

AGREEMENT

Between

GENESEE COUNTY (As Defined)

And

LOCAL 496, CHAPTER 10

SENIOR MOBILE MEALS DRIVERS

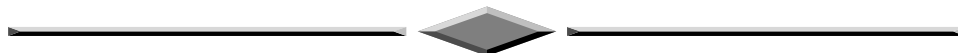
Affiliated with Council 25 of the

AMERICAN FEDERATION OF STATE,

COUNTY AND MUNICIPAL EMPLOYEES

(AFL-CIO)

JULY 24, 2007 through September 30, 2010



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AGREEMENT

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

PREAMBLE

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

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

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

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

ARTICLE 1 - RECOGNITION - EMPLOYEES COVERED

Section 1 - Collective Bargaining Unit

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

Section 2 - Non-Interference Union Activity

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

ARTICLE 2 - EMPLOYEE, UNION AND EMPLOYER RIGHTS

Section 1 - Public Acts

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

Section 2 - Employer Rights

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

Section 3 - Practices in Effect

It is not the intent of this Agreement to abridge or amend any mutually satisfactory practice currently in effect with regard to wages, hours and other terms and conditions of employment, which is not superseded or prohibited by the provisions of this Agreement. However, it is further recognized that such practices may be subjected to modification or termination by the Employer due to new or differing modes of operation, economic feasibility, or other changing conditions. In such instances, if the Union

and/or any affected employee considers such action to be unjust or unreasonable, the matter may be pursued through the grievance procedure.

Section 4 - Discipline Modification by Arbitrator

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

ARTICLE 3 - UNION SECURITY AND UNION DUES

Section 1 - Membership

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

Section 2 - Membership Dues

Employees who are members of the Union shall, as a condition of continued employment, pay to the Union each pay period the dues and fees which have been certified to the Employer by the Treasurer of Local 496. The Employer agrees to deduct Union dues uniformly required each pay period. The amounts to be deducted shall be certified to the Employer by the Treasurer of Local 496, and the aggregate deductions of all employees shall be remitted together with an itemized statement to the Financial Officer of Council 25.

Section 3 - Service Fee

Any present or future employee who is not a Union member and who has not made application for membership, shall, as a condition of employment, pay to the Union each pay period a service fee equivalent to the amount of dues uniformly required of members of the Union. The Employer agrees to deduct the aforesaid service fees each pay period from the pay of the employees and pay the amount so deducted to the Financial Officer of Council 25.

Section 4 - Equivalent Fee Payment

Any employee who was or is covered by the collective bargaining Agreement and who, in any month paid neither dues nor equivalent service fee, shall pay a service fee equivalent to dues for that month and all months during which they were represented and paid neither dues nor service fees.

Section 5 - Hold Harmless

With regard to the above Union Security and Union Dues Check-Off clauses, the Union hereby agrees to hold the Employer harmless from any and all liability that may arise in consequence of the application of such clauses. Any requests by employees for actual or alleged overpayments shall be made directly to the Union through its Treasurer, within two (2) weeks of the actual or alleged over payment.

In cases where Union dues are deducted in error from non-Union employees and are sent to the Union, the Union shall promptly refund any monies owed the employee upon presentation of proper evidence. Such presentation shall be made within two (2) weeks of the receipt of the check in which overpayment occurred.

Section 6 - New Bargaining Unit Employee List

The Human Resources Director will submit monthly to the Local Union President and Chapter Chairperson, a written listing of new bargaining unit employees. Thereafter, within thirty (30) calendar days the Local Union Treasurer will notify the Human Resources Director in writing of the agency fees or membership status of the new bargaining unit employees.

ARTICLE 4 - UNION REPRESENTATION

Section 1 - Steward

Employees shall be represented by one (1) Steward. The steward shall be a Senior Mobile Meals Driver.

The Union may also designate one (1) Alternate Steward whose 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/she is an employee and until he/she has satisfactorily completed his or her probationary period.

Section 2 - Identification of Representatives

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

Likewise, the Human Resources Department will provide the Chapter Chairperson a list of administrative and supervisory personnel who will be involved in the grievance procedure.

Section 3 - International Union Representatives

International and/or Council Executive Officers of the Union and/or their representatives are authorized to represent the Union at the appropriate step of the grievance procedure.

Section 4 - Steward Grievance

Any Steward or Alternate Steward, having an individual grievance in connection with their own work, may ask the other to assist them in adjusting the grievance with their supervisor.

ARTICLE 5 - SPECIAL CONFERENCES

Section 1 - Scheduling

Special Conferences for important matters will be arranged between the Chapter Chairperson and the Human Resources Director upon the request of either party.

Section 2 - Attendees

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

Additional members may be in attendance at those conferences by mutual consent. Arrangements for each Special Conference shall be made in advance, and an agenda of the matters to be taken up at the meeting shall be presented, in writing, at the time the conference is requested.

Special Conferences shall be held at a mutually agreed upon time, and shall be limited to one (1) hour duration unless extended by the parties.

Section 3 - Time Limits

Special Conferences shall be scheduled within ten (10) working days after the receipt of the request. The time limitations set forth in this Agreement for matters subject to the Grievance Procedure shall continue to be applicable despite a request for a Special Conference on the same subject, unless the parties mutually agree to the contrary in writing. Matters of a grievable nature, if not resolved in Conference, shall be moved to the appropriate step of the grievance procedure, such step being agreed to in writing by the Conferees.

Section 4 - Union Meeting Prior to Conference

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

ARTICLE 6 - GRIEVANCE PROCEDURE

Section 1 - Definition

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

Section 2 - Understanding

An employee having a grievance, or one designated member of a group of employees having a grievance, shall present it to the Employer with the following understanding:

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

Section 3 - Processing

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

Section 4 - Grievance Procedure

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

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(s) and presented to the Supervisor. The Supervisor shall answer the grievance within five (5) working days of receipt.

Step III

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

Step IV - Appeal Step

If the grievance is not satisfactorily resolved at Step III, written notification will be given by the Union to the Genesee County Human Resources Director within five (5) working days after the Department Head's answer is due. The Human Resources Director will then schedule a meeting or meetings at a mutually agreeable time, to be attended by the Steward, the grievant, the Union's Council representative, and three (3) representatives of the Employer within ten (10) working days after such notification. If the matter is resolved by the parties at the Appeal Step, the resolution shall be reduced to writing and copies sent to the parties. If no resolution of the grievance is reached among the parties at the Appeal Step, the Human Resources Director shall submit the Employer's final answer on the grievance to the Steward within ten (10) working days following the date of the last Appeal Step meeting.

Step V

- a. The Union may request arbitration on any grievance unresolved at the Appeal Step within twenty five (25) calendar days after receipt of the Employer's final answer on the grievance.
- b. All such requests shall be in writing by registered or certified mail or personal delivery, addressed to the Human Resources Director and shall state the precise issue to be decided, and any specific portions of the Agreement which are claimed to be violated. If not so requested within the twenty five (25) calendar day period, the matter shall be considered settled on the basis of the final answer.
- 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. The Arbitrator shall be selected by mutual agreement between the parties. If an agreement is not reached, the services of the Federal Mediation and Conciliation Service will be utilized in the following manner: A list of seven (7) arbitrators will be requested from FMCS. If an Arbitrator is not mutually agreed to by the parties from such list, FMCS will appoint another Arbitrator who shall serve unless either party can show just cause why said Arbitrator should not be utilized.
- e. After designation of the Arbitrator, a hearing shall be held as soon as practical and the Arbitrator shall issue an Opinion and Award. The decision shall be final and binding on the parties and the employee(s) involved, subject to any law or governmental regulation applicable thereto, including those under authority of Genesee County.

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

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

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

Section 5 - Veterans' Preference Claims

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

ARTICLE 7 - DISCIPLINARY PROCEDURES

Section 1 - Procedure

Disciplinary action issued by the Employer will be for just cause. Disciplinary action shall include written reprimand, unpaid suspension and discharge. Employees will be tendered a copy of any disciplinary action entered into their personnel file within three (3) working days of the action taken. The Steward will also be tendered a copy. In imposing disciplinary action on a current charge, the Employer will not take into account any disciplinary action, which occurred more than two (2) years previously. The Employer may impose disciplinary action on employees for errors or mistakes on their employment application, if such errors or mistakes give rise to a material misrepresentation by the employee in securing a position with Genesee County. Should the disciplined employee or the Union consider any disciplinary action improper, the matter shall be processed through the Grievance Procedure. Discharge grievances shall be filed at Step IV.

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

Discipline records and counseling memorandums shall be removed from the employee's personnel file after four (4) years from date of issue. The Union understands the records will be maintained in a separate file in the Human Resources Office and may be utilized in litigation, arbitration and/or reporting requirements of any governmental agency.

Section 2 - Leaving Premises

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

ARTICLE 8 - WORK RULES

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 for violation of such rules. The Union shall have thirty (30) calendar days to grieve the reasonableness of any such rules after proof that a copy is received by the Steward. Any grievance challenging the reasonableness of a rule shall be initiated at Step IV of the Grievance Procedure.

ARTICLE 9 - SENIORITY

Section 1 - Probationary Period

New employees shall serve a ninety (90) calendar day probationary period. After completion of the probationary period, seniority shall be in accordance with date of hire.

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 1 of the 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 2 - Loss of Seniority

An employee's seniority shall terminate for any of the following reasons:

- a. The employee quits.
- b. The employee is terminated or discharged and the termination or discharge is not reversed through the procedures set forth in this Agreement.
- c. The employee is absent for any three (3) consecutive working days without properly notifying the Employer. After such unreported absence, the Employer will send written notification to the employee by certified mail at his/her last known address that because of the unreported absence, the employee is considered to have resigned (voluntary quit) and is no longer in the employ of Genesee County. In proper cases exceptions shall be made upon the employee producing convincing proof of his/her inability to give such notice.
- d. If the employee does not return to work on the date specified for recall from layoff as set forth in the recall procedure. In proper cases, exceptions shall be made upon the employee producing convincing proof of his/her inability to return as required.
- e. The employee fails to return on the specified date following an approved leave of absence, sick leave, vacation or a disciplinary suspension. In proper cases, exceptions shall be made upon the employee presenting convincing proof of his/her inability to return on the required date.
- f. The employee has been on layoff or workers compensation status for a period of two (2) years or the length of his/her seniority, whichever is less.

ARTICLE 10 - LAYOFF/RECALL

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

Layoffs shall begin with the least senior driver. Recalls shall begin with the highest senior driver.

ARTICLE 11 - POSTING

Seniority employees may apply for posted permanent route vacancies. The Employer shall select the highest seniority applicant to fill the permanent vacancy. Permanent route vacancies will be posted on the bulletin board for a Monday through Friday period. Interested seniority employees must apply by placing their name and date applying on the posted notice during the posting period.

ARTICLE 12 - ROUTE VACANCIES AND CHANGES

Any current route that becomes vacant due to absences or leaves will be offered first to bargaining unit members who's current routes are contiguous to the new or vacant bargaining unit route, until the new route is filled or until the driver on leave of absence returns to work.

The filling of vacant routes must not cause the total assigned hours for the temporary routes assigned to exceed the five (5) or six (6) six hour driving caps (for five day delivery schedules) or six (6) or seven (7) hour driving caps (for four day delivery schedules) for that vacant route and delivery time must comply with the requirements of the funding agency. This vacant route assignment will be in addition to the bargaining unit members normal route and paid according to the scale in Article 15, Section 3.

If the number of bargaining unit members requesting to fill the vacant route do not meet the needs to provide sufficient service under the guidelines, the Employer may then offer the route or part of the route to volunteers or assign non-bargaining unit members.

Any new routes added in the future over the ten (10) current routes may be assigned to volunteers at the Employer's discretion. The number of new routes over ten (10) must first be posted as provided in Article 11, with any volunteers then being assigned to the non-requested routes.

Also, as the current ten (10) routes become vacant through attrition of the current bargaining unit members, as defined below, the Employer may assign the routes to volunteers at the Employer's discretion. For each two (2) current employees that quit, retire, die, or are discharged, the Employer may assign a volunteer as indicated:

- Two current employees attrition = One of the ten routes may be assigned to volunteer
- Four current employees attrition = Two of the ten routes may be assigned to volunteer
- Six current employees attrition = Three of the ten routes may be assigned to volunteer
- Eight current employees attrition = Four of the ten routes may be assigned to volunteer
- Ten current employees attrition = Five of the ten routes may be assigned to volunteer

The attrition routes must first be posted as provided in Article 11, with any volunteers then being assigned to the non-requested attrition routes.

Volunteers are considered employees not receiving wages from Genesee County.

The Employer will advise the Union prior to any major permanent route changes or when adding additional routes.

ARTICLE 13 - COMPENSATION

Effective the first full pay period in October of 2002, Mobile Meals Drivers shall receive a pay increase to \$7.26 per hour.

Effective the first full pay period following ratification of the contract by the Genesee County Board of Commissioners, (July 28, 2007) these employees shall receive a pay increase to \$8.50 per hour.

Effective the first full pay period following October 1, 2008, these employees shall receive a pay increase to \$9.00 per hour.

Effective the first full pay period following October 1, 2009, these employees shall receive a pay increase to \$8.25 per hour.

ARTICLE 14 - MILEAGE REIMBURSEMENT

Any employee authorized by the Employer to utilize their own personal vehicle on actual County business shall receive a mileage allowance.

Effective October 1, 2003, the mileage allowance will be increased to thirty-two (\$.32) cents per mile.

Effective the first full pay period following ratification of the contract by the Genesee County Board of Commissioners, (July 28, 2007) the mileage allowance will be increased to the IRS rate. Employees will be paid this mileage rate based on the mileage generated by GCCARD'S computer generated mileage program plus 5% or three (3) miles, whichever is more. Drivers will be provided with the computer generated route each Monday. The Employer agrees, upon request, to investigate and timely respond to concerns involving this mileage program.

ARTICLE 15 - HOURS OF WORK

Section 1 - Inner City and Out County Routes

There shall be two categories of delivery routes namely; a) inner city and b) out county. Inner city routes will be capped at 62 clients per regular route. Out county routes will be capped at 57 clients per regular route. Employees assigned to a regular inner city route shall be required to complete the route within five (5) hours for five (5) day delivery schedules or six (6) hours for four (4) day delivery schedules. Employees assigned to a regular out county route shall be required to complete the route within six (6) hours for five (5) day delivery schedules or seven (7) hours for four (4) day delivery schedules. Inner city route persons shall be paid five (5) hours per day for five (5) day delivery schedules or six (6) hours per day for four (4) day delivery schedules and out county route persons shall be paid for six (6) hours per day for five (5) day delivery schedules or seven (7) hours per day for four (4) hour delivery schedules regardless of the time actually required to complete such deliveries.

These client caps are based on drivers delivering all Monday through Friday, Saturday, and Sunday, required client meals on either a four (4) day or five (5) day per week delivery schedule basis as scheduled by the Employer.

Section 2 - Holiday and Emergency Meals

Employees delivering meals on either a four (4) day or five (5) day delivery schedule scheduled off work on a county recognized holiday shall be paid at the number of hours of the employees inner city or out county route for the holiday as if they had worked (excluding mileage allowance), provided the holiday meals have been delivered on another day by that driver.

Employees delivering meals on either a four (4) day or five (5) day delivery schedule assigned to deliver emergency meals shall be paid at the number of hours of the employees inner city or out county route for the emergency meal delivery as if they had worked (excluding mileage allowance), provided the emergency meals have been delivered on another day by that driver.

Section 3 - Additional Pay For Extra Deliveries

Employees assigned, clients over their four (4) day per week or five (5) day per week capped routes specified in Section 1 above, shall be paid based on the following scale:

<u>Clients</u>	<u>Additional Straight Time Pay</u>
01 to 15	1 hour
16 to 25	2 hours
26 to 35	3 hours
Over 35	4 hours

Should an employee deliver a full additional route over their regular route in a day, the employee will receive five (5) additional straight time hours pay if on a five (5) day delivery schedule or six (6) additional straight time hours pay if on a four (4) day delivery schedule on an inner city route or six (6) additional straight time hours pay if on a five (5) day delivery schedule or seven (7) additional straight time hours pay if on a four (4) day delivery schedule on an out county route.

Employees required to work by the Employer to perform extra non-delivery work shall be paid the regular hourly rate for all time spent performing the extra work.

Section 4 - Recording Time Worked

Bargaining unit members are required to record their time worked accurately on the timesheets designated by the Employer. Timesheets must be turned into the employee's supervisor by the established deadline determined by the Employer.

The Employer will not modify timesheets without discussion with the employee when timesheets are submitted to the supervisor by the established deadline.

Section 5 - Four (4) Day or Five (5) Day Delivery Schedules

Within thirty (30) calendar days of ratification of the contract by the Genesee County Board of Commissioners, the Employer may convert to a four (4) day delivery schedule.

Thereafter, the Employer may convert delivery schedules from four (4) day to five (5) day delivery schedules or from five (5) day to four (4) day delivery schedules by giving thirty (30) calendar day notice in writing to the Local Union.

ARTICLE 16 - LEAVE OF ABSENCE

Section 1 - Guidelines

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

Failure to return to work on the date scheduled shall be cause for termination. 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 provided such extension is consistent with any specific eligibility and time limit requirements listed in the following sections dealing with that specific leave; and provided such extension is approved by the Department Head. The Department Head shall furnish approval or denial in writing to the employee. Prior to the approval or denial, a thorough investigation will be conducted, whenever possible.

Leaves of absence are to be used for the purpose intended and employees shall make their intent known when applying for such leaves. Employees shall not accept employment elsewhere while on leave of absence, unless agreed to by the Department Head. Acceptance of employment or working for another employer without prior approval while on a leave of absence shall result in immediate termination of 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 ten (10) working days.
- b. Employees inducted into the Armed Forces of the United States either voluntarily or involuntarily, shall, upon completion of such service, be reinstated to their former position or to a position of like seniority, status and pay providing that the individual does not serve for more than four (4) years plus a one (1) year additional voluntary extension of active duty if this additional service is at the request and for the convenience of the Government (and plus any involuntary service) and further providing that the individual be honorably discharged and be mentally and physically qualified to perform the former position or if he/she is disabled during military service and cannot perform the duties of the former position, the employee may be entitled to the nearest comparable job they are qualified to perform. Application for re-employment must be made within ninety (90) 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.
- d. An employee shall not lose seniority while on military leave and the period between his/her release from the service and his/her return to work.
- e. Employees 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.
- f. Employees other than Reservists as outlined in Section c who return from military leave shall commence to accrue benefits at the levels they would have received had they not entered service provided they meet all the provisions contained herein. In no case shall employees, other than those outlined in sub-section c above, continue to accrue benefits while on military leave.

Section 3 - Bereavement Leave

- a. When death occurs in an employee's immediate family as defined below, the employee upon request will be excused for up to three (3) consecutive scheduled working days following the date of death provided one of the days is the date of the funeral.

The immediate family for purposes of this section is defined as the employee's current spouse, child, stepchild and parent.
- b. Bereavement leave does not apply to employees who have less than 90 calendar days of service.

- 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 unpaid time off upon approval of their Supervisor or Department Head.
- e. Seniority (reference Article 9, Section 1) and continuous service for the purpose of benefit accrual rates and benefit accumulation shall continue for an employee who is on an authorized, paid bereavement leave of absence.

Section 4 - Personal Leave

- a. The Department Head may grant employees with at least 90 calendar days of service a personal leave of absence without pay.
- b. Personal leave shall not exceed one (1) calendar year.
- c. Seniority and continuous service for the purpose of benefit accrual rates shall continue for an employee on an authorized personal leave of absence for the first thirty (30) calendar days of such leave. 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.
- d. The Department Head in considering request 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, child rearing, or emergency type situation.

Section 5 - Family and Medical Leave Act

Bargaining unit members will be covered by FMLA to the extent required by the Act.

Section 6 - Jury Duty Leave

- a. A bargaining unit member shall be granted a leave of absence without pay when required to report for jury duty. The employee shall give the Employer prior notification of their jury duty if at all possible. Employees who complete jury duty prior to the end of the workday shall return to their regular workstation for the remainder of the workday.
- b. Probationary employees shall have their probationary period extended by the length of time they are on jury duty leave. Employees eligible to receive insurance benefits shall continue to receive those benefits while on jury duty leave. Seniority and continuous service for the purpose of benefit accrual rates

and benefit accumulation shall continue for an employee while on an authorized jury duty leave of absence.

Section 7 - Return From Leave

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

ARTICLE 17 - WORKER'S COMPENSATION

Section 1 - Reporting and Long Term Compensation

Employees shall report all injuries and illnesses arising directly from their County employment to their supervisor immediately after the accident's occurrence using the forms required by the Genesee County Risk Management Office. Commencing on the 8th workday, if the injury is deemed compensable, the employee will receive the State-mandated payment in accordance with statutory compensation levels.

Section 2 - Seniority

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

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 - Short Term Compensation

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

ARTICLE 18 - VACATION TIME OFF

Vacation time off is without pay. It is understood by the parties that employees must have prior authorization before utilizing any vacation time off. In order to exercise seniority preference, employees shall submit requests for vacation time off on the standard Request for Time Off form before April 1st of each year. Such requests shall be honored on the basis of seniority, subject to reasonable scheduling requirements of the department. In those instances where scheduled vacation time off must be canceled or rescheduled by the Employer due to staffing requirements, employees will receive written notification fourteen (14) calendar days prior to said rescheduling or cancellation. Written requests for vacation time off received after April 1st shall be considered on a first-come, first-served basis, consistent with staffing requirements and efficiency of operations. The Employer will respond as soon as possible to such requests in order that employees will know in a timely fashion as to whether or not such requests for vacation time off will be authorized.

If a regular pay day or pay days fall during an employee's vacation, he/she will receive their check or checks in advance, provided he/she has requested payment in writing three (3) weeks prior to the pay day preceding the vacation.

ARTICLE 19 - GROUP INSURANCE

Members of the bargaining unit who have worked at least 90 calendar days shall be eligible to purchase Blue Cross/Blue Shield PPO insurance at the County group rate. Employees desiring to purchase such insurance will be required to sign a payroll deduction authorizing the full amount to be deducted from their paychecks. Arrangements for coverage can be made at the Human Resources Department. Such coverage shall take effect at the beginning of the month after the employee becomes eligible and completes the necessary paperwork.

ARTICLE 20 - UNION BULLETIN BOARD

Section 1 - Number/Appropriate Information

The Employer will provide one bulletin board at the worksite, which may be used by the Union for posting notices of the following types:

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

All such notices are to be signed by the Chapter Chairperson.

Section 2 - Union Exclusive Right/Detrimental Materials

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 relationships. In the event a dispute arises concerning the appropriateness of the material posted on the Union bulletin board, the Chapter Chairperson of the 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 21 - GENERAL PROVISIONS

Section 1 - Reporting Absences

Employees are required to provide notice of absence from work as far in advance as possible, but no later than thirty (30) minutes prior to the start of their shift, (unless there are extreme extenuating circumstances) to the Central Office. In those instances where the employee is aware that his or her absence will be for a period longer than one (1) day, the employee shall notify the Employer of the number of days they will be absent from work and his/her return to work date.

Section 2 - Agreements and Settlements

All Letters of Agreement and Grievance Settlements will be signed by the Human Resources Director and the Chapter Chairperson and AFSCME Staff Representative.

Whenever in this Agreement an Employer or Union Representative is alluded to by title, it is understood that each representative may specify a designee.

Section 3 - General Liability

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

Employees are required to maintain personal automobile insurance at no less than the Michigan no fault standard. The Union understands that the employee's auto insurance is the primary coverage in the event of an accident.

Section 4 - Contracting and Subcontracting

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

The Union will be advised at a special conference of the nature, scope, approximate duration, anticipated costs, the reasons why the Employer is contemplating or intent upon contracting or subcontracting out the work and any other details known at that time.

The Employer agrees that it will attempt to secure work for any employee displaced by contracting of work with the contractor.

Section 5 - Mandatory Direct Deposit

Employees hired on or after October 30, 2000, shall be required to participate in direct deposit of their paychecks.

ARTICLE 22 - SAVINGS CLAUSE AND NO STRIKE CLAUSE

Section 1 - Invalid Provision

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

Section 2 - No Strike Clause

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

ARTICLE 23 - TERMINATION

This Agreement shall be effective upon ratification by the membership and the Genesee County Board of Commissioners and shall remain in full force and effect through September 30, 2010. No provision shall take effect prior to the above referenced ratification unless specifically stated within this Agreement. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing at least sixty (60) days prior to the expiration date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin not later than thirty (30) days prior to the expiration date, in which case this Agreement shall continue in full force and effect until terminated as provided hereinafter.

In the event that either party desires to terminate this Agreement, written notice must be given to the other party not less than thirty (30) days prior to the desired termination date, such notification date shall not be before the expiration date set forth in the preceding paragraph. This Agreement may be extended by mutual agreement on a day to day basis after termination.

FOR THE UNION/Date:

FOR THE EMPLOYER/Date:
