5134

12/31/2003

AGREEMENT

Between

GENESEE COUNTY BOARD OF COMMISSIONERS

and the

GENESEE COUNTY SHERIFF

and

LOCAL 2259

AFFILIATED WITH COUNCIL 25
and
CHARTERED BY THE AMERICAN FEDERATION OF STATE, COUNTY, and MUNICIPAL EMPLOYEES (AFL-CIO)

Effective: January 1, 1999 - December 31, 2003

Genesee County

Michigan State University
LABOR AND INDUSTRIAL
RELATIONS LIBRARY

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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 2259, 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 all employees employed by the Genesee County Sheriff's Department in the following described unit:

> All regularly scheduled personnel employed by the Genesee County Sheriff's Department classified as Police Deputies, Corrections Deputies, and Cooks BUT EXCLUDING the Sheriff, Undersheriff, Corrections Administrator, Command Officers, confidential, temporary and seasonal employees, 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 - Stewards

(a) The Employer hereby agrees to recognize three (3) Stewards and three (3) Alternate Stewards, each of whom shall have one (1) year's seniority, to act as grievance representatives under this Agreement. One (1) of the Stewards shall be the Chief Steward, who will be assigned to the first (1st) shift, as will the President, unless otherwise mutually agreed upon by the parties. No shift will be permitted to have more than one (1) Steward to represent employees on that shift. Alternate Stewards may exercise the functions of a Steward under this Agreement only if the Steward on their shift is absent. In the absence of the Chief Steward, the day shift Alternate Steward shall be the Union's representative. It shall be the function of such individuals to act in a representative capacity for the purpose of processing and investigating grievances for employees covered by this Agreement.

(b) The Union agrees that Stewards and their Alternates will continue to perform their regularly assigned duties and that their responsibilities as a Steward will not be used to avoid those duties. Stewards and their Alternates 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 or his Alternate to temporarily leave his assignment to process a grievance, he shall first make a request to his immediate supervisor. In the event it is necessary for a Steward to remain on his job after a request to handle a grievance is made, the Steward shall be relieved to perform his representative duties as quickly thereafter as possible; both parties to this Agreement recognize a rule of reason must apply in this regard.

(c) The Chief Steward, all Stewards, and their Alternates 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.

(d) The Employer agrees to compensate the Chief Steward and the Stewards and their Alternates 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 Chief Steward, Steward or his Alternate abuses the privileges extended herein, and if the abuse is not corrected, he will be subject to disciplinary action by the Employer.

(e) The Employer agrees to provide paid release time to the Union for use by the President or his/her designee to conduct necessary Union business in accordance with the schedule listed below. Unused hours cannot be carried over from week to week. Hours used must be authorized by the Sheriff or designee.

50 bargaining unit members = eight (8) hours per week
95 bargaining unit members = sixteen (16) hours per week
140 bargaining unit members = 24 hours per week
185 bargaining unit members = 32 hours per week
230 bargaining unit members = 40 hours per week.

Section 2.1 - Collective Bargaining Committee

The Employer agrees to recognize not more than four (4) 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 three (3) 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, Chief Steward, and Alternate Stewards who are employed within the collective bargaining unit 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

Legal counsel for the Union, International and/or Council Executive Officers or their representatives, shall be permitted to visit the operation of the Employer during working hours to talk with the Stewards of the Local Union, 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 - Membership

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

Section 3.1 - Dues Deductions

Employees who are members of the Union shall after thirty (30) 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 2259. The Employer agrees to deduct Union dues uniformly required once each month from the 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 2259 and the aggregate deductions of all employees shall be remitted together with an itemized statement to the Treasurer of Local 2259.

Section 3.2 - Service Fee Deductions

On and after the thirty-first (31st) 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 Local 2259.

Section 3.3 - Payment by Employee

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) 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 3.4 - Hold Harmless

With regard to the above Union Security and Union Dues Check off clauses, the Union hereby agrees to hold the Employer harmless from any and all liability that may arise in consequence of the application of such clauses. Any requests by employees for actual or alleged overpayments shall be made directly to the Union through its Secretary/Treasurer, within sixty (60) days 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 ability and the qualifications and competency of employees; to establish training requirements for purposes of maintaining or improving the professional skills of employees and for advancement. The Employer shall also have the right to suspend, discipline or discharge employees for just cause; to establish and follow an orderly procedure to transfer, layoff and recall personnel; to establish reasonable work rules and to fix and determine penalties for violations of such rules; to establish and change work schedules and hours; to provide and assign relief personnel; and to continue and maintain its operations as in the past, provided, however, that these rights shall not be exercised in violation of any specific provision of this Agreement and, as such, they shall be subject to the Grievance and Arbitration Procedure established herein.

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.

Step 1

An employee who believes that he has a grievance shall discuss the matter with the Sergeant or the employee's 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 Steward may be present.

Step 2

If the grievance is not settled at Step 1, it shall be reduced to writing and submitted by the employee's Steward to the Sergeant or the employee's immediate supervisor within five (5) calendar days following the Sergeant's answer at Step 1. 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 and 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 Sergeant or the employee's 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 by the procedures set forth in Step 2, the Steward may appeal the grievance to the Lieutenant by delivering a copy of the grievance, together with the Sergeant's or the employee's immediate supervisor's written answer, to the Lieutenant within seven (7) calendar days following the receipt of the Step 2 written answer. The Lieutenant and the Chief Steward shall meet at a mutually agreeable time and date to discuss the grievance. Within three (3) calendar days following the meeting, the Lieutenant shall place his written disposition on the grievance and return it to the Chief Steward.

Step 4

If the grievance is not satisfactorily settled at Step 3 the Chief Steward may appeal the Lieutenant's decision to the Sheriff, by delivering a copy of the grievance and the Lieutenant's written answer within five (5) calendar days after receipt of the Lieutenant's disposition. The Sheriff and the Chief Steward will meet at a mutually agreeable time and date to discuss the grievance. Within five (5) calendar days following the meeting, the Sheriff shall place his/her written disposition on the grievance and return it to the Chief Steward.

Step 5

If the grievance is not satisfactorily settled at Step 4 the Chief Steward may appeal the Sheriff's decision by delivery to the County Personnel Director within ten (10) calendar days after receipt of the Sheriff's disposition, a written request for a meeting concerning the grievance. Within five (5) calendar days after the grievance has been appealed, a meeting shall be held between representatives of the Employer and the Union. The Employers' representatives shall be the Sheriff and the County Personnel Director or their respective designated representatives. The Union's representative shall be the Chief Steward and the Local Union President. Either party may have non-union representatives present, if desired. If the meeting cannot be held within the five (5) calendar day period, it shall be scheduled for a date mutually convenient to the parties. The Employer shall place its written answer to the grievance and return it to the Chief Steward within ten (10) calendar days following the meeting.

Section 5.2 - Grievance Resolution

All grievances which are satisfactorily resolved at the first (1st), second (2nd), third (3rd) or fourth (4th) Step of the Grievance Procedure, if the grievance has economic implications, must be approved in writing by the County Personnel Director before they are binding on the Employer. The time limits set forth in Step 1, Step 2, Step 3 and Step 4 of the Grievance Procedure shall be stayed during the period in which such grievance resolutions are referred to the County Personnel Director. If the resolution of a grievance is disallowed by the County Personnel Director, the Union shall have five (5) calendar days following receipt by the Chief Steward of notice of the Personnel 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 the time procedure 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 precedence for any future grievance.

Section 5.6 - Lost Time

The Employer agrees to pay for all reasonable time lost by an employee during his 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.

ARBITRATION

Section 6.0 - Arbitration Request

The Union may request Arbitration of any unresolved grievance by giving written notice to the Personnel Director of its intent to arbitrate within fifteen (15) calendar days following receipt of the Employer's disposition in Step 5 of the Grievance Procedure or upon the Employer's failure to schedule a Step 5 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, the parties to this Agreement shall select by mutual agreement one (1) arbitrator who shall decide the matter. If the parties are unable to agree upon an arbitrator, the arbitrator shall be selected by each party alternately striking a name from a panel of seven (7) arbitrators submitted by the Federal Mediation and Conciliation Service; said panel shall be restricted to arbitrators from the State of Michigan who possess previous arbitration experience in law enforcement. The remaining name shall serve as the arbitrator, whose fees and expenses, including the initial filing fee for arbitration, shall be shared equally by the Union and the Employer. 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 the Local Union President shall not lose pay for time spent during regular working hours in attendance at a Local 2259 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 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 the Agreement, nor shall he 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, said issue must be raised no later than Step 4 of the Grievance Procedure, and 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 employee who on or after September 13, 1994:

(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.

1. The employee's return to work is due to an arbitrator's "make whole" remedy in a discharge arbitration case.

2. The employee's withdrawal of retirement contributions did not occur until more than ninety (90) days after the discharge.

3. The employee's previously credited service was rendered for an employer participant of the GCERS.

4. 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. 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. Each party shall be represented at Special Conferences by not more than three (3) persons. 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. Employee 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.

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 (A.K.A. bargaining unit) shall be defined as the length of an employee's continuous service in the bargaining unit 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 current classification commencing with his last date of hire in that classification. An employee's "last date of hire" shall be the most recent date upon which he first commenced work. Employees who commence work on the same date shall be placed on the seniority list in alphabetical order of surnames, except that employees who are promoted on the same date from the same promotional roster shall be placed on the classification seniority list in the order they were on the promotional roster. The application of seniority shall be limited to the preferences and benefits specifically recited in the Agreement.

Section 9.1 - Probationary Period

All new full time employees covered by this Agreement who are classified as Police Deputies or Corrections Deputies 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. New full time employees covered by this Agreement who occupy a classification other than Police Deputy or Corrections Deputy shall be considered probationary employees for a period of one thousand and forty (1040) hours of straight time employment, after which their seniority shall relate back to their last date of hire. Absences from work shall extend an employee's probationary period accordingly. Until an employee has completed the probationary period he 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 employment relationship with the Employer shall terminate for any of the following reasons:

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

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

(c) If he 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 last known address that because of the unreported absence he 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 inability to give such notification;

(d) If he fails to return to work within three (3) consecutive working days of the expiration date following an approved leave of absence, vacation or disciplinary suspension without properly notifying the Employer. In proper cases, exceptions shall be made upon the employee presenting convincing proof of his inability to return on the required date;

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

(f) If he fails to report for work within one (1) week following notification of recall by certified mail, return receipt requested, sent to his 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 Personnel Department. Such request shall be made within three (3) working days notification 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 makes an intentionally false and material statement on his employment application or on application for leave of absence; except that after twenty-four (24) months of employment he will not suffer a loss of seniority unless he has a felony arrest conviction or misdemeanor arrest conviction that he failed to enter on the employment application.

(h) He is convicted of a felony or misdemeanor punishable by over ninety-three (93) days imprisonment but excluding OUIL, Impaired or Reckless Driving, except for a second conviction within any four (4) year period.

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

(j) If he has been on Workers' Compensation leave for a period of three (3) years or for a period equal to the length of his seniority at the time such Workers' Compensation leave commenced, whichever is less.

Section 9.3 - Transfer to Non-Bargaining Unit Position

Beginning with the effective date of this Agreement, if an employee covered by this Agreement is permanently transferred or promoted to a non-bargaining unit position within the Sheriff's Department and he remains in said non-bargaining unit position for a consecutive period of ninety (90) days or longer, he shall retain his classification and departmental seniority as of the date of the transfer or promotion but he shall no longer accumulate additional classification and departmental seniority within the bargaining unit set forth in this Agreement while he is in the non-bargaining unit position. Employees returning to the bargaining unit subsequent to the expiration of the above ninety (90) day period; shall have their seniority reinstated upon the date of their return and shall thereafter begin to accumulate seniority again. Employees returning to the bargaining unit from any classification other than Sergeant, Lieutenant, Captain, Major or Undersheriff subsequent to the expiration of the ninety (90) day period shall have their seniority reinstated upon the date of their return only if they return to the bargaining unit within two (2) years of the date of the transfer or promotion.

The retention of seniority as provided in this section shall not permit an employee to return to the bargaining unit as a matter of right provided in Section 10.0. During the first ninety (90) days of a transfer or promotion provided by this section an employee shall be entitled to return to the position held at the time of transfer or promotion, and shall have accumulated seniority during such period.

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 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 probationary period set forth in Section 9.1.

(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 former classification. After successful completion of the trial period, the employee's seniority in the transferred classification shall relate back to the date he first commenced work in the classification. At any time within the trial period, the Employer may return the employee to his 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 own volition, request in writing to be relieved of his new classification and be returned to his former classification, with his seniority in the original classification continued. The employee will then be returned to his 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 is transferred as he 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 is transferred which will give him a pay increase;

(3) If an employee is permanently transferred to a lower-rated classification or if an employee is returned to his 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 held immediately prior to the demotion or, if it is greater, the progression step resulting from adding his experience in the lower-rated classification, if any, to his 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 classification to another within the bargaining unit under the provisions of either number (1) or number (3) of subsection (a) of this 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 permanent transfer shall cease to have seniority in his former classification once he has successfully completed the trial period in his 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 this 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 12.14 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 position on the seniority list, the Local Union President and three (3) Stewards (one (1) Chief Steward, and the 2nd Shift and 3rd Shift Stewards) 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 seniority date and benefit eligibility dates for the first (1st) thirty (30) calendar days of his absence.

LAYOFF AND RECALL

Section 10.0 - Layoff Procedure

The Employer may layoff employees whenever it deems such action to be necessary, including, by way of illustration only and not by way of limitation, a reduction in the work force due to a shortage of work or funds, the 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, probationary, employees serving a trial period within the affected classification who will be returned to their former classification. 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 rights among or between employees or classifications except as expressly set forth in procedures established by this subsection.

(1) A non-probationary employee laid off from the Police Deputy classification may displace an employee with less Departmental seniority in the Corrections Deputy classification.

(2) A non-probationary employee laid off from the Sergeant classification may displace an employee with less Police Deputy classification seniority in the Police Deputy classification. For this purpose only Police Deputy classification seniority shall include all seniority accumulated in the Detective classification. If the employee is, by exercise of classification seniority, unable to displace anyone in the Police Deputy classification, he or she may utilize departmental seniority to displace an employee with less departmental seniority in the Corrections Deputy classification.

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

(4) 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 Personnel Department within two (2) working days of initial notification of pending layoff from their current classification.

(5) Once an employee has exercised the displacement rights to the Corrections Deputy classification as provided for in this subsection, his or her classification seniority in the Corrections Deputy classification shall be deemed to be the same as his departmental seniority date.

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 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 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 Memorandum

The Union acknowledges that counseling memorandums may be utilized by the Employer. Counseling memorandums shall not be construed as disciplinary action.

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 the 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, after a copy is received by the Chief Steward or his 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 action for a counseling memorandum and a written reprimand which occurred more than twelve (12) months previously, except that the record, for which a suspension was sustained, may be taken into account for twenty-four (24) months.

Section 11.4 - Suspensions Pending Investigation

The Sheriff or his designated representative may suspend an employee pending investigation for up to five (5) business days (Monday - Friday, excluding Holidays). If the investigation discloses that the employee did not commit the alleged offenses, he 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 will give a written statement to the employee suspended pending investigation and to the Chief Steward or his Alternate setting forth in general terms the reasons for the suspension pending investigation.

Under special limited circumstances warranting an investigation, an employee under investigation may be placed on inactive status but remain on the payroll, as determined by the Sheriff or his designated representative.

Section 11.5 - Notice of Disciplinary Action

Within three (3) business days (Monday - Friday, excluding Holidays) 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 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 ten (10) calendar days following the suspension or discharge, be processed initially at Step 4 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 Police Deputy and Corrections Deputy 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. This procedure shall not apply to temporary vacancies anticipated to last ninety (90) calendar days or less or to vacancies due to an employee being on a sick leave of absence, including a Worker's Compensation leave.

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:

(a) The classification of Police Deputy or Corrections Deputy to Sergeant;

(b) The classification of Corrections Deputy to Police Deputy.

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, the following requirements must be met:

(a) Promotion to Sergeant - Must be classified as a Police Deputy or Corrections Deputy and have at least three (3) years of experience as a Police Deputy or Corrections Deputy in the Genesee County Sheriff's Department.

(b) Promotion to Police Deputy - Must be classified as a Corrections Deputy and have at least one (1) year of experience as a Corrections Deputy in the Genesee County Sheriff's Department.

(c) Promotion to Police Deputy (Paramedic assignment) - Must be classified as an EMT or actively enrolled and subsequently pass the course and have at least one (1) year of experience as a Corrections Deputy in the Genesee County Sheriff's Department. An employee classified as a Police Deputy who is a Certified EMT can apply to transfer to the Paramedic assignment provided he has at least one (1) year of experience as a Police Deputy and/or Corrections Deputy in the Genesee County Sheriff's Department. In the event fewer than ten (10) applicants meet the preceding eligibility requirements for promotion to Police Deputy (Paramedic assignment), the Sheriff and the Union may meet to lower the requirements for promotion to Police Deputy (Paramedic assignment).

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

Section 12.3 - Program Weight

Scores 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. Material reference guide to be provided.

(b) Performance Evaluation - 20 points. Written criteria to be provided. Experience, education and training will be given consideration.

(c) Oral Board - 20 points. Education and training will be given consideration.

(d) Seniority - One (1) point per year beginning after 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.

(e) To qualify for the Oral Board an applicant must achieve a minimum of forty (40) points on the written examination.

To qualify for placement on a promotional list, 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 list if they have achieved the requisite minimum score of seventy (70) points.

Section 12.4 - Roster

Employees who achieve the minimum score of seventy (70) points shall be listed on the promotional roster in rank order beginning with the highest score.

When filling a vacancy, the Sheriff may choose any person from among the top three (3) ranked applicants on the roster. The roster will remain in effect until expired or exhausted. When less than three (3) names remain on the roster, the Sheriff may deem the roster exhausted and a new roster shall be created. The employee(s) from the exhausted roster shall be ranked at the top of the newly created roster.

The Employer will endeavor to provide up to 160 hours of training for employees promoted to Road Patrol Police Deputy. This training will normally entail assignment to work with an experienced Road Patrol Police Deputy.

The top three (3) employees in the Police Deputy and Police Deputy (Paramedic assignment) promotion rosters will be provided with the training necessary for police certification if they have not already had such training.

Section 12.5 - Written Examination

The content of any written 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 examinations will be designed and drafted by the Personnel Department or another professional agency. The Employer shall determine the professional agency best qualified for this testing composition.

Section 12.6 - Performance Evaluations

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

Section 12.7 - Oral Board

The Oral 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 Personnel Director or the Assistant Personnel Director 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. Said 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 disciplinary record for the preceding twenty-four (24) months, together with any awards the employee may have earned during the preceding twenty-four (24) months.

Section 12.8 - Posting of Examination Notices

(A) Examination notices for all competitive promotional classifications shall be posted on the bulletin board throughout the Department for thirty (30) calendar days prior to 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 Personnel Director, with a carbon copy to the Sheriff, no later than fifteen (15) calendar days prior to the respective examination date. 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 examination. 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.

(B) Posting Periods

	Post Classification	Roster Issued
Police Deputy	July 1, 2000	October 1, 2000
	July 1, 2002	October 1, 2002
Sergeant	June 1, 1999	September 1, 1999
	June 1, 2002	September 1, 2002

Employees eligible to compete must have attained the required minimum qualifications by the posting date. The roster will remain in effect unless exhausted.

Section 12.9 - Examination Procedure

Any employee has the right to examine the results of his 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 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 he is promoted which will give him a pay increase. A promotion shall not change the employee's anniversary date for purposes of advancement on the pay scale.

Section 12.11 - Trial Periods

Employees promoted to and Sergeant shall be placed on trial status for a period of six (6) months immediately following promotion. At any time during the trial period, if the Employer determines that the employee is not satisfactorily performing the duties in the new classification, the Employer shall have the right to return the employee to his former classification and return all secondary transfers or promotions to their former classifications. During the first ninety (90) calendar days following promotion to Sergeant an employee may, on his own volition, request in writing to be relieved of his new classification and be returned to his former classification, with his seniority in his original classification continued.

Employees promoted to Police Deputy or Police Deputy (Paramedic assignment) 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 Employer determines that the employee is not satisfactorily performing the duties in the new classification, the Employer shall have the right to return the employee to his former classification and return all secondary transfers or promotions shall be returned to their former classifications. During the first ninety (90) calendar days following promotion an employee may, on his own volition, request in writing to be relieved of his new classification and be returned to his former classification, with his seniority in his original classification continued.

In addition to the above provisions for employees promoted to Police Deputy, employees promoted or transferred to Police Deputy (Paramedic assignment) shall have twenty-four (24) months immediately following promotion to fulfill all Paramedic requirements. Failure to do so shall result in the promoted employee's return to his former classification without classification seniority in the Police Deputy classification unless he was initially transferred from the Police Deputy classification; it shall result in the transferred employee's assignment to a non-Paramedic assignment in the Police Deputy classification.

If an employee returns to his former classification at his own request, his name shall be removed from all promotion rosters for the classification to which he had been promoted 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 or exhaustion shall become the final date for eligibility as required in Section 12.2(d). In no instance will a promotional roster remain in effect for longer than a two (2) year period. A posting of examination notice shall be accomplished in accordance with the provisions of Section 12.8 no later than 30 days after a promotional roster expires or is exhausted.

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 name shall be removed from the promotional roster involved.

Section 12.14 - COLES Qualification

It is incumbent upon the employee to successfully pass the COLES written and physical agility test and submit written documentation to the Personnel Department, prior to the end of the posting period, in order to be considered eligible for the promotional testing. The Employer will reimburse the employee for the cost of one COLES written and physical agility test upon presenting proof of certification.

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) days indicating the normal workday of every member of the Department. Said schedule shall be posted at least thirty (30) days prior to its effective date. It is expressly understood that an employee's work schedule and his shift may be changed whenever operating conditions warrant such 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 at a time scheduled by the Employer to allow for the continuous and efficient operation of the Department. Employees classified as Police Deputies may take their coffee breaks only when duty permits.

Section 13.4 - Overtime Assignments

Overtime may only be worked when deemed necessary by the Employer. When overtime is required, the Employer will endeavor to assign overtime hours in an equitable fashion. The procedure for assigning overtime hours shall be developed by the Employer and Chief Steward and will be posted in the Sergeants Office upon approval for implementation by the Personnel Department. In the event the Employer and Chief Steward are unable to agree upon the assignment procedure, the Personnel Department shall develop a procedure which shall be effective until the parties develop an agreeable procedure. The Employer shall not be liable for any compensation for hours not worked as a result of assigning available overtime hours.

Section 13.5 - Ordered Overtime

In the event the Sergeant is unable to find an employee to work overtime using the overtime assignment procedure, employees in the classification may be ordered to work overtime. Ordered overtime assignments extending an employee's regular shift hours will not exceed four (4) hours in duration nor will said overtime assignments exceed more than five (5) occasions during any pay period for an affected employee. In addition, affected employees will not be ordered to work the above mentioned extended overtime for more than two (2) consecutive days. The Employer will make a good faith effort to provide advance notification whenever feasible to affected employees concerning ordered overtime assignments and the parties will continue to investigate the possibility of offering overtime assignments in the Jail to employees classified as Police Deputy. Overtime in excess of that provided for in this section may be ordered in the event of a major emergency situation beyond the control of the Employer, for example, staff shortages due to epidemic illness, snow emergency, concerted refusal to work or Act of God. An employee working ordered overtime will not be required to work more than four (4) hours on any pod with more than sixty-six (66) inmates nor more than four (4) hours in the Female Housing Unit.

Section 13.6 - 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;

(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 (24) 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 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 the employee's placement on the applicable salary schedule as listed in Appendix A.

(d) Hours Actually Worked - Paid bereavement leave, vacations, holidays, Workers Compensation, 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.

Section 13.7 - 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 13.8 - Shift Preference Selection

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

1st Shift: Any shift with a scheduled starting time of on or after 7:00 a.m. and before 11:00 a.m.;

2nd Shift: Any shift with a scheduled starting time of on or after 3:00 p.m. and before 7:00 p.m.;

3rd Shift: Any shift with a scheduled starting time of on or after 11:00 p.m. and before 3:00 a.m.

Odd Shift: Any shift with a scheduled starting time outside the times listed above.

(b) Participating Employees - No employee shall be eligible to apply for a shift preference until he has completed two (2) calendar years employment with the Employer and, in addition, has completed three (3) or more months on his 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 departmental 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. For purposes of shift preference only, the following job assignments within the Police Deputy and Corrections Deputy classifications will be treated as if they were independent classifications.

Court	Work Release
Road Patrol	Voicetrak
Paramedic	Evidence Technician
Commissary	DARE
Laundry	Breath-o-lyzer Operator

(d) Non-Permitted Changes - Employees eligible to apply for a shift preference will not be permitted to displace probationary employees working on the requested shift or employees with less seniority on the requested shift who are undergoing specialized training or are on a special assignment which necessitates their continuing work on the shift requested by the senior employee.

(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	April 1
August 15 through September 1	September 15	October 1

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 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 13.6 of this Agreement as a result of its implementation of shift preference requests.

(f) Shift Preference for Reduced Employees - When an employee is reduced from a higher classification within the bargaining unit to a lower classification within the bargaining unit the shift preference request of the reduced employee will be granted by the Employer if there is an employee with less seniority working on the requested shift in the lower classification unless the request would alter the manpower requirements established by the Employer or would otherwise be detrimental to the operation of the Department.

Section 13.9 - Court Time

Bargaining unit employees 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 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 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 13.6(d).

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 - Overnight 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 regular working hours. Lost time shall be compensated at the employee's straight time regular rate of pay, exclusive of all premiums, and shall not 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 uses his own personal automobile.

Section 13.12 - Call-in Pay

An employee called into work at a time other than regularly scheduled for the purpose of signing warrants or other similar purposes will receive a minimum of two (2) hours pay paid at the overtime rate for time spent on the job.

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 immediate supervisor at least ten (10) 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 ten (10) 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 leaves 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 immediate supervisor, a full time employee shall be excused from work, with pay, if he 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 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 the 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.

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 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 shall be paid the difference by the Employer for a period not to exceed two (2) calendar weeks 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. If the employee's total Government compensation equals or exceeds his usual salary, there shall be no payment of salary 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.

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 three (3) calendar years or the term of office, whichever is shorter. However, this leave may be extended by mutual agreement of both parties. At least ten (10) 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) days advance notification. Employees on such leave will accumulate retirement credit, statutory requirements permitting, if said 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) 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 three (3) 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) 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 due to the existence of emergency conditions in the Department or the County.

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. An extension of the leave of absence may be granted at the option of the Sheriff.

Section 14.8 - Personal Days

All full time employees covered by this Agreement shall be credited with seven (7) personal days 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. The intended use of such days if for such legitimate purposes as doctor or dentist visits, attending funerals not covered by the funeral leave provisions and other necessary personal days. All requests for a personal day must be made to the employee's immediate supervisor twenty-four (24) hours in advance of the date requested unless an emergency exists which prevents the employee from giving the required advance notification. All such emergency requests shall be communicated to on-duty supervision unless unavailable, in which case Central Control Communication will be contacted, so that this information can be properly recorded in the sick book. The number of personal days to be taken at any one (1) time shall be determined by the Sheriff or his designee in his sole discretion.

A request for a personal day 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 days 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.

Section 14.9 - Workers' Compensation

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

Seniority shall continue to accumulate while employees are receiving Worker's disability compensation benefits, and time so spent will be counted as continuous service for benefit accrual rate purposes only. 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 on Worker's Disability Compensation leave. Acceptance of employment or working for another employer while on such leave may result in disciplinary action up to and including immediate discharge.

Section 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.

Section 14.11 - Bereavement Leave

(a) 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, upon request, will be excused for any of the first four (4) scheduled working days immediately following the date of death provided they attend the funeral, also providing that any minor holidays which occur during the four (4) day period of bereavement leave shall be counted as one (1) or more of the days of the four (4) day bereavement leave, with the understanding that in no event will the bereavement leave provided be extended as 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, the bereavement leave can be adjusted to encompass any four (4) consecutive scheduled work days in conjunction with the funeral provided that the employee attends the funeral. The immediate family for 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 as completed five hundred and twenty (520) straight time hours of employment*, the employee, upon request, will be excused for the first three (3) normally scheduled working days immediately following the date of death provided they attend the funeral,** also providing that any minor holidays which occur during the three (3) day period of bereavement leave shall be counted as one (1) or more of the days of the three (3) day bereavement leave, with the understanding that in no event will the bereavement leave provided be extended as the result of a minor holiday. The immediate family for the purpose of this section is defined as the employee's brother or sister, grandparent, grandchild, aunt, uncle, current brother-in-law or current sister-in-law, current daughter-in-law or current son-in-law, parent of current spouse, current spouse's step-parent and 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 the Sheriff's Administrative Office, receive the amount of wages he would have earned by working during his straight time hours on such scheduled days of work for which he is excused. Payment shall be made at the employee's rate of pay, not including premiums, as of his last day worked. Employees may be granted additional time off pursuant to this Section for travel or otherwise by use of earned vacation or personal days upon approval of their immediate supervisor.

*When a death occurs in the immediate family of an employee who has not completed five hundred and twenty (520) straight time hours of employment, but who is otherwise eligible in accordance with the provision of this section, the employee, on request, will be granted time off without pay for the same period of time as specified in this section.

**When warranted by attendant circumstances, the employee will be excused for a maximum of three (3) consecutive normally scheduled working days in conjunction with the funeral provided he attends the funeral.

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. Those 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 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 remained at work his 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 sick leave.

Section 14.15 - Family and Medical Leave Act (FMLA)

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. FMLA leave is without pay unless otherwise provided by provisions of this collective bargaining agreement.

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. 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.
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.

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.

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. 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. 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.

Employees granted FMLA leave may be required to exhaust accumulated personal time prior to going without pay. Accumulated vacation time may be used at the request of the employee.

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. 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.

Seniority and continuous service for the purpose of benefit accrual rates shall continue for the first thirty (30) calendar days of FMLA leave. Upon return from FMLA leave lasting longer than thirty (30) 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.
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:

d) 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.

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

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

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.

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.

Time spent by an employee on short term or long term disability or Workers' Compensation shall be counted as FMLA leave, including the applicable waiting period.

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 (e.g., eight (8) weeks for the mother and four (4) weeks for the father).

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.

Definitions of terms used in this Section shall be as contained in the Act.

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 Year's Day	Martin Luther King Day
Lincoln's Birthday	Good Friday
Washington's Birthday	Friday after Thanksgiving Day
Memorial Day	Day before Christmas Day
Independence Day	Day before New Year's Day
Labor Day	Employee's Birthday
Veteran's Day	
Thanksgiving Day	
Christmas Day	

Effective January 1, 2001, Lincoln's Birthday and Washington's Birthday shall be deleted and President's Day shall be created as a major Holiday.

Section 15.1 - Holiday Eligibility

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

(a) In order to qualify for holiday pay, the employee must occupy a job classification covered by this Agreement and have competed five hundred twenty (520) straight time hours with the Employer; and

(b The employee must work his scheduled hours on his last regularly scheduled day before and his first regularly scheduled day after the holiday or be on an authorized leave with pay;

(c) The employee must not be on 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 of shall be granted.

Section 15.2 - Holiday Celebration

If a recognized holiday falls on a Sunday, the following Monday will be considered the recognized holiday for eligible employees. When a recognized holiday falls on a Saturday, the preceding Friday will be recognized as the holiday. The preceding two sentences shall apply only to those eligible employees whose normal work week consists of forty (40) hours of work performed from Monday through Friday; for all other employees, the actual date of the recognized holiday will be observed. In the event an employee's birthday falls on a regularly scheduled day off, or falls on another recognized holiday, the employee will receive another day off at a mutually agreeable date.

Section 15.3 - 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.

(c) 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 (i.e., straight time hours actually worked on Easter will be paid at time and one-half; overtime hours actually worked on Easter will be paid at double time).

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 1/4
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

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

Section 16.1 - Vacation Requests

Employees shall inform their Shift Commander (Lieutenant) in writing during the month of April of each year of their vacation request for the twelve (12) month period beginning June 1 of that year and extending through May 31 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 annual basis.

Following May 1 of each year, the Sheriff or his 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 has earned in periods of at least one (1) workweek. The Sheriff will post the approved depart-mental vacation plan no later than June 1 of each year. Requests for vacation time off in a "bloc" 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 cancelled 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 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 annual basis. Up to two (2) weeks additional vacation may be granted by the Sheriff at his discretion.

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 is entitled to by reason of his 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 as of the effective date of the current contract 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 for all allowable accumulated and unused vacation leave, provided the employee has completed his probationary period.

Section 16.6 - Advance Vacation Checks

If a regular pay day(s) falls during an employee's vacation, he will receive his vacation check(s) in advance, provided he has requested such advance payment three (3) weeks prior to the pay period preceding the start of his 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 vacation and is under the care of a duly licensed physician or recognized medical practitioner, the employee may suspend his 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 vacation, the prohibition of Section 16.3 concerning maximum allowable vacation accumulation shall not apply unless the employee fails to reduce his 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 vacation. The Sheriff shall schedule or allow in the calendar year next succeeding the one in which the employee was required to reschedule his 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 periods; 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.

Section 16.10 - Use of Vacation for Sickness and Accident Waiting Period

Employees may use a maximum of five (5) days accumulated vacation leave during the seven (7) calendar day waiting period prior to commencement of short-term disability payments.

INSURANCE

Section 17.0 - Hospital/Medical for Employees Hired Prior to January 1, 1993

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

Effective June 1, 1999, the following riders will be added to the Blue Cross/Blue Shield coverage: Hospice and Individual Case Management Plan.

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

Section 17.1 - Hospital/Medical for Employees Hired On or After January 1, 1993

The Employer agrees to provide Blue Cross/Blue Shield Preferred Provider Organization (PPO) coverage as the standard plan for each full time employee hired on or after January 1, 1993, and their dependents, effective on the first day of the month immediately following the employee's completion of five hundred and twenty (520) straight time hours of employment. Employees have the option of selecting Traditional Blue Cross/Blue Shield or a Health Maintenance Organization (HMO) alternative through Health Plus of Michigan or Blue Care Network 5II. Employees selecting other than the standard plan shall pay, through payroll deduction, the amount by which the premiums for such coverage exceeds the Blue Cross/Blue Shield PPO premiums.

Effective June 1, 1999, the following riders will be added to the Blue Cross/Blue Shield coverage: Hospice and Individual Case Management Plan.

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

Section 17.2- Prescription Drugs

Prescription drug coverage shall include an employee co-pay of five dollars ($5) per prescription. Effective June 1, 2002, the employee co-pay shall be increased to ten dollars ($10) per prescription. Prescription drug co-pay for retirees shall remain at five dollars ($5) per prescription.

Section 17.3 - Dual Coverage/Loss of Alternate 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) day period, the employee must wait until the next open enrollment period to apply for County paid coverage. Such thirty (30) day requirement may be waived or extended at the sole discretion of the insurance carrier. Upon being enrolled for hospital/medical coverage through Genesee County, the employee will be required to waive in writing any other employer paid coverage.

Section 17.4 - 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.

Effective October 1, 1999, the annual maximum benefit payment for Class I and Class II benefits shall be increased to $1000 per covered person per year. Effective October 1, 1999, the lifetime maximum benefit payment for Class III benefits shall be increased to $1200 per covered person.

The dental benefits provided are subject to the terms and conditions of the carrier.

Section 17.5 - Optical Benefits

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

The optical benefits provided are subject to the terms and conditions of the carrier.

Section 17.6 - Disability Benefits

Disability benefit payments shall be available to eligible employees due to a serious health condition which renders the employee unable to perform work for the Employer.

Benefit eligibility commences on the first day of the month immediately following the completion of 520 hours of straight time employment, at no cost to the employee. Employees with less than five (5) years of service may be eligible for short term disability and/or long term disability benefits for a period of time equivalent to their total length of service. Employees with five (5) years of service or more may be eligible for long term disability to age 65.

An employee suffering from a serious health condition may apply for short term disability benefits by completing and turning in the required paperwork to the Personnel Office within seven (7) calendar days from the first day of disability. A delay in turning in the required paperwork shall cause a corresponding delay in the commencement of approved benefit payments.

This seven (7) day period shall be waived upon the employee providing convincing proof that delay was beyond the employee's control. It is the responsibility of the employee to secure the required statements from the health care provider. It is the responsibility of the employee to comply with the call-in policies of the department. It is the responsibility of the disability insurance carrier to determine if the claim of the employee qualifies for payment of benefits.

If the payment of benefits is approved, the payment shall be effective on the eighth (8th) calendar day following the initial date of the illness or disability as certified by the health care provider. Short term disability benefit payments are sixty (60%) percent of the employee's regular weekly wage rate up to a maximum of $425.00 per week. Effective October 1, 2000, the weekly maximum shall be increased to $450.00 per week.

In the event the disability insurance carrier determines the illness or disability is a permanent condition rendering the employee unable to perform any work for the Employer, the employee will be converted to long term disability coverage after six months. Long term disability benefit payments are paid monthly and are equal to sixty (60%) percent of the employee's regular weekly wage rate up to a maximum of $1800.00 per month.

Employees returning to work from an authorized disability leave of absence within one (1) year from the date such leave commenced will resume work in the same classification held immediately prior to the leave. If an employee returns to work from a disability leave of absence which is authorized to last longer than one (1) year after having been on such leave for a period of time greater than one (1) year, the employee will be initially placed in the same classification the employee held prior to the leave, seniority permitting, and thereafter, if necessary, the provisions of Section 10.0 (Layoff Procedure) will be applied.

The time periods set forth in this Section shall be calculated on a consecutive basis for multiple leaves of absence unless an employee returns to work for a period of fourteen (14) consecutive calendar days between the end of one (1) leave period and the commencement of another unrelated leave period, in which latter case the time period shall be calculated separately for purposes of this Section.

Prior to return to work, the employee shall provide to the Personnel Department a statement from the attending health care provider specifying the employee's ability to return to their 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.

In the administration of the disability leave program, the Employer may from time to time investigate, or require to be investigated, employees who the County has cause to believe may be misusing or abusing the benefits of the disability policy. The Employer may also require the employee to undergo examination by an independent medical examiner (IME). If as a result of this examination an employee is deemed not to be totally disabled, benefits under the disability policy shall cease immediately. The total cost of the IME 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 biweekly installments shall automatically and immediately cease. Notwithstanding proof of total and permanent disability that may have been accepted by the insurance company as satisfactory, the employee on request from the insurance company shall furnish proof of the continuance of such disability and shall submit to physical examinations at reasonable intervals by physicians designated by the insurance company.

In situations where an employee's physical or mental condition reasonably raise a question as to the employee's capability to perform his job, the Employer may require a medical examination, at its expense, and, if cause is found, require the employee to take or remain on sick leave of absence. The Employer may require as a condition of any sick leave, regardless of duration, a medical certificate setting forth the reasons for the sick leave when there is reason to believe the health or safety of personnel may be affected or that the employee is abusing sick leave. Employees required to take a sick leave of absence or to remain on sick 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 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.

Disability benefits provided are subject to the terms and conditions of the carrier.

Section 17.7 - 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-thousand dollars ($40,000), (double indemnity for non-occupational death) for each insurable, full time employee occupying a job classification covered by this Agreement, effective the first day of the month following the employee's completion of five hundred and twenty (520) straight time hours of employment with the Genesee County Sheriff's Department.

Section 17.8. - 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 17.9 - Selection of Insurance Carriers

The Employer reserves the right to select or change any or all of the insurance carriers providing the benefits stated in Section 17, provided the level of benefits remains substantially the same.

Section 17.10 - 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 sickness and accident insurance 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 sickness and accident coverage status.

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) full years of continuous service shall have their insurance continued by the Employer up to a maximum of six (6) months, beginning the first (1st) day such employee goes on authorized sickness and accident coverage status, provided the employee continues to receive sickness and accident 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. Continuation of hospital/medical coverage under this subsection is contingent upon the laid off employee maintaining eligibility for unemployment benefits.

(c) Employees on authorized sickness and accident 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 Personnel Department in the form of a check or money order by the fifteenth (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 sick leave for a period of twelve (12) months commencing with the first (1st) day 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, dental insurance, and optical insurance coverage as well.

(f) There shall be no liability whatsoever on the part of the Employer for any insurance premium payment contribution coverage for an employee or employees who are on layoff or leave of absence status other than the provisions set forth in this Section. The Employer will give employees who are on sick leave written notification of the loss of insurance benefits two (2) weeks prior to the loss of insurance benefits.

DEFINED BENEFIT PLAN

Section 18.0 - GCERS 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.

Section 18.1 - Multiplier

The retirement allowance factor for employees who retire prior to January 1, 2000, shall be 2.5 for the first twenty (20) years and 2.2 for each year thereafter. The retirement allowance factor for employees who retire on or after January 1, 2000, 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.

Section 18.2 - 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 on or after January 1, 2000.

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 on or after January 1, 2000.

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. 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. Deferred retirement after fifteen (15) years of credited service with retirement benefit payments commencing when twenty-three (23) years of service would normally have been completed for employees hired on or after January 1, 2000.

Section 18.3 - Final Average Compensation

The employee's best two (2) years of credited service earnings prior to separation of employment shall be computed as final average compensation for retiring employees. Sick leave benefits, Worker's Compensation payments (weekly payments only) and layoff benefits shall be included when figuring final average compensation and credited service, contingent upon the employee's contribution of two percent (2%), or six and one-half percent (6.5%) for employees hired on or after January 1, 2000, of the benefits received within twelve (12) months of return from such leave or layoff.

Section 18.4 - Employee Contribution Rate

Employee contributions are two percent (2%) of compensation received, deducted biweekly from paychecks. Employees hired on or after January 1, 2000, shall contribute six and one-half percent (6.5%) of compensation received, deducted biweekly from paychecks.

Section 18.5 - Other Governmental Service

Employees may apply in writing to the Retirement Office to purchase other governmental service for credited service for retirement purposes after completion of five (5) years of credited service with Genesee County. Additionally, the employee must meet all other qualifications and conditions under the provisions of Section 12 a(1) b(9) of Act No. 156 of the Public Acts of 1851, as amended by Act No. 507 of the Public Acts of 1982, being Section 46.12a of the Compiled laws of 1970. Temporary employment with another governmental agency is not considered to be eligible for credited service with Genesee County.

Section 18.6 - Military Service

Employees may apply in writing to the Retirement Office to purchase Military service for credited service for retirement purposes after completion of five (5) years of credited service with Genesee County. Additionally, the employee must meet all other qualifications and conditions under the provisions of Section 12 a(1) b(15) of Act No. 156 of the Public Acts of 1851, as amended by Act. No. 507 of the Public Acts of 1982, being Section 46.12a of the Compiled Laws of 1970. The employee must meet all the qualifications and conditions outlined in the above Act.

Section 18.7 - 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.

Section 18.8 - Cost Of Living

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

Section 18.9 - Medical Benefits

Upon commencement of pension benefit payments, the Employer shall provide retirees with medical, dental and optical coverage, including any premium co-payments, equivalent to the coverage and premium co-payments which were in effect for the employee at the time of separation of employment. If such coverage is not available for retirees, the Employer and Union will meet to negotiate an alternative. Retirees shall also be required to pay for Medicare Supplement Part B. Retirees shall be allowed to switch medical coverage during the regular annual open enrollment period, provided coverage is available to retirees. Dual coverage shall not be allowed for retirees.

Section 18.10 - 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 on or after January 1, 2000, must have at least fifteen (15) years of credited service to receive retiree life insurance upon commencement of pension benefit payments.

Section 18.11 - 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 with fifty percent (50%) of the premiums paid by the Employer and fifty percent (50%) of the premiums 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 deceases 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 deceases for non-duty reasons will be entitled to medical, dental and optical coverage if the employee has 15 years of credited service as determined by the Genesee County Retirement system. This coverage will continue through the beneficiary's lifetime.

f) An employee who has at least fifteen (15) years of credited service and who is found eligible by the Genesee County Retirement Commission to retire with a non-duty disability retirement, will be entitled to medical, dental and optical coverage as outlined in Sections a, b, c or d above, except for a Section 25 (c) option.

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

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

DEFINED CONTRIBUTION PLAN

Section 19.0 - DC 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.

Section 19.1 - EMPLOYEES HIRED PRIOR TO OCTOBER 1, 1998

Employees hired prior to January 1, 2000, shall be covered by the GCERS Plan, to the extent eligible, until January 1, 2000. Such employees will have the opportunity to transfer their actuarially determined present asset value (PAV) from the GCERS Plan into the DC Plan effective January 1, 2000. Once an employee has signed the final DC Plan Voluntary Election Form, as required by the Employer, s/he will not be able to revoke the election. However, in the event the employee dies prior to January 1, 2000, no transfer shall be allowed and the GCERS Plan provisions shall prevail. Bargaining unit members who elect to remain in the GCERS Plan will be covered by the provisions of the Defined Benefit Plan above.

Section 19.2 - Actuary

The Employer will hire an independent actuary to perform an actuarial valuation to determine the PAV of each employee in the GCERS Plan as of December 31, 1999. Each employee will be informed in writing of the PAV subject to transfer. The methodology for determining the PAV will include, but not be limited to:

- Two and one-half percent (2.5%) annual wage increase assumption projected to the earliest possible retirement date of the employee using the employee's then current hourly rate, including longevity.
- The projected final salary is compared to the average of the best two out of the last ten calendar years of earnings. The highest amount utilized as final average compensation.
- Calculate the projected pension pursuant to the GCERS Plan benefit formula and including 3% COLA for the first five years.
- Group Annuity Mortality Table with a 100% female mix.
- Eight percent (8%) valuation interest rate for discounting present values.
- The resultant figure is the transfer amount.

The calculations of the independent actuary must be reviewed and concurred in by the actuary for the GCERS Plan prior to any individual transfer.

Section 19.3 - Information

The Employer will provide employees with the necessary time and information to make an informed, educated choice of remaining in the GCERS Plan or of transferring into the DC Plan. Representatives of the Plan Administrator will be available at designated times during and after regular work hours for educational purposes. Employees will not lose pay for reasonable time spent in such educational meetings during regular work hours, provided the supervisor authorized attendance in advance.

Section 19.4 - Contributions

Beginning January 1, 2000, and thereafter, the Employer will contribute an amount equal to ten percent (10%) of the employee's gross earnings each pay period into the employee's personal DC Plan account. In addition, the employee shall contribute a mandatory pre-tax deferral of three percent (3%) of gross earnings or, in the alternative, may voluntarily elect a pre-tax deferral of seven percent (7%) of gross earnings each pay period into the employee's personal DC Plan account. The election of the deferral amount is irrevocable.

Section 19.5 - Vesting

This means ownership of the assets of the employee's personal DC Plan account which includes employee contributions, Employer contributions and investment earnings. Employees hired prior to January 1, 1999, shall be one hundred percent (100%) vested on the PAV and all subsequent contributions and investment earnings.

Section 19.6 - Generic and Other Time Purchase

Employees who are purchasing generic time or other time must complete their purchase by September 30, 1999. No time may be purchased after the employee commences participation in the DC Plan. Generic time purchasers who roll over into the DC Plan shall not be required to retire upon attaining twenty-three (23) years of credited service.

Section 19.7 - Medical benefits

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

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

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

(4) 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.

(5) 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.

Section 19.8 - Life Insurance

Employees who retire with at least eight (8) years of credited service shall receive $10,000 straight life insurance policy paid by the Employer at age sixty (60) or when twenty (20) years of credited service would have been completed, whichever is sooner.

Section 19.9 - Miscellaneous Provisions

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

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

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

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

Section 19.10 - EMPLOYEES HIRED ON OR AFTER JANUARY 1, 1999

Employees hired on or after January 1, 1999, but before January 1, 2000, shall have the option of remaining in the GCERS Plan or of transferring to the DC Plan. Such employees who elect to transfer to the DC Plan shall have the total of their employee contributions made under the GCERS Plan, transferred to their personal DC Plan account, effective January 1, 2000.

Employees hired on or after January 1, 2000, shall commence participation in the DC Plan upon completion of five hundred, twenty (520) straight time hours of employment unless the employee chooses to participate in the GCERS Plan by notifying the Personnel Department, in writing, prior to completion of the aforementioned 520 hours. Employees who voluntarily elect to participate in the GCERS Plan shall be covered by the applicable provisions of the Defined Benefit Plan as described above. Employees who fail to notify the Personnel Department of their selection shall be defaulted into the mandatory three percent (3%) deferral as described below.

Section 19.11 - Contributions

Beginning January 1, 2000, and thereafter, the Employer will, upon commencement of participation, contribute an amount equal to ten percent (10%) of the employee's gross earnings each pay period into the employee's personal DC Plan account. In addition, the employee shall have a mandatory pre-tax deferral of three percent (3%) of gross earnings or, in the alternative, may voluntarily elect a pre-tax deferral of seven percent (7%) of gross earnings each pay period into the employee's personal DC Plan account. The election of the deferral amount is irrevocable.

Section 19.12 - Vesting

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

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

Section 19.13 - Medical Benefits

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

ii) Employees who retire with at least fifteen (15) years of service but less than twenty-three (23) years, may elect to be provided medical benefits as stated in the above paragraph provided the retiree is at least age sixty (60) and provided the retiree pays an additional twenty-five percent (25%) of the necessary premiums to the Employer no later than the 20th of each month. Retiree dependents who are receiving medical, dental or optical benefits under this provision, shall continue to receive such benefits upon death of the retiree as long as the Beneficiary is otherwise eligible, pursuant to the terms and conditions of the carrier.

Section 19.14 - Life Insurance

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

Section 19.15 - Miscellaneous Provisions

a) An employee who is found eligible to retire with a duty disability retirement, will be entitled to medical, dental and optical coverage as outlined in paragraph (i) above, as if the employee retired with at least twenty-three (23) years of credited service.

b) In the event an employee dies as a result of an injury or disease arising out of employment with the County, the beneficiary of the employee will be entitled to medical, dental and optical coverage as outlined in paragraph (i) above, as if the employee retired with at least twenty-three (23) years of credited service.

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, dental and optical benefits as provided in paragraph (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 are attached as Appendix A.

Each new employee covered by this Agreement shall be hired at the "New Hire" step of the salary range; on an employee's "anniversary date" (normally the employee's seniority date unless he 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

(a) For purposes of this Section, the term "second shift" shall mean any shift with a scheduled starting time of on or after 3:00 p.m. and before 11:00 p.m. and the term "third shift" shall mean any shift with a scheduled starting time of on or after 11:00 p.m. and before 7:00 a.m. The term "swing shift employee" applies to any employee who regularly works or "swings" between first, second and third shift.

(b) Employees shall receive a shift premium of six percent (6%) per hour for hours actually worked between 3:00 p.m. and 11:00 p.m. and a shift premium of eight percent (8%) per hour for hours actually worked between 11:00 p.m. and 7:00 a.m.; except that employees whose regular shift falls between the hours of 7:00 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 8:00 a.m. is created, the parties will negotiate the shift premium issue. A swing shift employee shall receive nine percent (9%) per hour for all hours worked regardless of whether the work occurred on first, second or third shift.

Section 20.2 - Longevity

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. Longevity compensation paid pursuant to subsection (a) shall be included in the employee's bi-weekly pay check each pay period.

(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.

Section 20.3 - Continuous Service

Longevity payments under Section 20.2 are calculated on the basis of an employee's total, continuous service, with the County of Genesee which does not relate to the length of time served in a particular classification, office or department. 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 time of eligible increment time. Separation due to resignation or dismissal constitutes a break in continuous service. Time spent on military leaves (not to exceed four (4) years unless otherwise required by statute) will be counted in computing service for longevity purposes.

Section 20.4 - Paramedic Assignment

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

Section 20.5 - Paramedic Not Assigned

Beginning with December 1999, employees who are state licensed as a Paramedic shall receive an allowance of $300 the last pay in June and the last pay in December for each full month the license is valid. The June payment will cover the months of January through June and the December 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 - Emergency Medical Technician (EMT)

Beginning with December 1999, employees who are state licensed as an EMT shall receive an allowance of $250 the last pay in June and the last pay in December for each full month the license is valid. The June payment will cover the months of January through June and the December 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 20.7 - Medical First Responder (MFR)

Beginning with December 1999, employees who are state licensed as an MFR shall receive an allowance of $150 the last pay in June and the last pay in December for each full month the license is valid. The June payment will cover the months of January through June and the December 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 20.4 through 20.7 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 Personnel 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 any employee is injured while on the job and required to leave the job by a medical authority, he 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 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 - 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. To the extent consistent with budget constraints, the County will endeavor to provide replacement shirts and pants in a fashion sufficient to enable employees to maintain appearance standards.

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. This shall include five (5) uniforms for use on the job in Genesee County jail kitchen for employees in the Cook classifications.

Upon termination from Sheriff's Department employment, all uniforms and equipment must be returned to the Sheriff's Department. Failure to return all uniforms and equipment shall result in any outstanding payments due the former employee being withheld until the return of all uniforms and equipment.

Section 22.5 - Bullet-proof vests

A joint Union/Management Committee shall review available bullet-proof vests and shall select not more than four (4) National Institute of Justice (NIJ) approved vests for use by employees. Each employee in the Police Deputy classification and each employee on the promotional roster who purchases a new bullet-proof vest among those selected by the Union/Management Committee shall receive one hundred percent (100%) reimbursement after submitting a receipt for the vest to the Employer.

Each employee in the Police Deputy classification who purchases a new NIJ approved bullet-proof vest not among those selected by the Union/Management Committee shall receive one hundred percent (100%) reimbursement of the most expensive Union/Management Committee selected vest or one hundred percent (100%) reimbursement of the purchased vest, whichever is less, after submitting a receipt for the vest to the Employer. Each employee may receive reimbursement for not more than one (1) vest once every four (4) years. Police Deputies 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 Personnel Department in writing of any change in name or address promptly and in any event within five (5) 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) days after such change has been made.

Section 23.1 - Ammunition

The Employer agrees to continue its prior practices regarding supplying ammunition and pistol qualification which includes providing fresh factory duty ammunition once a year.

Section 23.2 - 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 23.3 - Bonds

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

Section 23.4 - 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;

(e) Notices pertinent to the administration of the Union.

All such notices are to be signed by the Chief Steward or his designated representative. One (1) board shall be placed in each location specified below:

(a) Main hallway on the first (1st) floor of Department headquarters;

(b) Squad Room at Department headquarters.

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 23.5 - 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 23.6 - Gender

The masculine pronoun, wherever used in this Agreement, shall include the feminine pronoun, and the singular pronoun, the plural, unless the context clearly requires otherwise.

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 mileage expenses 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. Employees shall not wear the Department uniform without authorization of the Employer. Outside employment must in no way conflict with the employee's work hours or interfere in any way with the satisfactory and impartial performance of his or her duties.

Requests for authorization to obtain outside employment will be submitted in writing to the Sheriff and 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.

Bargaining unit members shall not be allowed to work in a bar. Specific reasons for denial of permission to engage in outside employment must be given in writing. Any denial of permission to engage in outside employment will be subject to the grievance procedure.

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 Cooks

The Employer may hire two part time cooks for every one full time cook. Part time cooks will be credited with the following full time employee benefits on a pro-rata basis in accordance with hours worked:

1. Vacation (after completion of 1040 hours of employment)
2. Personal Days (after completion of 520 hours of employment)
3. Step Up Increments
4. Longevity
5. Retirement
6. *Seniority (except for layoff purposes)
7. Holidays - 50% of recognized paid holidays accorded full-time employees, contingent upon the part time employee working a regularly scheduled work week averaging a minimum of twenty (20) hours (after completion of 520 hours of employment).
8. Bereavement Leave - Up to 50% of bereavement leave allowed full time employees in accordance with the provisions of Section 14.11 (after completion of 520 hours of employment).
9. Leaves of Absence - Section 14.12 and 14.13, for scheduled hours absent from work only.

*Part time Cooks will be grouped on a separate seniority list.

In addition, part-time cooks will receive the following insurance benefits on the first day of the month immediately following the employee's completion of five hundred and twenty (520) hours of employment:

1. Sick/Accident - 60% of regular weekly salary (20 hours x hourly rate) up to a maximum of $375.00 per week.
2. Life Insurance - 100% of full time employee coverage.

3. Hospital/Medical, Dental, and Optical - 100% of full-time employee coverage contingent on part time employee paying 50% of monthly premiums.

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 addendum's shall not be affected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such 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 - Veterans' Preference Claims

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

Section 23.15 - Educational Reimbursement

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

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

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

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

d. Seminars and workshops are excluded.

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

f. Reimbursement per employee is limited to $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, GI Bill, etc.). Fees and payments for books, supplies, transportation, parking, meals, recreational activities and graduation are excluded. Total reimbursement for Local 2259 employees is limited to $12,000 for the calendar year. If applications for reimbursement exceed this maximum limit, reimbursement shall be on a first-come, first-served basis, in accordance with the date on which the application was received by the Personnel Department. In the event the total reimbursement hits the annual maximum for two (2) consecutive years, the maximum will be increased to $15,000. In the event the total reimbursement hits the new maximum of $15,000 for two (2) consecutive years, the maximum will be increased to $18,000.

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.

In order to be eligible for reimbursement, employees must make application for educational reimbursement through the Personnel Department on designated forms. Such application should be submitted as soon as possible, but under no circumstances will an application be approved if it is not submitted by the employee to the Personnel Department within two (2) weeks following the first day of class. It is the sole responsibility of the employee to submit their application to the Personnel Department by this deadline. Upon receipt of this application, a determination will be made by the Department Head in conjunction with the Personnel Director as to whether the employee and the course work meet program eligibility requirements. Thereafter, the #2 and #3 copies will be returned to the employee within two (2) weeks, signifying a determination under the Educational Reimbursement Program.

Upon completion of approved courses, employees must submit to the Personnel Department an official copy of the grade report or similar official evidence of completion of the course, a receipt for tuition payment of the course and a copy of the approved application form. Tuition refund payment will be issued for approved courses within thirty (30) days of receipt of above documents. However, if any employee receiving educational reimbursement is terminated from County employment by virtue of discharge, resignation or voluntary quit prior to the expiration of a one (1) year period following the completion of the course(s) for which

reimbursement was issued, they shall repay said reimbursement on the basis of 1/12 of the reimbursement for each month they are short of meeting this one (1) year requirement.

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 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 departmental qualification program. Those failing to qualify on their first attempt in accordance with established practice shall be provided additional opportunities for retraining and a second chance to qualify. Those failing to qualify on the second attempt shall be reduced to the Corrections Deputy classification and shall freeze their Deputy classification seniority. Employees reduced to Corrections Deputy for this reason shall be provided the opportunity to retrain and qualify within six (6) months of the second unsuccessful attempt. When successful during this six (6) month period, employees shall be returned to the Deputy classification. When not successful, employees shall continue in the Corrections Deputy classification, and shall only return to the Deputy classification if promoted from the subsequent promotional roster. Upon return to the Deputy classification, an employee's Deputy classification seniority date shall be adjusted for the time the employee was out of the Deputy classification. No employee failing to qualify shall be allowed to retain a weapon issued by the Department.

Section 23.19 - Damage to Eye Glasses

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

Section 23.20 - Mandatory Direct Deposit

Employees hired on or after October 1, 1999, shall be required to participate in direct deposit of their paychecks.

Section 23.21 - Training

The Employer agrees to designate thirty thousand dollars ($30,000) per calendar year for training purposes for 1999, 2000, 2001, 2002 and 2003. The training will specifically include COLES certification, Jail Training certification and in-service training of bargaining unit members only.

Section 23.22 - LABOR AND MANAGEMENT PROMOTING SUCCESS (LAMPS)

The Union and Employer are committed to the concept of continuous quality improvement through joint Union/management cooperation. To that end, the parties endorse the Genesee County LAMPS program by establishing a LAMPS committee within the Sheriff's Department.

Sheriff LAMPS shall consist of two members from AFSCME Local 2259, one command officer and the Sheriff or designee. Meetings shall be held at least every other month to discuss items of concern affecting the working conditions within the department; for example, individual and vehicle safety, training needs, equipment needs, etc.

Sheriff LAMPS members shall not lose pay for time spent in LAMPS meetings during regular working hours.

Recommendations to the Sheriff from LAMPS are not binding upon the Sheriff.

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 understanding 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.

Section 24.2 - 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 24.3 - Effective Date of Agreement

No provisions of this Agreement shall go into effect earlier than January 1, 1999, 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.

Section 24.4 - Termination

This Agreement shall become effective January 1, 1999 and remain in force until December 31, 2003, 11:59 p.m., and thereafter for successive periods of one (1) year unless either party shall, on or before the sixtieth (60th) day prior to the expiration date, serve written notice on the other party of a desire to terminate, modify, alter, negotiate, change or amend this Agreement. A notice of desire to modify, alter, amend, negotiate, or change, or any combination thereof, shall have the effect of terminating the entire Agreement on the expiration date in the same manner as a notice of desire to terminate unless before that date all subjects of amendment proposed by either party have been disposed of by agreement or by withdrawal by the party proposing amendment, modification, alteration, negotiation, change, or any combination thereof.

In witness whereof the parties have hereto set their hands this 11 day of May, 1999.

FOR THE UNION:

5/11/99

5/11/99

5/11/99

5/11/99

5/11/99

FOR THE EMPLOYER:

Steven B. Stratton

5-11-99

LETTER OF AGREEMENT

Union Office Space

The parties mutually agreed to the following terms and conditions:

(1) The Employer will provide office space for Local 2259 to maintain files, records and other Union correspondence in the confines of the County jail.

(2) It is understood by all parties the Union is solely responsible for the security of any materials maintained in the aforementioned office space. Any materials and or files lost, damaged or destroyed are not the responsibility of the County or the Sheriff.

(3) Union representatives will exercise due care in using the facilities and will follow good housekeeping practices.

FOR THE UNION\Date:

FOR THE EMPLOYER\Date:

Steven B. Stratton 5/11/99

5-11-99

LETTER OF AGREEMENT

Witness Fees

The parties mutually agreed 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 his 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 his 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.

FOR THE UNION\Date:

5/11/99

5/11/99

5/11/99

5/11/99

5/11/99

FOR THE EMPLOYER\Date:

Steven B. Stratton 5/11/99

5-11-99

LETTER OF AGREEMENT

Weingarten

A) The Employers agreed 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 his 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 decision only on the disciplinary investigation, not the criminal investigation.

C) The above is intended by the parties to facilitate compliance with 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:

Leon Lloyd Jr 5/11/99

5/11/99

5/11/99

5/11/99

5/11/99

FOR THE EMPLOYER\Date:

Steven B. Stratton 5/11/99

Robert J. Redell 5-11-99

LETTER OF AGREEMENT

Generic Purchase

The parties agree to the following provisions for employees who are purchasing "generic" time in accordance with the early retirement program 1991-1992:

(1) Each employee who is purchasing "generic" time must retire no later than upon completion of twenty-three (23) years of credited service.

(2) Employees shall have up to six (6) years from the original date of application to complete the purchase of "generic" time.

FOR THE UNION\Date:

5/11/99

5/11/99

5/11/99

5/11/99

5/11/99

FOR THE EMPLOYER\Date:

Steven B. Stratton 5/11/99

Robert J Buchell 5-11-99

LETTER OF AGREEMENT

Transport Policy

The current transportation policy will incorporate the following conditions:

(1) Transports of female inmates will utilize one (1) female officer or two (2) male officers;

(2) District Court transports of more than one (1) inmate at a time after dark will utilize two (2) officers;

(3) Transports to Counties that are not contiguous to Genesee County will utilize two (2) officers;

(4) Two (2) Deputies will be utilized for any high felony transports;

(5) Medical transports will utilize two (2) officers when the immediate supervisor determines the situation warrants two (2) officers.

(6) As a general rule for Court to Court or jail to Court transports a ratio of (3) inmates to one (1) Deputy unless the immediate Supervisor determines the situation warrants two (2) officers.

FOR THE UNION/Date:

5/11/99

5/11/99

5/11/99

5/11/99

FOR THE EMPLOYER/Date:

Steven B. Stratton 5/11/99

APPENDIX A

Pay Scales

(Attached)

AFSCME LOCAL 2259
SHERIFF DEPARTMENT EMPLOYEES

MAY 1, 1999 (4.0%)

COOK

	Start	After 1st Year	After 2nd Year	After 3rd Year	After 4th Year	After 5th Year	After 6th Year
Approx. Annual	24777	29114	31224	32067	32910	33755	34750
Hourly	11.9122	13.9972	15.0115	15.4170	15.8222	16.2282	16.7069

CORRECTIONS DEPUTY

	Start	After 1st Year	After 2nd Year	After 3rd Year	After 4th Year	After 5th Year	After 6th Year
Approx. Annual	24777	32496	33718	34906	36093	37280	38471
Hourly	11.9122	15.6231	16.2104	16.7816	17.3524	17.9232	18.4958

POLICE DEPUTY, POLICE DEPUTY (PARAMEDIC ASSIGNMENT),SENIOR MARINE PATROL OFFICER

	Start	After 1st Year	After 2nd Year	After 3rd Year	After 4th Year	After 5th Year	After 6th Year
Approx. Annual	31262	35515	36735	37956	39176	40397	41621
Hourly	15.0300	17.0744	17.6612	18.2482	18.8344	19.4216	20.0100

AFSCME LOCAL 2259
SHERIFF DEPARTMENT EMPLOYEES

OCTOBER 1, 2000 (3.0%)

COOK

	Start	After 1st Year	After 2nd Year	After 3rd Year	After 4th Year	After 5th Year	After 6th Year
Approx. Annual	25521	29988	32161	33029	33898	34767	35793
Hourly	12.2696	14.4171	15.4618	15.8795	16.2969	16.7150	17.2081

CORRECTIONS DEPUTY

	Start	After 1st Year	After 2nd Year	After 3rd Year	After 4th Year	After 5th Year	After 6th Year
Approx. Annual	25521	33471	34729	35953	37176	38399	39625
Hourly	12.2696	16.0918	16.6967	17.2850	17.8730	18.4609	19.0507

POLICE DEPUTY, POLICE DEPUTY (PARAMEDIC ASSIGNMENT),SENIOR MARINE PATROL OFFICER

	Start	After 1st Year	After 2nd Year	After 3rd Year	After 4th Year	After 5th Year	After 6th Year
Approx. Annual	32200	36580	37837	39095	40351	41609	42869
Hourly	15.4809	17.5866	18.1910	18.7956	19.3994	20.0042	20.6103

AFSCME LOCAL 2259
SHERIFF DEPARTMENT EMPLOYEES

OCTOBER 1, 2001 (3.0%)

COOK

	Start	After 1st Year	After 2nd Year	After 3rd Year	After 4th Year	After 5th Year	After 6th Year
Approx. Annual	26286	30887	33125	34020	34914	35810	36867
Hourly	12.6377	14.8496	15.9257	16.3559	16.7858	17.2165	17.7243

CORRECTIONS DEPUTY

	Start	After 1st Year	After 2nd Year	After 3rd Year	After 4th Year	After 5th Year	After 6th Year
Approx. Annual	26286	34475	35771	37031	38291	39551	40814
Hourly	12.6377	16.5746	17.1976	17.8036	18.4092	19.0147	19.6222

POLICE DEPUTY, POLICE DEPUTY (PARAMEDIC ASSIGNMENT),SENIOR MARINE PATROL OFFICER

	Start	After 1st Year	After 2nd Year	After 3rd Year	After 4th Year	After 5th Year	After 6th Year
Approx. Annual	33166	37678	38972	40268	41561	42857	44155
Hourly	15.9453	18.1142	18.7367	19.3595	19.9814	20.6043	21.2286

AFSCME LOCAL 2259
SHERIFF DEPARTMENT EMPLOYEES

OCTOBER 1, 2002 (3.0%)

COOK

	Start	After 1st Year	After 2nd Year	After 3rd Year	After 4th Year	After 5th Year	After 6th Year
Approx. Annual	27075	31814	34119	35041	35962	36885	37972
Hourly	13.0168	15.2951	16.4035	16.8466	17.2894	17.7330	18.2560

CORRECTIONS DEPUTY

	Start	After 1st Year	After 2nd Year	After 3rd Year	After 4th Year	After 5th Year	After 6th Year
Approx. Annual	27075	35509	36844	38142	39440	40737	42039
Hourly	13.0168	17.0718	17.7135	18.3377	18.9615	19.5851	20.2109

POLICE DEPUTY, POLICE DEPUTY (PARAMEDIC ASSIGNMENT),SENIOR MARINE PATROL OFFICER

	Start	After 1st Year	After 2nd Year	After 3rd Year	After 4th Year	After 5th Year	After 6th Year
Approx. Annual	34161	38808	40142	41476	42808	44143	45480
Hourly	16.4237	18.6576	19.2988	19.9403	20.5808	21.2224	21.8655

AFSCME LOCAL 2259
SHERIFF DEPARTMENT EMPLOYEES

OCTOBER 1, 2003 (3.0%)

COOK

	Start	After 1st Year	After 2nd Year	After 3rd Year	After 4th Year	After 5th Year	After 6th Year
Approx. Annual	27887	32768	35143	36092	37041	37991	39112
Hourly	13.4073	15.7540	16.8956	17.3520	17.8081	18.2650	18.8037

CORRECTIONS DEPUTY

	Start	After 1st Year	After 2nd Year	After 3rd Year	After 4th Year	After 5th Year	After 6th Year
Approx. Annual	27887	36575	37949	39287	40623	41959	43300
Hourly	13.4073	17.5840	18.2449	18.8878	19.5303	20.1727	20.8172

POLICE DEPUTY, POLICE DEPUTY (PARAMEDIC ASSIGNMENT),SENIOR MARINE PATROL OFFICER

	Start	After 1st Year	After 2nd Year	After 3rd Year	After 4th Year	After 5th Year	After 6th Year
Approx. Annual	35186	39972	41346	42720	44092	45467	46845
Hourly	16.9164	19.2173	19.8778	20.5385	21.1982	21.8591	22.5215

GENESEE COUNTY PERSONNEL – LABOR RELATIONS

1101 BEACH STREET, ROOM 337
FLINT, MICHIGAN 48502-1454
PHONE: (810) 257-3034 FAX: (810) 768-7097 E-MAIL: sstratton@co.genesee.mi.us

Steven B. Stratton
Director

May 18, 1999

Barry Thurston
AFSCME Council 25
G-4101 Clio Rd.
Flint, MI 48504

Tina Fielder, President
AFSCME Local 2259

Re: Typo

An incorrect date was found in Section 19.1 of the new collective bargaining agreement. Enclosed you will find page 54 with the correction. Please insert into your contracts and note the correction with your membership.

Sincerely,

Steve Stratton

Steve Stratton
Personnel Director

SS/ms

Enc.

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 continue receiving medical, dental and optical benefits as long as the beneficiary remains eligible under the provisions of the Genesee County Retirement Ordinance.

DEFINED CONTRIBUTION PLAN

Section 19.0 - DC 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.

Section 19.1 - EMPLOYEES HIRED PRIOR TO JANUARY 1, 1999

Employees hired prior to January 1, 1999, shall be covered by the GCERS Plan, to the extent eligible, until January 1, 2000. Such employees will have the opportunity to transfer their actuarially determined present asset value (PAV) from the GCERS Plan into the DC Plan effective January 1, 2000. Once an employee has signed the final DC Plan Voluntary Election Form, as required by the Employer, s/he will not be able to revoke the election. However, in the event the employee dies prior to January 1, 2000, no transfer shall be allowed and the GCERS Plan provisions shall prevail. Bargaining unit members who elect to remain in the GCERS Plan will be covered by the provisions of the Defined Benefit Plan above.

Section 19.2 - Actuary

The Employer will hire an independent actuary to perform an actuarial valuation to determine the PAV of each employee in the GCERS Plan as of December 31, 1999. Each employee will be informed in writing of the PAV subject to transfer. The methodology for determining the PAV will include, but not be limited to:

- Two and one-half percent (2.5%) annual wage increase assumption projected to the earliest possible retirement date of the employee using the employee's then current hourly rate, including longevity.
- The projected final salary is compared to the average of the best two out of the last ten calendar years of earnings. The highest amount utilized as final average compensation.
- Calculate the projected pension pursuant to the GCERS Plan benefit formula and including 3% COLA for the first five years.
- Group Annuity Mortality Table with a 100% female mix.
- Eight percent (8%) valuation interest rate for discounting present values.
- The resultant figure is the transfer amount.

ADDENDUM TO MASTER AGREEMENT

AFSCME Council 25, Local 2259 ("Union") and Genesee County Board of Commissioners and Genesee County Friend of the Court (jointly referred to as "Employer") hereby agree to this Addendum to Master Agreement (dated January 1, 1999 through December 31, 2003). This Addendum applies only to persons employed as Police Deputy - FOC.

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 all employees employed by the Friend of the Court in the following described unit:

> All regularly scheduled personnel employed by the Friend of the Court classified as Police Deputy - FOC, BUT EXCLUDING all other employees.

The parties understand that the Police Deputy - FOC may be required to work in the Sheriff Department for a designated period of time in order to maintain certification as a Police Deputy.

Section 2.0 - Representation

The Police Deputy - FOC shall be represented by the Chief Steward.

Section 5 - Grievance Procedure

Grievances shall be filed directly to Step 3 with the "Friend of the Court" being substituted for the "Sheriff" in Steps 3 and 4.

Section 9.0 - Definition of Seniority

Departmental seniority (A.K.A. bargaining unit) shall be defined as the length of an employee's continuous service in the bargaining unit with the Friend of the Court since employee's last date of hire. An employee's "last date of hire" shall be the most recent date upon which he first commenced work in the Friend of the Court. The application of seniority shall be limited to the preferences and benefits specifically recited in the Agreement.

Section 9.1 - Probationary Period

All new full time employees covered by this agreement who are classified as Police Deputy - FOC 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. Absences from work shall extend an employee's probationary period accordingly. Until an employee has completed the probationary period he may be returned to his/her former classification in the Sheriff Department 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. Likewise, the employee may elect to return to the former classification during the probationary period.

Section 9.3 - Transfer to Non-Bargaining Unit Position

Does not apply.

Section 9.4 - Permanent Transfers

Does not apply.

Section 9.5 - Seniority List

Does not apply.

Section 9.6 - Super-Seniority

Does not apply.

Section 10.0 - Layoff Procedure

The employer has the right to eliminate a position at any time. In that event, the employee will be returned to his/her former classification in the Sheriff's Department, seniority permitting.

Delete remainder of 10.0.

Section 10.2 - Recall

The employee will be recalled if the position is re-established provided the layoff has not lasted more than twelve (12) months.

Section 12.0 - Filling the Vacancy

The initial vacancy shall be filled by the incumbent employee. Any subsequent vacancies in the position of Police Deputy - FOC shall be posted in the Sheriff Department for ten (10) calendar days. Only those employees currently classified as Police Deputy or Police Deputy (Paramedic Assignment), plus the top three (3) ranked certified employees listed on the current roster for Police Deputy are eligible to apply. The Employer may choose any person from among the applicants.

Section 13.4 - Overtime

Overtime assignments are at the discretion of the Employer.

Section 13.8 - Shift Preference Selection

Does not apply.

Section 14.5 - Union Business Leave

Does not apply.

Section 14.6 - Short-Term Union Leave

Does not apply.

Section 16.2 - Preference by Seniority

Does not apply.

Section 19.0 - Salary Rates

Police Deputy- FOC shall be paid the same as Police Deputy and Police Deputy (Paramedic Assignment).

Section 19.1 - Shift Premium

Employee assigned to this position shall receive 6% shift premium for all hours worked when not scheduled 8:00 a.m. to 5:00 p.m.

Section 19.4 - Paramedic Allowance

Does not apply.

All other provisions of the Master collective bargaining agreement shall be effective to the extent that the language would be applicable to the operation of the Friend of the Court.

Any reference in the Master agreement to "Sheriff" shall be construed to be "Friend of the Court" for purposes of this Addendum.

FOR THE UNION/Date:

5/11/99

5/11/99

5/11/99

5/11/99

5/11/99

FOR THE EMPLOYER/Date:

5-11-99

Steven B. Stratton 5/11/99

g:\2259nego\focdepad

AFSCME Local 2259
Employees' Birthday

LETTER OF AGREEMENT

The parties agree that an employee who had a birthday prior to April 28, 1999, shall receive another day off during 1999 at a mutually agreeable date.

FOR THE UNION/Date:

5/11/99

5/11/99

5/11/99

5/11/99

5/11/99

FOR THE EMPLOYER/Date:

Steven B. Stratton 5/11/99

5/11/99

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