AGREEMENT

Between

GENESEE COUNTY (As Defined)

And

LOCAL 916, CHAPTER 05

Affiliated with Council #25 of the

AMERICAN FEDERATION OF STATE,

COUNTY AND MUNICIPAL EMPLOYEES

(AFL-CIO)

Effective: July 11, 2006 through December 31, 2010

AGREEMENT 9

RECOGNITION 9

SECTION 1.0 - COLLECTIVE BARGAINING UNIT 9
SECTION 1.1 - EXTRA-CONTRACT AGREEMENTS 9

REPRESENTATION 9

SECTION 2.0 - CHAPTER CHAIRPERSON AND STEWARDS 9
SECTION 2.1 - COLLECTIVE BARGAINING COMMITTEE 10
SECTION 2.2 - IDENTIFICATION OF UNION REPRESENTATIVES 10
SECTION 2.3 - VISITATION 10

UNION SECURITY 11

SECTION 3.0 - TERMINATION OF MEMBERSHIP 11
SECTION 3.1 - DUES 11
SECTION 3.2 - SERVICE FEE 11
SECTION 3.3 - HOLD HARMLESS 12

MANAGEMENT RIGHTS 12

SECTION 4.0 - RIGHTS 12

GRIEVANCE PROCEDURE 13

SECTION 5.0 - EXCLUSIVE METHOD 13
SECTION 5.1 - GRIEVANCE PROCEDURE 13
STEP 1 13
STEP 2 14
STEP 3 14
STEP 4 14
SECTION 5.2 - GRIEVANCE RESOLUTION 15
SECTION 5.3 - GRIEVANCE FORM 15
SECTION 5.4 - TIME LIMITATIONS 15
SECTION 5.5 - GRIEVANCE SETTLEMENTS 15
SECTION 5.6 - LOST TIME 16
SECTION 5.7 - VETERANS' PREFERENCE CLAIMS 16

ARBITRATION 16

SECTION 6.0 - ARBITRATION REQUEST 16
SECTION 6.1 - SELECTION OF ARBITRATOR 16
SECTION 6.2 - ARBITRATOR'S POWERS 17
SECTION 6.3 - ARBITRATOR'S MAKE WHOLE AWARD 17

SPECIAL CONFERENCES 18

SECTION 7.0 - SPECIAL CONFERENCE PROCEDURE 18

NO STRIKE - NO LOCKOUT 19

SECTION 8.0 - PROHIBITION 19

SENIORITY 19

SECTION 9.0 - DEFINITION OF SENIORITY 19
SECTION 9.1 - PROBATIONARY PERIOD 20
SECTION 9.2 - LOSS OF SENIORITY 20
SECTION 9.3 - TRANSFER TO NON-BARGAINING UNIT POSITION 21
SECTION 9.4 - PERMANENT TRANSFERS 22
SECTION 9.5 - SENIORITY LIST 24
SECTION 9.6 - SUPER-SENIORITY 24
SECTION 9.7 - SENIORITY AND BENEFIT ACCUMULATION 24

LAYOFF AND RECALL 24

SECTION 10.0 - LAYOFF PROCEDURE 24
SECTION 10.1 - NOTIFICATION OF LAYOFF 25
SECTION 10.2 - RECALL 25
SECTION 10.3 - NOTIFICATION OF RECALL 26

DISCIPLINE 26

SECTION 11.0 - JUST CAUSE 26
SECTION 11.1 - COUNSELING MEMORANDUMS 26
SECTION 11.2 - RULES 26
SECTION 11.3 - RECORD 26
SECTION 11.4 - SUSPENSIONS PENDING INVESTIGATION 27
SECTION 11.5 - NOTICE OF DISCIPLINARY ACTION 27
SECTION 11.6 - LEAVING PREMISES 27

SECTION 11.7 - EXPEDITED DISCIPLINARY GRIEVANCES 27

PROMOTIONAL PROCEDURE 27

SECTION 12.0 - PURPOSE OF PROMOTIONAL PROCEDURE 27
SECTION 12.1 - ADVANCEMENT OPPORTUNITIES 28
SECTION 12.2 - ELIGIBILITY 28
SECTION 12.3 - PROGRAM WEIGHT 28
SECTION 12.4 - ROSTER 29
SECTION 12.5 - WRITTEN EXAMINATION 29
SECTION 12.6 - PERFORMANCE EVALUATIONS 29
SECTION 12.7 - ORAL BOARD 29
SECTION 12.8 - POSTING OF EXAMINATION NOTICES 30
SECTION 12.9 - EXAMINATION PROCEDURE 30
SECTION 12.10 - PAY RATE ON PROMOTION 30
SECTION 12.11 - TRIAL PERIODS 31
SECTION 12.12 - EXAMINATION PERIOD 31
SECTION 12.13 - OUTSIDE APPOINTMENT 31

HOURS OF WORK 31

SECTION 13.0 - NORMAL WORK PERIOD-WORKDAY 31
SECTION 13.1 - WORK PERIOD-WORKDAY DEFINITIONS 32
SECTION 13.2 - SCHEDULING 32
SECTION 13.3 - COFFEE BREAKS 32
SECTION 13.4 - OVERTIME 32
SECTION 13.5 - PREMIUM PAY 32
SECTION 13.6 - NO DUPLICATION OR PYRAMIDING OF PREMIUM RATES 33
SECTION 13.7 - SHIFT PREFERENCE SELECTION 33
SECTION 13.8 - COURT TIME 35
SECTION 13.9 - STAND-BY PAY 36
SECTION 13.10 - REPORTING PAY 36
SECTION 13.11 - TRAINING AND SCHOOLING 36

LEAVES OF ABSENCE 37

SECTION 14.0 - PROCEDURE FOR REQUESTING LEAVES 37
SECTION 14.1 - PURPOSE OF LEAVES 37
SECTION 14.2 - PRE-INDUCTION PHYSICAL EXAMINATIONS 37
SECTION 14.3 - ACTIVE MILITARY LEAVE 38
SECTION 14.4 - RESERVE TRAINING LEAVE 38
SECTION 14.5 - UNION BUSINESS LEAVE 39
SECTION 14.6 - SHORT-TERM UNION LEAVE 39
SECTION 14.7 - PERSONAL LEAVE 39
SECTION 14.8 - MEDICAL CERTIFICATES AND EXAMINATIONS 40

SECTION 14.9 - COMPENSABLE INJURY BENEFITS 40
SECTION 14.10 - EDUCATIONAL LEAVE 41
SECTION 14.11 - BEREAVEMENT LEAVE 41
SECTION 14.12 - JURY DUTY 42
SECTION 14.13 - WITNESS LEAVE 43
SECTION 14.14 - LEAVES DURING LAYOFF PERIODS 43

HOLIDAYS 43

SECTION 15.0 - HOLIDAY SCHEDULE 43
SECTION 15.1 - HOLIDAY ELIGIBILITY 44
SECTION 15.2 - WORKED HOLIDAYS 44
SECTION 15.3 - HOLIDAY CELEBRATION 44

VACATIONS 45

SECTION 16.0 - VACATION BENEFIT 45
SECTION 16.1 - VACATION REQUEST 46
SECTION 16.2 - PREFERENCE BY SENIORITY 47
SECTION 16.3 - VACATION ACCUMULATION 47
SECTION 16.4 - VACATION BASIS 47
SECTION 16.5 - BENEFIT ON TERMINATION 47
SECTION 16.6 - ADVANCE VACATION CHECKS 48
SECTION 16.7 - ILLNESS DURING VACATION 48
SECTION 16.8 - REQUIRED WORK IN LIEU OF VACATION 48
SECTION 16.9 - COMPUTATION OF VACATION ACCRUAL 48

PERSONAL TIME 49

SECTION 17.0 - PERSONAL TIME 49

INSURANCE 49

SECTION 18.1 - EMPLOYEES HIRED PRIOR TO OCTOBER 1, 2000 49
SECTION 18.2 - EMPLOYEES HIRED ON OR AFTER OCTOBER 1, 2000 BUT BEFORE MARCH 1, 2006 50
SECTION 18.3 - EMPLOYEES HIRED ON OR AFTER MARCH 1, 2006. 50
SECTION 18.4 - HOSPTIAL/MEDICAL COVERAGE - MORE THAN ONE FAMILY MEMBER EMPLOYED BY COUNTY. 50
SECTION 18.5 - PRESCRIPTION DRUGS 51
SECTION 18.6 - DUAL COVERAGE 51
SECTION 18.7 - HEALTH INSURANCE REIMBURSEMENT 51
SECTION 18.8 - VEBA TRUST 52
SECTION 18.9 - DENTAL BENEFITS 53

SECTION 18.10 - OPTICAL BENEFITS 53
SECTION 18.11 - DISABILITY INSURANCE BENEFITS 54
BENEFIT LIMITS 54
APPLICATION FOR BENEFITS 54
SENIORITY DURING DISABILITY LEAVE 55
RETURN FROM DISABILITY LEAVE 55
ADMINISTRATION 55
SECTION 18.12 - TERM LIFE INSURANCE 56
SECTION 18.13 - LIABILITY COVERAGE 56
SECTION 18.14 - INSURANCE CARRIERS 56
SECTION 18.15 - CONTINUATION OF BENEFITS 56

RETIREMENT 57

SECTION 19.1 - DEFINED BENEFIT PLAN 57
SECTION 19.2 - DEFINED CONTRIBUTION PLAN 61

COMPENSATION 65

SECTION 20.0 - SALARY RATES AND CLASSIFICATIONS 65
SECTION 20.1 - SHIFT PREMIUM 65
SECTION 20.2 - LONGEVITY 65
SECTION 20.3 - PARAMEDIC ASSIGNMENT 66
SECTION 20.4 - PARAMEDIC NOT ASSIGNED 66
SECTION 20.5 - EMERGENCY MEDICAL TECHNICIAN (EMT) 67
SECTION 20.6 - MEDICAL FIRST RESPONDER (MFR) 67

NEW CLASSIFICATIONS 67

SECTION 21.0 - NEW CLASSIFICATIONS 67

UNIFORMS, SAFETY, AND EQUIPMENT 67

SECTION 22.0 - OPERATIONAL PROCEDURES 67
SECTION 22.1 - SAFETY PROTESTS 68
SECTION 22.2 - ON-DUTY INJURIES 68
SECTION 22.3 - ACCIDENTS AND EQUIPMENT DEFECTS 68
SECTION 22.4 - SAFETY COMMITTEE 68
SECTION 22.5 - UNIFORMS AND EQUIPMENT 68
SECTION 22.6 - CLOTHING/CLEANING ALLOWANCE 68
SECTION 22.7 - BULLET-PROOF VESTS 69

MISCELLANEOUS 69

SECTION 23.0 - ADDRESS CHANGES 69
SECTION 23.1 - AMENDMENT OF AGREEMENT 69
SECTION 23.2 - AMMUNITION 69
SECTION 23.3 - ASSIGNMENT OF COUNTY AUTOMOBILES 70
SECTION 23.4 - BONDS 70
SECTION 23.5 - UNION BULLETIN BOARDS 70
SECTION 23.6 - CAPTIONS 70
SECTION 23.7 - MILEAGE 70
SECTION 23.8 - OUTSIDE EMPLOYMENT 71
SECTION 23.9 - PERSONNEL FILES 71
SECTION 23.10 - PART-TIME EMPLOYEES 71
SECTION 23.11 - SAVINGS CLAUSE 71
SECTION 23.12 - UNEMPLOYMENT COMPENSATION COVERAGE 72
SECTION 23.13 - SHORTAGES AND OVERPAYMENTS 72
SECTION 23.14 - EDUCATIONAL REIMBURSEMENT 72
ELIGIBILITY 73
REFUND PAYMENT 73
SECTION 23.15 - PARAMEDIC EDUCATION 74
SECTION 23.16 - NEPOTISM 74
SECTION 23.17 - USE OF PERSONAL COMPUTERS 74
SECTION 23.18 - FIREARMS QUALIFICATIONS 74
SECTION 23.19 -DAMAGE TO EYE GLASSES 74
SECTION 23.20 - LIEUTENANT COVERING FOR SERGEANT 75
SECTION 23.21 - GUN ALLOWANCE 75

SCOPE OF AGREEMENT 76

SECTION 24.0 - PAST PRACTICES 76
SECTION 24.1 - WAIVER CLAUSE 76

DURATION 77

SECTION 25.0 - TERMINATION 77

APPENDIX 78

SECTION 1 - BENEFIT ACCRUAL RATE 78
SECTION 2 - BENEFIT ACCUMULATION 78
SECTION 3 - EMPLOYEE BENEFIT AND SENIORITY DATES 78

LETTER OF AGREEMENT 79

RETIREE SUBPEONA PAY 79
FAMILY AND MEDICAL LEAVE ACT 80
WEINGARTEN AND GARRITY 84
PERSONAL TIME; ADDITIONAL HOURS 87

APPENDIX A 88

WAGES AND CLASSIFICATIONS 88

AGREEMENT

This Agreement is entered into by and between the Genesee County Board of Commissioners and the Sheriff of Genesee County, together hereinafter referred to as the "Employer," and Local 916, Chapter 05, affiliated with Council 25, and chartered by the American Federation of State, County, and Municipal employees (AFL-CIO), hereinafter referred to as the "Union."

RECOGNITION

Section 1.0 - Collective Bargaining Unit

Pursuant to the provisions of Act 379 of the Public Acts of 1965, as amended, the Employer hereby recognizes the Union as the exclusive representative for the purposes of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment for the following described bargaining unit:

> All personnel employed by the Genesee County Sheriff Department classified as Sergeant, but excluding Sheriff, Undersheriff, Corrections Administrator, Administrative Assistant, Lieutenant, Captain, and all other employees.

Section 1.1 - Extra-Contract Agreements

The Employer agrees not to enter into any agreement with another labor organization with respect to the employees covered by this Agreement nor any agreement or contract with employees covered by this Agreement individually or collectively, which conflicts with the express terms of this Agreement.

REPRESENTATION

Section 2.0 - Chapter Chairperson and Stewards

The Employer hereby agrees to recognize one (1) Chapter Chairperson who shall be a non-probationary employee, to act as a representative under this Agreement. The Chapter Chairperson will be assigned to the first (1st) shift. The Employer hereby agrees to recognize two (2) Stewards each of whom shall be a non-probationary employee to act as grievance representatives under this Agreement. The Union shall designate one (1) of the Stewards as the Chief Steward, who will be assigned to the first (1st) shift. It shall be the function of the Stewards to act in a representative capacity for the purpose of processing and investigating grievances for employees covered by this Agreement.

The Union agrees that the Stewards will continue to perform their regularly assigned duties and that their responsibilities as a Steward will not be used to avoid those duties. The Stewards shall act in a manner which will not disrupt nor interfere with the normal functions of the Department. If it is necessary for a Steward to temporarily leave his/her assignment to process a grievance, he/she shall first make a request to his/her immediate supervisor. In the event it is necessary for a Steward to remain on his/her job after a request to handle a grievance is made, the Steward shall be relieved to perform his/her representative duties as quickly thereafter as possible. Both parties to this Agreement recognize a rule of reason must apply in this regard.

The Stewards may be expected to record all time spent performing their functions under this Agreement on a form designated by the Employer and shall report to their immediate supervisor upon return to their regularly assigned duties.

The Employer agrees to compensate the Stewards at their straight time regular rate of pay for all reasonable time lost from their regularly scheduled working hours while processing a grievance in accordance with the Grievance Procedure. If a Steward abuses the privileges extended herein, and, if the abuse is not corrected, he/she will be subject to disciplinary action by the Employer.

Section 2.1 - Collective Bargaining Committee

The Employer agrees to recognize not more than two (2) non-probationary employees covered by this Agreement as a Collective Bargaining Committee. Members of the Collective Bargaining Committee shall act in a representative capacity for the purpose of collective bargaining negotiations with the Employer. No more than two (2) employees on the Collective Bargaining Committee shall be compensated at their straight time regular rate of pay for time lost from work during such negotiation sessions. The Union shall, in advance, furnish the Employer in writing with the names of its Collective Bargaining Committee members.

Section 2.2 - Identification of Union Representatives

The Union will furnish the Employer in writing with the names of its Stewards and such changes that 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 whom it may be dealing.

Section 2.3 - Visitation

Representatives of Michigan Council 25, AFSCME, AFL-CIO, shall be permitted to visit the operation of the Employer during working hours to talk with the Stewards, and/or representatives of the Employer concerning matters covered by this Agreement without interfering with the progress of the work force. The Union will arrange with the Employer for a time and place prior to the occurrence of such visits.

UNION SECURITY

Section 3.0 - Termination of 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) calendar days of the expiration of this Agreement.

Section 3.1 - Dues

Employees who are members of the Union shall after thirty (30) calendar days of employment, as a condition of their continued employment, pay to the Union each month the dues, which have been certified to the Employer by the Secretary/Treasurer of Local 916. The Employer agrees to deduct Union dues uniformly required once each month from wages of those employees who individually request in writing on the standard authorization cards that such deductions be made. The amounts to be deducted shall be certified to the Employer by the Treasurer of Local 916 and the aggregate deductions of all employees shall be remitted together with an itemized statement to the Treasurer of Local 916.

Section 3.2 - Service Fee

On and after the thirty-first (31st) calendar day following the beginning of employment, 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 month 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 once each month from the pay of the employees and pay the amount so deducted to the Secretary/Treasurer of 916.

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 (but for the first thirty (30) calendar days of their employment) 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 3.3 - Hold Harmless

With regard to the above Sections 3.0, 3.1, and 3.2, the Union hereby agrees to indemnify and hold the Employer harmless from any and all liability that may arise in consequence of the application of such provisions. Any requests by employees for actual or alleged overpayments shall be made directly to the Union through its Secretary/Treasurer, within two (2) weeks of the actual or alleged overpayment.

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.

MANAGEMENT RIGHTS

Section 4.0 - 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 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.

GRIEVANCE PROCEDURE

Section 5.0 - Exclusive Method

The Employer and the Union support and subscribe to an orderly method of adjusting grievances. To this end, the parties agree that the procedure set forth herein shall be the exclusive method utilized by them to peacefully resolve disputes which may arise under the terms of this Agreement.

Section 5.1 - Grievance Procedure

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. Any employee having a complaint in connection with his/her employment shall present it to the Employer as provided hereafter.

Grievances involving more than one (1) employee which allege a violation of the same provision or provisions of this Agreement and which seek the same remedy may be filed by the Union. All such grievances shall be designated as a "group grievance." The Union shall identify in writing, no later than Step 2 of this Procedure, the names of all individuals affected by a "group grievance" and consideration of the "group grievance" shall, thereafter, be limited to the individuals so named.

Policy grievances are to be signed by the Chief Steward and filed initially with the Human Resources Director, with a copy to the Sheriff. Policy grievances will be heard initially at Step 3 of the Grievance Procedure, and if not resolved, will be processed through the remaining steps of the Grievance Procedure.

Step 1

An employee who believes that he/she has a grievance shall discuss the matter with his/her immediate supervisor within ten (10) calendar days following the events which caused the grievance or the date the employee first reasonably should have known of the events giving rise to the grievance. If requested by the employee, his/her Steward may be present. The immediate supervisor shall give a response to the employee within seven (7) calendar days after receipt of the verbal grievance.

Step 2

If the grievance is not settled at Step 1, it shall be reduced to writing and submitted by the Steward to the immediate supervisor within five (5) calendar days following the immediate supervisor's Step 1 answer.

The written grievance shall: name the employee(s) involved; state the facts giving rise to the grievance; identify all provisions of this Agreement alleged to have been violated, by appropriate reference; state the contention of the employee or the Union with respect to those provisions; indicate the relief requested; and, be signed by the Steward and the affected employee(s). The immediate supervisor shall give a written answer to the Steward within three (3) calendar days after receipt of the written grievance.

Step 3

If the grievance is not satisfactorily resolved at Step 2, the Steward may submit a written appeal to the Sheriff, within ten (10) calendar days after receipt of the Step 2 written answer. Within ten (10) calendar days after the grievance has been appealed, the Sheriff or designee shall meet with the Steward to discuss the grievance. The Sheriff shall answer the grievance in writing and return it to the Steward within ten (10) calendar days following the meeting.

Step 4

If the grievance is not satisfactorily resolved at Step 3, the Chief Steward may appeal the Step 3 decision by delivery to the Human Resources Director, within ten (10) calendar days after receipt of the Step 3 written answer. Within fourteen (14) calendar days after the grievance has been appealed, a meeting shall be held between representatives of the Employer and the Union. The Employer's representatives shall be the Sheriff and the Human Resources Director or their respective designated representatives, and any other necessary personnel. The Union's representatives shall be the Chief Steward, the Chapter Chairperson and, if available, the Council 25 Staff Representative. If the meeting cannot be held within the fourteen (14) calendar day period, it shall be scheduled for a date mutually convenient to the parties. The Employer shall answer the grievance in writing, addressed to the Chief Steward within ten (10) calendar days following the meeting.

Additional members of the bargaining unit may attend, without loss of pay, when mutually agreed upon in advance.

Section 5.2 - Grievance Resolution

Any grievance that has economic implications and that is satisfactorily resolved prior to Step 4 of the Grievance Procedure, must be approved in writing by the Human Resources Director before it is binding on the Employer. Time limits set forth in the Grievance Procedure, shall be stayed for fifteen (15) calendar days while such grievance resolutions are referred to the Human Resources Director. If the resolution of a grievance is disallowed by the Human Resources Director, the Union shall have ten (10) calendar days following receipt by the Chief Steward of notice of the Human Resources Director's action to resubmit the grievance at the next higher Step in the Grievance Procedure than the grievance held prior to such disallowance. If the grievance is not resubmitted in a timely fashion, it shall be deemed to be withdrawn.

Section 5.3 - Grievance Form

The grievance form shall be mutually agreed upon by the Employer and the Union.

Section 5.4 - Time Limitations

The time limits established in the Grievance Procedure shall be followed by the parties.

If the Union fails to present a grievance in time or to advance it to the next Step in a timely manner, it shall be considered to be withdrawn.

If a time limit is not followed by the Employer, the grievance shall automatically advance to the next step.

The time limits established in the Grievance Procedure may be extended by mutual agreement, provided the extension is reduced to writing and the period of the extension is specified.

Section 5.5 - Grievance Settlements

With respect to the processing, disposition or settlement of any grievance initiated under this Agreement, and with respect to any court action claiming or alleging a violation of this Agreement, the Union shall be the sole and exclusive representative of the employee or employees covered by this Agreement. The disposition or settlement, by and between the Employer and the Union, of any grievance or other matter shall constitute a full and complete settlement thereof and shall be final and binding upon the Union and its members, the employee or employees involved and the Employer; excluding memoranda of understanding, or any other agreements which are subject to ratification by the Union membership. The satisfactory settlement of all grievances shall be reduced to writing and shall be written on or attached to each copy of the written grievance and signed by the representatives involved. Unless otherwise expressly stated, all such settlements shall be without precedent for any future grievance.

Section 5.6 - Lost Time

The Employer agrees to pay for all reasonable time lost by an employee during his/her regular scheduled working hours while presenting a grievance at Step 1 of the Grievance Procedure, provided, however, the Employer reserves the right to impose discipline if the privilege is being abused. Lost time shall be compensated at the employee's straight time regular rate of pay.

Section 5.7- Veterans' Preference Claims

It is the intent of the parties to this Agreement that its terms and provisions shall be applicable to all employees included within the bargaining unit. Accordingly, the parties hereby agree that any employees who may come within the provisions of any legislative enactment entitling a military veteran to a preference in employment or which establishes a procedure whereby the military veteran may challenge the Employer's determinations regarding the veteran's employment status will be required to, no later than Step 3 of the Grievance Procedure, elect in writing either the Grievance Procedure or his/her statutory remedy as his/her single means of challenging the Employer's determination. If the employee elects to pursue his/her 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.

ARBITRATION

Section 6.0 - Arbitration Request

The Union may request Arbitration of any unresolved grievance by giving written notice to the Human Resources Director of its intent to arbitrate within fifteen (15) calendar days following receipt of the Employer's disposition in Step 4 of the Grievance Procedure or upon the Employer's failure to schedule a Step 4 meeting within a reasonable period of time. The time limits for a request for Arbitration may be extended by mutual agreement in writing. If Arbitration is not so requested within the said fifteen (15) day period, the matter shall be considered withdrawn by the Union.

Section 6.1 - Selection of Arbitrator

If a timely request for Arbitration is filed by the Union, and the parties are utilizing a mutually agreeable list of arbitrators, Human Resources will advise AFSCME Council 25 the name of the assigned arbitrator. AFSCME Council 25 must notify the arbitrator no later than ninety (90) calendar days after the arbitrator is assigned by Human Resources. Failure to notify the arbitrator within ninety (90) calendar days shall cause the grievance to be withdrawn and the file closed.

If a timely request for Arbitration is filed by the Union, and the parties are not utilizing a mutually agreeable list of arbitrators, the Federal Mediation and Conciliation Service will be utilized. Within ninety (90) calendar days of requested arbitration to the Human Resources Director, AFSCME Council 25 must notify the Federal Mediation and Conciliation Services to request a list of seven (7) arbitrators. Failure to notify the Federal Mediation and Conciliation Service within ninety (90) calendar days of requested arbitration shall cause the grievance to be withdrawn and the file closed. If an Arbitrator is not mutually agreed to by the parties from such list, the parties shall alternately strike names from the list until one name remains. The Union shall have the first strike. The remaining name shall serve as the arbitrator, whose fees and expenses, shall be shared equally by the Union and the Employer. The Union shall pay any FMCS filing fees.

Each party shall pay the fees, expenses, wages, and any other compensation of its own witnesses, representatives and legal counsel; except that the Grievant, if a current employee on the active payroll, and the Chief Steward and Chapter Chairperson, or his/her designee, shall not lose pay for time spent during regular working hours in attendance at an arbitration hearing.

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.

Section 6.2 - Arbitrator's Powers

The arbitrator's power shall be limited to the application and interpretation of this Agreement as written, and he/she shall be governed at all times wholly by the terms of this Agreement. The arbitrator shall have no power to add to, subtract from or modify any of the terms of this Agreement, nor shall he/she have power to 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. Further, the arbitrator shall not be empowered to consider any question or matter outside this Agreement.

If the issue of arbitrability is raised, by either party, the arbitrator shall only decide the merits of the grievance if arbitrability is affirmatively decided.

The arbitrator's decision shall be final and binding upon the Union, the Employer and employees in the bargaining unit.

Any award of the arbitrator shall not be retroactive any earlier than ten (10) calendar days prior to the time the grievance was first submitted in writing.

Section 6.3 - Arbitrator's Make Whole Award

The parties agree that any discharged bargaining unit member who on or after January 1, 2000:

(1) Withdraws retirement contributions from the Genesee County Employees' Retirement System (GCERS), thereby forfeiting credited service in the GCERS, and

(2) Subsequently returns to work in the bargaining unit will have the credited service reinstated, provided all the following conditions are met.

- The employee's return to work is due to an arbitrator's "make whole" remedy in a discharge arbitration case.
- The employee's withdrawal of retirement contributions did not occur until more than ninety (90) days after the discharge.
- The employee's previously credited service was rendered for an employer participant of the GCERS.
- The employee deposits in the GCERS an amount equal to the aggregate amount of contributions the employee made at the time of the previous membership service plus interest compounded annually from the date of withdrawal of the accumulated contributions to the date of deposit, at rates determined by the Retirement Commission.

SPECIAL CONFERENCES

Section 7.0 - Special Conference Procedure

The Employer and the Union agree to utilize a Special Conference Procedure for important matters of mutual concern if there is no grievance on the issue.

Such Procedure shall be initiated by written request of either party. The written request shall be made in advance and shall include an agenda stating the nature of the matters to be discussed and the reasons for requesting the Conference.

The time limitations set forth in this Agreement for matters subject to the Grievance Procedure shall continue to be applicable despite a request for a special Conference on the same subject unless the parties mutually agree to the contrary in writing.

The discussion shall be limited to the matters set forth on the agenda, but it is understood that these Special Conferences shall not be for the purpose of conducting or continuing collective bargaining negotiations nor to in any way modify, add to, or detract from provisions of this Agreement.

Special conferences shall be held within fourteen (14) calendar days from receipt of the written request between the hours of 8:00 a.m. and 5:00 p.m. at a time and place which is mutually agreeable to the parties. Such Conferences shall be limited to one (1) hour in duration unless extended by the parties.

The Union may meet at a place designated by the Employer on the Employer's property for a period not to exceed one-half (1/2) hour immediately preceding a Conference for which a written request has been made.

Not more than two (2) bargaining unit representatives of the Union shall be paid by the Employer for their time spent in Special Conferences, but only for straight-time hours they would have otherwise worked on their regularly scheduled shift. Additional members of the bargaining unit may attend, without loss of pay, when mutually agreed upon in advance.

NO STRIKE - NO LOCKOUT

Section 8.0 - Prohibition

The Union agrees that there will be no strikes or work stoppages during the term of this Agreement and the Employer agrees that there will be no lockouts during the term of this Agreement. Any employee(s) who violates the provisions of this Section shall be subject to discipline by the Employer, up to and including discharge. Any appeal to the Grievance Procedure shall be limited to the question of whether the employee or employees did, in fact, engage in any activity prohibited by this Section.

SENIORITY

Section 9.0 - Definition of Seniority

Departmental seniority shall be defined as the length of an employee's continuous service with the Genesee County Sheriff's Department since the employee's last date of hire.

Classification seniority shall be defined as the length of an employee's continuous service in his/her current classification commencing with his/her last date of hire in that classification.

No seniority time shall be credited for any unpaid full day suspensions, leaves of absences, or layoff unless specifically provided in other sections of the contract.

An employee's "last date of hire" shall be the most recent date upon which he/she first commenced work. Employees who have the same classification date shall be placed on the seniority list in order of departmental seniority.

The application of seniority shall be limited to the preferences and benefits specifically recited in this Agreement.

Section 9.1 - Probationary Period

All new full-time employees covered by this Agreement shall be considered probationary employees for a period of two thousand and eighty (2080) hours of straight time employment, after which their seniority shall relate back to their last date of hire into the bargaining unit. Absences from work shall extend an employee's probationary period accordingly.

Until an employee has completed the probationary period he/she may be disciplined, laid off, recalled, terminated or discharged at the Employer's discretion without regard to the provisions of this Agreement and without recourse to the Grievance and Arbitration Procedure set forth in this Agreement.

There shall be no seniority among probationary employees.

Section 9.2 - Loss of Seniority

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

(a) If he/she quits, retires, or receives a pension, including a disability pension, under the Genesee County Retirement System;

(b) If he/she is terminated or discharged and the termination or discharge is not reversed through the procedures set forth in this Agreement;

(c) If he/she 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 to his/her last known address that because of the unreported absence he/she is considered to have voluntarily quit by resigning and is no longer in the employ of Genesee County. In proper cases, exceptions shall be made upon the employee presenting convincing proof of his/her inability to give such notification;

(d) If he/she fails to return on the required date following an approved leave of absence, vacation or 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;

(e) If he/she has been on layoff status for a period of three (3) years;

(f) If he/she fails to report for work within one (1) week following notification of recall by certified mail, return receipt requested, sent to his/her last known address; with a copy of such notification sent to the Chief Steward;

Employees will be granted an extension of up to one (1) additional week from the date of recall notification to return to work. An employee desirous of such extension must make written request specifying the date of return to the Human Resources Department. Such request shall be made within three (3) working days of the employee being notified by certified mail of recall. However, employees granted such an extension will forfeit claim to any unemployment compensation during that extension period;

(g) If he/she makes an intentionally false and material statement on his/her employment application or on an application for leave of absence; except that after twenty-four (24) months of employment he/she will not suffer a loss of seniority unless he/she has a felony arrest conviction or a misdemeanor arrest conviction that he/she failed to enter on the employment application;

(h) If he/she is convicted of:

1. a felony or,
2. a misdemeanor punishable by ninety-three (93) days or more imprisonment, but excluding OUIL, Impaired or Reckless Driving, (except for a second OUIL conviction within any four (4) year period);

(i) If he/she has been on disability leave for a period of two (2) years or for a period equal to the length of his/her seniority at the time such disability leave commenced, whichever is less;

(j) If he/she 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 commenced, whichever is less.

Section 9.3 - Transfer to Non-Bargaining Unit Position

(a) Employees promoted out of the Chapter 05 bargaining unit to any other position within the Sheriff's Department prior to December 11, 1980, will retain bumping rights to the classification they held prior to their leaving the bargaining unit; utilizing as their seniority, for this purpose only, the classification and departmental seniority they had accumulated both within the bargaining unit plus any seniority they accumulated in their non-bargaining unit classification up to December 11, 1980.

(b) Effective December 11, 1980, if an employee covered by this Agreement is permanently transferred or promoted to a non-bargaining unit position (i.e., out of Chapter 05) within the Sheriff's Department and he/she remains in said non-bargaining unit position for a consecutive period of ninety (90) calendar days or longer, he/she shall retain his/her classification seniority as of the date of the transfer or promotion but he/she shall no longer accumulate additional classification seniority within the bargaining unit set forth in this Agreement while he/she is in the non-bargaining unit position. The Employer reserves the right to determine all conditions of employment for non-bargaining employees. Should an employee be returned to the bargaining unit subsequent to the expiration of the above ninety (90) calendar day period, his/her retained seniority shall be reinstated upon the date of his/her return and he/she shall thereafter begin to accumulate seniority again.

Section 9.4 - Permanent Transfers

(a) The Sheriff reserves the right, but shall not be obligated to do so, to permanently transfer an employee from one classification to another within the bargaining unit:

(1) for medical or safety reasons;

(2) to, in the judgment of the Sheriff meet the needs of the Department to fulfill its mission;

(3) whenever the employee has failed to adequately perform the functions of his/her current classification or is unable to do so in the future.

(b) Employees who are permanently transferred from one classification to another within the bargaining unit under the provisions of either number (1) or number (3) of subsection (a) of this Section shall have seniority in their new classification from the date they first commence work in their new classification, provided, however, that the employee so transferred has completed the trial period set forth in Section 12.11.

(c) If a permanent transfer within the bargaining unit is to meet the needs of the Department or to fulfill its mission, the transfer must be to an equal or higher rated classification than the one which the employee held immediately prior to the transfer. The transferred employee shall then be placed on trial status for a period of six (6) calendar months immediately following the transfer. During such trial period, the employee will continue to accumulate seniority within his/her former classification. After successful completion of the trial period, the employee's seniority in the transferred classification shall relate back to the date he/she first commenced work in the classification. At any time within the trial period, the Employer may return the employee to his/her former classification and all secondary transfers shall be returned to their former classifications. During the first ninety (90) calendar days following a permanent transfer within the bargaining unit under this subsection an employee may, on his/her own volition, request in writing to be relieved of his/her new classification, with his/her seniority in the original classification continued. The employee will then be returned to his/her former classification as soon as it is possible administratively and all secondary transfers shall also be returned to their former classifications.

(d) Commencing the first full pay period following a permanent transfer within the bargaining unit, the transferred employee shall initially be paid on the following basis:

(1) If the transfer is to an equal-rated classification, the transferred employee shall be paid at the same salary step in the classification to which he/she is transferred as he/she held prior to the transfer;

(2) If the transfer is to a higher-rated classification, the transferred employee shall be paid at the earliest step in the classification to which he/she is transferred which will give him/her a pay increase;

(3) If an employee is permanently transferred to a lower-rated classification or if an employee is returned to his/her former classification without having successfully completed the trial period in an equal or higher-rated classification, the employee shall be paid at the same progression step he/she held immediately prior to the demotion or, if it is greater, the progression step resulting from adding his/her experience in the lower-rated classification, if any, to his/her experience in all equal or higher-rated classifications.

Thereafter, permanently transferred employees shall advance on the pay scale in accordance with their length of service in the new classification.

(e) Employees who are permanently transferred from one classification to another within the bargaining unit under the provisions of either number (1) or number (3) of subsection (a) of the Section shall no longer have seniority in their former classification after they first commence work in their new classification. Any employee who is required to serve a trial period following his/her permanent transfer shall cease to have seniority in his/her former classification once he/she has successfully completed the trial period in his/her new classification.

(f) Permanent transfers made under the provisions of subsection (a) of this Section may be challenged through the Grievance and Arbitration Procedure set forth in this Agreement. If the Union challenges a transfer made under subsection (a) of the Section, the Employer, if the challenge is pursued to Arbitration, shall have the burden of proof that the challenged transfer was made for the reason(s) set forth in subsection (a) of this Section.

(g) The provisions of this Section shall not apply to positions subject to the Promotional Procedure set forth in Section 12.0 through 12.13 unless no employee has attained a passing score for promotion or the vacancy is unable to be filled because employees subject to the Promotional Procedure have failed to utilize the procedure or declined advancement.

Section 9.5 - Seniority List

The Employer shall maintain a roster of employees, arranged according to Departmental and Classification seniority, showing name, classification and seniority date(s). The Employer shall continue to furnish the Chief Steward an up-to-date seniority list each six (6) months under this Agreement.

Section 9.6 - Super-Seniority

Notwithstanding his/her position on the seniority list, the Chief Steward and the Chapter Chairperson, for the period during which they hold such offices, shall be the last bargaining unit employees laid off and the first bargaining unit employees to be recalled provided they are able to perform the required work.

Section 9.7 - Seniority and Benefit Accumulation

All non-probationary employees covered by this Agreement shall continue to accumulate seniority (reference Section 9.0 above) and continuous service for the purpose of benefit accrual rates, on leaves of absences of thirty (30) calendar days or less. Unless otherwise specifically stated to the contrary in another Section of this Agreement, employees shall not continue to accumulate seniority for any purpose, including benefits, on any leave of absence lasting in excess of thirty (30) calendar days. Upon return from a leave of absence lasting longer than thirty (30) days, an employee's seniority date and eligibility dates for all benefits 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 (1st) thirty (30) calendar days of his/her absence.

LAYOFF AND RECALL

Section 10.0 - Layoff Procedure

The Employer may lay off 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 abolition of positions, material changes in Departmental organization or for other reasons which are outside an employee's control. Whenever a reduction in the work force occurs, the following procedure shall be utilized:

(a) The first employees to be laid off within the bargaining unit classifications affected, and in the order stated, shall be: Part-time and then probationary. Thereafter, the first employees to be laid off in the affected classifications shall be those employees with the least amount of seniority in such classification, provided, however, the senior employees retained are able to perform the remaining required work.

(b) There shall be no bumping among or between employees or classifications other than the procedures set forth in this subsection:

(1) (a) An employee laid off from the Lieutenant classification may displace an employee in the Sergeant classification with less 916-05 seniority.

Any employee utilizing the displacement rights provided by this subsection must be able to perform the required work.

An employee exercising the displacement rights provided by this subsection will be paid initially at the same progression step he/she currently holds or, if it is greater, the progression step resulting from adding his/her experience in the lower-rated classification to his/her experience in all higher-rated classifications. Thereafter, he/she shall advance on the pay scale in accordance with his/her length of service in the new classification.

(2) Any employee who is eligible to exercise the displacement rights provided for in this subsection and who elects not to accept the reduction to the lower-rated position shall have the option of being placed on layoff status. The employee will be required to make a decision to accept the lower-rated classification or be placed on layoff status and submit same in writing to the Human Resources Department within two (2) working days of initial notification of pending layoff from their current classification.

Section 10.1 - Notification of Layoff

Whenever possible, the Employer agrees to give seven (7) calendar days advance notification of layoff, including the reason therefore, by personal contact, telephone call or written communication confirmed in writing by certified mail to the employee's last known address. A copy of such notification shall be issued to the Chief Steward. Whenever possible, the notification shall state the anticipated duration of the layoff.

Section 10.2 - Recall

In the event the work force is increased, recall to work shall be accomplished in the following manner:

(a) First, those employees, if any, who have exercised the displacement right set forth in subsection (b) of Section 10.0 shall, in reverse order of their displacement from the classifications affected by the recall, be returned to work in their former classification or the classification they held immediately prior to the exercise of their displacement right, whichever is applicable, provided, however, no employee shall be entitled to recall to his/her former classification or the classification they held prior to the exercise of their displacement right for a period of more than two (2) calendar years and all employees so returned must be able to perform the required work;

(b) Thereafter, recall to work shall be in reverse order of layoff from the classifications affected, provided, however, the employee returned to work must be able to perform the required work and must not have lost his/her recall rights pursuant to Section 9.2 of this Agreement.

Section 10.3 - Notification of Recall

Notification of recall shall be by personal contact, telephone call or written communication confirmed in writing by certified mail to the employee's last known address. The notice shall set forth the date the recalled employee is expected to return to work.

DISCIPLINE

Section 11.0 - Just Cause

The Sheriff shall not discharge or discipline a non-probationary employee, except for just cause. Progressive discipline for minor offenses shall be employed. The Union acknowledges that progressive discipline need not be utilized for major infractions. A "major infraction" shall be defined as the violation of any Departmental rule which carries a penalty of suspension or discharge for a first (1st) offense violation.

Section 11.1 - Counseling Memorandums

The Union acknowledges that counseling memorandums may be utilized by the Employer. Counseling memorandums shall not be construed as disciplinary action and are not subject to the Grievance Procdure.

Section 11.2 - Rules

The Employer reserves the right to establish and change from time-to-time reasonable rules governing the conduct of its employees and to affix penalties for violation of such rules. The Union shall have fifteen (15) calendar days to grieve the reasonableness of any such rule, together with the penalty attached thereto, if any, after a copy is received by the Chief Steward or his/her Alternate. Any grievance challenging the reasonableness of a rule or penalty assigned thereto shall be processed initially at Step 3 of the Grievance Procedure.

Section 11.3 - Record

In imposing discipline on a current charge, the Employer will not take into account any disciplinary actions in the employee's file which occurred more than eighteen (18) months previously, except that the record of major offenses for which a suspension of five (5) days or more was sustained may be taken into account for twenty-four (24) months.

Section 11.4 - Suspensions Pending Investigation

The Sheriff or his/her designated representative may suspend an employee pending investigation for up to fourteen (14) calendar days. If the investigation discloses that the employee did not commit the alleged offenses, he/she shall not suffer any loss of pay or benefits while on suspension. The time limitations provided for in the Grievance Procedure set forth in this Agreement shall not begin to run, nor shall any grievance be processed or filed, until the employee receives notification of what disciplinary action, if any, will be imposed as a result of the suspension pending investigation. The Employer in ordinary circumstances will give a written statement to the employee suspended pending investigation and to the Chief Steward or his/her Alternate setting forth in general terms the reasons for the suspension pending investigation.

Section 11.5 - Notice of Disciplinary Action

Within forty-eight (48) hours following the disciplinary suspension or discharge of a non-probationary employee, the Employer will notify the shift Steward or Alternate Steward in writing of the reasons therefore and will, within the same period of time, cause a copy to be issued to the employee involved.

Section 11.6 - Leaving Premises

Whenever possible, the discharged or suspended employee will be allowed to discuss his/her discharge or suspension with a Steward before an employee is required to leave the property of the Employer and the Employer will make available an area where this may be done in private.

Section 11.7 - Expedited Disciplinary Grievances

Should an employee who has been discharged or given a disciplinary suspension consider such discipline to be improper, a grievance may, within five (5) calendar days following the suspension or discharge, be processed initially at Step 3 of the Grievance Procedure. The Union may file the grievance on behalf of the employee so disciplined.

PROMOTIONAL PROCEDURE

Section 12.0 - Purpose of Promotional Procedure

The purpose of this procedure is to establish a promotional system for full time, non-probationary employees occupying the classification of Sergeant in the Genesee County Sheriff's Department. The Employer shall determine the duties of all positions subject to this procedure and, in its sole discretion, whether a vacancy does or does not exist.

Section 12.1 - Advancement Opportunities

Promotion means to advance from a given classification to a higher paid classification. Specifically, this program involves the upward movement of selected personnel from the classification of Sergeant to Lieutenant. Each promoted employee must be a current member of the department and must meet all the eligibility rules of the Promotional Procedure.

Section 12.2 - Eligibility

To be eligible for a promotional advancement to the classification of Lieutenant, the following requirements must be met:

(a) Promotion to Lieutenant: The employee must be classified as a Sergeant and have six (6) years law enforcement experience including two (2) years of experience as a Sergeant in the Genesee County Sheriff's Department.

(b) Date of Eligibility - Requirements as stated in Section 12.2 (a) above must be met on or before the date the promotional roster expires or is exhausted as provided in Section 12.12.

Section 12.3 - Program Weight

Scores for the Lieutenant's examination shall be based upon a written examination, performance evaluations, an Oral Board examination and seniority within the Department. The weights assigned shall be as follows:

(a)	Written Examination:	60 points
(b)	Performance Evaluation:	20 points
(c)	Oral Board:	20 points

(d) Seniority: One (1) point per year beginning at the completion of an employee's first (1st) year in the Department and continuing thereafter at the rate of one (1) additional point for each additional year of continuous service with the Department, up to a maximum of ten (10) points.

To qualify for the Oral Board an applicant must achieve a minimum of twenty-five (25) points on the written examination.

To qualify for placement on a promotional roster list for Lieutenant, all applicants must achieve a combined score on the written examination, performance evaluations and Oral Board examination which, when added to their seniority points, equals a minimum of seventy (70) points.

Employees subject to this procedure may participate in whatever number of promotional opportunities their eligibility permits and, accordingly, may be on more than one (1) promotional roster list if they have achieved the requisite minimum score of seventy (70) points.

Section 12.4 - Roster

For each vacancy in the classification of Lieutenant a roster of selection will prevail. Initially, this means that the scores will be in consecutive order with the Employer promoting from among the top four (4) scores. For each successive vacancy thereafter, the Employer will select from a group consisting of the following highest four (4) scores together with those employees who had not been selected for the immediately preceding vacancy on the promotional list involved.

Section 12.5 - Written Examination

The content of any written Lieutenant examination will be scaled appropriately to the level of the position being considered. Written tests will be designated at a general knowledge level or standards designated where rank and position warrant specialization. The Employer will determine where general or specialized standard testing is warranted. All written Lieutenant examinations will be designed and drafted by the Human Resources Department or another professional agency. The Employer shall determine the professional agency best qualified for this testing composition. Instructions given for a written examination will be in written form and will accompany the written examination. Appropriate study materials will be provided, but must be returned by the employee in unmarked reusable condition by the date designated after exam. Failure to properly return the materials will result in the employee being charged for the cost of the materials.

Section 12.6 - Performance Evaluations

Performance evaluations will be conducted annually by the Sheriff or his/her designated representative.

Section 12.7 - Oral Board

The Oral Lieutenant Board shall consist of three (3) members. One (1) member of the board shall be a law enforcement officer from outside the Department whose rank is equal to or higher than the position being sought. The remaining two (2) positions on the Oral Board shall be filled by the County Human Resources Director or the Director's design and an employee of the Department designated by the Sheriff. The Union will have the option of designating one (1) non-participating observer to attend Oral Board deliberations. This observer shall be a law enforcement professional and shall not be a bargaining unit member. The results of the written examination shall not be made available to the Oral Board. The Employer shall supply to the Oral Board an employee's attendance record for the preceding twenty-four (24) months and his/her disciplinary record for the preceding eighteen (18) months, together with any awards the employee may have earned during the employee's assignment to his/her current classification.

Section 12.8 - Posting of Examination Notices

Examination notices for all Lieutenants competitive promotions ~~classifications~~ shall be posted for a thirty (30) calendar day period at the following work stations:

(1) Law Enforcement Squadroom;
(2) Circuit Court Holding Room;
(3) McCree Court Control Room;
(4) Main Hallway at jail (next to records);
(5) Four (4) copies to Chapter Chairperson

There shall be no less than a thirty (30) calendar day period from the date the posting expires and the written examination date.

Subjects to be covered in the written examinations and Oral Board shall be included in the above notice. Employees eligible to compete must submit a written letter of intent to participate to the Human Resources Director, with a copy to the Sheriff, no later than the expiration date of the posting.

Alternative examination dates will be arranged by the Employer for employees who have submitted a timely request to participate in the promotional process but who will be on vacation or reserve training leave at the time the examination will be given or who miss the examination because of illness supported by a physician's certificate and who submit such excuse to the Sheriff in writing no later than five (5) calendar days following the initial examination date. All such alternative examinations will be scheduled within ten (10) calendar days following the employee's return from vacation or presentation of the written excuse to the Sheriff, whichever is appropriate. Overall results will be issued within two (2) weeks of completion of the Oral board to all eligible employees.

Section 12.9 - Examination Procedure

Any employee has the right to examine the result of his/her own performance evaluation and written examination. The documents are confidential, and they cannot be removed from the files. However, the contents of promotional documents will be made known only to the Sheriff and his/her designated representatives, and the employee himself and his/her designated representative.

Section 12.10 - Pay Rate on Promotion

Commencing on the first (1st) full pay period following promotion, the promoted employee shall be initially paid at the earliest step in classification to which the employee is promoted which will give the employee a pay increase. The employee shall thereafter advance on the pay scale in accordance with the employees length of service in the new classification. Employees promoted from Deputy to Sergeant will carry their current anniversary date for step up purposes.

Section 12.11 - Trial Periods

All employees promoted to bargaining unit classifications shall be placed on trial status for a period of one (1) year immediately following promotion. At any time during the trial period if the employee is not satisfactorily performing the duties in the new classification, the Employer shall have the right to return the employee to his/her former classification and all secondary transfers or promotions shall be returned to their former classifications. The Employer shall inform the employee in writing of the reason for demotion.

During the first ninety (90) calendar days following promotion an employee may, on his/her own volition, request in writing to be relieved of his/her new classification and be returned to his/her former classification, with his/her seniority in his/her original classification continued.

If an employee returns to their former classification at their own request, their name shall be removed from all promotion rosters until the next written examination is given and all secondary transfers and promotions shall be returned to their former classifications.

Section 12.12 - Examination Period

Promotional examinations will be given whenever a promotional roster expires or is exhausted. The date of expiration of or exhaustion shall become the final date for eligibility as required in Section 12.2(b). In no instance will a promotional roster remain in effect for longer than a two (2) year period.

Section 12.13 - Outside Appointment

The Sheriff may fill a vacancy subject to this procedure from outside the bargaining unit if no employee has attained a passing score for promotion, or the vacancy is unable to be filled because employees subject to this procedure have failed to utilize the procedure, or declined advancement. If an employee declines a promotional advancement, his/her name shall be removed from the promotional roster involved.

HOURS OF WORK

Section 13.0 - Normal Work Period-Workday

An employee's normal work period shall consist of eighty (80) hours of work performed in a period of two (2) consecutive calendar weeks. The normal workday shall consist of eight (8) hours of work performed within a period of twenty-four (24) consecutive hours commencing from the start of an employee's regularly scheduled shift.

Section 13.1 - Work Period-Workday Definitions

The definitions of an employee's normal work period and workday stated in Section 13.0 shall not constitute a guarantee by the Employer of any number of hours per workday or per work period, provided, however, the Employer shall not reduce the normal work period or workday on a proportional basis, whether by classification or Department wide, instead of resorting to the Layoff Procedure set forth in this Agreement.

Section 13.2 - Scheduling

The Employer shall have the right to determine, establish and modify scheduling and manpower requirements, including, but not limited to, the number of shifts, the starting and quitting times for all shifts and the manpower requirements for each shift to meet the needs of the Department.

A shift schedule will be posted once every thirty (30) calendar days indicating the normal workday of every member of the Department. Said schedule shall be posted at least thirty (30) calendar days prior to its effective date.

It is expressly understood that an employee's work schedule and his/her shift may be temporarily changed whenever operating conditions warrant such change. When notified of such a shift change, the affected employees shall be furnished a brief written explanation of the basis for the shift change. All non-probationary employees shall be entitled to a minimum of ten (10) calendar days notice before their shift is changed by the Employer except where such notice cannot reasonably be given.

Individual schedule and shift changes anticipated to last longer than thirty (30) calendar days may be a subject of a Special Conference pursuant to Section 7.0.

Section 13.3 - Coffee Breaks

Employees are allowed two (2) fifteen (15) minute coffee breaks per workday to be taken when duty permits.

Section 13.4 - Overtime

All employees shall be expected to work reasonable amounts of overtime upon request. Overtime, other than of an emergency nature, must be authorized by the Sheriff or his/her designated representative.

Section 13.5 - Premium Pay

(a) Periodic Premium Pay. Time and one-half (1 1/2) an employee's straight time regular rate of pay shall be paid for all hours actually worked in excess of eighty (80) hours in a normal work period of two (2) consecutive calendar weeks and for all hours actually worked on an employee's scheduled day off;

(b) Daily Premium Pay. Time and one-half (1 1/2) an employee's straight time regular rate of pay shall be paid for all hours actually worked in excess of eight (8) in any one (1) workday. A workday shall be defined as a twenty-four hour period commencing from the start of an employee's regularly scheduled shift. This definition shall not apply for purposes of overtime premiums where:

(1) An employee's regular shift is changed at his/her request;

(2) The employee's regular shift has variable starting times or is scheduled on a rotation basis, provided, however, at least eight (8) hours of off-duty time is scheduled between the end of one (1) shift and the start of another.

(c) Straight Time Regular Rate of Pay. An employee's straight time regular rate of pay shall be determined by dividing his/her annual salary, exclusive of all premiums, by 2080 hours.

(d) Hours Actually Worked. Paid bereavement leave, vacations, holidays, authorized training and personal days shall count as "hours actually worked" for purposes of determining an employee's eligibility for both Periodic Premium Pay or Daily Premium Pay. All other paid but non-worked time will not count as "hours actually worked" for purposes of determining an employee's eligibility for either Periodic Premium Pay or Daily Premium Pay.

(e) When in the judgment of the Employer overtime is required, the Employer will endeavor to distribute such overtime work in an equitable fashion.

(f) Easter Premium Pay. Employees who work on Easter shall receive one-half (1/2) their straight time regular rate of pay for all hours actually worked on Easter in addition to the pay they would normally receive.

Section 13.6 - No Duplication or Pyramiding of Premium Rates

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

Section 13.7 - Shift Preference Selection

(a) Shift Definition. For purposes of this Section, the following definitions shall apply:

(1) 1st Shift: Any shift with a scheduled starting time of on or after 6:00 a.m. and before 11:00 a.m.;

(2) 2nd Shift: Any shift with a scheduled starting time of on or after 2:00 p.m. and before 7:00 p.m.;

(3) 3rd Shift: Any shift with a scheduled starting time of on or after 10:00 p.m. and before 3:00 a.m.

(b) Participating Employees. No employee shall be eligible to apply for a shift preference until he/she has completed two (2) calendar years employment with the Employer, and in addition, has completed three (3) or more months on his/her current shift. All applications for shift preference are subject to the conditions set forth below.

(c) Permitted Changes. Shift preference requests will be granted by the Employer if there is an employee with less classification seniority working on the requested shift in the same classification unless the request would alter the manpower requirements established by the Employer or would otherwise be detrimental to the operation of the Department.

(d) Non-Permitted Changes. Employees eligible to apply for a shift preference will not be permitted to displace employees with less classification seniority on the requested shift who are undergoing specialized training or are on a special assignment.

(e) Requests for Shift Preferences. All applications for a shift preference must be submitted in writing to the applying employee's immediate supervisor within the application period set forth below. Thereafter, the Employer will post on the bulletin board the contemplated changes resulting from the submitted requests and such changes will go into effect on the date indicated by the following schedule:

Application Period	**Posting of Changes**	**Effective Date of Changes**
February 15 through March 1	March 15	Start of first pay period in April.
August 15 through September 1	September 15	Start of first pay period in October

In placing shift preference requests into effect, the Employer will attempt to arrange such changes in a manner which will allow employees changing shifts to be off-duty for eight (8) hours from the end of their old shift to the start of their new shift. The parties recognize, however, that this goal cannot always be accomplished.

Accordingly, if implementation of a shift preference would require an employee to work sixteen (16) hours consecutively, the employee requesting the shift change will be the individual selected to work the "back-to-back" shifts. The Employer shall not be liable for overtime premium pay under Section 13.5 of this Agreement as a result of its implementation of shift preference requests.

(f) Shift Preference and Vacancies. Shift preference may also be exercised in the event of a vacancy within the classification, provided prior application for shift preference has been made as set forth in Section 13.7(e). However, this does not preclude the Employer from filling any such vacancy with employees with less classification seniority who are undergoing specialized training or are on special assignments.

(g) Special Assignments. For purposes of shift preference only, special assignments including, but not limited to, the following will be treated as if they are independent classifications:

	Organized Crime Taskforce
Drug Team	Detective Bureau
Traffic Bureau	Paramedic Division

(h). Continuation of Swing Shift. In addition to the three (3) shifts defined in Section 13.7(a), the parties recognize that the Employer may continue a swing shift during the current contract period. The swing shift is considered a shift in the application of Section 13.7. All employees working on the swing shift shall receive a shift premium of nine percent (9%) per hour. In filling swing shift position(s) the Employer shall select from among employees volunteering for the swing shift, or in the absence of volunteers, shall assign the lowest seniority employees to the swing shift.

The provisions of Section 13.2 are hereby modified to provide that a ten (10) day notice (instead of thirty (30) days) for schedule change shall be given employees working in swing shift positions.

Furthermore, employees working on the swing shift shall not work more than two different shifts in a scheduled workweek unless mutually agreeable to the employee and the Employer, except in the event of an emergency.

Section 13.8 - Court Time

Bargaining unit members who are compelled by subpoena to appear in court to give testimony in a criminal proceeding or civil infraction on their days off or other authorized off-duty time, will receive a minimum of four (4) hours pay at their straight time regular rate of pay, exclusive of all premiums, if their appearance in court was due to their employment with the Employer. All such payments under this Section shall be in lieu of any witness fees. If the duration of subpoenaed off-duty criminal or civil court time exceeds four (4) hours, the employee shall be paid eight (8) hours pay at his/her straight time regular rate of pay, exclusive of all premiums. Should the duration of off-duty subpoenaed criminal or civil court time exceed eight (8) hours, the employee shall be paid at his/her straight time regular rate of pay, exclusive of all premiums, for all time actually spent in court prior to the time the employee was excused from any further attendance. Court time shall not count as "hours actually worked" within the meaning of Section 13.5.

Section 13.9 - Stand-by Pay

Employees who are required to be on stand-by status during the period from Monday through Friday shall receive one (1) hour of pay at their straight time regular rate of pay, exclusive of all premiums, for each day they are on stand-by status.

Employees who are required to be on stand-by status on Saturday or Sunday shall receive two (2) hours pay at their straight time regular rate of pay, exclusive of all premiums, for each such day they are on stand-by status. The benefit provided for in this Section shall be limited to one (1) employee in any one (1) calendar week and the Employer shall not be obligated to pay more than nine (9) hours of such pay in any one (1) calendar week. Stand-by time shall not count as hours actually worked for purposes of determining an employee's eligibility for overtime premium pay. The past practice of the selection of employees to be on stand-by status shall be continued. The nature of their duties shall be determined by the Sheriff in his/her sole discretion.

Section 13.10 - Reporting Pay

Employees reporting for work at the start of their regular shift when no work is available shall receive four (4) hours pay at their straight time regular rate of pay, exclusive of all premiums, unless such employees are notified not to report for work.

Section 13.11 - Training and Schooling

Employees who are assigned for training or schooling, where an overnight stay is required, shall be paid for all reasonable time lost by the employee during his/her regular working hours.

Lost time shall be compensated at the employee's straight time regular rate of pay, exclusive of all premiums, and shall be included in determining the hours actually worked for purposes of overtime premium pay.

Reimbursement for actual expenses incurred by the employee for such training or schooling shall be in accordance with the ordinance and resolutions adopted from time-to-time by the Genesee County Board of Commissioners concerning such matters.

The Employer shall determine in its sole discretion the number and selection of employees, if any, assigned for training or schooling, as well as the nature of such training or schooling.

Transportation will either be provided by the Employer to the assigned schooling or training or the employee will receive IRS approved rate per mile round trip if he/she uses his/her own personal automobile.

Police Training. The parties agree that if the Employer appoints an employee to an assignment requiring police certification which the employee lacks, the Employer will provide the required training and schooling under the provisions of Section 13.11. In the event the employee does not complete the certification requirements within the standard length of time for doing so, the Employer's obligation to provide the required training and schooling shall cease.

The parties further agree that an employee who is not appointed by the Employer to an assignment requiring paramedic certification but who desires to acquire such certification on their own may utilize the educational reimbursement provisions of Section 23.14 to do so, if otherwise eligible.

LEAVES OF ABSENCE

Section 14.0 - Procedure for Requesting Leaves

Requests for a leave of absence must be submitted in writing by the employee to his/her immediate supervisor at least ten (10) working days in advance of the date the leave is to commence, except in emergency situations. The request for the leave of absence shall state the reason for the leave and the exact dates on which the leave is to begin and end. Authorization or denial of a leave of absence shall be furnished to the employee in writing by the Employer.

Any request for an extension of a leave of absence must be submitted in writing to the Employer at least fourteen (14) calendar days in advance of the expiration date of the original leave, stating the reason for the extension request and the exact revised date the employee is expected to return to work. Authorization or denial of the extension request shall be furnished in writing to the employee by the Employer.

Section 14.1 - Purpose of Leaves

It is understood by the parties that leaves of absence are to be used for the purpose intended, and employees shall make their intent known when applying for such leaves. There shall be no duplication or pyramiding of leave benefits or types of absence. Employees shall not accept employment while on leave of absence unless agreed to by the Employer. Acceptance of employment or working for another employer without prior approval while on leave of absence shall result in immediate termination of employment with the Employer. All leaves of absence shall be without pay unless specifically provided to the contrary by the provisions of the Leave Section involved.

Section 14.2 - Pre-Induction Physical Examinations

With the approval of his/her immediate supervisor, a full time employee shall be excused from work, with pay, if he/she is ordered to report for a physical examination before compulsory induction into the military service. Such time off shall be for a period no longer than is necessary.

Section 14.3 - Active Military Leave

Any full time and non-temporary employee who enters active service of the Armed Forces of the United States shall receive a military leave without pay for a period of his/her initial enlistment or induction but not to exceed more than four (4) years plus one (1) additional year for voluntary extension if this service is at the request and for the convenience of the Government plus any involuntary service. An employee returning from military service shall be re-employed in accordance with the applicable Federal and State statutes and shall be entitled to any other benefits set forth in this Agreement, provided the employee satisfies the eligibility requirements set forth in this Agreement. Application for military leave of absence shall be made to the Employer in writing as soon as the employee is notified of acceptance or induction into military service and in any event not less than two (2) weeks prior to the employee's separation of employment with the Employer. All benefits such as insurance, vacation or personal days shall cease immediately upon the employee's separation from employment.

An employee shall not lose seniority (reference, Section 9.0) while on active military leave if provisions in this section are met. The time counted in computing seniority shall include employment with the Employer prior to induction into the military service, a reasonable period between leaving his/her job and entering military service, not to exceed thirty (30) calendar days, the entire period of his/her military service, and the period between his/her release from the service and his/her return to work.

Employees who return from active 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 continue to accrue benefits while on active military leave.

Section 14.4 - Reserve Training Leave

A full time non-temporary employee with reserve status in the Armed Forces of the United States or membership in the Michigan National Guard who is called to participate in training sessions shall be permitted leave for this purpose. He/she shall furnish to the Employer, in writing, a statement of the total amount of Government compensation received for this service during this period. If such Government compensation does not equal the employee's usual salary, he/she shall be paid the difference by the Employer for a period not to exceed ten (10) working days in any one (1) calendar year. Any additional time which an employee may be required to serve or attend military meetings shall not be compensated by the Employer. Reserve training leave shall be in addition to any vacation time of which the employee may be entitled to but vacation leave may not be scheduled consecutively with reserve training leave unless the Employer gives prior approval.

An employee shall not lose seniority (reference, Section 9.0) while on reserve training leave if provisions in this section are met. Employees shall be eligible to continue insurance coverage and shall continue to accrue benefits while on reserve training leave.

Section 14.5 - Union Business Leave

An unpaid leave of absence will be granted to not more than one (1) full time employee with at least one (1) year's seniority who is elected to any Union office or selected by the Union to do work which takes them from employment with the Employer. The duration of such leave is not to exceed the term of office. However, this leave may be extended by mutual agreement of both parties. At least ten (10) working days prior notification must be given to the Employer before such leave will be granted and employees returning from such leave must provide the Employer with a minimum of ten (10) working days advance notification.

Seniority (reference, Section 9.0) and continuous service for the purpose of benefit accrual rates shall continue for an employee on an authorized Union business leave for the duration of said authorized leave. Employees in the Defined Benefit Plan will also accumulate retirement credit, statutory requirements permitting, if the employee submits both the Employer and employee contributions on a monthly basis.

Section 14.6 - Short-Term Union Leave

The Employer agrees to grant time off without pay in an amount not to exceed thirty (30) calendar days in any one (1) calendar year to enable employees with at least one (1) year's seniority to attend Union conventions and education classes. Not more than two (2) employees will be allowed such leave at any time and the number of workdays for any one (1) employee shall not exceed ten (10) in any one (1) calendar year. Requests for such leave must be given to the employee's immediate supervisor in writing ten (10) working days in advance of the time the leave is to commence, and shall specify the length of leave time desired. Time off pursuant to this Section shall not cause any disruption of the Employer's operations due to a lack of available employees nor shall it cause a conflict, which would necessitate overtime pay for an employee filling the vacant position created by such time off. Leave time granted under this Section may be canceled if the presence of the employee on leave is required by the department.

Seniority (reference, Section 9.0) and continuous service for the purpose of benefit accrual rates shall continue for an employee on an authorized Short-Term Union Leave.

Section 14.7 - Personal Leave

Employees with at least one (1) year's seniority may be granted up to ninety (90) calendar days personal leave of absence without pay. Employees will be granted a Personal Leave only if they have used all their accumulated personal time. An extension of the leave of absence may be granted at the option of the Sheriff.

Seniority (reference, Section 9.0) and continuous service for the purpose of benefit accrual rates shall continue for an employee on an authorized Personal Leave for the first thirty (30) calendar days of such leave. Upon return from a leave of absence lasting longer than thirty (30) calendar days, an employee's seniority date, benefit accrual rates and benefit dates will be adjusted forward to take into account the length of the employee's absence, provided, however, that

the employee shall be given credit on his/her seniority date and benefit eligibility dates for the first thirty (30) calendar days of his absence.

Section 14.8 - Medical Certificates and Examinations

In situations where an employee's physical or mental condition reasonably raise a question as to the employee's capability to perform his/her job, the Employer may require a medical examination, at its expense, and, if cause is found, require the employee to take or remain on disability leave of absence. The Employer may require as a condition of any disability leave, regardless of duration, a medical certificate setting forth the reasons for the disability leave when there is reason to believe the health or safety of personnel may be affected or that the employee is abusing disability leave. Employees required to take a disability leave of absence or to remain on disability leave following an examination by the Employer's physician may, at their own expense, have an examination conducted by a physician of their own choice. If the medical conclusions of the two (2) physicians are dissimilar concerning the ability of the employee to perform his/her duties, the two (2) physicians shall select a third (3rd) physician to examine the employee, whose medical conclusions shall be binding. The two (2) immediately preceding sentences shall not apply in situations where a claim for benefits for such illness or disability may be made by the employee affected pursuant to a contract of insurance carried by the Employer.

Section 14.9 - Compensable Injury Benefits

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. If the injury is deemed compensable, the employee will receive the State mandated payments in accordance with statutory compensation levels.

When a non-probationary employee covered by this Agreement takes Workers' Compensation leave because he/she has sustained an occupational injury or illness, he/she may make application for benefits under the Workers' Compensation Law of the State of Michigan. In addition, the Employer will make a payment to the employee which, when combined with his/her statutory Workers' Compensation benefit will give the employee a total combined benefit of eighty percent (80%) of his/her gross regular weekly pay plus continuation of health insurance, optical insurance, dental insurance and life insurance. 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. However, employees will not be entitled to receive both the above mentioned supplemental payment from the County 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 circumstances will they be eligible to receive both.

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 under applicable Workers' Compensation Laws.

Seniority (reference, Section 9.0) shall continue to accumulate while employees are receiving Workers' Compensation benefits, and time so spent will be counted as continuous service for benefit accrual rate purposes only.

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 this Section.

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

Section 14.10 - Educational Leave

At the discretion of the Employer an unpaid leave may be granted full time, non-probationary employees with at least one (1) year's seniority for the purpose of taking accredited courses directly related to the knowledge and skills required in the performance of their duties for the Employer. The length of such leave shall not exceed one (1) calendar year. Proof may be required at any time by the Employer that the education program is being pursued by the employee.

Seniority (reference, Section 9.0) and continuous service for the benefit accrual rates shall continue for an employee on an authorized educational leave for the first thirty (30) calendar days of such leave. Upon return from a leave of absence lasting longer than thirty (30) calendar days, an employee's seniority date, benefit accrual rates and benefit dates will be adjusted forward to take into account the length of the employee's absence, provided, however, that the employee shall be given credit on his seniority date and benefit eligibility dates for the first thirty (30) calendar days of his absence.

Section 14.11 - Bereavement Leave

(a) When a death occurs in the immediate family as defined below, of an employee who has completed five hundred and twenty (520) straight time hours of employment, the employee upon request will be excused for any of the first four (4) scheduled working days immediately following the date of death provided they attend the funeral or memorial service, also providing that any minor holidays which occur during the four (4) day period of bereavement leave, with the understanding that in no event will the bereavement leave provided be extended as a result of a minor holiday. In addition, in cases where more than four (4) working days occur between the date of death and the funeral or memorial service, the bereavement leave can be adjusted to encompass any four (4) consecutive scheduled work days in conjunction with the funeral or memorial service provided that the employee attends the funeral or memorial service

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

(b) When a death occurs in the immediate family of an employee who has completed five hundred and twenty (520) straight time hours of employment, the employee, on request, will be excused for the first three (3) normally scheduled working days immediately following the date of death provided he/she attends the funeral or memorial service, also providing that any minor holidays, which occur during the three (3) day period of bereavement leave shall be counted as one (1) or more of the days of the three days bereavement leave, with the understanding that in no event will the bereavement leave provided be extended as a result of a minor holiday. In addition, in cases where more than three (3) working days occur between the date of death and the funeral or memorial service, the bereavement leave can be adjusted to encompass any three (3) consecutive scheduled work days in conjunction with the funeral or memorial service provided that the employee attends the funeral or memorial service.

The "Immediate family" shall be defined as the employee's stepparent, parent of current spouse, brother or sister, grandparent, grandchild, aunt and her current spouse, uncle and his current spouse, current brother-in-law or current sister-in-law, current daughter-in-law or current son-in-law, current spouse's stepparent, current spouse's grandparent.

An employee excused from work under this Section shall, after making written application, and submitting required proof of death and funeral attendance to his/her immediate supervisor, receive the amount of wages he/she would have earned by working during his/her straight time hours on such scheduled days of work for which he/she is excused. Payment shall be made at the employee's rate of pay, not including premiums, as of his/her last day worked. Employees may be granted additional time off pursuant to this Section for travel for otherwise by use of earned vacation or personal days upon approval of their immediate supervisor.

Seniority (reference, Section 9.0) and continuous service for the purpose of benefit accrual rates shall continue for an employee on an authorized bereavement leave.

Section 14.12 - Jury Duty

Any full time employee covered by this Agreement shall be granted a leave of absence with pay when they are required to report for jury duty. The employee shall give the Employer prior notification of their jury duty if at all possible. Employees shall be paid the difference between any jury duty compensation they receive and their regular wages for time necessarily spent in jury service. Employees shall be paid on the next regularly scheduled 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 jury duty prior to the end of the workday shall return to their regular work station for the remainder of the workday. Non-probationary employees shall continue to accrue seniority and benefits while on jury duty. 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.

Section 14.13 - Witness Leave

Any full time employee covered by this Agreement who is required to appear and testify on the Employer's behalf before a court of record or an administrative agency having the power to subpoena or in a similar proceeding not involving the Employer if the need for the employee's testimony is the direct result of the performance of his/her duties for the Employer will be placed on leave status for the required time. Employees called as a witness in such proceedings shall be paid the difference, if any, between any witness fee compensation, excluding mileage, and their straight time regular rate of pay, exclusive of all premiums, for time lost from work. This payment will be made on the next regularly scheduled pay day for each full or half day of witness service, whichever is applicable, after endorsing the witness fee check for each day to the Employer.

Section 14.14 - Leaves During Layoff Periods

Non-probationary employees who are on leave of absence during a layoff shall continue to be carried as on leave status. However, at the point an employee would have been laid off or reduced in classification had he/she remained at work, his/her seniority will be frozen and no additional accumulation of seniority will be permitted. Thereafter, employees on leave will have their retained seniority for recall purposes reduced by one (1) day for each and every day they remain on leave. The provisions of this Section shall not apply to employees on disability leave.

HOLIDAYS

Section 15.0 - Holiday Schedule

All full time employees shall receive eight (8) hours pay at their straight time regular rate of pay, exclusive of all premiums, for each of the following recognized holidays irrespective of whether they perform any work on the holiday involved, provided they are otherwise eligible.

Major Holidays	Minor Holidays
New Years Day	M. L. King Day
Presidents Day	Good Friday
Memorial Day	
Independence Day	Friday after Thanksgiving Day
Labor Day	Day before Christmas
Veteran's Day	Day before New Years Day
Thanksgiving Day	
Christmas Day	

Section 15.1 - Holiday Eligibility

Employee eligibility for holiday pay is subject to the following conditions and qualifications:

(a) The employee must occupy a job classification covered by this Agreement and have completed five hundred and twenty (520) straight time hours with the Employer;

(b) The employee must work their scheduled hours on both their last scheduled day before the holiday and on their first scheduled day after the holiday or be on an authorized normally paid leave;

(c) The employee must not be on a layoff;

(d) The employee must not be suspended for disciplinary reasons;

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

(f) Holidays falling within an employee's vacation period shall be paid but no additional time off shall be granted.

Section 15.2 - Worked Holidays

(a) Eligible employees who work on a major holiday as set forth in Section 15.0 shall receive time and one-half (1 1/2) their straight time regular rate of pay for all hours actually worked on the holiday, plus holiday pay if applicable, in lieu of any additional time off.

(b) Eligible employees who work on a minor holiday as set forth in Section 15.0 shall receive their straight time rate of pay for all hours actually worked on the holiday, plus holiday pay if applicable, in lieu of any additional time off.

Section 15.3 – Holiday Celebration

For employees scheduled Monday through Friday, if a holiday falls on Sunday, the following Monday will be recognized as the holiday. If a holiday falls on Saturday, the preceding Friday will be recognized as the holiday.

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

The preceding two paragraphs shall apply only to those eligible employees whose normal workweek consists of forty (40) hours of work performed from Monday through Friday.

For employees working other than a Monday through Friday schedule, the actual date of the holiday will be observed.

VACATIONS

Section 16.0 - Vacation Benefit

All full time employees covered by this Agreement who have the required seniority and have worked the requisite and qualifying number of hours as set forth below in this Agreement shall be granted a vacation with pay in accordance with the following schedule.

Seniority Required	Accrual Rate	Maximum Hours Pay Annually	Maximum Workdays Off Annually
One (1) year through five (5) years	Nine (9) hours for each 208 hours actually worked	90	11/4
Six (6) years through ten (10) years	Thirteen (13) hours for each 208 hours actually worked	130	16 1/4
Eleven (11) years and up	Seventeen (17) hours for each 208 hours actually worked	170	21 1/4

Effective the first full pay period following August 1, 2006, all full time employees covered by this Agreement who have the required seniority and have worked the requisite and qualifying number of hours as set forth below in this Agreement shall be granted a vacation with pay in accordance with the following schedule.

Seniority Required	Accrual Rate	Maximum Hours Pay Annually	Maximum Workdays Off Annually
One (1) year through two (2) years	Nine (9) hours for each 208 hours actually worked	90	11 1/4
Three (3) years through five (5) years	Ten (10) hours for each 208 hours actually worked	100	12 1/2
Six (6) years through ten (10) years	Fifteen (15) hours for each 208 hours actually worked	150	18 3/4

Eleven (11) years and up	Nineteen (19) hours for each 208 hours actually worked	190	23 3/4

New employees will not be eligible for vacation credit until after completion of one thousand and forty hours (1040) of straight-time employment, six (6) months of service at which time they will be credited with forty-five (45) hours.

Section 16.1 - Vacation Request

Employees shall inform their Shift Commander (Lieutenant) in writing during the month of March of each year of their vacation request for the six (6) month period beginning May 1 of that year and extending through October 31.

Employees shall inform their Shift Commander (Lieutenant) in writing during the month of September of each year of their vacation request for the six (6) month period beginning November 1 of that year and extending through April 30 of the next year.

Employees may designate in each request period, by order of numerical preference, no more than three (3) choices for vacation time off. If an employee does not submit a vacation request as set forth in this Section, the Employer may assign a vacation period not to exceed one-half (1/2) of the amount of weeks the employee accumulated on an semiannual basis in each of the six (6) month application periods.

Following March and September, the Sheriff or the Sheriff's designated representative will develop a departmental plan to ensure that a sufficient number of officers will be on duty at all times to meet the operational requirements of the department. The Sheriff will attempt to arrange the departmental vacation schedule in such a manner that each employee will take the amount of vacation he/she has earned in periods of at least one (1) workweek in each six (6) month vacation application period. The Sheriff will attempt to post the approved departmental vacation plan no later than April 15 for vacations scheduled to begin during the six (6) month period starting May 1 and no later than October 15 for vacations scheduled to begin during the six (6) month period starting November 1.

Requests for vacation time off in a "block" of at least one (1) workweek will be given preference over a request for vacation time off on an individual, day-by-day basis.

Vacation requests may be denied or canceled by the Sheriff if there is a departmental emergency requiring such action.

A vacation may not be waived by an employee and extra pay received for work during that period.

Section 16.2 - Preference by Seniority

Conflicts in vacation requests shall be resolved initially by giving preference to the employee with the greatest classification seniority as previously defined in Section 9.0 on the shift and job assignment involved.

However, the exercise of such a seniority preference by an employee shall be limited to a maximum period equal to the amount of weeks that employee accumulates on an semiannual basis during each vacation application period. Up to one (1) week additional vacation may be granted by the Sheriff at the Sheriff's discretion in each application period.

After the departmental vacation plan has been posted, employees who failed to obtain any of their three (3) preferences may select from the dates then available by making application in writing to their Shift Commander (Lieutenant) who will process such applications on a "first come - first served" basis; normally, one (1) week's advance notification to the employee's immediate supervisor must be given by the employee of the date desired by such an application.

Section 16.3 - Vacation Accumulation

Vacation leave and pay may be cumulative but an employee may not at any point in time accumulate more than one and one-half (1 1/2) times the maximum number of hours of pay and work days off he/she is entitled to by reason of his/her seniority under Section 16.0. Vacation leave and pay which is not taken and which exceeds the maximum allowable accumulation shall be forfeited, except that an employee's accumulated leave bank or the earning of same shall not be placed in jeopardy due to the Employer's failure to grant a previously scheduled vacation period.

Employees with an accumulation of vacation hours in excess of the allowed maximum will not have this accumulation forfeited during the remainder of the current contract period. However, the parties and the employees agree to mutually work toward the goal of significantly reducing this excess vacation accumulation during the current contract period.

Section 16.4 - Vacation Basis

Vacation pay will be paid at the current rate of the employee, exclusive of any shift premiums. The term "current salary" shall include any increase in salary schedule, which the employee becomes eligible for while on vacation by reason of length of service with the Employer.

Section 16.5 - Benefit on Termination

Upon termination of employment an employee shall be compensated in cash at the employee's most recent actual rate of pay on payroll records for all allowable accumulated and unused vacation leave, provided the employee has completed his/her probationary period.

Section 16.6 - Advance Vacation Checks

If a regular pay day(s) falls during an employee's vacation, he/she will receive his/her vacation check(s) in advance, provided he/she has requested such advance payment three (3) weeks prior to the pay period preceding the start of his/her vacation. Employees who participate in automatic payroll deposit are not eligible for advance checks.

Section 16.7 - Illness During Vacation

If an employee becomes ill or injured during his/her vacation and is under the care of a duly licensed physician or recognized medical practitioner, the employee may suspend his/her vacation leave and utilize accumulated personal days, if any, for the period of the illness. The employee's vacation shall be rescheduled at a mutually agreeable later date for the number of personal days utilized to cover the period of illness. Written medical verification of the need for such utilization of personal days and vacation rescheduling may be required by the Employer.

Section 16.8 - Required Work in Lieu of Vacation

If an employee is required by the Employer to reschedule his/her vacation, the prohibition of Section 16.3 concerning maximum allowable vacation accumulation shall not apply unless the employee fails to reduce his/her excess vacation accumulation to the level set forth in Section 16.3 by the conclusion of the calendar year next succeeding the one in which the employee was required to reschedule his/her vacation. The Sheriff shall schedule or allow in the calendar year next succeeding the one in which the employee was required to reschedule his/her vacation sufficient time so that the employee will, by the conclusion of that calendar year, have reduced his excess vacation accumulation to the level set forth in Section 16.3.

Section 16.9 - Computation of Vacation Accrual

The phrase "hours actually worked" in Section 16.0 shall include an employee's absence from work on non-worked but paid holidays; jury duty leave; paid personal days; paid vacation period; funeral leave and reserve training leave.

All other leaves of absence, regardless of whether the employee is receiving any statutory or contractual compensation while on such leave, and all periods of layoff shall not count as "hours actually worked" for purposes of computing an employee's entitlement to vacation pay or leave.

PERSONAL TIME

Section 17.0 - Personal Time

All full time employees covered by this Agreement shall be credited with fifty-six (56) hours of personal time with pay once they have completed five hundred and twenty (520) straight time hours of employment and on their current benefit date each calendar year thereafter. Beginning January 1, 2007, all full time employees covered by this Agreement shall be credited with sixty-four (64) hours of paid personal time after completion of five hundred and twenty (520) straight-time hours of employment on the occurrence of their current benefit date during each calendar year thereafter.

The intended use of such days is for such legitimate purposes as doctor or dentist visits, attending funerals not covered by the funeral leave provisions and other necessary personal time. All requests for personal time must be made to the employee's immediate supervisor twenty-four (24) hours in advance of the time requested unless an emergency exists which prevents the employee from giving the required advance notification. All such emergency requests shall be communicated to the on-duty Jail Supervisor, so that this information can be properly recorded in the sick book. The amount of personal time to be taken at any one (1) time shall be determined by the Sheriff or his/her designee in his/her sole discretion. A request for personal time may be denied if the absence of the employee would unreasonably interfere with the services required to be performed by the Department. If not utilized, personal time will accumulate indefinitely but will have no monetary value upon separation from employment with the Employer for whatever reason.

The Employer reserves the right to require that employees absent from work furnish satisfactory evidence that the absence was occasioned by reasonable cause in those cases where the Employer has reason to believe that employees are abusing time off from work.

Nothing in this Section shall be construed to absolve an employee of his responsibility to comply with Departmental procedures concerning prior notification of absence from work.

It is recognized that personal time shall be used at the employee's discretion, subject to the Employer's approval and contingent upon compliance with the provisions of Section 17.0. Reasonable attempts will be made to provide consistent application of provisions relating to personal time.

INSURANCE

Section 18.1 - Employees Hired prior to October 1, 2000

Effective August 1, 2006, the Employer agrees to pay the monthly premiums for Blue Cross/Blue Shield Community Blue 15/75 hospital/medical coverage as the standard plan for each full-time employee hired prior to October 1, 2000, including spouse and dependents under age 19. The Employer will also pay the monthly premiums for no more than two dependents ages 19-25. Such dependents must meet the eligibility criteria of the carrier. Monthly premiums for more than two, dependents age 19-25, must be paid by the employee.

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

Section 18.2 - Employees hired on or after October 1, 2000 but before March 1, 2006.

The Employer agrees to continue to pay the monthly premiums for the current HealthPlus of Michigan hospital/medical coverage as the standard plan for each full-time employee hired on or after October 1, 2000, but before March 1, 2006, including spouse and dependents. Dependents ages 19-25 are included provided they meet the eligibility criteria of the carrier. Coverage is effective on the first day of the month immediately following the employee's completion of five hundred and twenty (520) straight-time hours of employment.

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

Section 18.3 - Employees Hired on or After March 1, 2006.

The Employer agrees to pay the monthly premiums for the new HealthPlus of Michigan hospital/medical coverage with a deductible of $250/person and $500/family as the standard plan for each full-time employee hired on or after March 1, 2006, including spouse and dependents. Dependents ages 19-25 are included, provided they meet the eligibility criteria of the carrier. Coverage is effective on the first day of the month immediately following the employee's completion of five hundred and twenty (520) straight-time hours of employment.

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

Section 18.4 – Hospital/Medical Coverage – More than one Family Member Employed by County

When spouses employed by Genesee County and/or a Court Employer are eligible for hospital/medical benefits, only one (1) hospital/medical coverage plan can be selected for each employee and any eligible dependent. One spouse may choose to opt out of hospital/coverage as provided in Section 18.7 below.

Section 18.5 - Prescription Drugs

Effective August 1, 2006, prescription drug coverage shall include an employee co-pay of five dollars ($5) for generic drugs, fifteen dollars ($15) for preferred formulary drugs and twenty-five dollars ($25) for brand name drugs, per prescription.

Effective upon ratification of the contract by the Genesee County Board of Commissioners (July 11, 2006), there is no reimbursement to the employee if no generic or preferred formulary equivalent drug is manufactured.

Section 18.6 - Dual Coverage

Employees hired on or after July 1, 1980 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, 1980 be allowed to maintain dual hospital/medical coverage through Genesee County and through the alternate source. Otherwise eligible employees who elect to maintain such alternative hospital/medical coverage through another source but who lose the alternate coverage due to death, divorce, loss of job, change in dependent status or another qualifying event as defined by the County's insurance carrier, such employee must apply within thirty (30) calendar days of the loss of coverage in order to be eligible for coverage under the existing Genesee County hospital/medical program. If such application is not made within the thirty (30) calendar day period, the employee must wait until the next open enrollment period to apply for County paid coverage.

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

Present employees who were hired prior to July 1, 1980 will be allowed to retain dual coverage on a voluntary basis.

Section 18.7 - Health Insurance Reimbursement

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

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

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

The June 2006 payment is $750.00.

This lump sum amount shall be considered as taxable wages.

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

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

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

New hires may "Opt-Out" effective when the employee would otherwise be eligible for hospital/medical and prescription drug coverage. Such employee will receive a pro-rated amount for each full month without otherwise eligible coverage during that six (6) month period.

Section 18.8 - VEBA Trust

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

Effective the first full pay period following ratification of the contract by the Genesee County Board of Commissioners (July 11, 2006), and continuing thereafter, the County will reduce the pre-tax compensation of each employee by one-percent (1%) which the County will contribute to the VEBA as an Employer contribution. At no time shall any employee have any right to receive the amount of the salary reduction in cash or in any form other than retiree health insurance coverage under the provisions of the VEBA.

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

Section 18.9- 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.

Current dental benefits include, Class I - diagnostic and preventive - 100%; Class II - restorative - 75%; Class III – prosthodontic - 50%; and Class IV - orthodontics - 50%. Class I, Class II, and Class III have a $1,000.00 combined maximum benefit per eligible person per benefit year. Class IV has a $1,200.00 maximum life time benefit per eligible person.

Section 18.10 - 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.

Effective August 1, 2006, benefits are available every twenty-four (24) months for employees, spouses and eligible dependents, ages 19-25. Dependents under age 19 are eligible for benefits every twelve (12) months. There is a $5.00 co-pay per person for examinations and a $7.50 co-pay per person for lenses, frames and/or contact lenses. Maximum payments to participating providers after co-pays:

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

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

Section 18.11 - Disability Insurance Benefits

Benefit Limits

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

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

Short-term disability benefits commence after completion of a seven (7) calendar day waiting period. Effective the beginning of the month after ratification of the contract by the Genesee County Board of Commissioners (July 11, 2006), short-term disability benefits commence after completion of a fourteen (14) calendar day waiting period. Eligible employees receive sixty (60%) percent of the employee's regular weekly wage rate up to a maximum of $580.00 per week, for up to twenty-six (26) weeks. Employees with enough accumulated personal time must use this time to cover the initial fourteen (14) calendar day waiting period. However, upon request, the employee may reserve twenty-eight (28) personal time hours, or their then current amount of accumulated personal time, whichever is less. If the employee has no personal time available, the employee may use accumulated vacation hours.

Long-term disability benefits commence after twenty-six (26) weeks, or upon proper certification of a permanent disability, whichever comes first. Eligible employees receive a monthly allowance of sixty percent (60%) of the employee's regular monthly wage rate up to a maximum of $2400.00 per month.

Application For Benefits

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

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

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

Seniority During Disability Leave

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

Return From Disability Leave

An employee returning to work from an authorized disability leave of absence within one (1) year from the date such leave commenced, will resume work in the same classification and department held immediately prior to the leave, seniority permitting. If an employee returns to work from a disability leave of absence which is authorized to last longer than one (1) year, after having been on such leave for a period of time greater than one (1) year, the employee will be initially placed in the same classification the employee held prior to the leave, seniority permitting, and thereafter, if necessary, the provisions of 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 in the latter case the time period shall be calculated separately for purposes of this Section. This Section shall not apply to military leaves of absences.

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

Administration

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

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

Section 18.12 - Term Life Insurance

During the term of this Agreement, the Employer agrees to provide and maintain at its cost, a term life insurance policy in the face amount of forty-five thousand dollars ($45,000) for each employee. In addition, the Employer will provide an accidental death and dismemberment policy with an accidental death benefit of $45,000 for each employee. These policies will be effective for each insurable full time employee effective the first day of the month following the employee's completion of five hundred twenty (520) straight time hours of employment with the Genesee County Sheriff's Department.

Section 18.13 - Liability Coverage

The Employer will continue to provide bargaining unit members with liability coverage substantially equivalent to the 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.

Section 18.14 - Insurance Carriers

Benefits provided in Sections 18.0 through 18.14 are subject to the terms and conditions of the carrier. Employees are bound by the terms and conditions of the carrier.

The Employer reserves the right to select or change any or all of the insurance carriers or become self insured providing the level of benefits stated in Sections 18.0 through 18.14, remains substantially the same.

Section 18.15 - Continuation of Benefits

(a) Full time employees covered by this Agreement who have at least five (5) years of continuous service with the Genesee County Sheriff's Department and who are receiving benefits under the Employer's disability program shall have their hospital/medical insurance continued by the Employer up to a maximum of twelve (12) months, beginning the first (1st) day such employee goes on authorized disability leave status and ending at the conclusion of the twelfth (12) month. Full time employees covered by this Agreement who have at least one (1) full year of continuous service with the Genesee County Sheriff's Department but not more than five (5) years of continuous service shall have their hospital/medical insurance continued by the Employer up to a maximum of six (6) months, beginning

the first (1st) day such employee goes on authorized disability leave status and ending at the conclusion of the sixth (6) month, provided the employee continues to receive disability benefits thereafter.

(b) The Employer agrees to provide one (1) month's hospital/medical insurance coverage for each full year of continuous service with the Genesee County Sheriff's Department, up to a maximum of six (6) months coverage, for full time employees on layoff status, beginning with the first (1st) day of layoff and ending at the conclusion of the eligible months. Continuation of coverage under this subsection is contingent upon the laid off employee maintaining eligibility for unemployment benefits.

(c) Employees on authorized disability coverage status or on layoff status who could not qualify for a full twelve (12) months of paid hospital/medical insurance coverage under, respectively, subsections (a) or (b) above may exercise an option to continue their benefits up to a maximum of twelve (12) months. However, the combined total of Employer and employee paid benefits shall not exceed twelve (12) months. The employee payment of insurance premiums referred to in this subsection must be submitted to the County Human Resources Department in the form of a check or money order by the fifteen (15th) day of each month or coverage will cease.

(d) Full-time employees will also be permitted the option of continuing their present hospital/medical insurance coverage at their own expense while on Union Business Leave, Personal Leave or an unpaid disability leave for a period of twelve (12) months commencing with the first (1st) day of the following month such employees go on such leaves, provided, however, that the employees affected are eligible for such leave status under this Agreement.

(e) Subsections (a) through (d) of this section concerning the continuation of hospital/medical insurance coverage shall be applicable to term life insurance, optical insurance and dental insurance coverage as well.

(f) There shall be no liability whatsoever on the part of the Employer for any insurance premium payment, contribution or coverage for an employee or employees who are on layoff or leave of absence status other than the provisions set forth in this section.

RETIREMENT

Section 19.1 - Defined Benefit Plan

Retirement benefits for the Genesee County Employees' Retirement System defined benefit plan (GCERS Plan) are governed by the detailed provisions of the Genesee County Retirement Ordinance and amendments thereto, together with the Retirement Commission's administrative rules and regulations. Copies of the Ordinance may be obtained from the County Retirement Office.

Employees shall have the option of transferring assets at the time of retirement, pursuant to Section 59 of the Retirement Ordinance.

Multiplier- The retirement allowance factor for employees who retire on or after July 1, 1996 shall be 2.5 for all years of credited service. The maximum portion of the retirement allowance financed by the Employer shall not exceed seventy-five percent (75%) of the employee's final average compensation.

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

After twenty (20) years or more of credited service with no age restriction. After twenty-three (23) years or more of credited service with no age restriction for employees hired by the County on or after January 1, 1999.

At sixty (60) years of age with a minimum of eight (8) years of credited service. At sixty (60) years of age with a minimum of fifteen (15) years of credited service for employees hired by the County on or after January 1, 1999.

Deferred retirement after fifteen (15) years of credited service with retirement benefit payments commencing when twenty (20) years of service would normally have been completed (twenty - three (23) years for employees hired by the County on or after January 1, 1999). 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 (20) years of service would normally have been completed.

Employee contribution rate- Employee contributions are one-half of one percent (.5%) of gross earnings deducted biweekly from paychecks. Employee contributions shall be five percent (5%) for employees hired by the County on or after January 1, 1999.

For the life of this Agreement, an employee who has completed the purchase of time pursuant to the Generic Time Agreement shall not be required to retire upon attaining twenty-three (23) years of credited service provided written notice of the employee's desire to remain working is delivered to the Retirement Office, at least thirty (30) calendar days prior to the completion of twenty-three (23) years. In that event, the employee's contribution rate shall increase to five percent (5%) of gross earnings deducted biweekly effective upon completion of twenty-three (23) years. This provision shall extend to employees who would complete the twenty-three (23) years during calendar year 2000. Such employees currently contributing five (5%) of the gross earnings shall have that contribution level reduced to three (3%) effective October 1, 2001.

Employees hired by the County on or after March 1, 2006, are not eligible to participate in the GCERS Defined Benefit Plan.

Final average compensation- The employee's best two (2) years of credited service prior to separation of employment shall be computed as final average compensation for retiring employees. Disability leave benefits, Worker's Compensation payments (weekly payments only) and layoff benefits shall be included when figuring final average compensation and credited service, contingent upon the employee's contribution of one-half percent (.5%) or five percent (5%), or three (3%) of the benefits as the case may be, received within twelve (12) months of return from such leave or layoff.

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

Employees shall be allowed the option to exchange accumulated vacation hours, on an after tax basis, to buy other governmental service and/or military service for credited service purposes for retirement. Vacation time used for this purpose shall not be restored, under any circumstances.

Additionally, the employee must meet all other qualifications and conditions under the provisions of Section 12a of Act No. 156 of the Public Acts of 1851, as amended by Act No. 219 of the Public Acts of 2003 [MCL 46.12a].

The fifteen (15) year "gap rule" as found in subsection (9)(a) and (b) shall not apply regarding receipt of credit for other governmental service; and the limitations as set out in Section 13 of this same law regarding receipt of credited service for military service performed subsequent to June 1, 1980, and the five (5) year maximum purchase limitation with respect to such service, shall not apply.

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

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

Cost of living- Bargaining unit employees who retire on or after October 1, 2000, shall receive cost of living adjustments annually, beginning on the first day of the month following the second year of retirement, in place of the three (3%) for five (5) years cost of living adjustments. Such cost of living adjustments shall be 1.75 percent (1.75%) per year, compounded, for the first nine (9) years of retirement or until the retiree attains the age of sixty-five (65), whichever is longest. In the event a retiree dies and the spouse continues to receive the pension payments, such annual cost of living adjustments shall continue for the first nine (9) years from the date of retirement or until the deceased retiree would have attained age sixty-five (65), whichever is longest.

Bargaining unit members who retire on or after October 1, 2000, shall not be eligible to receive post retirement adjustments ("13th Check") as described in the GCERS Retirement Ordinance Section 52.

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

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

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

Life insurance- Employees who retire on or after January 1, 1996 with at least eight (8) years of credited service, shall receive $10,000 straight life insurance policy upon commencement of pension benefit payments. Employees hired by the County on or after January 1, 1999, must have at least fifteen (15) years of credited service to receive retiree life insurance upon commencement of pension benefit payments. Employees who retire on or after October 1, 2000, shall receive $12,000 straight life insurance, if otherwise eligible.

Miscellaneous Provisions

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

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

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

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

e) The beneficiary of an employee who decreases for non-duty reasons will be entitled to medical, dental and optical coverage if the employee has fifteen 15 years of credited service as determined by the Genesee County Retirement system. This coverage will continue through the beneficiary's lifetime.

f) An employee who has at least ten (10) years of credited service and who is found eligible by the Genesee County Retirement Commission to retire with a non-duty disability retirement, will be entitled to medical, dental and optical coverage as outlined in Sections a, b, c or d above, except for a Section 25 (c) option or a Section 59 lump sum transfer.

g) An employee who is found eligible by the Genesee County Retirement Commission to retire with a duty disability retirement, will be entitled to medical, dental and optical coverage as outlined in Sections a, b, c or d above, except for a Section 25 (c) option or a Section 59 lump sum transfer.

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

i) A retiree who selects the Section 59 lump sum transfer option, will be entitled to medical, dental and optical coverage. The retiree's spouse and eligible dependents that are receiving medical, dental and optical coverage under this provision shall continue to receive such coverage upon death of the retiree as long as the dependents remain otherwise eligible.

Section 19.2 - Defined Contribution Plan

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

All employees hired by the County on or after March 1, 2006, must participate in the Defined Contribution Plan.

Contributions – After completion of five hundred twenty (520) hours of straight-time employment, the Employer will contribute an amount equal to ten percent (10%) of the employee's gross earnings each pay period into the employee's Defined Contribution Plan retirement account. After completion of five hundred twenty (520) hours of straight-time employment, the employee shall have a mandatory deferral of three percent (3%) of gross earnings or may elect to defer seven percent (7%) of gross earnings each pay period into the employee's personal retirement account. The election of the deferral amount is irrevocable.

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 in their own employee contributions and investment earnings. Employees who were hired by to County prior to January 1, 1999 are 100% vested. Employees hired by the County on or after January 1, 1999, shall be vested in Employer contributions and investment earnings according to the following schedule.

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

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

Medical Benefits – (For employees hired by the County prior to January 1, 1999)

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

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

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:

(1) After 20 years of credited service, regardless of age.

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

(3) When twenty (20) years of credited service would have been completed for employees who were hired prior to January 1, 1988 and who separate employment after eight (8) years of credited service.

(4) When twenty (20) years of credited service would have been completed for employees who were hired on or after January 1, 1988 and who leave after fifteen (15) years of credited service.

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

Life insurance - (For Employees hired by the County prior to January 1, 1999)

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 (20) years of credited service would have been completed, whichever is sooner. Employees who retire on or after October 1, 2000, shall receive $12,000 straight life insurance, if otherwise eligible.

Miscellaneous Provisions - (For Employees hired by the County prior to January 1, 1999)

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

(b) An employee who has at least ten (10) years of credited service and who is found eligible to retire with a non-duty disability retirement, will be entitled to medical, dental and optical coverage as outlined in the paragraph above entitled "Medical Benefits". Determination of non-duty disability shall be handled in the same manner as Defined Benefit non-duty disability retirements.

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

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

Medical benefits – (For employees hired by the County on or after January 1, 1999)

i) The Employer shall provide retirees, spouses and dependents with at least twenty-three (23) years of credited service, (twenty-five (25) years of credited service for employees hired on or after March 1, 2006) with medical, dental and optical coverage, including any premium co-payments, equivalent to the coverage and premium co-payments which were in effect for the retiree at the time of separation of employment. If such coverage is not available for retirees, the Employer and Union will meet to negotiate an alternative.

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

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

ii) Employees who retire with at least fifteen (15) years of service but less than twenty-three (23) years, (twenty-five (25) years of credited service for employees hired on or after March 1, 2006) may elect to be provided medical benefits as stated in the above paragraph provided the retiree is at least age sixty (60) and provided the retiree pays an additional twenty-five percent (25%) of the necessary premiums to the Employer no later than the 20th of each month prior to the month the premium is due. The retiree shall hold the Employer harmless if the retiree fails to timely pay such premiums resulting in the cancellation of coverage.

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

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

Life insurance – (For Employees hired by the County on or after January 1, 1999)

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

Miscellaneous Provisions – (For employees hired by the County on or after January 1, 1999

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

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

c) An employee who has at least fifteen (15) years of credited service who dies, not in the line of duty, shall be considered to have retired on the day before the death. The beneficiary of the employee will be entitled to continue medical coverage as provided in Subsection (ii) above as long as the beneficiary remains eligible, pursuant to the terms and conditions of the carrier.

COMPENSATION

Section 20.0 - Salary Rates and Classifications

The salary rates will be placed into effect as listed in Appendix A.

Each new employee covered by this Agreement shall be hired at the start step of the salary range. On an employee's "anniversary date" (normally the employee's seniority date unless he/she has been on leave of absence or layoff) each year, the employee will be advanced to the next step of the salary range.

Section 20.1 - Shift Premium

For purposes of this Section, the term "second shift" shall mean any shift with a scheduled starting time of on or after 2:00 p.m. and before 10:00 p.m. and the term "third shift" shall mean any shift with a scheduled starting time of on or after 10:00 p.m. and before 6:00 a.m.

Employees shall receive a shift premium of six percent (6%) per hour for hours actually worked between 2:00 p.m. and 10:00 p.m. and a shift premium of eight percent (8%) per hour for hours actually worked between 10:00 p.m. and 6:00 a.m.; except that employees whose regular shift falls between the hours of 6:00 a.m. and 5:00 p.m. shall not receive any shift premium for hours worked during their regular shift. If a regular shift with a starting time later than 11:00 a.m. is created, the parties will negotiate the shift premium issue.

Section 20.2 – Longevity

(a) Longevity compensation will be granted to bargaining unit employees, upon completion of seven (7) years or more of total, continuous service with the County of Genesee with additional increments thereafter up to and including the nineteenth (19th) year of total continuous service.

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

*Continuous service: Authorized leaves of absence or layoffs will not constitute a break in total continuous service. However, 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.

(c) For employees hired by the County prior to March 1, 2006, longevity compensation will be paid to employees who have served the equivalent of seven (7), ten (10), thirteen (13), sixteen (16), and nineteen (19) years of service. Longevity increments shall be calculated as follows:

(1) Two percent (2%) of the annual rate upon completion of seven (7) years of total, continuous service;

(2) Four percent (4%) of the annual rate upon completion of ten (10) years of total, continuous service;

(3) Six percent (6%) of the annual rate upon completion of thirteen (13) years of total continuous service;

(4) Eight percent (8%) of the annual rate upon completion of sixteen (16) years of total, continuous service;

(5) Ten percent (10%) of the annual rate upon completion of nineteen (19) years of total, continuous service.

(d) For employees hired by the County on or after March 1, 2006, longevity compensation will be paid to employees who have served the equivalent of seven (7), ten (10), thirteen (13), sixteen (16), and nineteen (19) years of service. Longevity increments shall be calculated as follows:

(1) One percent (1%) of the annual rate upon completion of seven (7) years of total, continuous service;

(2) Two percent (2%) of the annual rate upon completion of ten (10) years of total, continuous service;

(3) Three percent (3%) of the annual rate upon completion of thirteen (13) years of total continuous service;

(4) Four percent (4%) of the annual rate upon completion of sixteen (16) years of total, continuous service;

(5) Five percent (5%) of the annual rate upon completion of nineteen (19) years of total, continuous service.

Section 20.3 - Paramedic Assignment

Employees who are state-licensed Paramedics and classified as Sergeant (Paramedic assignment) shall receive an allowance of $600 the last pay in July and the last pay in January, pro-rated on a monthly basis for each full month in the Paramedic assignment with Paramedic state licenser. The July payment will cover the months of January through June and the January payment will cover the months of July through December. Any overpayment will be deducted from the first possible subsequent paycheck.

Section 20.4 - Paramedic Not Assigned

Employees who are state licensed as a Paramedic shall receive an allowance of $300 the last pay in July and the last pay in January for each full month the license is valid. The July payment will cover the months of January through June and the January payment will cover the months of July through December. Any overpayment will be deducted from the first possible subsequent paycheck. Employees who are receiving this allowance are required to respond during medical emergencies, consistent with their level of training.

Section 20.5 - Emergency Medical Technician (EMT)

Employees who are state licensed as an EMT shall receive an allowance of $250 the last pay in July and the last pay in January for each full month the license is valid. The July payment will cover the months of January through June and the January payment will cover the months of July through December. Any overpayment will be deducted from the first possible subsequent paycheck. Employees who are receiving this allowance are required to respond during medical emergencies, consistent with their level of training.

Section 20.6 - Medical First Responder (MFR)

Employees who are state licensed as an MFR shall receive an allowance of $150 the last pay in July and the last pay in January for each full month the license is valid. The July payment will cover the months of January through June and the January payment will cover the months of July through December. Any overpayment will be deducted from the first possible subsequent paycheck. Employees who are receiving this allowance are required to respond during medical emergencies, consistent with their level of training.

The payments described in Sections 20.3 through 20.6 above, shall not be compounded. For example, an employee with both EMT and MFR licenses will only be paid for the highest license.

NEW CLASSIFICATIONS

Section 21.0 - New Classifications

Whenever the Employer establishes a new classification within the collective bargaining unit, the Union shall be notified of the rate of pay assigned to the classification. The Union shall have fifteen (15) calendar days from receipt of such notification to object to the assigned rate. Thereafter, the parties shall meet within thirty (30) calendar days to negotiate any changes, which might be required.

If the parties are unable to reach agreement, the rate of pay shall be subject to the Arbitration Procedure set forth in this Agreement if the Union gives written notification of its intent to arbitrate to the County Human Resources Director within fifteen (15) calendar days following the meeting of the parties on the subject.

UNIFORMS, SAFETY, AND EQUIPMENT

Section 22.0 - Operational Procedures

The Employer, the Union and all employees covered by this Agreement recognize that the Employer's primary duty and responsibility is to provide law enforcement assistance to the citizens of Genesee County. Bearing this in mind, the Employer will always consider the personal safety of the employees in establishing operational procedures.

Section 22.1 - Safety Protests

When an employee is required by a supervisor to work under a condition which the employee regards as a violation of a safety rule, the employee shall have the right to protest; if ordered by the supervisor to perform the work involved the employee shall have the right to perform the work under protest and refer the matter to the Safety Committee for consideration and recommendation. However, no employee shall be required to take out any vehicle which has already been written up as being not in safe operating condition or not equipped with the safety appliances prescribed by law before such vehicle is checked and released by a Maintenance Supervisor in writing.

Section 22.2 - On-Duty Injuries

If an employee is injured while on the job and required to leave the job by a medical authority, he/she shall be paid for the whole day.

Section 22.3 - Accidents and Equipment Defects

Any employee involved in any accident on duty shall immediately report said accident and any physical injury sustained. An employee shall make out an accident report in writing on forms furnished by the Employer and shall turn in all available names and addresses of witnesses to any accident. It is also the duty of the employee to immediately, or at the end of his/her shift, report all defects of equipment which reasonably should have been known to the employee. Failure to comply with this provision shall subject such employee to disciplinary action by the Employer.

Section 22.4 - Safety Committee

A Safety Committee will be composed of not more than two (2) Union and two (2) Employer representatives who will meet when necessary for the purpose of discussing safety and promulgating safety regulations, with the understanding that the Employer has the ultimate responsibility and shall make the final determination on all matters of safety and safety rules.

Section 22.5 - Uniforms and Equipment

The County shall furnish and maintain such uniforms and equipment as the Sheriff and the County shall determine is necessary, subject to reasonable rules for preservation, use and care of such uniforms and equipment as may be established by the Sheriff from time to time.

An annual list of the type and number of equipment and uniforms furnished to employees in the bargaining unit shall be furnished to the Union by the Employer.

Section 22.6 - Clothing/Cleaning Allowance

Sergeants required to wear civilian clothing will be given a clothing/cleaning allowance of four hundred dollars ($400.00) per quarter. This allowance will be payable in the first (1st) pay check on or after January, April, July and October of each year and will apply to the preceding calendar quarter.

Section 22.7 - Bullet-proof vests

A joint Union/Management Committee shall review available bullet-proof vests and shall select one (1) National Institute of Justice (NIJ) approved vests for use by employees to be provided by one exclusive vendor. Each employee in the classification of Sergeant who obtains a new bullet-proof vest from the established vendor shall first submit his/her request, in writing, to the department for review. Once eligibility is confirmed, the employee may order his/her vest from the designated vendor. The vendor, in turn, will submit the invoice directly to the department for payment.

The department shall pay the vendor one hundred percent (100%) of the cost of the approved vest. Each employee may receive no more than one (1) department paid vest every four (4) years.

Sergeants required by the Sheriff to wear a bullet-proof vest for the major portion of any calendar year shall be credited with eight (8) hours vacation time per year, effective the first paycheck in December of that year.

MISCELLANEOUS

Section 23.0 - Address Changes

An employee shall notify the County Human Resources Department in writing of any change in name or address promptly and in any event within five (5) calendar days after such change has been made. In addition, an employee shall notify the Radio at the Sheriff's Department in writing of any change in name or address or telephone number promptly and in any event within five (5) calendar days after such change has been made.

Section 23.1 - Amendment of Agreement

Upon mutual agreement, the Employer and the Union may amend, supplement, rescind or otherwise alter this Agreement during its term. Any such change, however, shall not be effective unless it is reduced to writing and signed by duly authorized representatives of both the Employer and the Union.

Section 23.2 - Ammunition

The Employer agrees to continue its prior practices regarding supplying ammunition and pistol qualification, which includes providing fresh factory duty ammunition in the even–numbered years beginning with the summer of 2004.

Section 23.3 - Assignment of County Automobiles

The Employer reserves the right to continue, modify or cease altogether the assignment of County automobiles to employees within the bargaining unit. Further, the Employer reserves the sole and exclusive right in determining which bargaining unit employees, if any, will be assigned the use of County automobiles, the purpose for which they are assigned, and the terms and conditions of any such assignment.

The Employer's rights pursuant to this Section shall not be subject to the Grievance or Arbitration Procedure established under this Agreement.

Section 23.4 - Bonds

Whenever a bond is required of an employee included in the collective bargaining unit for the performance of his/her duties, the bond premium shall be paid by the Employer.

Section 23.5 - Union Bulletin Boards

The Employer will provide Union bulletin boards in suitable locations 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; and
(e) Notices pertinent to the administration of the Union.

All such notices are to be signed by the Chapter Chairperson, Chief Steward or his/her designated representative. One (1) board shall be placed in each location specified below if there is sufficient room:

(a) Main hallway on the first (1st) floor of Department headquarters.
(b) Sergeants break room in the jail.
(c) Paramedic hallway by Sergeants office.
(d) District Court holding area.
(e) Circuit court holding area between secure doors.

The Employer reserves the right to police the bulletin boards for offensive material. There shall be no posting of advertisements or matters of a political nature on such bulletin boards.

Section 23.6 - Captions

The captions used in each Section of this Agreement are for identification purposes only and are not a substantive part of the Agreement.

Section 23.7 - Mileage

Employees authorized to operate their own automobiles in the line of duty and on business of the Employer will be reimbursed at the IRS approved rate per mile.

Section 23.8 - Outside Employment

Prior application in writing must be made to the Sheriff before any employee may engage in outside employment.

Such application for authorization shall include:

(a) A general job description of what the employee will be doing;

(b) In the case of employment as a security agent, for a security company, or for another police or sheriff department, an insurance policy must be provided to cover all costs incurred in the defense of, settlement of, or award granted in any lawsuit involving an employee's activities in his or her outside employment;

(c) The number of days contemplated being worked and the hours.

Employees shall not wear the Department uniform unless they are working for or under the direction of the Employer.

No employee shall work at other employment, which may conflict with the employee's work hours, or which will be a conflict of interest or impair his/her performance as a law enforcement officer or as a member of the Department.

Also, any outside employment must not be in competition with Sheriff Department Paramedic operations. Should the outside Employer's base of operations for ambulance/paramedic related operations be outside of Genesee County, outside employment is permissible as otherwise provided under this section.

Violation of the provisions of this Section shall constitute just cause for discipline, up to and including discharge.

Section 23.9 - Personnel Files

Employees covered by this Agreement shall be allowed to examine their personnel file at reasonable times and intervals provided an Employer representative is present and that arrangements for such examination have been made in advance.

Section 23.10 - Part-Time Employees

The parties to this Agreement recognize and acknowledge that currently there are no part-time employees included within the bargaining unit. Accordingly, no provision has been made in this Agreement concerning the terms and conditions of employment for such employees. If, in the future, the Employer hires part-time employees who would be included in the bargaining unit, the parties shall meet at a mutually agreed date and time to negotiate the terms and conditions of such part-time employment under this Agreement.

Section 23.11 - Savings Clause

If any Section of this Agreement or any addendum thereto should be held invalid or to conflict with applicable Federal or State law by any court of competent

jurisdiction, the remainder of the Agreement and its addendums shall not be affected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such Section.

Section 23.12 - Unemployment Compensation Coverage

Effective January 1, 1978, Genesee County mandatorily came under the Michigan Employment Security Act in accordance with Act No. 277 of the Public Acts of 1977, as amended.

Section 23.13 - 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.

Employees shall 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 23.14 - Educational Reimbursement

Full time seniority employees will be reimbursed for tuition and fees for approved coursework, including MCOLES Police Academy and EMT refresher courses needed to retain EMT certification, in accordance with the following provisions:

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

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

(c) Coursework must be taken through an accredited college or educational institution, and must be job related. It is the understanding of the parties that the term "job related" will also encompass coursework taken by the employee in order to provide that employee with the necessary academic training to qualify for regular promotional opportunities within the established County-wide promotional system.

(d) Seminars and workshops are excluded.

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

(f) Reimbursement per employee is limited to $1,500.00 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 Local 916-05 employees is limited to $10,000 for the calendar year. If applications for reimbursement exceed this maximum limit, reimbursement shall be on a first come first served basis, in accordance with the date on which the application was received by the Human Resources Department.

(g) Educational Reimbursement is available to cover EMT/Paramedic training, police academy and continuing education credits necessary to maintain certification. Employees must verify, from the Employer, approved education/training programs prior to enrolling. This does not apply to training the Employer requires an employee to attend.

Eligibility

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

Refund Payment

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

Section 23.15 - Paramedic Education

Paramedic continuing education training will be scheduled by the Employer for required employees at no loss of pay while attending training.

Section 23.16 - Nepotism

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

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

No employee shall be assigned to or continue to be assigned to a shift where the Sergeant, Lieutenant, or other immediate supervisor is a relative of the employee. If such a situation arises, the individual with less continuous time on the shift in his/her current classification shall be moved to a different shift.

Section 23.17 - Use of Personal Computers

Employees may be required to utilize personal computers and/or word processing equipment. This equipment may be utilized as a tool in performing job duties and does not represent an eroding of bargaining unit work. The right of installation of said equipment rests with the Employer.

Section 23.18 - Firearms Qualifications

All certified Police Officers in the Sheriff's Department who are issued a departmental weapon are required to qualify yearly on the Sheriff's designated qualification program. Those failing to qualify on the first attempt shall be provided an opportunity for retraining and a second chance to qualify. Those failing to qualify on the second attempt shall not be allowed to retain a weapon issued by the Department and shall not be allowed a work assignment in the Paramedic, Traffic, Courts, or Detective Division until they subsequently qualify.

Section 23.19 - Damage to Eye Glasses

The Employer will replace or repair standard eye glasses through the Employer's supplier when it can be substantiated by the employee beyond reasonable doubt that damage occurred on the job and did not result from negligence on the employee's part.

Section 23.20 – Lieutenant Covering for Sergeant

In the event of a temporary absence or vacation of a Sergeant in the Court's system, a Lieutenant may cover for the absent Sergeant. This agreement is without prejudice to the Union claims of representing duties normally done by Sergeants or rights under other circumstances with respect to Lieutenants doing Sergeants work in the Court System.

Section 23.21 – Gun Allowance

The parties agree that certified police officers of Local 916-05 and any other bargaining unit members designated by the Sheriff, will be reimbursed one time only up to a maximum of $350.00 for the purchase of a hand gun effective after January 1, 1996.

The gun must be approved by the Sheriff prior to purchase and employees must receive proper training regarding the use of the weapon.

SCOPE OF AGREEMENT

Section 24.0 - Past Practices

It is the intent of the parties hereby that the provisions of this Agreement shall govern their entire relationship, be the sole source of any and all claims which may be asserted in Arbitration hereunder, or otherwise, and that its terms will supersede all prior agreements, oral or written, express or implied, between them.

Section 24.1 - Waiver Clause

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

DURATION

Section 25.0 - Termination

This Agreement shall be effective upon ratification by the Genesee County Board of Commissioners and shall remain in full force and effect until the 31st day of December, 2010, 11:59 p.m. No provisions shall take effect prior to the above referenced ratification, unless specifically stated within this Agreement, provided, however, that once the provisions have gone into effect they shall supersede and replace all prior agreements, oral or written, express or implied, governing the terms and conditions of employment in the Genesee County Sheriff's Department.

This Agreement shall be automatically renewed from year to year thereafter, unless either party shall notify the other in writing at least sixty (60) calendar days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin not later than thirty (30) calendar days prior to the anniversary date, in which case this Agreement shall continue in full force and effect until terminated as provided hereinafter:

In the event that either party desires to terminate this Agreement, written notice must be given to the other party not less than fifteen (15) calendar days prior to the desired termination date, such notification date shall not be before the anniversary 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:

7/19/06

7-19-06

FOR THE EMPLOYER/Date:

7-19-06

7/20/06

APPENDIX

Section 1 - Benefit Accrual Rate

Rate at which a particular benefit is accumulated; determined by the employee's continuous service with Genesee County. This rate increases in an incremental fashion as years of continuous service grow.

Section 2 - Benefit Accumulation

Actual amounts of the fringe benefit item received at the prescribed benefit accrual rate, in accordance with hours worked.

Section 3 - Employee Benefit and Seniority Dates

(a) Continuous Service Date: Hire date adjusted for leaves of absence and/or layoffs in excess of thirty (30) calendar days and any unpaid full day suspension; utilized for computing longevity payments.

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

(c) Hire-In Date: Date of most recent employment with Genesee County.

(d) Vacation Benefit Date: Hire date adjusted for leaves of absence and/or layoffs over thirty (30) calendar days and any unpaid full day suspension; utilized for determining vacation accrual rate.

(e) Personal Time Benefit Date: Hire date adjusted for leaves of absence and/or layoffs over thirty (30) calendar days and any unpaid full day suspension; 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 and any unpaid full day suspension; 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.

LETTER OF AGREEMENT

Retiree Subpeona Pay

Between
Local 916-05
Genesee County Sheriff Department
And
Genesee County Board of Commissioners

The parties mutually agree that retired bargaining unit employees who are compelled by subpoena to appear in court to give testimony in a criminal proceeding or civil infraction due to their former County employment shall be paid a fee based on their last straight time regular rate of pay prior to retirement. All such payments shall be in lieu of any other witness fees.

Retired bargaining unit employees shall receive a minimum fee equivalent to four (4) hours pay at their last straight time regular rate of pay prior to retirement, exclusive of all premiums. If the duration of subpoenaed criminal or civil court time exceeds four (4) hours, the retired bargaining unit employee shall be paid a fee equivalent to eight (8) hours pay at the employee's last straight time regular rate of pay prior to retirement, exclusive of all premiums. Should the duration of subpoenaed criminal or civil court time exceed eight (8) hours, the retired bargaining unit employee shall be paid a fee equivalent to the employee's last straight time regular rate of pay, exclusive of all premiums, for all time actually spent in court prior to being excused from any further attendance.

No retirement withholding will be made from this payment nor will this payment result in any recalculation of any retirement benefit.

FOR THE UNION/Date:	FOR THE EMPLOYER/Date:
Sgt Gerald Park 7/19/06	Neil J. Purbell 7-19-06
Sgt Tom Peyles	[illegible] 7/20/06
Barry [illegible]	

LETTER OF AGREEMENT

Family and Medical Leave Act

Whereas, the United States Congress has enacted the Family and Medical Leave Act of 1993 (FMLA), and

Whereas, the Employer and Union are desirous of incorporating the provisions of said Act into the existing collective bargaining agreement,

THE PARTIES AGREE AS FOLLOWS:

1. The FMLA is hereby incorporated into the collective bargaining agreement by reference. In the event benefits provided by FMLA conflict with benefits provided by the collective bargaining agreement, the provisions which provide the greatest benefit to the employee shall be honored.

2. In order to be eligible to request FMLA leave, an employee must have worked for the County for at least twelve (12) months since the employee's last date of hire and must have worked at least 1250 straight time hours in the twelve (12) months immediately preceding the request for FMLA leave.

3. FMLA leave is without pay unless otherwise provided by a collective bargaining agreement or Personnel Policies.

4. Full time employees are entitled to maximum FMLA leave of twelve (12) weeks (480 hours) in any twelve (12) month period commencing with the first date of any FMLA leave.

5. Part time employees are entitled to FMLA leave on a pro rata basis using the average hours worked per week during the twelve (12) weeks immediately preceding the commencement of the leave. For example, a part time employee who worked an average of twenty (20) hours per week would be entitled to a maximum of six (6) weeks (240 hours) of FMLA leave in any twelve (12) month period commencing with the first date of an FMLA leave.

6. An employee must request FMLA leave at least thirty (30) calendar days in advance in the event of a foreseeable leave. Request forms will be provided by the Employer. In unexpected or unforeseeable situations, the employee must follow the regular notice requirements contained in the collective bargaining agreement or in department rules.

7. FMLA leave will be granted to an employee for the following reasons:

   a) To care for the employee's child upon birth or upon placement of a child by adoption or foster care. Leave for this reason expires no later than twelve (12) months after the child's birth or placement with the employee.

   b) To care for the spouse, child or parent of the employee when the spouse, child or parent has a serious health condition.

   c) In the event the employee has a serious health condition rendering the employee unable to perform the functions of his/her position.

8. Requests for intermittent leave (in hourly or daily increments) shall be granted when medically necessary due to the employee's own serious health condition or when the employee is needed to care for his/her spouse, child or parent who has a serious health condition.

   The Employer reserves the right to temporarily transfer an employee on intermittent leave to a position with equivalent pay and benefits so as not to disrupt the efficiency of the department.

9. Requests for intermittent leave due to birth or placement of an employee's child by adoption or foster care shall be granted at the sole discretion of the Department Head.

10. Employees granted FMLA leave may be required to exhaust accumulated personal time prior to going without pay. However, upon request, the employee may reserve twenty-eight (28) personal time hours, or their then current amount of accumulated personal time, whichever is less. Accumulated personal time and/or vacation time may be used at the request of the employee.

11. Employees receiving Employer paid hospital/medical, dental and vision insurance at the time FMLA leave commences shall continue to receive such insurance for the duration of the FMLA leave or longer, if the collective bargaining agreement so provides. The Employer has no obligation to provide any such insurance during FMLA leave in the event the employee would not otherwise be eligible to receive such insurance.

12. Any employee required to pay a portion of health insurance premiums at the time FMLA leave commences must continue to make the required payment during the term of the leave. Failure to make the required payment shall be cause for termination of the health insurance coverage.

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

14. Failure to return to work upon expiration of FMLA leave shall result in the employee being required to reimburse the Employer for health insurance premiums paid by the Employer to continue such coverage during the leave. This reimbursement shall not apply under the following conditions:

    a) The employee's reason for not returning to work is due to continuation of the serious health condition which necessitated the FMLA leave or the onset of a new serious health condition of the employee.

    b) Circumstances beyond the control of the employee properly substantiated to the Employer within thirty (30) calendar days of the expiration of the leave.

    c) Converting the FMLA leave to another approved leave as provided in the County Personnel Policies or collective bargaining agreement.

15. Employees returning to work from an FMLA leave within twelve (12) weeks 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 FMLA leave which is authorized to last longer than twelve (12) weeks after having been on such leave for a period of time greater than twelve (12) weeks, 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 Section 10.0 Layoff Procedure will be applied.

Family and Medical Leave Act
AFSCME 916-05

16. The Employer reserves the right to require employees to submit proper certification to justify granting and continuing FMLA leaves and to have the employee examined by a physician designated by the Employer. In the event there is a dispute between the employee's physician and the Employer's physician, the two physicians shall select a third physician whose decision shall be final and binding upon the employee and Employer. The cost of the third physician shall be borne by the Employer.

17. Time spent by an employee on short term or long-term disability and Workers' compensation leave where such leave is for a reason covered by FMLA shall be counted as FMLA leave, including the applicable waiting period.

18. Spouses both employed by the County are entitled to a maximum of twelve (12) weeks in the aggregate for the same FMLA reason. For example, each employee would be entitled to FMLA leave due to the birth of a child but for a maximum of twelve (12) weeks (i.e. eight (8) weeks for the mother and four (4) weeks for the father).

19. An employee on FMLA leave may not work for another Employer during the period of the leave. Termination of County employment will result for violations of this paragraph.

20. Definitions of terms used herein shall be as contained in the Act.

FOR THE EMPLOYER/date:

Sgt Gerald Pal 7/19/06

Sgt Tom Peyles

Barry Thurston

FOR THE UNION/date:

7-19-06

7/20/06

LETTER OF AGREEMENT

Weingarten and Garrity

A) The Employers agree not to violate employees' **Weingarten** right to Union representation as required by law.

B) The Employers and Union agree that where an employee is called in for questioning with respect to a matter(s) which could be the basis for possible criminal prosecution as well as possible department discipline, the following shall apply:

1) If the employee is subjected to an investigatory interview for the dual purpose of both possible discipline and possible criminal prosecution, the employee's **Weingarten** right to Union representation will be honored, in addition to his/her rights under **Garrity** and his/her rights under the criminal law as applicable (e.g., Miranda, 5th Amendment, 6th Amendment, etc.).

2) If the employee is subjected to an investigatory interview strictly for the purpose of possible discipline, the following shall apply:

a) The employee will be informed at the outset of the interview that it is strictly for the sole purpose of possible discipline.

b) The employee will be afforded his/her **Weingarten** right to Union representation as required by law.

c) The employee's **Garrity** rights as provided by law shall be fully complied with.

d) All of the information relating to and obtained through the disciplinary investigatory interview will be maintained separately from any criminal investigative proceedings, and shall not be accessible to, divulged to, or otherwise shared with any persons who may be involved in investigating the employee for purposes of possible criminal prosecution (i.e., a "Chinese Wall" is to be maintained between disciplinary investigative proceedings and any criminal investigative proceedings). Notwithstanding the foregoing, it is recognized that the Sheriff may be privy to both the results of the criminal investigation and the results of the disciplinary investigation. In that event, the Sheriff in making any decision with respect to discipline shall base the Sheriff's decision only on the disciplinary investigation, not the criminal investigation.

3) If the employee is subjected to an investigatory interview strictly for the purpose of possible criminal proceedings, then the following shall apply:

a) The employee will be informed at the outset of the interview that it is strictly for the purpose of possible criminal prosecution.

b) The employee will not be entitled to any Union representation under **Weingarten.**

c) The employee will be afforded his/her full rights under the criminal law as applicable (e.g., Miranda, 5th Amendment, 6th Amendment, etc.).

d) No information obtained through the criminal investigatory interview may be used in any disciplinary proceeding or used for purposes of discipline of the employee.

e) All of the information relating to and obtained through the criminal investigatory interview will be maintained separately from any disciplinary investigative proceedings, and shall not be accessible to, divulged to, or otherwise shared with any persons who may be involved in investigating the employee for purposes of possible discipline (i.e., a "Chinese Wall" is to be maintained between criminal investigative proceedings and any disciplinary investigative proceedings). Notwithstanding the foregoing, it is recognized that the Sheriff may be privy to both the results of the criminal investigation and the results of the disciplinary investigation. In that event, the Sheriff in making any decision with respect to discipline shall base ~~his~~ the Sheriff's decision only on the disciplinary investigation, not the criminal investigation.

C) The above is intended by the parties to facilitate compliance with the employees' **Weingarten** right to Union representation; it is not intended to constitute a full or complete statement of all the rights (under **Weingarten** or otherwise) to which an employee may be entitled under the law. It is understood that employees fully retain their rights as provided by law, and this agreement is not intended to waive any of those rights provided by law.

FOR THE UNION/Date:

7/19/06

Sgt Tom Pyle 7-19-06

FOR THE EMPLOYER/Date:

7-19-06

7/20/06

Personal Time
Additional Hours

LETTER OF AGREEMENT

Personal Time; Additional Hours

Seniority employees will have twelve (12) personal time hours added to their personal time accumulation within thirty (30) calendar days after the effective date of this contract (July 11, 2006). Probationary employees working at the time the agreement is ratified as stated above, will receive twelve (12) personal time hours added to their personal time accumulation upon completion of the new hire probationary period.

FOR THE UNION/DATE:

7/19/06

7-19-06

FOR THE EMPLOYER/DATE:

7-19-06

7/20/06

APPENDIX A

WAGES AND CLASSIFICATIONS

AFSCME LOCAL 916
CHAPTER 05, SHERIFF DEPARTMENT SERGEANTS

October 1, 2004 (2%)

SERGEANT

	Start	After 1st Year	After 2nd Year	After 3rd Year	After 4th Year	After 5th Year
Approx. Annual	41,515	48,292	50,666	52,419	54,645	56,284
Hourly	19.9590	23.2174	24.3586	25.2014	26.2714	27.0596

The first full pay period following ratification by the Genesee County Board of Commissioners
July 15, 2006 (3.00%)

SERGEANT

	Start	After 1st Year	After 2nd Year	After 3rd Year	After 4th Year	After 5th Year
Approx. Annual	42,760	49,741	52,186	53,991	56,284	57,973
Hourly	20.5578	23.9139	25.0894	25.9574	27.0595	27.8714

The first full pay period following:
October 1, 2006 (1.50%)

SERGEANT

	Start	After 1st Year	After 2nd Year	After 3rd Year	After 4th Year	After 5th Year
Approx. Annual	43,402	50,487	52,969	54,801	57,128	58,842
Hourly	20.8662	24.2726	25.4657	26.3468	27.4654	28.2895

AFSCME LOCAL 916
CHAPTER 05, SHERIFF DEPARTMENT SERGEANTS

The first full pay period following:
April 1, 2007 (1.50%)

SERGEANT

	Start	After 1st Year	After 2nd Year	After 3rd Year	After 4th Year	After 5th Year
Approx. Annual	44,053	51,244	53,763	55,623	57,985	59,725
Hourly	21.1792	24.6367	25.8477	26.7420	27.8774	28.7138

The first full pay period following:
October 1, 2007 (1.50%)

SERGEANT

	Start	After 1st Year	After 2nd Year	After 3rd Year	After 4th Year	After 5th Year
Approx. Annual	44,714	52,013	54,570	56,458	58,855	60,621
Hourly	21.4969	25.0063	26.2354	27.1431	28.2956	29.1445

The first full pay period following:
April 1, 2008 (1.50%)

SERGEANT

	Start	After 1st Year	After 2nd Year	After 3rd Year	After 4th Year	After 5th Year
Approx. Annual	45,384	52,793	55,388	57,304	59,738	61,530
Hourly	21.8194	25.3814	26.6289	27.5502	28.7200	29.5817

AFSCME LOCAL 916
CHAPTER 05, SHERIFF DEPARTMENT SERGEANTS

The first full pay period following:
October 1, 2008 (1.50%)

SERGEANT

	Start	After 1st Year	After 2nd Year	After 3rd Year	After 4th Year	After 5th Year
Approx. Annual	46,065	53,585	56,219	58,164	60,634	62,453
Hourly	22.1467	25.7621	27.0283	27.9635	29.1508	30.0254

The first full pay period following:
April 1, 2009 (2.00%)

SERGEANT

	Start	After 1st Year	After 2nd Year	After 3rd Year	After 4th Year	After 5th Year
Approx. Annual	46,986	54,657	57,343	59,327	61,846	63,702
Hourly	22.5896	26.2773	27.5689	28.5228	29.7338	30.6259

The first full pay period following:
October 1, 2009 (1.50%)

SERGEANT

	Start	After 1st Year	After 2nd Year	After 3rd Year	After 4th Year	After 5th Year
Approx. Annual	47,691	55,477	58,203	60,217	62,774	64,657
Hourly	22.9284	26.6715	27.9824	28.9506	30.1798	31.0853

The first full pay period following:
April 1, 2010 (2.00%)

SERGEANT

	Start	After 1st Year	After 2nd Year	After 3rd Year	After 4th Year	After 5th Year
Approx. Annual	48,645	56,586	59,367	61,422	64,029	65,951
Hourly	23.3870	27.2049	28.5420	29.5296	30.7834	31.7070