LABOR AGREEMENT

Between

GENESEE COUNTY (As Defined)

And

LOCAL 214, TEAMSTERS

Representing

FRIEND OF THE COURT SUPERVISORS

SEPTEMBER 13, 2005 - DECEMBER 31, 2010

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This Agreement entered into under Act 379 of the Public Acts of Michigan between Genesee County, a municipal body corporate of the State of Michigan comprising the Board of Commissioners and the 7th Judicial Circuit Court. The 7th Judicial Circuit Court is hereinafter referred to as the Employer and Teamsters Local 214 hereinafter referred to as the Union, expresses all mutually agreed covenants between the parties hereto.

PREAMBLE

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

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

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

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

ARTICLE I - RECOGNITION - EMPLOYEES COVERED

Section 1 - Bargaining Unit

Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Employer does hereby recognize the Union as the sole exclusive representative for the purpose of collective bargaining with respect to the rates of pay, wages, hours of employment, and other conditions of employment during the terms of this Agreement for those employees certified by the State of Michigan Employment Relations Commission in Case R75 A-5 and including F.O.C. Administrative Assistant, FOC Financial Assistant, Office Supervisor, and Casework Supervisor but EXCLUDING: all other employees.

Section 2 - Membership

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

Section 3 - Powers Of The Court

The parties recognize the constitutional, statutory and inherent powers of the Court to manage their affairs, to administer justice and to run the business of the Courts. They further recognize the necessity that a Judge be able to maintain confidence in all employees on his/her staff or closely associated with the Judge. However, nothing contained in this Section shall be construed to limit the employee's rights under this Agreement.

ARTICLE II - EMPLOYEE, UNION AND EMPLOYER RIGHTS

Section 1 - Public Acts

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

Section 2 - Employer Rights

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

Section 3 - Practices

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

ARTICLE III - UNION SECURITY AND UNION DUES

Section 1 - Membership

All employees who are members of the Union on the effective date of this Agreement or elect to become members during the term of this Agreement shall maintain their membership except as provided herein; Employees may terminate their membership by notifying in writing the Employer and the Union of their desire to terminate said membership within thirty (30) calendar days of the expiration of this Agreement.

Section 2 - Dues

Employees who are members of the Union shall after thirty (30) calendar days of employment, as a condition of their continued employment, pay to the Union each month the dues which have been certified to the Employer by the Treasurer of the Union. 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 the Union and the aggregate deductions of all employees shall be remitted together with an itemized statement to the Treasurer of the Union.

Section 3 - Service Fee

On and after the thirty-first (31st) calendar day following the beginning of employment, any present or future employee, who is not a Union member and who has not made application for membership, shall, as a condition of employment, pay to the Union each month a service fee equivalent to the amount of dues uniformly required of members of the Union. The Employer agrees to deduct the aforesaid service fees once each month from the pay of the employees and pay the amount so deducted.

Section 4 - Other Equivalent Fee

Any employee who was or is covered by the collective bargaining Agreement and who, in any month paid neither dues nor equivalent service fee, shall (but for the first thirty (30) calendar days of their employment) pay a service fee equivalent to dues for that month and all months during which they were represented and paid neither dues nor service fees.

Section 5 - Hold Harmless

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

ARTICLE IV - UNION REPRESENTATION

Section 1 - Stewards

The employees shall be represented by one (1) Steward, and one (1) alternate who shall be full time seniority employees working the normal shift. During the absence of a Steward, the Alternate Steward shall act.

Section 2 - Steward Release

The Stewards shall be permitted to leave their work station, after the expiration of the first hour of their shift, to investigate and present grievances to the Employer, without loss of pay, after notifying their Supervisor of the purpose of their activity and recording their time according to Departmental practice. The Supervisor shall grant permission forthwith, for such Steward to leave his/her work station for this purpose subject to necessary emergency exceptions. The privilege of such Steward leaving his or her work during working hours without loss of pay or time is subject to the understanding that the time will be devoted to the proper processing of grievances and will not be abused.

Section 3 - Identification Of Union Representatives

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

Section 4 - Step II International Representative

An International and/or Business Representative of the Union and/or representative are authorized to represent the Union at Step II of the grievance procedure.

Section 5 - Steward Grievance

Any Steward or Alternate Steward having an individual grievance in connection with his/her own work may ask for the Local Union representative to assist him/her in adjusting the grievance with the supervisor. The representative may also be designated by the Union to serve as a representative as contained in the provisions of Article V, Section 2 and Article VI, Step II.

Section 6 - Bargaining Committee

Employees will be represented by a bargaining committee of no more than two (2) regular seniority employees. The bargaining committee will not lose pay for time spent during regular working hours in contract negotiations.

ARTICLE V - SPECIAL CONFERENCES

Section 1 - Procedure

The Special Conference Procedure may be utilized if there is no grievance on the issue.

Special conferences for important matters will be arranged between the Steward or Business Representative and the Human Resources Director or Court Department Head upon the request of either party.

Section 2 - Representatives

Such meetings shall be between a maximum of three (3) representatives of the Union and three (3) representatives of the Employer. Arrangements for such special conferences shall be made in advance and an agenda of the matters to be take up at the meeting shall be presented in writing at the time the conference is requested. Matters taken up in special conference shall be held at a mutually agreed upon time and shall be limited to one (1) hour duration unless extended by the parties. The members of the Union shall not lose pay for time spent in such special conferences. This meeting may be attended by a representative of the Council and/or a representative of the International Union.

Section 3 - Scheduling

Special conferences shall be scheduled within fourteen (14) calendar days after request is made unless otherwise agreed.

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 subject unless the parties mutually agree to the contrary in writing.

Section 4 - Union Meeting Period

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

ARTICLE VI - GRIEVANCE PROCEDURE

Section 1 - Grievance Definition

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

Section 2 - Understanding

An employee having a grievance in connection with his/her employment shall present it to the Employer with the following understanding:

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

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

Section 3 - Processing

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

Section 4 - Grievance Procedure

A grievance must be presented in writing by the Steward within ten (10) working days after its occurrence in order for it to be a proper matter for grievance procedure. However, in no event will any claim for back pay be valid for more than thirty (30) calendar days prior to the date the grievance was first filed.

Step I

The employee shall first specify his/her grievance orally to the Department Head. Thereafter, the employee may discuss the grievance with the Department Head and/or the Steward may be requested by the employee to discuss the grievance with the Department Head. If not resolved in this manner, it shall be submitted in written form, signed by the employee and presented to the Department Head. The Department Head shall answer said grievance within five (5) working days of receipt of same.

Step II

If the grievance is not resolved satisfactorily in Step I above, written notification will be given by the Union to the Genesee County Human Resources Director within five (5) working days after the Department Head's answer is due. The Human Resources Director will then schedule a meeting or meetings at a mutually agreeable time to be attended by two (2) representatives of the Employer and two (2) representatives of the Union within ten (10) working days after such notification. Not more than one (1) of the representatives of either party shall have had prior involvement in the bargaining of the grievance under appeal. If the matter is resolved by the parties at the Appeal's Step the disposition shall be reduced to writing and signed by all representatives with copies sent to the Employer and the Union.

If no disposition of the grievance is reached among the parties at the Appeal Step, the Human Resources Director shall submit the Employer's final answer on the grievance to the Union within ten (10) working days following the date of the last Appeal Step meeting.

Step III

a. The Union may request arbitration on any grievance unresolved at the Appeal Step within sixty (60) calendar days after the date of the last Appeal Step meeting.

b. All such requests shall be in writing by registered or certified mail, addressed to the Human Resources Director and shall state the precise issue to be decided and any specific portions of the Agreement which are claimed to be violated. If not so requested within said sixty (60) calendar day period, the matter shall be considered withdrawn.

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

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

If the parties are not utilizing a mutually agreeable list of arbitrators, the Teamster servicing representative may submit the matter to the Federal Mediation Conciliation Service (FMCS) asking for selection of an Arbitrator in accordance with its voluntary Labor Arbitration Rules. Within sixty (60) calendar days of requested arbitration to the Human Resources Director, the Teamster servicing representative must notify the Federal Mediation Conciliation Service (FMCS) to request a list of seven (7) arbitrators. Failure to notify FMCS within sixty (60) calendar days of requested arbitration shall cause the grievance to be withdrawn and the file closed. If an Arbitrator is not mutually agreed to by the parties from such list, the parties shall alternately strike names from the list until one name remains. The Union shall have the first strike.

e. After designation of the Arbitrator, a hearing shall be held as soon as practical and the Arbitrator shall issue an Opinion and Award, both in accordance with said Rules. The decision shall be final and binding on the parties and the employee(s) involved, subject to any law or governmental regulation applicable thereto, including those under authority of Genesee County.

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

g. The Arbitrator shall have no power to add to, subtract from, or modify any of the terms of this Agreement. Neither shall he/she have the power to establish or change any classification wage rate, to rule on any claim arising under an Insurance Policy, or Retirement Claim or dispute or to issue a ruling modifying any matter covered by Statute or Ordinance except as provided herein.

ARTICLE VII - DISCIPLINARY PROCEDURES

Section 1 - Supervisory Functions

It is understood by the parties that employees in this bargaining unit are responsible for performing various supervisory functions, including implementation of established County policies and departmental procedures; as well as specific Department Head directives.

Section 2 - Guidelines

Disciplinary action taken by the Employer will be dependent upon the nature and seriousness of the offense or infraction; and the prior disciplinary record of the employee, if applicable. The Employer agrees, upon assessing discharge or suspension to any employee, to promptly notify the Steward in writing of the discharge or suspension. Other disciplinary action includes written reprimands. The employee will be tendered a copy of any disciplinary action entered into his/her personnel file within three (3) working days of the action taken. In imposing disciplinary action on a current charge, the Employer will not take into account any disciplinary action which occurred more than two (2) years previously. The Employer may impose disciplinary action on employees for errors or mistakes on his/her employment application, if such errors or mistakes give rise to a material misrepresentation by the employee in securing a position with Genesee County. Disciplinary action assessed in instances of minor offenses or infractions will be progressive in nature.

Should the disciplined employee or the Union consider any disciplinary action improper, the matter may be processed through the regular grievance procedure.

Section 3 - Counseling Memorandums

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

Section 4 - Discussions/Leaving Premises

The discharged or suspended employee will be allowed to discuss the discharge or suspension with his/her Steward and the Employer will make available an area where he/she may do so in private before being required to leave the property of the Employer. Upon request, the Employer or designated representative will discuss the discharge or suspension with the employee and the Steward.

Section 5 - Discipline Vs. Voluntary Quit Provision

The application of the provisions of Article VIII, Section 6(c) are not to be construed as limiting the application of discipline with regard to absence without reasonable cause.

ARTICLE VIII - SENIORITY

Section 1 - Probationary Period

New employees hired into the bargaining unit shall be considered as probationary employees for the first six (6) months (1040 straight time hours) of their employment, with the understanding that absences from work shall extend the probationary period accordingly.

The probationary period may be extended at the Employer's option for an additional six (6) months (1040 straight time hours) of the employee's employment, with the understanding that absences from work shall extend this employee's extended probationary period accordingly. The Employer will give written notice to the Union prior to the probationary extension indicating the reason for the probationary employee's extension. During the extension, the employee shall be eligible to receive contractual benefits of a seniority employee as described elsewhere in this agreement, if otherwise eligible. However, the Employer may discharge the employee at any time during the probationary extension, if the Employer deems the employee unsatisfactory without recourse by the employee or Union through the grievance procedure.

Upon completion of this probationary period, the employee shall acquire seniority dated back the length of the probationary period from the day he/she completed the probationary period.

Section 2 - Probationary Employee Representation

There shall be no seniority among probationary employees. The Union shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment as set forth in Article I of this Agreement, except discharged and disciplined employees for other than Union activity.

Section 3 - Seniority List

When an employee acquires seniority, his/her name shall be placed on the seniority list for the department by classification in the order of his/her seniority. Any seniority date thus established for an employee is primarily for layoff and recall purposes and may or may not be identical to the employee's anniversary date or date of continuous service dependent upon attendant circumstances. Seniority shall be on a classification basis within each department.

Section 4 - Provisional Promotion Seniority

Bargaining unit members promoted on a provisional basis by the Employer to fill a higher rated position for a period of ninety (90) calendar days or less or for the

duration of an authorized leave of absence will continue to accumulate seniority for all purposes within the bargaining unit.

Section 5 - Seniority List

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

The Employer will keep the seniority list up-to-date at all times and will provide the Local Union up-to-date copies upon request.

Section 6 - Loss Of Seniority

Employees total seniority and classification seniority and their employment relationship with the Employer shall terminate for any of the following reasons:

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

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

c. The employee is absent for any three (3) consecutive working days without properly notifying the Employer. After such unreported absence, the Employer will send written notification to the employee by certified mail at his/her last known address that because of the unreported absence, the employee is considered to have resigned (voluntary quit) and is no longer in the employ of Genesee County. In proper cases, exceptions shall be made upon the employee producing convincing proof of his/her inability to give such notice.

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

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

f. The employee has been on layoff status for a period of three (3) years or the length of his or her total seniority, whichever is less. However, said date of termination of seniority shall be extended by one (1) year for each additional five (5) years of total seniority in accordance with the following table:

Period of Recall Rights	Year of Total Seniority
4 years	8 years
5 years	13 years
6 years	18 or more years

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

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

ARTICLE IX - LAYOFF AND RECALL

Section 1 - Layoff Definition

The word "layoff " means a reduction in the working force. When there is a layoff, the following procedure will be followed.

Section 2 - Layoff Procedure

When there is a layoff the Employer will determine the classifications being reduced utilizing the following procedure:

a. When a specified classification is being reduced, a classification seniority comparison shall be made of all employees in the affected classification and the employee with the least classification seniority at the time of layoff shall be laid off, providing the employees retained are capable of performing the available work. It is understood by the parties that in application of this section laid off employees in higher rated classifications will filter downward in line with their total bargaining unit seniority into equal or lower rated bargaining unit classifications and employees must be capable of performing the available work. In no event will employees in lower rated classifications filter upward to positions in higher rated classifications.

b. In addition, employees placed on layoff status, or otherwise involuntarily reduced for other than disciplinary reasons from outside the bargaining unit who had previously promoted out of the bargaining unit to any other position within the Employer will retain bumping rights to the classification from whence they left to take said promotion, seniority permitting, utilizing as their seniority, for this purpose only, their previously accumulated total seniority in that classification from which they left, provided they are capable of performing the available work.

Section 3 - Notification Of Layoff

Employees to be laid off will have at least ten (10) calendar days notice of layoff. The Chief Steward shall receive a list from the Employer of the employees being laid off on the same date the notices are issued to the employees.

Section 4 - Recall

a. When the classification work force is to be increased after a layoff or when openings occur, employees on layoff status will be recalled according to seniority, in reverse order of layoff, provided the employees with the greatest seniority are able to perform the available work.

b. Notice of recall may be by telephone call, but in any event will be confirmed by certified mail to the employees last known address.

c. Employees may be granted up to ten (10) working days to return to work upon making request to the Human Resources Department.

d. Employees, reduced in status due to lack of work or a limitation in funding, will retain seniority rights to their former classification.

ARTICLE X - LEAVES OF ABSENCE

Section 1 - Procedure For Requesting Leaves

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

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

Failure to return to work on the date scheduled shall be cause for termination subject to the provisions of Article VIII, Section 6. A further extension beyond the return date designated on the original leave of absence may be granted provided written application for such extension, containing the reason for the extension and the exact revised date on which the employee is to return to work, is made at least ten (10) calendar days prior to the expiration date of the original leave of absence except in those instances where it is not possible to meet the ten (10) calendar day requirement; and such extension is approved by the Department Head.

Approval or denial shall be furnished in writing to the employee within ten (10) working days from the date of submission by the Department Head. Prior to the approval or denial a thorough investigation shall be conducted wherever possible.

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. Employees shall not accept employment elsewhere while on leave of absence, unless agreed to by the Department Head. Acceptance of employment or working for another employer without prior approval while on a leave of absence shall result in immediate termination of County employment.

Section 2 - Military Leave

Except as provided herein, the re-employment rights of employees and probationary employees will be limited to applicable laws and regulations.

a. Employees, who are members of a reserve component in the military service and are called to active duty for the purpose of training, shall be entitled to a leave of absence in addition to annual leave from their respective duties. Employees shall be paid the difference between any military compensation paid to the employee excluding travel allowance and their regular wages for a period of time not to exceed ten (10) working days in any calendar year. The employee must present verification of monies received during this training.

b. Employees in other than a temporary position with the Unit who are inducted into the Armed Forces of the United States, or who volunteer for such service, shall, upon completion of such service, be reinstated to their former position or to a position of like seniority, status and accrued benefits as provided by law, with the further provision that the length of service with the Armed Forces shall be included in the determination of their seniority, status and pay upon such reinstatement; provided that they shall be honorably discharged from said military service, that the employee is still mentally and physically qualified to perform the duties of such position, and that application for re-employment is made within ninety (90) calendar days subsequent to such honorable discharge referred to or from hospitalization continuing after such discharge for a period of not more than one (1) year.

c. No employee shall receive compensation for time not expended in active duty training except as provided herein.

d. Employees who are reinstated in accordance with the Universal Military Training Act, as amended, and other applicable laws and regulations, will be granted leaves of absence for a period not to exceed a period equal to their seniority in order to attend school full time under applicable Federal Laws in effect on the date of this Agreement.

e. Employees who are called for a pre-induction physical for the Armed Services, are to be granted pay for the day of the physical. The above paid day will only be granted for the pre-induction physical. The employee may request a personal leave or a day without pay for any other physicals that may follow.

Section 3 - Jury Duty Leave

a. Any employee other than a temporary employee shall be granted a leave of absence with pay when he/she is required to report for jury duty. The employee will be paid the difference between any jury duty compensation they receive and regular wages excluding mileage for time necessarily spent in jury service. Employees shall be paid on the next regularly scheduled payday for each full day or half day of jury service, whichever is

applicable. Employees who complete jury duty prior to the end of the workday shall return to their regular work station for the remainder of the day.

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

Section 4 - Court Leave

a. Employees required, either by the Board of Commissioners or any public agency having the power to subpoena, to appear before a Court or such agency on any matter related to their work within the Employer and in which they are personally involved, shall be granted a leave of absence with pay (as set forth in the following paragraph) for the period during which they are so required to be absent from work.

Such employees shall be paid the difference, if any between the compensation they receive from the Court or Agency excluding mileage allowance and their wages for time necessarily spent. Employees will be paid for the full day after turning over the witness fee to the Employer.

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

Section 5 - Union Educational Leave

a. Leaves of absence without pay will be granted to any seniority employee elected or selected by the Union to attend educational classes or conventions conducted by the Union. The number will not exceed one (1) employee at any one time, and the number of working days will not exceed ten (10) in any one (1) calendar year.

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

Section 6 - Union Business Leave

a. Not more than one (1) seniority employee at any one time elected to any Union office or selected by the Union to do work which takes him/her from his/her employment with the Employer, shall be granted a leave of absence without pay, not to exceed one (1) year or the term of office whichever is shorter. Employees on such leave will accumulate seniority for longevity, vacation accrual and layoff and recall purposes. Employees on such leave will also accumulate retirement credit if said employee submits both the Employer and employee contributions on a monthly basis. Contribution shall be based on the current rate of pay for the employee's former position. An employee shall be required to give the Employer at least ten (10) working days prior notice before such leave will be granted and at least ten (10) working days notice prior to returning to County employment from such leave.

b. Seniority (reference Article VIII, Section 1) and continuous service for the purpose of benefit accrual rates shall continue for an employee who is on an authorized Union Business Leave of absence for the duration of said authorized leave. Employees on such leave will also accumulate retirement credit, statutory requirements permitting, if said employee submits both the Employer and employee contributions on a monthly basis. Any employee granted a Union Business Leave of absence shall be entitled to re-employment at the expiration of said leave, in his/her former classification seniority permitting.

Section 7 - Educational Leave

a. A seniority employee wishing to further his/her education in a job related field may be granted educational leave without pay for a maximum of two (2) years or the length of their total seniority, whichever is less. This leave may be extended by mutual agreement.

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

Section 8 - Personal Leave

a. A personal leave of absence of up to one (1) year duration, without pay, may be granted employees with three (3) months (520 straight time hours) of service by the Department Head.

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

c. The Department Head in considering requests for personal leave will take into consideration the nature of the reason for the request.

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

Section 9 - Bereavement Leave

a. When death occurs in a non-probationary employee's immediate family as defined below, the employee upon request will be excused for any of the first four (4) scheduled working days immediately following the date of death provided they attend the funeral or memorial service, also providing that any minor holidays which occur during the four (4) day period of bereavement leave 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 be extended as the result of a minor holiday. In addition, in cases where more than four (4) working days occur between the date of death and the funeral or memorial service, the bereavement leave can be adjusted to encompass any four (4) consecutive, scheduled work days in conjunction with the day of the funeral or memorial service provided the employee attends the funeral or memorial service.

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

b. When death occurs in a non-probationary employee's immediate family, as defined below, the employee upon request will be excused for any of the first three (3) scheduled working days immediately following the date of death provided they attend the funeral or memorial service, also providing that any minor holidays which occur during the three (3) day period of the 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 be extended as the result of a minor holiday. In addition, in cases where more than three (3) days occur between the date of death and the funeral or memorial service, the bereavement leave can be adjusted to encompass any three (3) consecutive, scheduled work days in conjunction with the day of the funeral or memorial service, provided that the employee attends the funeral or memorial service.

The immediate family for purposes of this Section is defined as the employee's grandparent, grandchild, brother, sister, aunt and her current spouse, uncle and his current spouse, current spouse's grandparent, current brother-in-law, current sister-in-law, current son-in-law and current daughter-in-law.

c. Employees excused from work under this provision shall, after making written application, receive the amount of wages they would have earned by

working during straight time hours on such scheduled days of work for which they are excused.

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

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

ARTICLE XI - PROMOTIONS

Section 1 - Definitions/Selection Criteria

All transfers of bargaining unit employees to permanent vacancies in higher paid classifications within the bargaining unit are defined as promotions and shall be governed by the following factors:

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

b. Attendance records, and performance evaluations.

c. Must be able to perform the essential functions of the job either with or without reasonable accommodation.

d. Where general qualifications are equal, employees with the longest seniority will be given preference.

Section 2 - Positing Period

Promotional vacancies of a permanent nature will be posted initially in a conspicuous place in the work area of the department for ten (10) calendar days. Interested employees are to submit their request for promotion in writing to the Human Resources Department within the above ten (10) calendar day posting period.

Section 3 - Requests For Promotion

The Employer will not be obligated to consider a request for promotion from an employee or Steward in the employee's absence unless the request is submitted during the posting period in writing.

Section 4 - Trial Period Length

The employee who is promoted shall be granted a ninety (90) calendar day trial period to prove his/her ability. During the trial period the employee shall have the opportunity to voluntarily revert to his/her former classification and former rate of pay without loss of seniority. Also, during this ninety (90) calendar day trial period, the Employer may return the employee to his/her former classification and rate of pay without loss of seniority if the Employer deems the employee to be unsatisfactory in the new position.

Section 5 - Rate Of Pay

In the event that an employee is promoted, the employee shall receive the rate of the new classification at the earliest step which will result in an increase in salary rate. The employee shall retain his/her current anniversary date when promoted.

However, when an employee is promoted who is at the top of his/her current salary range and consequently has no effective anniversary date, a new anniversary date shall be established for that employee six (6) months after the effective date of the employee's promotion into the higher rated classification. The employee will be eligible for their next scheduled merit increase one year from that date.

Section 6 - EEOC Consideration

The parties will give consideration of the intent of EEOC provisions and applicable affirmative action provisions in implementing the above sections.

ARTICLE XII - LONGEVITY COMPENSATION

Section 1 - Compensation Period

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

Section 2 - Continuous Service Definition

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

Continuous service is defined as authorized leave of absence or layoffs which do not exceed one (1) year. However, time off will be subtracted in computing the

length of eligible increment time. Separation due to resignation or dismissal constitutes a break in continuous service.

Section 3 - Longevity Increments

For employees hired by the County or Courts prior to May 24, 2005, longevity compensation will be paid to employees who have served the equivalent of seven (7), ten (10), thirteen (13), sixteen (16) and nineteen (19) years of service. Longevity increments shall be calculated as follows:

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

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

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

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

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

For employees hired by the County or Courts on or after May 24, 2005, longevity compensation will be paid to employees who have served the equivalent of seven (7), ten (10), thirteen (13), sixteen (16) and nineteen (19) years of service. Longevity increments shall be calculated as follows:

1% of the annual rate upon completion of seven (7) years of continuous full-time service.

2% of the annual rate upon completion of ten (10) years of continuous full-time service.

3% of the annual rate upon completion of thirteen (13) years of continuous full-time service.

4% of the annual rate upon completion of sixteen (16) years of continuous full-time service.

5% of the annual rate upon completion of nineteen (19) years of continuous full-time service.

Section 4 - Military Leaves

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

ARTICLE XIII - HOURS OF WORK AND PREMIUM HOURS

Section 1 - Work Period

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

Exclusive of seven (7) day operations, the normal workweek extends from Monday through Friday.

Section 2 - Breaks/Lunch

Employees are allowed two (2) fifteen (15) minute coffee breaks per day and lunch break not to exceed one (1) hour. One (1) break is to be taken in the first half of the work shift and the other in the second half of the work shift. These breaks are to be taken at a time scheduled by the Employer to allow for the continuous and effective operation of the department.

Section 3 - Premium Hours

Time and one-half (1 1/2) overtime premium will be paid under any of the following previously authorized conditions:

a. Daily

All work performed in excess of eight (8) hours in any workday.

b. Periodically

All work performed in excess of forty (40) hours per week.

Section 4 - Shift Premium

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

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

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

worked during a twenty-four (24) hour period starting with the first hour worked on third shift.

ARTICLE XIV - HOLIDAYS

Section 1 - Holiday Schedule

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

New Years Day
Martin Luther King Day
Lincoln's Birthday
Presidents Day
Good Friday
Memorial Day
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
Friday after Thanksgiving Day
Day before Christmas
Christmas Day
Day before New Years Day

Section 2 - Holiday Eligibility

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

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

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

c. The employee must not be on a layoff;

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

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

Section 3 - Holidays Falling on Saturday or Sunday

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

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

on Sunday and Monday, Monday and Tuesday will be recognized as the holidays in the same holiday order.

The preceding two (2) paragraphs shall apply only to those eligible employees whose normal work week consists of forty (40) hours of work performed from Monday through Friday. For employees working other than a Monday through Friday schedule, the actual date of the holiday will be observed.

Section 4 - Non-Worked Holiday Pay

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

Section 5 - Worked Hours Holiday Pay

Employees required to work a designated major holiday (New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day) will be accorded premium pay at one and one-half (1 1/2) times their regular hourly rate for all hours worked in addition to their regular holiday pay.

Bargaining unit employees who are eligible for holiday pay and who are required to work on a minor holiday will select one (1) of the following two (2) options:

A. Straight time rate of pay for hours worked on the holiday in addition to holiday pay.

-OR-

B. Time off equivalent to the amount of time worked on a minor holiday to be granted on a mutually agreeable date, in addition to holiday pay.

The employee must notify the Employer of his/her option selected prior to the minor holiday worked.

Section 6 - Computing Overtime Pay - Holiday Pay Impact

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

ARTICLE XV - VACATIONS

Section 1 - Eligibility/Requests

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

Section 2 - Vacation Accumulation

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

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

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

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

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

Section 3 - Compensation At Termination Of Employment

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

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

Section 4 - Annual Vacation

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

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

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

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

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

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

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

Section 5 - Pay Rate

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

Section 6 - Preference to Seniority

Seniority shall govern the choice of vacation periods, subject to reasonable scheduling requirements of the department provided the senior employee makes his/her choice of vacation time on or before the end of the scheduling period.

Section 7 - Illness During Vacation

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

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

Section 8 - Advance Vacation Checks

If a regular payday or paydays falls during an employee's vacation, he/she will receive his/her check or checks in advance; provided he/she has requested payment in writing three (3) weeks prior to the payday preceding his/her vacation.

Section 9 - Vacation Vs. Holiday

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

Section 10 - Vacation Cash-In

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

Payment will be made no later than November 15th. Payment shall be made at the rate of sixty percent (60%) of the total amount. Payment shall be by separate check and shall be considered regular wages for tax purposes only.

Payment shall not be subject to retirement contributions and shall not count as final average compensation.

ARTICLE XVI - LIFE INSURANCE COVERAGE

Section 1 - Active employees

Bargaining unit employees are eligible for $45,000 term life insurance policy on the first day of the month immediately following the completion of 520 hours of straight time employment.

Effective October 1, 2005, the $45,000 term life insurance policy will be increased to $50,000.

Section 2 - Retirees

Life insurance for retirees is $12,000 for employees who retire on or after January 1, 2001; $10,000 for employees who retire on or after January 1, 1996, but before January 1, 2001; $8,500 for employees who retired on or after January 1, 1989 but before January 1, 1996; $7,500 for employees who retired on or after January 1,

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

Section 3 - Carriers

Determination of eligibility and payment of benefits is a function of the insurance carrier. Employees are bound by the terms and conditions of the carrier.

The Employer reserves the right to select or change insurance carriers or become self-insured providing the level of benefits is substantially equivalent.

ARTICLE XVII - DISABILITY INSURANCE COVERAGE

Section 1 - Benefit Limits

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

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

Short-term disability benefits commence after completion of a seven (7) calendar day waiting period. Effective October 1, 2005, short-term disability benefits commence after completion of a fourteen (14) calendar day waiting period. Eligible employees receive sixty (60%) percent of the employee's regular weekly wage rate up to a maximum of $530.00 per week, for up to twenty-six (26) weeks. Employees may be required to exhaust accumulated personal time prior to going without pay if the disability leave is also a qualified FMLA leave. However, upon request, the employee may reserve twenty-eight (28) personal time hours, or their then current amount of accumulated personal time, whichever is less. Accumulated personal and/or vacation time may be used at the request of the employee.

Long-term disability benefits commence after twenty-six (26) weeks, or upon proper certification of a permanent disability, whichever comes first. Eligible employees receive a monthly allowance of sixty percent (60%) of the employee's regular monthly wage rate up to a maximum of $2100.00 per month.

Section 2 - Application For Benefits

An employee who is unable to work due to a serious health condition, may apply for disability benefits by submitting to Human Resources: 1) certification from a licensed health care provider required by the Employer; and 2) disability insurance forms required by the carrier. These documents are available in

Human Resources and must be turned in no later than the tenth (10th) calendar day following the employee's last day worked in order for the employee to be eligible for disability benefits. These time periods may be waived upon the employee providing convincing proof to Human Resources that delay in submitting required documents was beyond the employee's control.

An employee on disability leave may apply for an extension of the leave by contacting Human Resources and his/her department, the same date the employee is seen by the health care provider, if possible, or by 8:30 a.m. on the next business day following the appointment. Written certification from the health care provider must be delivered to Human Resources within three (3) business days of the appointment.

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

Section 3 - Seniority During Disability Leave

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

Section 4 - Return From Disability Leave

An employee returning to work from an authorized disability leave of absence within one (1) year from the date such leave commenced, will resume work in the same classification and department held immediately prior to the leave, seniority permitting. If an employee returns to work from a disability leave of absence which is authorized to last longer than one (1) year, after having been on such leave for a period of time greater than one (1) year, the employee will be initially placed in the same classification the employee held prior to the leave, seniority permitting, and thereafter, if necessary, the provisions of Article IX, (Layoff and Recall) will be applied. The time periods set forth in this Article shall be calculated on a consecutive basis for multiple leaves of absence unless an employee returns to work for a period of fourteen (14) consecutive calendar days between the end of one (1) leave period and the commencement of another leave period, in which case the time period shall be calculated separately for purposes of this Section. This Section shall not apply to military leaves of absences.

Prior to return to work, the employee shall provide to Human Resources, a statement from the health care provider, specifying the employee's ability to return to his/her normal assigned duties. The Employer may require the

employee to be examined by a designated health care provider prior to being allowed to return to work. An employee returning from disability leave must confirm the return to work by calling the employee's department one work day prior to the scheduled return to work.

Section 5 - Administration

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

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

Section 6 - Carriers

Determination of eligibility and payment of benefits is a function of the insurance carrier. Employees are bound by the terms and conditions of the carrier.

The Employer reserves the right to select or change insurance carriers or become self-insured providing the level of benefits is substantially equivalent.

ARTICLE XVIII - WORKER'S COMPENSATION

Section 1- Reporting And Payments

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

In addition, any employee with 520 straight time hours of service sustaining an occupational illness or injury shall be entitled to an amount when combined with the statutorily required compensation, will give the employee a total combined benefit of eighty percent (80%) of their then current gross regular straight time pay plus continuation of hospital/medical insurance, optical insurance, dental

insurance and life insurance benefits. Such supplemental payments will be paid in periodic installments at intervals of not more than thirty (30) calendar 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, grievance or arbitration settlement, redemption or any other term used to describe such payment, said payment shall be considered to include any accrued and future supplemental benefits. In addition, employees will not be entitled to receive both the County supplemental payment and a supplemental payment from the County's auto insurance carrier, if applicable. Accordingly, employees will be given the option of claiming one (1) of the above two (2) supplemental payments, but under no condition will they be eligible to receive both.

Section 2 - Seniority/Continuous Service

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

Section 3 - Short Term Compensation

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

Section 4 - Outside Employment

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.

ARTICLE XIX - HEALTH INSURANCE

Section 1 - Employees Hired Prior to November 1, 2000

Effective December 1, 2005, the Employer agrees to pay the monthly premiums for Blue Cross/Blue Shield Community Blue 15/75 hospital/medical coverage as the standard plan for each full-time employee hired prior to November 1, 2000, including spouse and dependents under age 19. The Employer will also pay the

monthly premiums for no more than two dependents ages 19-25. Such dependents must meet the eligibility criteria of the carrier. Monthly premiums for more than two, dependents age 19-25, must be paid by the employee.

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

Section 2 - Employees Hired On Or After November 1, 2000, But Before August 1, 2005

The Employer agrees to continue to pay the monthly premiums for the current HealthPlus of Michigan hospital/medical coverage as the standard plan for each full-time employee hired on or after November 1, 2000, but before August 1, 2005, including spouse and dependents. Dependents ages 19-25 are included provided they meet the eligibility criteria of the carrier. Coverage is effective on the first day of the month immediately following the employee's completion of five hundred and twenty (520) straight-time hours of employment.

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

Section 3 - Employees Hired on or After August 1, 2005

The Employer agrees to pay the monthly premiums for the new HealthPlus of Michigan hospital/medical coverage with a deductible of $250/person and $500/family as the standard plan for each full-time employee hired on or after August 1, 2005, including spouse and dependents. Dependents ages 19-25 are included, provided they meet the eligibility criteria of the carrier. Coverage is effective on the first day of the month immediately following the employee's completion of five hundred and twenty (520) straight-time hours of employment.

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

Section 4 - Hospital/Medical Coverage – More than one Family Member Employed by County

When spouses employed by Genesee County and/or a Court Employer are eligible for hospital/medical benefits, only one (1) hospital/medical coverage plan can be selected for each employee and any eligible dependent. One spouse may choose to opt out of hospital/coverage as provided in Section 7 below.

Section 5 - Prescription drugs

Effective December 1, 2005, prescription drug coverage shall include an employee co-pay of five dollars ($5) for generic drugs, fifteen dollars ($15) for preferred formulary drugs and twenty-five dollars ($25) for brand name drugs, per prescription. There is no reimbursement to the employee if no generic or preferred formulary equivalent is manufactured.

Section 6 - Dual Coverage

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

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

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

Section 7 - Health Insurance Reimbursement

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

provided of the employee's election to commence coverage as otherwise provided in this section.

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

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

The June, 2005 payment is $750.00.

This lump sum amount shall be considered as taxable wages.

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

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

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

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

Section 8 - Carriers

Determination of eligibility and payment of benefits is a function of the insurance carrier. Employees are bound by the terms and conditions of the carrier.

The Employer reserves the right to select or change insurance carriers or become self-insured providing the level of benefits is substantially equivalent.

Section 9 - VEBA Trust

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

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

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

ARTICLE XX - DENTAL BENEFITS

Section 1 - Benefits

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

Current dental benefits include: Class I- diagnostic and preventive - 100%, Class II - restorative - 75%; Class III - prosthodontic - 50%; and Class IV - orthodontics - 50%. Class I, Class II and Class III have a $1200.00 combined maximum benefit per eligible person per benefit year. Class IV has a $1400.00 maximum life time benefit per eligible person up to age nineteen (19).

Section 2 - Carriers

Determination of eligibility and payment of benefits is a function of the insurance carrier. Employees are bound by the terms and conditions of the carrier.

The Employer reserves the right to select or change insurance carriers or become self-insured providing the level of benefits is substantially equivalent.

ARTICLE XXI - OPTICAL BENEFITS

Section 1 - Benefits

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

Effective December 1, 2005, benefits are available every twenty-four (24) months for employees, spouses and eligible dependents, ages 19-25. Dependents under age 19 are eligible for benefits every twelve (12) months. There is a $5.00 co-pay per person for examinations and a $7.50 co-pay per person for lenses, frames and/or contact lenses. Maximum payments to participating providers after co-pays:

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

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

Section 2 - Carriers

Determination of eligibility and payment of benefits is a function of the insurance carrier. Employees are bound by the terms and conditions of the carrier.

The Employer reserves the right to select or change insurance carriers or become self-insured providing the level of benefits is substantially equivalent.

ARTICLE XXII - PAID PERSONAL TIME

Employees will be accorded sixty-four (64) hours of paid personal time after completion of 520 hours of straight time employment and thereafter on the occurrence of their current benefit date during each calendar year. The intended use of such time is for legitimate purposes as medical (doctor, dentist and short term illness), business, legal, or other personal matters. Approval must be obtained from the department prior to utilizing personal time on the standard Request for Time Off form, except in emergency situations. In cases where multiple requests for personal time are received from employees, which cannot be granted due to efficiency of operations and/or staffing requirements, the department will honor said requests on a first come, first served basis; unless said requests are received on the same date, in which case seniority shall prevail. If not utilized, personal time will accumulate indefinitely and have no monetary value upon separation from employment with Genesee County for whatever reason.

The Employer reserves the right to require that employees absent from work furnish satisfactory proof that said absence from work was occasioned by reasonable cause in those cases where the Employer has cause to believe that employees are abusing time off from work provisions. No further explanations other than "medical" "business" "legal" or "other personal matters" shall be

required when the request for personal time is submitted for prior approval, unless abuse is suspected.

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

ARTICLE XXIII - RETIREMENT BENEFITS

It is not the intent of the Employer to make the Defined Contribution Plan (New Plan) mandatory for any employees hired prior to July 1, 1996, at this time, or at any time in the future.

Section 1 - Defined Benefit Plan (Employees Hired Prior to July 1, 1996)

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

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

Multiplier

The retirement allowance factor for employees who retire on or after July 1, 1996 shall be 2.4 for all years of credited service. The maximum portion of the retirement allowance financed by the Employer shall not exceed seventy five percent (75%) of the employee's final average compensation.

Retirement eligibility

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

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

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

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

Final average compensation

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

Employee contribution rate

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

Employees hired on or after July 1, 1996, are not eligible to participate in the GCERS Defined Benefit Plan.

Other governmental/military service

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

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

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

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

Pop-up option

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

Cost of living

Adjustments of three percent (3%) 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.

Medical benefits

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

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

Retirees shall be allowed to switch medical coverage during the regular annual open enrollment periods, provided coverage is available to retirees.

Life insurance

Employees who retire on or after January 1, 2001, with at least eight (8) years of credited service, shall receive $12,000 straight life insurance policy upon commencement of pension benefit payments.

Miscellaneous Provisions

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

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

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

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

for the remainder of the guarantee period after which time all coverage will cease.

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

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

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

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

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

Section 2 – Defined Contribution Plan (Employees Hired Prior to July 1, 1996)

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.

Contributions

The Employer will contribute ten percent (10%) of the employee's gross earnings each pay period into the employee's personal retirement account. The employee shall have the option of contributing either three percent (3%) of gross earnings

or five percent (5%) of gross earnings depending upon which plan the employee selected. Employees are one hundred percent (100%) vested in their account.

Medical benefits

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

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

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

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

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

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

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

Life insurance

Employees who retire on or after January 1, 2001, with at least eight (8) years of credited service shall receive $12,000 straight life insurance policy paid by the Employer at age sixty (60) or when twenty-three (23) years of credited service would have been completed, whichever is sooner.

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 the paragraph above entitled "Medical Benefits" if the employee has 15 years of credited service.

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

paragraph above entitled "Medical Benefits". Determination of non-duty disability shall be handled in the same manner as Defined Benefit non-duty disability retirements.

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

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

Retirement Application

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

Section 3 – Defined Contribution Plan (Employees Hired On Or After July 1, 1996)

All employees hired on or after July 1, 1996 must participate in the Defined Contribution Plan.

Contributions

After completion of five hundred twenty (520) hours of straight-time employment, the Employer will contribute ten percent (10%) of the employee's gross earnings each pay period into the employee's personal DC Plan retirement account. After completion of five hundred twenty (520) hours of straight-time employment, the employee shall have the option of contributing either three percent (3%) of gross earnings or five percent (5%) of gross earnings depending upon which plan the employee chooses.

Vesting

This means ownership of the assets of the employee's personal retirement account which includes employee contributions, Employer contributions and investment earnings.

Employees shall be one hundred percent (100%) vested at all times on their own employee contributions and investment earnings.

Employees shall be vested on Employer contributions and investment earnings according to the following schedule:

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

Medical benefits

i) The Employer shall provide retirees, spouse and dependents with at least twenty-three (23) years of credited service, (twenty-five (25) years of credited service for employees hired on or after May 24, 2005) with medical, dental and optical coverage, including any premium co-payments, equivalent to the coverage and premium co-payments which was in effect for the retiree at the time of separation of employment. If such coverage is not available for retirees, the Employer and Union will meet to negotiate an alternative.

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

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

ii) Employees who retire with at least fifteen (15) years of service but less than twenty-three (23) years, (twenty-five (25) years of credited service for employees hired on or after May 24, 2005) may elect to be provided medical benefits as stated in the above paragraph provided the retiree is at least age sixty (60) and provided the retiree pays an additional twenty-five percent (25%) of the necessary premiums to the Employer no later than the 20th of each month prior to the month the premium is due. The retiree shall hold the Employer harmless if the retiree fails to timely pay such premiums resulting in the cancellation of coverage.

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

Life insurance

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

Miscellaneous Provisions

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

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

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

Retirement Application

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

Section 4 – Benefit Plan For Employees Promoted To Bargaining Unit

An employee promoted into the 214 Bargaining Unit will remain in the retirement benefit plan (DB or DC) the employee participated in prior to their transfer.

An employee that is in the Defined Contribution Plan at the time of promotion, into the bargaining unit will maintain the contribution rate established when the employee first became a member of the Defined Contribution plan.

ARTICLE XXIV - LAYOFF BENEFITS

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

ARTICLE XXV - UNION BULLETIN BOARDS

Section 1 - Location/Postings

The Employer will provide a bulletin board in a suitable location 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.

Section 2 - Use/Detrimental Material

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

ARTICLE XXVI - OUTSIDE EMPLOYMENT

Any outside employment undertaken shall in no way deter any individual from satisfactorily performing his/her duties as a County employee.

ARTICLE XXVII - EDUCATIONAL REIMBURSEMENT

Section 1 - Course Work/Amount Reimbursed

Full time seniority employees will be reimbursed for tuition fees for approved college level course work and Mott Adult Educational Courses, if applicable, 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 and/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 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 with the Employer.

d. Seminars and workshops, and other training sessions which do not provide credit, are excluded.

e. Employees must satisfactorily meet academic achievement 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 $2,000 for tuition expenses for approved courses which end in that calendar year. In no instance will a refund exceed the employee's actual expenditures, nor will reimbursement be issued for expenses also being reimbursed through other sources (i.e., scholarships, G.I. Bill, etc.). Fees and payment for books, supplies, transportation, parking, meals, recreational activities, and graduation are excluded. Total reimbursement for all bargaining unit employees is limited to $4,000 for the calendar year. If applications for reimbursement exceed this maximum limit, reimbursement shall be on a first come, first served basis, in accordance with the date on which the application was received by the Human Resources Department.

Section 2 - Initial Application Process

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

Section 3 - Final Application Process

Within thirty (30) calendar days of the completion of approved course(s), the following documents must be submitted to the Human Resources Department: 1) Official copy of the grade report (or similar official evidence of completion of the course); 2) Receipt verifying that the tuition for the course(s) has been paid in full; and 3) Copy of the approved application form. Tuition reimbursement will be issued for approved courses within thirty (30) calendar days of receipt of the above documents. If an employee receiving educational reimbursement leaves County

employment prior to expiration of a one (1) year period following completion of the reimbursed course(s), the employee shall repay the County on the basis of 1/12 of the amount for each month they are short of meeting this one (1) year requirement.

ARTICLE XXVIII - SALARY RATES

Section 1 - Wage Rates & Classifications

Each new employee meeting the minimum job requirements will be hired at the "start" step of the salary range.

An employee's straight time regular rate of pay shall be determined by the employee's placement on the applicable salary schedule for that classification as listed in Appendix A.

Section 2 - Pay Step Advancement Date

On the employee's anniversary date (normally the employee's seniority date unless they have been promoted, on leave, suspended, or layoff) each year, they will be advanced to the next step of the grade provided their performance has been rated satisfactory. If the performance is rated conditional, so as not to provide a merit increase the employee will be rated in three (3) months to determine if the performance is satisfactory.

ARTICLE XXIX - CONTINUATION OF BENEFITS

a. The Employer agrees to provide a maximum of twelve (12) months hospital/medical coverage for employees on authorized disability leave of absence who have at least five (5) full years of continuous service beginning with the first day such employee goes on authorized disability leave status and ending at the conclusion of the twelfth (12) month. Employees who have at least one (1) full year of service but not more than five (5) full years of service shall be provided a maximum of six (6) months of hospital/medical coverage in accordance with the above provisions.

b. The Employer agrees to provide one (1) months hospital/medical coverage for each full year of continuous service, up to a maximum of twelve (12) months coverage, for employees on layoff status, beginning with the first day of layoff and ending at the conclusion of the eligible months. Said continuation of hospital/medical coverage is contingent upon the laid off employee maintaining eligibility for unemployment benefits.

c. Employees will also be permitted the option of continuing present hospital/medical coverage at their own expense while on authorized Union Business Leave, Educational Leave and Personal Leave for a maximum of twelve (12) months, beginning with the first day of the following month such employee goes on said authorized leave. Employees on authorized disability leave or on layoff status who are not eligible for a full twelve (12) months of

paid benefits (see Paragraph "a" and "b" above) will also be permitted the option of continuing their benefits up to a maximum of twelve (12) months of benefits. However, the combined total of Employer paid and employee paid benefits shall not exceed twelve (12) months. Employee payments of insurance premiums referred to in this section must be submitted to the Human Resources Department in the form of a check or money order by the l5th of each month, or coverage will cease.

d. The above provisions (Paragraphs "a", "b" and "c" above) concerning continuation of hospital/medical coverage shall be applicable to Term Life Insurance coverage, Dental Insurance and Vision insurance.

ARTICLE XXX - DEFINITIONS - EMPLOYEE BENEFIT DATES

Section 1 - Benefit Accrual Rate

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

Section 2 - Benefit Accumulation

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

Section 3 - Employee Benefit and Seniority Dates

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

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

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

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

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

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

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

ARTICLE XXXI - STATE ASSUMPTION

The parties further agree that in the event the State of Michigan or another Employer assumes jurisdiction and control over any department where bargaining unit employees are assigned to work, the parties and their representatives will meet at least sixty (60) calendar days in advance to discuss and arrange an orderly transition of employees to the State or that other employer, assuming proper notification by that subsequent Employer.

ARTICLE XXXII - MILEAGE ALLOWANCE

Any employee authorized by the County to utilize their own personal vehicle on actual County business shall receive a mileage allowance at the rate established by the Internal Revenue Service or thirty (30) cents per mile, whichever is greater.

Vehicle is defined as a four wheeled car, pick-up truck, or van type of passenger conveyance.

ARTICLE XXXIII - SAVINGS CLAUSE

Section 1 - Invalid Provision

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

Section 2 - No Strike Clause

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

ARTICLE XXXIV - TERMINATION

This Agreement shall be effective upon ratification by the Genesee County Board of Commissioners and applicable Employers, and shall remain in full force and effect until the 31st day of December, 2010. No provisions shall take effect prior to the above referenced ratification unless specifically stated within this Agreement. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing at least sixty (60) calendar days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin not later than thirty (30) calendar days prior to the anniversary date, in which case this Agreement shall continue in full force and effect until terminated as provided hereinafter:

In the event that either party desires to terminate this Agreement, written notice must be given to the other party not less than sixty (60) calendar days prior to the desired termination date, such notification date shall not be before the expiration date set forth in the preceding paragraph. This Agreement may be extended by mutual agreement on a day-to-day basis after termination.

FOR THE UNION/Date:	FOR THE EMPLOYER/Date:
10/4/05	10-4-05
10-4-05	10-4-05
10-4-05	

Teamsters, Local 214
FOC Supervisors
Pay Rate-M. Morey

LETTER OF AGREEMENT

Pay Rate - Michael Morey

The parties agree that if a replacement is hired for Michael Morey, Mr. Morey shall be paid at the same rate as the person replacing him as the FOC Administrative Assistant or any position substantially the same as the FOC Administrative Assistant for a period of time not to exceed six (6) months or the date of Mr. Morey's retirement whichever comes first.

For the Union/date

10-4-05

Michael Morey 10-4-05

10-4-05

For the Employer/date

10-4-05

10-4-05

Personal Time
Additional Hours

LETTER OF AGREEMENT

Personal Time; Additional Hours

Seniority employees will have twenty (20) personal time hours added to their personal time accumulation within thirty (30) calendar days of ratification of this contract by the Genesee County Board of Commissioners. Probationary employees working at the time the agreement is ratified as stated above, will receive twenty (20) personal time hours added to their personal time accumulation upon completion of the new hire probationary period.

Seniority employees will have an additional twenty (20) personal time hours added to their personal time accumulation on April 1, 2006.

FOR THE UNION/DATE:

10/4/05

Michael Money 10-4-05

10-4-05

FOR THE EMPLOYER/DATE:

10-4-05

10-4-05

APPENDIX A

Wages & Classifications

TEAMSTERS LOCAL 214
FRIEND OF THE COURT SUPERVISORS

October 1, 2004 (2.00%)

ACCOUNTING SUPERVISOR - FRIEND OF THE COURT

	Start	After 1st Year	After 2nd Year	After 3rd Year	After 4th Year	After 5th Year	After 6th Year
Approx. Annual	41,262	44,286	47,309	53,328	55,077	56,945	58,866
Hourly	19.8376	21.2913	22.7448	25.6385	26.4793	27.3773	28.3011

OFFICE SUPERVISOR

	Start	After 1st Year	After 2nd Year	After 3rd Year	After 4th Year	After 5th Year	After 6th Year
Approx. Annual	41,987	44,952	47,918	53,923	55,752	57,640	59,698
Hourly	20.1861	21.6116	23.0373	25.9245	26.8040	27.7114	28.7008

CASEWORK SUPERVISOR

	Start	After 1st Year	After 2nd Year	After 3rd Year	After 4th Year	After 5th Year	After 6th Year
Approx. Annual	42,676	45,642	48,607	55,668	58,032	59,591	61,695
Hourly	20.5175	21.9431	23.3687	26.7635	27.9002	28.6495	29.6612

F.O.C. ADMINISTRATIVE ASSISTANT, F.O.C. FINANCIAL ASSISTANT

	Start	After 1st Year	After 2nd Year	After 3rd Year
Approx. Annual	61,692	64,132	66,476	68,933
Hourly	29.6597	30.8326	31.9595	33.1408

TEAMSTERS LOCAL 214
FRIEND OF THE COURT SUPERVISORS

The first full pay period following:
October 1, 2005 (2.00%)

ACCOUNTING SUPERVISOR - FRIEND OF THE COURT

	Start	After 1st Year	After 2nd Year	After 3rd Year	After 4th Year	After 5th Year	After 6th Year
Approx. Annual	42,088	45,172	48,255	54,395	56,179	58,084	60,044
Hourly	20.2344	21.7171	23.1997	26.1513	27.0089	27.9248	28.8671

OFFICE SUPERVISOR

	Start	After 1st Year	After 2nd Year	After 3rd Year	After 4th Year	After 5th Year	After 6th Year
Approx. Annual	42,827	45,851	48,876	55,001	56,867	58,792	60,892
Hourly	20.5898	22.0438	23.4980	26.4430	27.3401	28.2656	29.2748

CASEWORK SUPERVISOR

	Start	After 1st Year	After 2nd Year	After 3rd Year	After 4th Year	After 5th Year	After 6th Year
Approx. Annual	43,530	46,555	49,579	56,782	59,193	60,783	62,929
Hourly	20.9279	22.3820	23.8361	27.2988	28.4582	29.2225	30.2544

F.O.C. ADMINISTRATIVE ASSISTANT, F.O.C. FINANCIAL ASSISTANT

	Start	After 1st Year	After 2nd Year	After 3rd Year
Approx. Annual	62,926	65,415	67,805	70,311
Hourly	30.2529	31.4493	32.5987	33.8036

TEAMSTERS LOCAL 214
FRIEND OF THE COURT SUPERVISORS

The first full pay period following:
April 1, 2006 (2.00%)

ACCOUNTING SUPERVISOR - FRIEND OF THE COURT

	Start	After 1st Year	After 2nd Year	After 3rd Year	After 4th Year	After 5th Year	After 6th Year
Approx. Annual	42,929	46,075	49,220	55,483	57,302	59,245	61,244
Hourly	20.6391	22.1514	23.6637	26.6743	27.5491	28.4833	29.4444

OFFICE SUPERVISOR

	Start	After 1st Year	After 2nd Year	After 3rd Year	After 4th Year	After 5th Year	After 6th Year
Approx. Annual	43,683	46,768	49,853	56,102	58,005	59,968	62,109
Hourly	21.0016	22.4847	23.9680	26.9719	27.8869	28.8309	29.8603

CASEWORK SUPERVISOR

	Start	After 1st Year	After 2nd Year	After 3rd Year	After 4th Year	After 5th Year	After 6th Year
Approx. Annual	44,401	47,486	50,571	57,917	60,377	61,999	64,188
Hourly	21.3465	22.8296	24.3128	27.8448	29.0274	29.8070	30.8595

F.O.C. ADMINISTRATIVE ASSISTANT, F.O.C. FINANCIAL ASSISTANT

	Start	After 1st Year	After 2nd Year	After 3rd Year
Approx. Annual	64,185	66,723	69,161	71,718
Hourly	30.8580	32.0783	33.2507	34.4797

TEAMSTERS LOCAL 214
FRIEND OF THE COURT SUPERVISORS

The first full pay period following:
April 1, 2007 (2.75%)

ACCOUNTING SUPERVISOR - FRIEND OF THE COURT

	Start	After 1st Year	After 2nd Year	After 3rd Year	After 4th Year	After 5th Year	After 6th Year
Approx. Annual	44,110	47,342	50,574	57,008	58,878	60,875	62,929
Hourly	21.2067	22.7606	24.3145	27.4078	28.3067	29.2666	30.2541

OFFICE SUPERVISOR

	Start	After 1st Year	After 2nd Year	After 3rd Year	After 4th Year	After 5th Year	After 6th Year
Approx. Annual	44,885	48,054	51,224	57,644	59,600	61,617	63,818
Hourly	21.5791	23.1030	24.6271	27.7136	28.6538	29.6237	30.6815

CASEWORK SUPERVISOR

	Start	After 1st Year	After 2nd Year	After 3rd Year	After 4th Year	After 5th Year	After 6th Year
Approx. Annual	45,622	48,791	51,961	59,510	62,037	63,704	65,953
Hourly	21.9335	23.4574	24.9814	28.6105	29.8257	30.6267	31.7081

F.O.C. ADMINISTRATIVE ASSISTANT, F.O.C. FINANCIAL ASSISTANT

	Start	After 1st Year	After 2nd Year	After 3rd Year
Approx. Annual	65,950	68,558	71,063	73,690
Hourly	31.7066	32.9605	34.1651	35.4279

TEAMSTERS LOCAL 214
FRIEND OF THE COURT SUPERVISORS

The first full pay period following:
April 1, 2008 (2.75%)

ACCOUNTING SUPERVISOR - FRIEND OF THE COURT

	Start	After 1st Year	After 2nd Year	After 3rd Year	After 4th Year	After 5th Year	After 6th Year
Approx. Annual	45,323	48,644	51,965	58,576	60,497	62,549	64,659
Hourly	21.7899	23.3865	24.9831	28.1615	29.0851	30.0714	31.0861

OFFICE SUPERVISOR

	Start	After 1st Year	After 2nd Year	After 3rd Year	After 4th Year	After 5th Year	After 6th Year
Approx. Annual	46,119	49,376	52,633	59,229	61,239	63,312	65,572
Hourly	22.1725	23.7383	25.3043	28.4757	29.4418	30.4384	31.5252

CASEWORK SUPERVISOR

	Start	After 1st Year	After 2nd Year	After 3rd Year	After 4th Year	After 5th Year	After 6th Year
Approx. Annual	46,876	50,133	53,390	61,146	63,743	65,455	67,767
Hourly	22.5367	24.1025	25.6684	29.3973	30.6459	31.4689	32.5801

F.O.C. ADMINISTRATIVE ASSISTANT, F.O.C. FINANCIAL ASSISTANT

	Start	After 1st Year	After 2nd Year	After 3rd Year
Approx. Annual	67,763	70,443	73,018	75,717
Hourly	32.5785	33.8669	35.1046	36.4022

TEAMSTERS LOCAL 214
FRIEND OF THE COURT SUPERVISORS

The first full pay period following:
April 1, 2009 (2.50%)

ACCOUNTING SUPERVISOR - FRIEND OF THE COURT

	Start	After 1st Year	After 2nd Year	After 3rd Year	After 4th Year	After 5th Year	After 6th Year
Approx. Annual	46,456	49,860	53,264	60,040	62,009	64,112	66,276
Hourly	22.3346	23.9712	25.6077	28.8655	29.8122	30.8232	31.8633

OFFICE SUPERVISOR

	Start	After 1st Year	After 2nd Year	After 3rd Year	After 4th Year	After 5th Year	After 6th Year
Approx. Annual	47,272	50,610	53,949	60,710	62,770	64,895	67,212
Hourly	22.7268	24.3318	25.9369	29.1876	30.1778	31.1994	32.3133

CASEWORK SUPERVISOR

	Start	After 1st Year	After 2nd Year	After 3rd Year	After 4th Year	After 5th Year	After 6th Year
Approx. Annual	48,048	51,387	54,725	62,675	65,337	67,092	69,461
Hourly	23.1001	24.7051	26.3101	30.1322	31.4120	32.2556	33.3946

F.O.C. ADMINISTRATIVE ASSISTANT, F.O.C. FINANCIAL ASSISTANT

	Start	After 1st Year	After 2nd Year	After 3rd Year
Approx. Annual	69,457	72,204	74,843	77,610
Hourly	33.3930	34.7136	35.9822	37.3123

TEAMSTERS LOCAL 214
FRIEND OF THE COURT SUPERVISORS

The first full pay period following:
April 1, 2010 (2.50%)

ACCOUNTING SUPERVISOR - FRIEND OF THE COURT

	Start	After 1st Year	After 2nd Year	After 3rd Year	After 4th Year	After 5th Year	After 6th Year
Approx. Annual	47,617	51,107	54,596	61,541	63,560	65,715	67,933
Hourly	22.8930	24.5705	26.2479	29.5871	30.5575	31.5938	32.6599

OFFICE SUPERVISOR

	Start	After 1st Year	After 2nd Year	After 3rd Year	After 4th Year	After 5th Year	After 6th Year
Approx. Annual	48,454	51,875	55,297	62,228	64,339	66,517	68,892
Hourly	23.2950	24.9401	26.5853	29.9173	30.9322	31.9794	33.1211

CASEWORK SUPERVISOR

	Start	After 1st Year	After 2nd Year	After 3rd Year	After 4th Year	After 5th Year	After 6th Year
Approx. Annual	49,249	52,671	56,093	64,242	66,970	68,769	71,197
Hourly	23.6776	25.3227	26.9679	30.8855	32.1973	33.0620	34.2295

F.O.C. ADMINISTRATIVE ASSISTANT, F.O.C. FINANCIAL ASSISTANT

	Start	After 1st Year	After 2nd Year	After 3rd Year
Approx. Annual	71,194	74,009	76,714	79,550
Hourly	34.2278	35.5814	36.8818	38.2451