE XXIX
Salary Rates 44

ARTICLE XXX
Savings Clause 46

ARTICLE XXXI
Termination 46

AGREEMENT
between
Genesee County (as Defined)
And
Teamsters Local 214
Representing
Genesee County Parks and Recreation Maintenance Employees

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

PREAMBLE

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

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

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

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

ARTICLE I - RECOGNITION

Section 1

Pursuant to and in accordance with all applicable provisions of Act No. 379 of the Public Acts of 1965, as amended, the Employer does hereby recognize the Union as the sole exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of work and other specified conditions of employment, during the term of this Agreement for those employees of the Employer

in a bargaining unit consisting of "All full-time and regular part-time Genesee County Parks and Recreation Maintenance Employees, EXCLUDING: Supervisory Personnel and all other County employees."

Section 2

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

ARTICLE II - EMPLOYEE, UNION AND EMPLOYER RIGHTS

Section 1

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

Section 2

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

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

ARTICLE III - UNION SECURITY AND DUES DEDUCTION

Section 1

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

Section 2

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

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

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

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

Section 3

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

ARTICLE IV - UNION REPRESENTATION

Section 1

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

Section 2

The Steward shall be permitted to leave his/her work station, after the expiration of the first hour of his/her shift, to investigate and present grievances to the Employer, without loss of pay, after specifying to his/her Supervisor the purpose of his/her activity and recording his/her time on form #124. The Supervisor shall grant permission forthwith, for the Steward to leave his/her work station subject to necessary emergency exceptions. The privilege of the Steward leaving his/her work station during working hours without loss of pay is subject to the understanding that his/her time will be devoted to the proper processing of grievances and will not be abused. Upon entering any area of the Parks Commission in fulfillment of his/her duties, the Steward shall notify the Supervisor of their presence and purpose.

Section 3

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

Section 4

Employees will be represented by a bargaining committee of one (1). During regular working hours the bargaining committee will not lose pay for time spent in contract negotiations.

ARTICLE V - SPECIAL CONFERENCES

Section 1

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

Section 2

Such meetings shall be between not more than two (2) representatives of the Employer and not more than two (2) representatives of the local union. Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in special conference shall be confined to those included in the agenda. Conferences shall be held between the hours of 9:00 a.m. and 4:00 p.m. and limited to one (1) hour duration. The members of the Union shall not lose pay for time lost in such special conferences.

Section 3

Special conferences shall be scheduled within ten (10) days after the request is made unless otherwise agreed.

ARTICLE VI - GRIEVANCE PROCEDURE

Section 1

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

Section 2

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

a. The Employer and the Union agree that it is the best interest of all concerned that grievances be settled as quickly and expeditiously as possible making every effort to settle these matters at the earliest step of the grievance procedures.

b. All parties agree that the question of grievances will be dealt with in a responsible manner and that all grievances arising under and during the life of this Agreement shall be settled in accordance with procedures herein provided.

Section 3

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

Section 4

A grievance must be presented in writing by the Steward within one (1) calendar week after its occurrence in order to be a proper matter for the grievance procedure.

Step I

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

Step II

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

Step III

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

Step IV

If the grievance is not satisfactorily resolved in Steps 1, 2, or 3 above, written notification will be given by the Union to the Genesee County Personnel Director within five (5) working days after the Department Head's answer is due. The Personnel director will then schedule a meeting or meetings at a mutually agreeable time to be attended by two (2) representatives of the Union and two (2) representatives of the Employer within ten (10) working days after such notification. Not more than one (1) of the above mentioned representatives of either party shall have had any prior involvement in the bargaining of the grievance under appeal. If the matter is resolved by the parties at the Appeal Step, the disposition shall be reduced to writing and signed by all representatives with copies sent to the Employer and Union. If no disposition of the grievance is reached among the parties at the Appeal Step, the Personnel Director shall submit the Employer's final answer on the grievance to the Union within ten (10) calendar days following the date of the last appeal step meeting.

STEP V - ARBITRATION

a. The Union may request arbitration on any grievance unresolved at the Appeal Step within twenty-five (25) calendar days after the date of the last Appeal Step meeting.

b. All such requests shall be in writing by registered or certified mail, addressed to the Personnel Director and shall state the precise issue to be decided and any specific portions of the Agreement which are claimed to be violated. If not so requested within said twenty-five (25) calendar day period, the matter shall be considered settled on the basis of said last disposition.

c. Not more than one (1) grievance or dispute may be submitted in one (1) arbitration proceeding except by mutual agreement of the parties.

d. If the parties fail to agree upon an Arbitrator within ten (10) calendar days from the date the Employer receives such request for arbitration, the Union may submit the matter to the Michigan Employment Relations Commission asking for selection of an Arbitrator in accordance with its voluntary Labor Arbitration Rules then obtaining.

e. After designation of the Arbitrator, a hearing shall be held as soon as practical and the Arbitrator shall issue an Opinion and Award, both in accordance with said Rules. His decision shall be final and binding on the parties and the employee(s) involved.

f. The Arbitrator's fee, his travel expenses, the filing fee and the cost of any room or facilities shall be borne equally by the parties, but the fees and wages of representatives, counsel, witnesses, or other persons attending the hearing shall be borne by parties incurring them.

g. The Arbitrator shall have no power to add to, subtract from, or modify any of the terms of this Agreement, nor to make any recommendations with respect thereto. Neither shall he have power to establish or modify any classification or wage plan, to rule on any claim arising under an Insurance Policy or Retirement Claim or dispute, or to issue a ruling which modifies or conflicts with any Statute or Ordinance.

Section 5

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

Section 6 Veterans' Preference Claims

It is the intent of the parties to this Agreement that its terms and provisions shall be applicable to all employees included within the bargaining unit. Accordingly, the parties hereby agree that any employee who may come within the provisions of any legislative

enactment entitling a military veteran to a preference in employment or which establishes a procedure whereby the military veteran may challenge the Employer's determinations regarding the veteran's employment status will be required to, no later than Step III of the Grievance Procedure, elect in writing either the Grievance Procedure or his/her statutory remedy as a single means of challenging the Employer's determination. If the employee elects to pursue the statutory remedy, the grievance concerning the Employer's employment determination shall be considered withdrawn by the Union and further, shall not thereafter be a subject of any Arbitration proceeding.

ARTICLE VII - DISCIPLINARY PROCEDURES

Section 1

Disciplinary action taken by the Employer will be dependent upon the nature and seriousness of the offense or infraction. The Employer agrees upon assessing discharge or suspension to any employee, to promptly notify the Steward of the discharge or suspension. Other disciplinary action includes written reprimands and demotions. The employee and the Steward will be tendered a copy of any disciplinary action entered into his personnel file within three (3) working days of the action taken. In imposing disciplinary action on a current charge, the Employer will not take into account any prior infractions which occurred more than two (2) years previously, nor impose disciplinary action for errors or mistakes on his/her employment application, unless such errors or mistakes give rise to a material misrepresentation by the employee in securing a position with Genesee County. Disciplinary action assessed in instances of minor offenses or infractions will be progressive in nature. Should the disciplined employee and the Steward consider any disciplinary action improper the matter shall be processed through the regular grievance procedure.

Section 2

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

Section 3

The Employer reserves the right to establish and change from time-to-time reasonable work rules governing the conduct of its employees and to determine disciplinary action subject to Section 2 above, for violation of such rules. The Union shall have fifteen (15) calendar days to grieve the reasonableness of any such rules after a copy is

received by the Local President. Any grievance challenging the reasonableness of a rule shall be initiated at Step III of the Grievance Procedure.

ARTICLE VIII - SENIORITY

Section 1

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

Section 2

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

Section 3

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

Section 4

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

a. The employee quits, retires or receives a pension under the Genesee County Retirement System.

b. The employee is terminated or discharged and the termination or discharge is not reversed through the procedures set forth in this Agreement.

c. The employee is absent for any three (3) consecutive working days without properly notifying the Employer. After such unreported absence, the Employer will send written notification to the employee by certified mail at their last known address that because of the unreported absence the employee is considered to

have resigned (voluntary quit) and is no longer in the employ of Genesee County. In proper cases exceptions shall be made upon the employee producing convincing proof of his/her inability to give such notice.

d. The employee does not return to work from layoff on the date specified for recall as set forth in the recall procedure. In proper cases, exceptions shall be made upon the employee producing convincing proof of their inability to return as required.

e. The employee fails to return on the specified date following an approved leave of absence, sick leave, vacation or a disciplinary suspension. In proper cases, exceptions shall be made upon the employee presenting convincing proof of an inability to return on the required date.

f. The employee has been on layoff status for a period of three (3) years or the length of his/her seniority, whichever is less.

g. The employee has been on sick leave for a period of three (3) years or for a period of time equal to the length of his/her seniority at the time such sick leave commences, whichever is less.

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

Section 5

The seniority list of the date of this Agreement will show the names and job titles of all employees of the unit entitled to seniority.

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

Section 6

Regular Full-Time:	An employee working in a regularly funded position, eighty (80) hours per biweekly pay period. These employees are entitled to all fringe benefits accruing to Genesee County employees; i.e., vacation leave, personal time, insurance, overtime, pay, etc.
Part-Time Employees:	An employee working on a regular basis in a specific position normally budgeted for less than eighty (80) hours in a biweekly pay period for a twelve (12) month period. These employees are entitled to fringe benefits on a pro-rata basis dependent upon hours worked.

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

Section 7

Not withstanding his/her position on the seniority list, the Steward shall, in the event of a layoff of any type, be continued at work as long as there is a job in his/her classification which they are capable of performing and shall be recalled to work in the event of a layoff on the first open job classification in his/her bargaining unit which they are capable of performing.

ARTICLE IX - LAYOFF AND RECALL

Section 1

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

Section 2

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

The Employer will then determine the classification(s) being reduced. It is understood by the parties that in application of this Section, employees in higher rated classifications will filter downward within the department in line with their total accumulated seniority in the Parks and Recreation Commission into equal or lower rated bargaining unit classifications, provided they can perform the available work, but in no event will employees in lower rated classifications filter upward to positions in higher rated classifications.

Section 3

Employees being laid off from the work force will receive seven (7) calendar days notice by personal contact, telephone call or written communication prior to being laid off; but in any event confirmed in writing by certified mail to the employee's last known address. However, in circumstances where either due to employees returning to work without adequate notice from leaves of absence or when there is a temporary lack of work due to facilities being inoperable (i.e., fire, floods, tornadoes) the above mentioned seven (7) day notification requirement will be waived and only one (1) day notice will be

required. The Steward shall receive a list from the Employer of the employees being laid off on the same date the notices are issued to the Employer.

Section 4

a. When the bargaining unit work force is to be increased after a layoff, employees on layoff status (or in a reduced status in another classification) will be recalled according to seniority in the reverse order of the layoff providing the employee being recalled is capable of performing the available work. In addition, when there are employees on layoff status in the bargaining unit within the Employer, they will be returned to any available job they are capable of performing prior to new employees being hired providing that the available position is equal or lower rated than the position previously held and does not abridge the rights of any other employees of the Employer.

b. Notice of recall may be by personal contact, telephone call or written communication; but in any event will be confirmed by certified mail to the employee's last known address.

c. Employees will be granted up to seven (7) working days from the date of recall notification to return to work upon making written request specifying the date of return to the Personnel Department.

ARTICLE X - PROMOTIONS

Section 1

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

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

b. Attendance records and performance evaluations.

c. Ability to perform the essential functions of the job either with or without reasonable accommodation.

d. Where general factors above are equal, employees with the longest seniority may be given preference.

Section 2

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

Section 3

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

Section 4

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

Section 5

During the trial period the employee may revert to his/her former classification and former rate of pay. During the trial period, if the employee is unsatisfactory in the new position, he/she may be returned to his/her former classification and former rate of pay without loss of seniority.

Section 6

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

ARTICLE XI - LEAVES OF ABSENCE

Section 1

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

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

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

the employee by the Department Head. Prior to the approval or denial a through investigation shall be conducted wherever possible.

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

Section 2 - Military Leave

a. Any employee shall be granted an unpaid military leave of absence if they are currently employed by the Employer in other than a temporary position and are inducted into the Armed Forces of the United States, either voluntarily or involuntarily, 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 two (2) calendar weeks.

b. Employees inducted into the Armed Forces of the United States either voluntarily or involuntarily shall, upon completion of such service, be reinstated to their former position or to a position of like seniority, status and pay providing that the individual does not serve for more than four (4) years plus one (1) year additional voluntary extension of active duty if this additional service is at the request and for the convenience of the Government (and plus any involuntary service) and further providing that the individual be honorably discharged and be mentally and physically qualified to perform the former position or if he 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) days after completion of military service or from hospitalization continuing after discharge for a period of not more than one (1) year.

c. Employees who are members of a Reserve Component in the military service and are called to active duty for the purpose of training, shall be entitled to a leave of absence in addition to their annual vacation leave from their respective duties. Employees shall be paid the difference between all military compensation paid to the employee excluding travel allowance for a period of time and their regular wage for the same period of time not to exceed ten (10) working days in any calendar year. To receive such payment, employees must present verification of monies received during this training. Any additional time that an employee may be required to attend military meetings will not be compensated by the Employer, nor will the employee receive any benefits other than insurance benefits for additional time required to be taken under this section.

d. An employee shall not lose seniority while on military leave either as a Reservist or in regular service if provisions in the above Sections are met. The time counted in computing seniority shall include employment with the Employer prior to induction into the military service, a reasonable period between leaving his job and entering military service, not to exceed thirty (30) days, the entire period of his military service, and the period between his release from the service and his return to work.

e. Employees who are called for a pre-induction physical for the Armed Services are to be granted pay for the day of the physical. Employees must request personal time or time without pay for time other than the day the physical is actually given or any succeeding physicals that may be required.

f. Employees on military leave are not eligible to continue insurance coverage except for those individuals who are called to active duty as Reservists as outlined in Section c.

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

Section 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 notifica-tion of their jury duty if at all possible. Employees shall be paid the difference between any jury duty compensations they receive and their regular wages for time necessarily spent in jury service. Employees shall be paid on the next regularly scheduled pay day for each full day or half day of jury service, whichever is applicable after endorsing the jury duty check for each day to the Employer with the exception of those funds allocated for mileage. However, employees who complete such duty prior to the end of the work day shall return to their regular work station for the remainder of the work day.

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

Section 4 - Court Leave

a. Any employee other than a temporary employee required by the Board of Commissioners or any public agency having the power to subpoena to appear before a court of such agency on any matters related to their work with the Employer, shall be granted a leave of absence with pay for the period during which they are required to be absent from work. The employee shall give the Employer prior notification of their court appearance if at all possible. Employees shall be paid on the next regularly scheduled payday for each full day of court leave, after endorsing the fees check to the Employer, with the exception of those funds allocated for mileage.

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

Section 5 - Union Educational Leave

a. Leave of absence without pay shall be granted to any employee with one (1) year (2080 straight time hours) or more of service, who is elected or selected by the Union to attend educational classes or conventions conducted by the Union.

b. The number of employees on Union Educational Leave will not exceed more than one (1) nor will the number of working days for any one employee exceed twenty (20) in any one (1) calendar year.

c. Seniority (reference Article VIII, Section 1) and continuous service for the purpose of benefit accrual rates shall continue for an employee on an authorized Union Educational Leave of absence for the first twenty (20) calendar days of such leave in each calendar year.

Section 6 - Union Business Leave

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

b. Such leave shall not exceed three (3) years or the term of office whichever is shorter. However, this leave may be extended by mutual agreement of both parties.

c. Employees on such leave shall be required to give the Employer at least ten (10) working days prior notice before such leave will be

granted and at least ten (10) working days notice prior to returning to County employment from such leave.

d. Seniority (reference Article VIII, Section 1) and continuous service for the purpose of benefit accrual rates shall continue for an employee on an authorized Union Business Leave of absence for the duration of said authorized leave.

Employees on such leave will also accumulate retirement credit, statutory requirements permitting, if said employee submits both the Employer and employee contributions on a monthly basis. Any employee granted a Union Business Leave of Absence shall be entitled to re-employment at the expiration of said leave, in his/her former classification and department, seniority permitting.

Section 7 - Bereavement Leave

a. When death occurs in a non-probationary employee's immediate family, as defined below, the employee upon request will be excused for any of the first three (3) scheduled working days immediately following the date of death provided they attend the funeral, also providing that any minor holidays which occur during the three (3) day period of leave shall be counted as one (1) or more of the days of the three (3) day bereavement leave, with the understanding that in no event will the bereavement leave be extended as the result of a minor holiday. In addition, in cases where more than three (3) days occur between the date of death and the funeral, the bereavement leave can be adjusted to encompass any three (3) consecutive, scheduled work days following the date of death up to and including the day of the funeral, provided that the employee attends the funeral. The immediate family for purposes of this Section is defined as the parent, stepparent, grandparent, grandchild, brother, sister, aunt and current spouse, uncle and current spouse, current spouse's parent, current brother-in-law, current sister-in-law, current son-in-law and current daughter-in-law.

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

c. Employees excused from work under this provision shall, after making written application, receive the amount of wages they would have earned by working during straight time hours on such scheduled days of work for which they are excused.

d. Employees may be granted additional time off for travel or otherwise by use of earned vacation or personal days upon approval of their Supervisor or Department Head.

e. Seniority (reference Article VIII, Section 1) and continuous service for the purpose of benefit accrual rates shall continue for an employee who is on an authorized, paid Bereavement Leave of Absence.

Section 8 - Educational Leave

a. Leaves of absence without pay may be granted to employees wishing to further their education in a job related field. Such employees shall be eligible to apply for Educational Leave after having completed one (1) year (2080 straight time hours) of service.

b. Educational Leave may be granted for a maximum of two (2) years. This leave may be extended by mutual agreement of both parties.

c. Employees will not be eligible for educational reimbursement while on Educational Leave.

d. Seniority (reference Article VIII, Section 1) and continuous service for the purpose of benefit accrual rates shall not continue for an employee on an authorized Educational Leave of Absence except for the first thirty (30) calendar days of such leave. Any employee granted an Educational Leave of Absence shall be entitled to re-employment at the expiration of said leave, in his/her former classification and department, seniority permitting.

Section 9 - Personal Leave

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

b. Employees will be granted a Personal Leave only if they have used all their accumulated personal time.

c. Personal Leave shall not exceed one (1) calendar year.

d. Seniority (reference Article VIII, Section 1) and continuous service for the purpose of benefit accrual rates shall not continue for an employee on an authorized Personal Leave of Absence except for the first thirty (30) calendar days of such leave. Any employee granted a Personal Leave of Absence shall retain recall rights in his/her former classification and department, seniority permitting.

e. The Department Head in considering requests for Personal Leave will take into consideration the nature of the reason for the request. Priority among those applying shall be given to those employees requesting Personal Leave for family illness or emergency type situations.

ARTICLE XII- LONGEVITY COMPENSATION

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

Section 2

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

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

Section 3

Longevity compensation will be paid to employees who have served the equivalent of seven (7), ten (10), thirteen (13) sixteen (16), and nineteen (19) years of service. Longevity increments shall be calculated as follows:

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

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

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

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

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

Section 4

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

ARTICLE XIII - HOURS OF WORK AND PREMIUM HOURS

Section 1

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

Section 2

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

Section 3

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

a. Daily: All authorized work performed in excess of eight (8) hours in any twenty-four (24) hour period.

b. Periodically: All authorized work performed in excess of forty (40) hours per biweekly pay period.

Section 4

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

Section 5

a. A night shift premium of six percent (6%) will be paid to those employees assigned to the second shift and an eight percent (8%) premium will be paid to those employees assigned to the third shift.

b. For purposes of this Section, the term "second shift" shall mean any shift with a scheduled starting time of on or after 4:00 p.m. and before 12:00 a.m. and the term "third shift" shall mean any shift with a scheduled starting time of on or after 12:00 a.m. and before 8:00 a.m.

c. Employees scheduled to work second shift and work at least four (4) hours on second shift shall receive second shift premium pay for all hours worked during a twenty-four (24) hour period starting with the first hour worked on second shift. Employees scheduled to work third shift and work at least four (4) hours on

third shift shall receive third shift premium pay for all hours worked during a twenty-four (24) hour period starting with the first hour worked on third shift.

ARTICLE XIV - HOLIDAYS

Section 1

The following days shall be designated and observed as paid holidays for full-time employees who are eligible in accordance with the provisions of Section 3 below:

1996

New Years Day - January 1
Martin Luther King Day - January 15
Lincoln's Birthday - February 12
Washington's Birthday - February 19
Good Friday - April 5
Memorial Day - May 27
Independence Day - July 4
Labor Day - September 2
Columbus Day - October 14
Election Day - November 5
Veteran's Day - November 11
Thanksgiving Day - November 28
Friday after Thanksgiving Day - November 29
Day before Christmas - December 24
Christmas Day - December 25
Day before New Years Day - December 31

1997

New Years Day - January 1
Martin Luther King Day - January 20
Lincoln's Birthday - February 12
Washington's Birthday - February 17
Good Friday - March 28
Memorial Day - May 26
Independence Day - July 4
Labor Day - September 1
Columbus Day - October 13
Veteran's Day - November 11
Thanksgiving Day - November 27
Friday after Thanksgiving Day - November 28
Day before Christmas - December 24
Christmas Day - December 25
Day before New Years Day - December 31

1998

New Years Day - January 1
Martin Luther King Day - January 19
Lincoln's Birthday - February 12
Washington's Birthday - February 16
Good Friday - April 10
Memorial Day - May 25
Independence Day - July 3**
Labor Day - September 7
Columbus Day - October 12
Veteran's Day - November 11
Thanksgiving Day - November 26
Friday after Thanksgiving Day - November 27
Day before Christmas - December 24
Christmas Day - December 25
Day before New Years Day - December 31

***July 4 for employees regularly scheduled to work weekends.*

1999

New Years Day - January 1
Martin Luther King Day - January 18
Lincoln's Birthday - February 12
Washington's Birthday - February 15
Good Friday - April 2
Memorial Day - May 31
Independence Day - July 5**
Labor Day - September 7
Columbus Day - October 11
Veteran's Day - November 11
Thanksgiving Day - November 25
Friday after Thanksgiving Day - November 26
Day before Christmas - December 23
Christmas Day - December 24***
Day before New Years Day - December 30

July 4 for employees regularly scheduled to work weekends.
****December 25 for employees regularly scheduled to work weekends.***

Section 2

The definition of Election Day includes State and National elections only. Primaries are not to be considered an Election Day.

Section 3

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

a. In order to qualify for Holiday pay, the employees must have completed five hundred twenty (520) straight time hours with Genesee County;

b. The employee must work his or her scheduled hours on both his/her first regularly scheduled day before the holiday and on his or her first regularly scheduled day after the holiday or be on an authorized normally paid leave;

c. The employee must not be on a layoff;

d. The employee must not be suspended for disciplinary reasons;

e. An employee who is scheduled to work on a holiday but fails to report for work, unless otherwise excused, shall not be entitled to holiday pay.

Section 4

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

Section 5

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

Those employees required to work on a designated major holiday i.e., New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day shall be paid eight (8) hours holiday pay plus one and one-half (1 1/2) times their regular hourly rate for each hour worked. Those employees required to work on the remaining holidays listed above shall be paid eight (8) hours holiday pay plus their regular hourly rate for each hour worked for the first eight (8) hours and overtime in accordance with the terms of the existing contractual provisions for hours over eight (8).

Section 6

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

Section 7

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

ARTICLE XV - VACATIONS

Section 1

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

Section 2

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-eights (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-eights (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-eights (31 7/8) days.

For employees accruing vacation at the rate of two hundred (200) hours annually, the maximum amount of vacation that may be accumulated shall be three hundred (300) hours or thirty-seven and one-half (37 1/2) days.

Salary may not be substituted for vacation leave while the individual is employed by Genesee County. It is understood that no employee will jeopardize his/her accumulated vacation leave due to the Employer's failure to grant the vacation time.

Section 3

Upon termination of employment due to resignation, retirement or dismissal, an employee shall be compensated in wages for all unused vacation leave.

Section 4

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 of full time service: Employees shall accrue paid vacation at the rate of nine (9) hours for each 208 working hour period. (Ninety (90) hours or eleven and one fourth (11 1/4 working days vacation per year.)

Upon completion of five (5) years full time service: Employees shall accrue paid vacation at the rate of thirteen (13) hours for each 208 working hour period. (One hundred thirty (130) hours or sixteen and one-fourth (16 1/4) working days vacation per year.)

Upon completion of ten (10) years full time service: Employees shall accrue paid vacation at the rate of seventeen (17) hours for each 208 working hour period. (One hundred seventy (170) hours or twenty-one and one-fourth (21 1/4 working days vacation per year.)

Upon completion of fifteen (15) years full time service: Employees shall accrue paid vacation at the rate of twenty (20) hours for each 208 working hour period. (200 hours or twenty five (25) working days vacation per year).

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

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

Section 5

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

Section 6

If an employee becomes ill and is under the care of a duly licensed physician or recognized practitioner during his vacation and the employee utilizes accumulated sick leave credits or personal days for the period of illness, or avails himself of the County Sick and Accident Insurance Plan, his vacation for the number of days so utilized shall be rescheduled.

Section 7

A vacation may not be waived by an employee. If an employee is required by the Department to reschedule his vacation, the provision of Section 2 will not be involved.

Section 8

When a holiday observed by the Employer falls during an employee's scheduled vacation, the holiday will be allowed and the vacation leave will be extended accordingly.

Section 9

A vacation advance check not to exceed a two-week period may be issued to an employee upon request prior to the taking of his vacation.

Such requests must be made in writing three (3) weeks prior to the starting date of the employee's vacation and presented to the immediate supervisor.

ARTICLE XVI - LIFE INSURANCE COVERAGE

Section 1 - Active employees

Bargaining unit employees are eligible for $35,000 term life insurance policy on the first day of the month immediately following the completion of 520 hours of straight time employment. Effective January 1, 1997 the term life insurance policy shall be increased to $40,000.

Section 2 - Retirees

Life insurance for retirees is $10,000 for employees who retire on or after January 1, 1996; $8,500 for employees who retired on or after January 1, 1989 but before January 1, 1996; $7,500 for employees who

retired on or after January 1, 1986, but before January 1, 1989; and $5,000 for employees who retired prior to January 1, 1986. The date of separation of employment shall be utilized for determining the proper benefit level.

ARTICLE XVII - DISABILITY INSURANCE COVERAGE

(formerly entitled Sick/Accident Provisions)

Section 1

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

Employees with less than five (5) years of service are eligible for long term disability and/or short term disability for a period of time equivalent to their months of service. Employees with five (5) years or more are eligible for long term disability to age 65.

Section 2

An employee known to be ill or injured resulting in total disability as evidenced by a statement from their attending physician attesting to such condition will be placed on disability leave status commencing on the eighth (8th) calendar day following the initial visit to their physician and will continue on said status until medical evidence is received by the Personnel Department stating that the employee may return to work. Disability benefits consist of sixty (60%) percent of the employee's regular weekly wage rate up to a maximum of $375.00.

Effective upon final ratification by both parties, the weekly maximum shall be increased to $425.00. Effective January 1, 1998 the weekly maximum shall be increased to $475.00 and the monthly long term disability maximum shall be increased to $1800.00. Such increases shall only apply to employees who commence their disability leave on or after the effective date of the increase.

Section 3

Disability leave forms may be picked up by the employee, or by his or her designee, in the Personnel Department. These forms are to be completed by the employee and the employee's physician, and shall be returned to the Personnel Department within ten (10) calendar days from the first day of disability in order for the employee to qualify for disability benefits. This ten (10) day period shall be waived upon the employee providing convincing proof that delay in submitting forms was beyond the employee's control.

Section 4

Seniority (reference Article IX, Section 1), and continuous service for the purpose of benefit accrual rates shall continue for an employee on authorized disability leave for the first thirty (30)

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

Employees 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 they 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 Article IX, (Layoff Procedure) will be applied. The time periods set forth in this Article shall be calculated on a consecutive basis for multiple leaves of absence unless an employee returns to work for a period of fourteen (14) consecutive calendar days between the end of one (1) leave period and the commencement of another leave period, in which latter case the time period shall be calculated separately for purposes of this Section. This Section shall not apply to military leaves of absences.

Section 5

Prior to return to work, the employee shall provide to the Personnel Department a statement from the attending physician specifying the employee's ability to return to their normal assigned duties. The Employer may require the employee to complete a physical by a designated physician prior to being allowed to return to work.

Section 6

In the administration of the disability leave program, the Employer may from time to time investigate, or require to be investigated, employees who the County 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 agency (IMO). If as a result of this examination an employee is deemed not to be totally disabled, benefits under the disability policy shall cease immediately. The total cost of the IMO examination shall be borne by the Employer.

Section 7

If an employee ceases to be totally disabled or fails to submit required proof of said disability, the biweekly installments 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 physicians designated by the insurance company.

ARTICLE XVIII - WORKER'S COMPENSATION

Section 1

Employees shall report all injuries and illness arising directly from their County employment to their supervisor as soon as possible after the accident's occurrence using the forms required by the Genesee County Risk Management Office. If the injury is deemed compensable, the employee will receive the State mandated payment in accordance with statutory compensation levels. In addition, any employee with 520 straight time hours of service sustaining an occupational illness or injury shall be entitled to an amount when combined with the statutorily required compensation, will give the employee a total combined benefit of eighty percent (80%) of their then current gross regular straight time pay plus continuation of hospital/medical insurance, optical insurance, dental insurance and life insurance benefits. Such supplemental payments will be paid in periodic installments at intervals of not more than thirty (30) days beginning with the initial payment received by the employee under Worker's Disability compensation provisions and ending no later than twenty-four (24) months thereafter. The employee shall be entitled to a maximum of twenty-four (24) months of supplemental payments for the same disability regardless of any intervening periods of employment. In addition, the rate of pay used to determine the supplemental rate of pay shall be the rate used by the State in determining the Worker's compensation payment. In the event the employee's claim, disputed or undisputed, is resolved by informal compromise settlement, redemption or any other term used to describe such payment, said payment shall be considered to include any accrued and future supplemental benefits. In addition, employees will not be entitled to receive both the County supplemental payment and a supplemental payment from the County's auto insurance carrier, if applicable. Accordingly, employees will be given the option of claiming one (1) of the above two (2) supplemental payments, but under no condition will they be eligible to receive both.

Section 2

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

The above supplemental compensation shall be issued in periodic payments to the employee, at intervals of not more than thirty (30) days, beginning with the initial payment received by the employee from the insurance carrier under applicable Worker's Compensation Laws.

Employees shall not be permitted to accept employment elsewhere while on Worker's Disability Compensation leave. Acceptance of employment

or working for another Employer while on such leave may result in disciplinary action up to and including immediate discharge.

Section 3

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

ARTICLE XIX - HOSPITAL/MEDICAL BENEFITS

Section 1 - Employees hired prior to November 1, 1993.

The Employer agrees to provide Traditional Blue Cross/Blue Shield hospital/medical coverage as the standard plan for each full time employee hired prior to November 1, 1993 and their dependents. Employees have the option of selecting Blue Cross/Blue Shield Preferred Provider Organization (PPO) or a Health Maintenance Organization (HMO) alternative through Health Plus of Michigan or Blue Care Network 5II (except as modified in Section 3 below). Employees selecting other than the standard plan shall pay, through payroll deduction, the amount by which the premiums for such coverage exceeds the Traditional Blue Cross/Blue Shield premiums.

The traditional program includes, but is not limited to; MVF-1; Master Medical Option 2 $100/$200 deductible; dependent children coverage for ages 19-25; sponsored dependents; radiology and lab; 45 day in-patient nervous and mental and PPO prescription drugs $5.00 co-pay.

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

Section 2 - Employees hired on or after November 1, 1993.

The Employer agrees to provide Blue Cross/Blue Shield Preferred Provider Organization (PPO) coverage as the standard plan for each full time employee hired on or after November 1, 1993 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 or a Health Maintenance Organization (HMO) alternative through Health Plus of Michigan or Blue Care Network 5II (except as modified in Section 3 below). Employees selecting other than the standard plan shall pay, through payroll deduction, the amount by which the premiums for such coverage exceeds the Blue Cross/Blue Shield PPO premiums.

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

Section 3 - Prescription drugs and HMO effective July 1, 1996.

Prescription drug coverage shall include an employee co-pay no greater than five dollars ($5) per prescription.

One HMO alternative for employees to select in place of the applicable standard plan shall be provided by the Employer instead of two HMO plans as listed in Sections 1 and 2 above. An employee who selects the HMO shall pay, through payroll deduction, the amount by which the premiums for such coverage exceeds the applicable standard plan.

The initial carriers for prescription drug coverage and the HMO will be selected through the County purchasing regulations. One person representing the Union may be designated to participate in the selection process. If the selection committee can not reach a consensus on the carriers, the Personnel Director shall make a final recommendation to the Board of Commissioners for action. This section applies to all employees regardless of date of hire.

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

Section 4

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

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

Section 5

Employees may not receive money in lieu of full family or single coverage insurance, whichever the case may be.

ARTICLE XX - DENTAL BENEFITS

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

Current dental benefits include, but are not limited to: Class I- diagnostic and preventive - 100%, restorative - 75%; Class II- prosthetics - 50%; and Class III- orthodontics - 50%. Class I and Class II have an $800.00 combined maximum benefit per eligible person per benefit year. Class III have a $1,000.00 maximum life time benefit per eligible person.

Effective October 1, 1997 the $800.00 maximum for Class I and Class II shall be increased to $1000.00. The $1000.00 maximum for Class III shall be increased to $1200.00.

ARTICLE XXI - OPTICAL BENEFITS

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

Current optical benefits include, but are not limited to: 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.

ARTICLE XX11 - PAID PERSONAL TIME

Employees initially are accorded fifty-six (56) hours of paid personal time after completion of 520 hours of straight time employment and thereafter on the occurrence of their current benefit date during each calendar year. The intended use of such time is for legitimate purposes as medical (doctor, dentist and short term illness), business, legal, or other personal matters. Approval must be obtained from the department prior to utilizing personal time on the standard Request for Time Off, P-130, except in emergency situations. In cases where multiple requests for personal days are received from employees, which cannot be granted due to efficiency of operations and/or

staffing requirements, the department will honor said requests on a first come, first served basis; unless said requests are received on the same date, in which case seniority shall prevail. If not utilized, personal time will accumulate indefinitely and have no monetary value upon separation from employment with Genesee County for whatever reason.

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

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

ARTICLE XXIII - RETIREMENT BENEFITS

Section 1- BACKGROUND.

Effective July 1, 1996 the retirement benefits provided to Genesee County employees will undergo a major change. Benefits provided under the Genesee County Employees Retirement System (Old Plan) will no longer be offered as the sole plan for new employees hired on or after July 1, 1996. *Employees hired prior to July 1, 1996 will have the option of remaining in the Old Plan or participating in the newly established Defined Contribution Plan (New Plan). It is not the intent of the Employer to make the New Plan mandatory for any employees hired prior to July 1, 1996, at this time, or at any time in the future.* The New Plan shall be subject to applicable IRS rules and the terms and conditions of the Plan Administrator and shall be IRS qualified prior to implementation. The Union shall be involved in the selection of the Plan Administrator and development of the Plan Document.

Section 2- EMPLOYEES HIRED PRIOR TO JULY 1, 1996 WHO REMAIN IN THE OLD PLAN.

Retirement benefits are governed by the detailed provisions of the Genesee County Retirement Ordinance and amendments thereto, together with the Retirement Commission's administrative rules and regulations. Copies of the Ordinance may be obtained from the County Retirement Office.

Multiplier- The retirement allowance factor for employees who retire prior to July 1, 1996 shall be 2.4 for the first 25 years and 1.0 for each year thereafter. The retirement allowance factor for employees who retire on or after July 1, 1996 shall be 2.4 for all years of credited service. The maximum portion of the retirement allowance

financed by the Employer shall not exceed sixty five percent (65%) of the employee's final average compensation.

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

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

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

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

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

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

Other governmental service- Employees may apply in writing to the Retirement Coordinator to receive credit for other governmental service for credited service for retirement purposes only under the provisions of Section 12 a(1) b(9) of Act No. 156 of the Public Acts of 1851, as amended by Act No. 507 of the Public Acts of 1982, being Section 46.12a of the Compiled laws of 1970. The employee must meet all the qualifications and conditions outlined in the above Act. Temporary employment with another Governmental Agency is not considered to be eligible for credited service with Genesee County.

Military service- Employees may apply in writing to the Retirement Coordinator to receive credit for military service for credited service for retirement purposes only under the provisions of Section 12 a(1) b(15) of Act No. 156 of the Public Acts of 1851, as amended by Act. No. 507 of the Public Acts of 1982, being Section 46.12a of the Compiled Laws of 1970. The employee must meet all the qualifications and conditions outlined in the above Act.

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

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

Medical benefits- Upon commencement of pension benefit payments, the Employer shall provide retirees 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.

Life insurance- Employees who retire on or after January 1, 1996 with at least eight (8) years of credited service, shall receive $10,000 straight life insurance policy upon commencement of pension benefit payments.

Miscellaneous Provisions

a) A retiree, who selects the Straight Life Allowance retirement option or a Section 25(c) option, will be entitled to medical, dental and optical benefits through the retiree's lifetime only (100% of the coverage paid by the Employer). Coverage will cease upon the death of the retiree.

b) A retiree, who selects the Option A retirement option, will be entitled to medical, dental and optical benefits through the retiree's and one (1) beneficiary's lifetime (100% of the coverage paid by the Employer).

c) A retiree, who selects the Option B retirement option, will be entitled to medical, dental and optical benefits through the retiree's lifetime (100% of the coverage paid by the Employer) and, should the retiree predecease the beneficiary, one (1) beneficiary will receive medical, dental and optical coverage (50% paid by the Employer and 50% paid by the Beneficiary).

d) A retiree, who selects the Option C retirement option, will be entitled to medical, dental and optical benefits through the retiree's lifetime (100% of the coverage paid by the Employer). If the retiree deceases during the guaranteed period of Option C, one (1) beneficiary will receive medical, dental and optical coverage (100% of the coverage paid by the Employer) for the remainder of the guarantee period after which time all coverage will cease.

e) The beneficiary of an employee who deceases for non-duty reasons will be entitled to medical, dental and optical coverage (100% of the coverage paid by the Employer) if the employee has 15 years of credited service as determined by the Genesee County Retirement

system. This coverage will continue through the beneficiary's lifetime.

f) An employee who has at least ten (10) years of credited service and who is found eligible by the Genesee County Retirement Commission to retire with a non-duty disability retirement, will be entitled to medical, dental and optical coverage as outlined in Sections a, b, c or d above, except for a Section 25 (c) option.

g) An employee who is found eligible by the Genesee County Retirement Commission to retire with a duty disability retirement, will be entitled to medical, dental and optical coverage as outlined in Sections a, b, c or d above, except for a Section 25 (c) option.

h) In the event an employee dies as a result of an injury or disease arising out of employment with the County and is eligible for duty death benefits as determined by the Genesee County Retirement System, the beneficiary of the employee will be entitled to medical, dental and optical benefits (100% of the coverage paid by the Employer) as long as the beneficiary remains eligible under the provisions of the Genesee County Retirement Ordinance.

Section 3- EMPLOYEES HIRED PRIOR TO JULY 1, 1996 WHO SWITCH TO THE NEW PLAN.

Current employees will have the initial opportunity to "roll over" their asset value from the Old Plan into the New Plan effective July 1, 1996 or as soon thereafter as possible. A second opportunity to roll over their asset value shall be effective July 1, 1997. Once an employee has entered the New Plan, s/he will not be able to return to the Old Plan.

Actuary- The Employer will, with Union involvement, hire an independent actuary to perform an actuarial evaluation to determine the asset value of each employee in the Old Plan. Each employee will be informed in writing of the amount of money that would be "rolled over" into the New Plan into their personal retirement account effective July 1, 1996 or July 1, 1997 as the case may be.

Information- The Employer will provide employees with the necessary time and information to make an informed, educated choice of remaining in the Old Plan or rolling over into the New Plan. Investment consultants will be available at designated times during and after regular work hours for educational purposes. Employees will not lose pay for time spent in such educational meetings during regular work hours. The Union will be involved in the preparation of educational materials, including materials used in new employee orientation.

Contributions- Beginning July 1, 1996 and thereafter, the Employer will contribute 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 either three percent (3%) of gross earnings or five percent (5%) of gross earnings depending upon which plan the employee chooses.

Vesting- Current employees shall be immediately vested. This means that the employee will receive the full value of employee contributions, Employer contributions and investment earnings on their personal retirement account.

Medical benefits-

(1) The Employer shall provide retirees with medical, dental and optical coverage, including any premium co-payments, equivalent to the coverage and premium co-payments which was in effect for the retiree at the time of separation of employment. If such coverage is not available for retirees, the Employer and Union will meet to negotiate an alternative. Retirees shall also be required to pay for Medicare Supplement Part B. Retiree dependents who are receiving medical, dental or optical benefits under this provision, shall continue to receive such benefits upon death of the retiree as long as the Beneficiary is otherwise eligible, pursuant to the terms and conditions of the carrier. Such benefits shall be provided:

(2) After 23 years of credited service, regardless of age.

(3) At age 60 with at least eight (8) years of credited service.

(4) When twenty-three (23) years of credited service would have been completed for employees who were hired prior to January 1, 1988 and who separate employment after eight (8) years of credited service.

(5) When twenty-three (23) years of credited service would have been completed for employees who were hired on or after January 1, 1988 and who leave after fifteen (15) years of credited service.

Life insurance- Employees who retire with at least eight (8) years of credited service shall receive $10,000 straight life insurance policy paid by the Employer at age sixty (60) or when twenty-three (23) years of credited service would have been completed, whichever is sooner, or upon commencement of pension benefit payments.

Miscellaneous Provisions-

(a) The beneficiary of an employee who deceases for non-duty reasons will be entitled to medical, dental and optical coverage as outlined in paragraph (1) above if the employee has 15 years of credited service.

(b) An employee who has at least ten (10) years of credited service and who is found eligible to retire with a non-duty disability retirement, will be entitled to medical, dental and optical coverage as outlined in paragraph (1) above.

(c) An employee who is found eligible to retire with a duty disability retirement, will be entitled to medical, dental and optical coverage as outlined in paragraph (1) above.

(d) In the event an employee dies as a result of an injury or disease arising out of employment with the County and is eligible for duty death benefits, the beneficiary of the employee will be entitled to medical, dental and optical benefits as outlined in paragraph (1) above.

Section 4- EMPLOYEES HIRED ON OR AFTER JULY 1, 1996.

NEW PLAN PROVISIONS FOR NEW HIRES

Contributions- Beginning July 1, 1996 and thereafter, the Employer will contribute 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 either three percent (3%) of gross earnings or five percent (5%) of gross earnings depending upon which plan the employee chooses.

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

Completed years of service	Percent vested
Two (2) years	25%
Three (3) years	50%
Four (4) years	75%
Five (5) years	100%

Medical benefits

i) The Employer shall provide retirees with at least twenty-three (23) years of credited service, with medical, dental and optical coverage, including any premium co-payments, equivalent to the coverage and premium co-payments which was in effect for the retiree at the time of separation of employment. If such coverage is not available for retirees, the Employer and Union will meet to negotiate an alternative. Retirees shall also be required to pay for Medicare Supplement Part B. Retiree dependents who are receiving medical, dental or optical benefits under this provision, shall continue to receive such benefits upon death of the retiree as long as the Beneficiary is otherwise eligible, pursuant to the terms and conditions of the carrier.

ii) Employees who retire with at least fifteen (15) years of service but less than twenty-three (23) years, may elect to be provided medical benefits as stated in the above paragraph provided the retiree is at least age sixty (60) and provided the retiree pays an additional twenty-five percent (25%) of the necessary premiums to the Employer no

later than the 20th of each month. Retiree dependents who are receiving medical, dental or optical benefits under this provision, shall continue to receive such benefits upon death of the retiree as long as the Beneficiary is otherwise eligible, pursuant to the terms and conditions of the carrier.

Life insurance- Employees who retire with at least fifteen (15) years of credited service, regardless of age, shall receive $10,000 straight life insurance policy paid by the Employer.

Miscellaneous Provisions

a) An employee who is found eligible to retire with a duty disability retirement, will be entitled to medical, dental and optical coverage as outlined in paragraph (i) above.

b) In the event an employee dies as a result of an injury or disease arising out of employment with the County and is eligible for duty death benefits, the beneficiary of the employee will be entitled to medical, dental and optical benefits (100% of the coverage paid by the Employer) as long as the beneficiary remains eligible under the provisions of the Genesee County Retirement Ordinance.

c) An employee who has at least fifteen (15) years of credited service who dies, not in the line of duty, shall be considered to have retired on the day before the death.

ARTICLE XXIV - LAYOFF BENEFITS

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

ARTICLE XXV - UNION BULLETIN BOARDS

Section 1

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

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

All such notices are to be signed by the Steward.

Section 2

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

ARTICLE XXVI - OUTSIDE EMPLOYMENT

Section 1

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

Section 2

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

Section 3

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

Section 4

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

ARTICLE XXVII - GENERAL PROVISIONS

SECTION 1

The Employer agrees to provide a uniform allowance of $385.00 per year to be paid within one (1) month of the date of employment and annually on January 31st thereafter. The employee shall receive the full amount the first year of employment. On January 31st of the following year the allowance will be pro-rated in the following manner: 1/12 of the total allowance for full month worked in the first year of employment. On the following January 31st and each year thereafter the employee shall receive a clothing allowance in the full amount. It is understood that this allowance is for the purchase and necessary

upkeep of the uniform items required by Commission policy of all maintenance personnel. It is further understood that maintenance personnel are to be in uniform at all times while on duty and that uniforms will be kept neat and presentable.

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

Section 2 - Mileage

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

Section 3 - Tool Allowance

Tools required for the performance of job duties are to be provided by the employee. Effective January 31, and each year thereafter on the anniversary of that date, the members of the bargaining unit shall receive a tool allowance in accordance with the following schedules:

Maintenance Worker I	$75.00
Maintenance Worker II	$120.00

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

Section 4 - Call-in Pay

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

Section 5 - Vehicle

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

Section 6 - Continuation Benefits

a. The Employer agrees to provide a maximum of twelve (12) months hospital/medical coverage for employees on authorized sick/accident leave of absence who have at least five (5) full years of continuous service beginning with the first day such employee goes on authorized sick/accident leave status. Employees who have at least one (1) full year of service but not

more than five (5) full years of service shall be provided a maximum of six (6) months of hospital/medical coverage in accordance with the above provisions.

b. The Employer agrees to provide one (1) months hospital/medical coverage for each full year of continuous service, up to a maximum of six (6) months coverage, for employees on layoff status, beginning with the first day of layoff. Said continuation of hospital/medical coverage is contingent upon the laid off employee maintaining eligibility for unemployment benefits.

c. Employees will also be permitted the option of continuing present hospital/medical coverage at their own expense while on authorized Union Business Leave, Education Leave, and Personal Leave for a maximum of twelve (12) months, beginning with the first day such employees go on said authorized leave or on layoff status who are not eligible for a full twelve (12) months of paid benefits (see paragraphs a and b above) will also be permitted the option of continuing their benefits up to a maximum of twelve (12) months of benefits. However, the combined total of Employer paid and employee paid benefits shall not exceed twelve (12) months. Employee payment of insurance premiums referred to in this Section must be submitted to the Personnel Department in the form of a check or money order by the 15th of each month or coverage will cease.

d. The above provisions (Paragraphs "a", "b" and "c" above) concerning continuation of hospital/medical coverage shall be applicable to term life insurance coverage, optical insurance and dental insurance.

Section 7 - Payroll Shortages and Overpayments

Minor shortages shall be adjusted in the employee's next check. If the shortage constitutes a considerable amount, then upon the request of the employee, a supplemental check will be issued by the Controller's Office in order to avoid employee hardships. Minor overpayments shall be adjusted in the employee's next check. Employees will be notified in writing when an overpayment of a significant amount has occurred. Employees may make arrangements through the Controller's Office to refund such overpayments through payroll check adjustments over a specified period of time. However, if such arrangements are not requested by the employee and thereafter approved by the payroll section of the Controller's Office, the amount owed to the County shall be eliminated by adjustment of the employee's next payroll check(s) up to the statutorily allowed maximum of 25% of net earnings.

Section 8 - Employee Benefit and Seniority Dates

a. Continuous Service Date - Hire date adjusted for leaves of absence and/or layoffs in excess of thirty (30) calendar days utilized for computing longevity payments.

b. Anniversary Date - Hire date adjusted for leaves of absence and/or layoffs in excess of thirty (30) calendar days utilized for determining the date of an employee's next scheduled merit increase.

c. Hire-in Date - Date of most recent employment in the bargaining unit.

d. Vacation Benefit Date - Hire date adjusted for leaves of absence and/or layoffs over thirty (30) calendar days-utilized for determining vacation accrual rate.

e. Personal Time Benefit Date - Hire date adjusted for leaves of absence and/or layoffs over thirty (30) calendar days-utilized for personal time accumulation. However, if employee was active on the payroll prior to January 1, 1969, their personal time benefit date is January 1st.

f. Seniority Date - Hire date in a department and/or classification per Union contract provisions adjusted for leaves of absence and/or layoffs over thirty (30) calendar days (173 hours) utilized primarily for promotional and layoff and recall purposes.

g. Retirement Date (Credited Service) - Date of membership in the Retirement System adjusted for any time absent from work when contributions were not made by the member into the Retirement System.

ARTICLE XXVIII - EDUCATIONAL REIMBURSEMENT

Section 1

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

a. Class attendance and homework assignments must be completed on the employee's own time and not during working hours. In addition, employees are prohibited from utilizing break periods and/or lunch periods to attend class for which they are requesting to receive educational reimbursement. Employees will be permitted to utilize vacation, personal and/or compensatory time to attend class when authorized to do so by their Department.

b. Employees must be full time and on the active employment rolls at the beginning of the course, during the course, and at the completion of the course. Probationary employees are excluded from applying and being reimbursed.

c. Course work must be taken through an accredited college or educational institution, and must be job related. It is the understanding of the parties that the term "job related" will also encompass course work taken by the employee in order to provide

that employee with the necessary academic training to qualify for regular promotional opportunities within the established County-wide promotional system.

d. Seminars and workshops are excluded.

e. Employees must satisfactorily meet academic requirements ("C" or equivalent for all undergraduate course work, and "B" or equivalent for all graduate course work).

f. Reimbursement per employee is limited to $1000.00 for approved courses which end in those calendar years. In no instance will a refund exceed the employee's actual expenditures, nor will reimbursement be issued for expenses also being reimbursed through other sources (i.e., scholarships, G.I, Bill, etc.). Fees and payments for books, supplies, transportation, parking, meals, recreational activities and graduation are excluded. Total reimbursement for Union employees is limited to $1,000 for the calendar year. If applications for reimbursement exceed this maximum limit, reimbursement shall be on a first come first served basis, in accordance with the date on which the application was received by the Personnel Department.

Section 2

In order to be eligible for reimbursement, employees must make application for educational reimbursement through the Personnel 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 Personnel 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 Personnel Department by this deadline. Upon receipt of this application, a determination will be made by the Department Head in conjunction with the Personnel Director as to whether the employee and the course work meet program eligibility requirements. Thereafter, the #2 and #3 copies will be returned to the employee within two (2) weeks, signifying a determination under the Educational Reimbursement Program.

Section 3

Upon completion of approved courses, employees must submit to the Personnel 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 XXIX - SALARY RATES

Section 1

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

Section 2

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

JANUARY 1, 1996 (0%)

MAINTENANCE WORKER I

	.8	.9	1(AA)	2(A)	3(B)	4(C)	5(D)	6(E)	7(F)
Annual	19,060	21,355	23,650	27,433	28,175	29,041	29,846	30,652	31,355
Hourly	9.1633	10.2666	11.3700	13.1888	13.5457	13.9619	14.3493	14.7367	15.0746

MAINTENANCE WORKER II, MAINTENANCE SPECIALIST II

	.8	.9	1(AA)	2(A)	3(B)	4(C)	5(D)	6(E)	7(F)
Annual	22,132	24,427	26,722	30,652	31,342	32,053	33,452	34,851	35,589
Hourly	10.6405	11.7438	12.8472	14.7367	15.0683	15.4103	16.0826	16.7551	17.1101

HISTORICAL VILLAGE MASTER MECHANIC

	.8	.9	1(AA)	2(A)	3(B)	4(C)	5(D)	6(E)	7(F)
Annual	24,694	26,989	28,431	32,528	33,558	34,633	35,748	36,951	38,197
Hourly	11.8720	12.9753	13.6686	15.6383	16.1337	16.6506	17.1865	17.7650	18.3641

MASTER CRAFTSMAN

	.8	.9	1(AA)	2(A)	3(B)	4(C)	5(D)	6(E)
Annual	28,367	30,662	32,957	35,762	36,868	38,018	39,256	40,540
Hourly	13.6382	14.7416	15.8449	17.1934	17.7252	18.2779	18.8733	19.4905

OCTOBER 1, 1996 (3.0%)

MAINTENANCE WORKER I

	.8	.9	1(AA)	2(A)	3(B)	4(C)	5(D)	6(E)	7(F)
Annual	19,631	21,995	24,359	28,256	29,020	29,912	30,742	31,572	32,296
Hourly	9.4382	10.5746	11.7111	13.5845	13.9521	14.3808	14.7798	15.1788	15.5268

MAINTENANCE WORKER II, MAINTENANCE SPECIALIST II

	.8	.9	1(AA)	2(A)	3(B)	4(C)	5(D)	6(E)	7(F)
Annual	22,796	25,160	27,524	31,572	32,282	33,015	34,455	35,896	36,657
Hourly	10.9597	12.0962	13.2326	15.1788	15.5203	15.8726	16.5651	17.2578	17.6234

HISTORICAL VILLAGE MASTER MECHANIC

	.8	.9	1(AA)	2(A)	3(B)	4(C)	5(D)	6(E)	7(F)
Annual	25,434	27,798	29,284	33,503	34,565	35,672	36,820	38,060	39,343
Hourly	12.2281	13.3646	14.0787	16.1074	16.6177	17.1501	17.7021	18.2979	18.9150

MASTER CRAFTSMAN

	.8	.9	1(AA)	2(A)	3(B)	4(C)	5(D)	6(E)
Annual	29,218	31,582	33,946	36,835	37,975	39,158	40,434	41,756
Hourly	14.0473	15.1838	16.3203	17.7092	18.2570	18.8262	19.4395	20.0752

<u>JANUARY 1, 1998 (3.0)</u>

MAINTENANCE WORKER I

	.8	.9	1(AA)	2(A)	3(B)	4(C)	5(D)	6(E)	7(F)
Annual	20,220	22,655	25,090	29,103	29,891	30,809	31,664	32,519	33,265
Hourly	9.7213	10.8918	12.0624	13.9920	14.3707	14.8122	15.2232	15.6342	15.9926

MAINTENANCE WORKER II, MAINTENANCE SPECIALIST II

	.8	.9	1(AA)	2(A)	3(B)	4(C)	5(D)	6(E)	7(F)
Annual	23,480	25,915	28,350	32,519	33,251	34,006	35,489	36,973	37,756
Hourly	11.2885	12.4591	13.6296	15.6342	15.9859	16.3488	17.0621	17.7755	18.1521

HISTORICAL VILLAGE MASTER MECHANIC

	.8	.9	1(AA)	2(A)	3(B)	4(C)	5(D)	6(E)	7(F)
Annual	26,197	28,632	30,162	34,508	35,602	36,742	37,925	39,201	40,524
Hourly	12.5949	13.7655	14.5011	16.5906	17.1162	17.6646	18.2332	18.8468	19.4825

MASTER CRAFTSMAN

	.8	.9	1(AA)	2(A)	3(B)	4(C)	5(D)	6(E)
Annual	30,095	32,530	34,965	37,940	39,114	40,333	41,647	43,009
Hourly	14.4687	15.6393	16.8099	18.2405	18.8047	19.3910	20.0227	20.6775

<u>JANUARY 1, 1999 (4.0%)</u>

MAINTENANCE WORKER I

	.8	.9	1(AA)	2(A)	3(B)	4(C)	5(D)	6(E)	7(F)
Annual	21,029	23,561	26,093	30,268	31,087	32,042	32,931	33,820	34,595
Hourly	10.1102	11.3275	12.5449	14.5517	14.9455	15.4047	15.8321	16.2596	16.6323

MAINTENANCE WORKER II, MAINTENANCE SPECIALIST II

	.8	.9	1(AA)	2(A)	3(B)	4(C)	5(D)	6(E)	7(F)
Annual	24,419	26,952	29,484	33,820	34,581	35,366	36,909	38,452	39,267
Hourly	11.7400	12.9575	14.1748	16.2596	16.6253	17.0028	17.7446	18.4865	18.8782

HISTORICAL VILLAGE MASTER MECHANIC

	.8	.9	1(AA)	2(A)	3(B)	4(C)	5(D)	6(E)	7(F)
Annual	27,245	29,777	31,369	35,889	37,026	38,212	39,442	40,769	42,145
Hourly	13.0987	14.3161	15.0811	17.2542	17.8008	18.3712	18.9625	19.6007	20.2618

MASTER CRAFTSMAN

	.8	.9	1(AA)	2(A)	3(B)	4(C)	5(D)	6(E)
Annual	31,299	33,831	36,363	39,458	40,678	41,947	43,313	44,730
Hourly	15.0474	16.2649	17.4823	18.9701	19.5569	20.1666	20.8236	21.5046

ARTICLE XXX - SAVINGS CLAUSE

Section 1

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

Section 2

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

ARTICLE XXXI - TERMINATION

Section 1

This Agreement shall be effective on the 22ND day of March 1996 and shall remain in full force until the 31st day of December, 1999. 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.

FOR THE UNION/Date:	FOR THE EMPLOYER/Date:
Anthony F. Marok 3/22/96	Jame Lundell 3/22/96
David A Dame 3-29-96	Robert Bonnie 3/28/96