12/31/99

AGREEMENT

Between

Genesee County

And

Local 214, Teamsters

Representing

Friend of the Court Supervisors

Genesee County

Effective January 1996 through December 1999

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1996 AGREEMENT
Between
Genesee County
And
Local 214, Teamsters
Representing
Friend of the Court Supervisors

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.

P R E A M B L E

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.

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 Administrative Assistant-FOC, FOC Financial Assistant, Office Supervisor, and Office Manager but EXCLUDING: all other employees.

Section 2

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

Section 3

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 staff or closely associated with the Judge. However, nothing contained in this Section shall be construed to limit the employees rights under this Agreement.

ARTICLE II - EMPLOYEE, UNION AND EMPLOYER RIGHTS

Section 1.

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.

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.

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.

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) days of the expiration of this Agreement.

Section 2.

Employees who are members of the Union shall after thirty (30) days of employment, as a condition of their continued employment, pay to the Union each month the dues which have been certified to the Employer by the 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.

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

Section 4.

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

Section 5.

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

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

Section 2.

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.

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.

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.

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 representatives as contained in the provisions of Article V, Section 2 and Article VI, Step II.

Section 6

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

ARTICLE V - SPECIAL CONFERENCES

Section 1

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

Section 2

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

Special conferences shall be scheduled within ten (10) working days after request is made. 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

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.

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.

An employee having a grievance in connection with his 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.

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

Section 4.

A grievance must be presented in writing by the Steward within ten (10) calendar 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) days prior to the date the grievance was first filed.

Step I

The employee shall first specify his 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 Personnel Director within five (5) working days after the Department Head's answer is due. The Personnel Director will then schedule a meeting or meetings at a mutually agreeable time to be attended by two (2) representatives of the 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 Personnel Director shall submit the Employer's final answer on the grievance to the Union within ten (10) calendar days following the date of the last Appeal Step meeting.

Step III

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

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

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

d. If the parties fail to agree upon an Arbitrator within ten (10) days from the date the Employer receives such request for arbitration, the Union may submit the matter to the Michigan Employment Relations Commission asking for selection of an

Arbitrator in accordance with its voluntary Labor Arbitration Rules then obtaining.

e. After designation of the Arbitrator, a hearing shall be held as soon as practical and the Arbitrator shall issue an Opinion and Award, both in accordance with said Rules. 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 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

It is understood by the parties that employees in this bargaining uni 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

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 personnel file within three (3) 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 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. Verbal counseling may be given in cases not justifying written disciplinary action. Should the disciplined employee or the Union consider any disciplinary action improper, the matter may be processed through the regular grievance procedure.

Section 3

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. The Employer will not take into account any counseling memorandums which occurred more than two (2) years previously.

Section 4

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

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

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. Current bargaining unit employees promoted or transferred to positions of a higher classification within the bargaining unit shall be considered a probationary employee for the first ninety (90) calendar days of their employment, with the understanding that absences from work shall extend the probationary period accordingly. During this ninety (90) day probationary period, the employee shall have the opportunity to voluntarily revert back to his/her former classification and former rate of pay, without loss of seniority. Also during this ninety (90) day probationary period, the Employer may return the employee to his former classification and rate of pay without loss of seniority if the Employer deems the employee to be unsatisfactory in the new position. 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

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

When an employee acquires seniority, his/her name shall be placed on the seniority list for the department (there are two (2) departments as defined in this contract: Friend of the Court and Friend of the Court Cooperative Reimbursement Divisions) by classification in the order of his 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

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

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

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 inability to give such notice.

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

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

ARTICLE IX - LAYOFF AND RECALL

Section 1

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

Section 2

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

a. When a specified classification within the two (2) departments spelled out in the contract for layoff purposes 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 regardless of department, 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 individual bargaining units to any other position within the Employer will retain bumping rights to the classification from whence the left to take said promotion, seniority permitting, utilizing as their seniority, for this purpose only, their previously accumulated total seniority in that classification and/or bargaining unit to which they are being recalled, provided they are capable of performing the available work.

Section 3

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

a. When the classification work force is to be increased after a layoff or when openings occur, employees on layoff status will be recalled by the department 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 t work upon making request to the Personnel 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

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) days prior to the expiration date of the original leave of absence except in those instances where it is not possible to meet the ten (10) day requirement; and such extension is approved by the Department Head.

Approval or denial shall be furnished in writing to the employee 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 reemployment is made within ninety (90) 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 work day 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 in such. 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 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 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 and Department, seniority permitting.

Section 6 - Union Business Leave

a. Not more than one (1) employee at any one time elected to any Union office or selected by the Union to do work which takes him from his 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 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 and Department, seniority permitting.

Section 7 - Educational Leave

a A seniority employee wishing to further his education in a job related field may be granted educational leave for a maximum of two (2) years. 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 and Department, 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 and Department, 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, also providing that any minor holidays which occur during the four (4) day period of bereavement leave shall be counted as one (1) or more of the days of the four (4) day bereavement leave, with the understanding that in no event will

the bereavement leave provided be extended as the result of a minor holiday. In addition, in cases where more than four (4) working days occur between the date of death and the funeral, the bereavement leave can be adjusted to encompass any four (4) consecutive, scheduled work days in conjunction with the funeral provided the employee attends the funeral. The immediate family for purposes of this section is defined as the employee's current spouse, child and step child.

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

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

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 Department Head within the above ten (10) day posting period.

Section 3

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

Section 4

The employee who is promoted shall be granted a ninety (90) 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) 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

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

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

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

Section 2

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

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

Section 3

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

> 2% of the annual rate upon completion of seven (7) years of continuous full time service.
>
> 4% of the annual rate upon completion of ten (10) years of continuous full time service.
>
> 6% of the annual rate upon completion of thirteen (13) years of continuous full time service.
>
> 8% of the annual rate upon completion of sixteen (16) years of continuous full time service.
>
> 10% of the annual rate upon completion of nineteen (19) years of continuous full time service.

Section 4

Time spent on military 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

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

Section 2

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

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 work day.

b. Periodically

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

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

Section 4

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

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

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

ARTICLE XIV - HOLIDAYS

Section 1

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

1996

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

1997

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

1998

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

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

1999

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

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

Section 2

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

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 4

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 (consistent with the provisions of Article XVII, Section 5 and 6).

-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 additional time off must be taken in accordance with the applicable provisions of Article XVI, Section 3(c).

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

Section 5

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

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

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 (130) hours or sixteen and one-fourth (16 1/4) days.

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

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

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

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

Section 3

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

Section 4

Regular, full time employees with an average regular work week of for (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 sick leave of absence, or during unpaid leaves of absence under Article XI.

Section 5

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

Section 6

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

Section 7

If any employee becomes ill and is under the care of a duly licensed physician or recognized practitioner during his vacation and the employee utilizes accumulated personal days or old sick 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

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

Section 9

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

ARTICLE XVI - LIFE INSURANCE COVERAGE

Section 1 - Active employees

Bargaining unit employees are eligible for $40,000 term life insurance policy on the first day of the month immediately following the completion of 520 hours of straight time employment. Effective January 1, 1997 the term life insurance policy shall be increased to $45,000.

Section 2 - Retirees

Life insurance for retirees is $10,000 for employees who retire on or after January 1, 1996; $8,500 for employees who retired on or after January 1, 1989 but before January 1, 1996; $7,500 for employees who retired on or after January 1, 1986, but before January 1, 1989; and $5,000 for employees who retired prior to January 1, 1986. The date of separation of employment shall be utilized for determining the proper benefit level.

ARTICLE XVII - DISABILITY INSURANCE COVERAGE
(formerly entitled Sick/Accident Provisions)

Section 1

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

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

Section 2

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

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

Section 3

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

Section 4

Seniority (reference Article IX, Section 1), and continuous service for the purpose of benefit accrual rates shall continue for an employee on authorized disability leave for the first thirty (30) calendar days of such leave. Upon return from a leave of absence lasting longer than thirty (30) days, an employee's seniority date benefit accrual rates and benefit dates will be adjusted forward to take into account the length of the employee's absence, provided, however, that the employee shall be given credit on his/her seniority date and benefit eligibility dates for the first thirty (30) calendar days of his/her absence.

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

multiple leaves of absence unless an employee returns to work for a period of fourteen (14) consecutive calendar days between the end of one (1) leave period and the commencement of another leave period, in which latter case the time period shall be calculated separately for purposes of this Section. This Section shall not apply to military leaves of absences.

Section 5

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

Section 6

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

Section 7

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

ARTICLE XVIII - WORKER'S COMPENSATION

Section 1

Employees shall report all injuries and illness arising directly from their County employment to their supervisor as soon as possible after the accident's occurrence using the forms required by the Genesee County Risk Management Office. If the injury is deemed compensable, the employee will receive the State mandated payment in accordance with statutory compensation levels. In addition, any employee with 520 straight time hours of service sustaining an occupational illness or injury shall be entitled to an amount when combined with the statutorily required compensation, will give the employee a total combined benefit of eighty percent (80%) of their then current gross regular straight time pay plus continuation of hospital/medical

insurance, optical insurance, dental insurance and life insurance benefits. Such supplemental payments will be paid in periodic installments at intervals of not more than thirty (30) days beginning with the initial payment received by the employee under Worker's Disability compensation provisions and ending no later than twenty-four (24) months thereafter. The employee shall be entitled to a maximum of twenty-four (24) months of supplemental payments for the same disability regardless of any intervening periods of employment. In addition, the rate of pay used to determine the supplemental rate of pay shall be the rate used by the State in determining the Worker's compensation payment. In the event the employee's claim, disputed or undisputed, is resolved by informal compromise settlement, redemption or any other term used to describe such payment, said payment shall be considered to include any accrued and future supplemental benefits. In addition, employees will not be entitled to receive both the County supplemental payment and a supplemental payment from the County's auto insurance carrier, if applicable. Accordingly, employees will be given the option of claiming one (1) of the above two (2) supplemental payments, but under no condition will they be eligible to receive both.

Section 2

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

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

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

Section 3

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

ARTICLE XIX - HOSPITAL/MEDICAL BENEFITS

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

The Employer agrees to provide Traditional Blue Cross/Blue Shield hospital/medical coverage as the standard plan for each full time employee hired prior to November 1, 1993 and their dependents. Employees have the option of selecting Blue Cross/Blue Shield Preferred Provider Organization (PPO) or a Health Maintenance

Organization (HMO) alternative through Health Plus of Michigan or Blue Care Network 5II (except as modified in Section 3 below). Employees selecting other than the standard plan shall pay, through payroll deduction, the amount by which the premiums for such coverage exceeds the Traditional Blue Cross/Blue Shield premiums.

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

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

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

The Employer agrees to provide Blue Cross/Blue Shield Preferred Provider Organization (PPO) coverage as the standard plan for each full time employee hired on or after November 1, 1993 and their dependents effective on the first day of the month immediately following the employee's completion of five hundred and twenty (520) straight time hours of employment. Employees have the option of selecting Traditional Blue Cross/Blue Shield or a Health Maintenance Organization (HMO) alternative through Health Plus of Michigan or Blue Care Network 5II (except as modified in Section 3 below). Employees selecting other than the standard plan shall pay, through payroll deduction, the amount by which the premiums for such coverage exceeds the Blue Cross/Blue Shield PPO premiums.

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

Section 3 - Prescription drugs and HMO effective July 1, 1996.
Prescription drug coverage shall include an employee co-pay no greater than five dollars ($5) per prescription.

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

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

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

Section 4

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

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

Section 5

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

ARTICLE XX - DENTAL BENEFITS

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

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

ARTICLE XXI - OPTICAL BENEFITS

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

Current optical benefits include, but are not limited to: one exam every 24 months with a $5.00 employee co-pay; lenses and frames every 24 months with a $7.50 employee co-pay for each; non-therapeutic contact lenses every 24 months not to exceed $35.00.

Effective October 1, 1997 the benefits described in the above paragraph shall be available every twelve (12) months instead of twenty-four (24). The Employer reserves the right to self-insure or seek alternative coverage.

ARTICLE XXII - PAID PERSONAL TIME

Employees initially are accorded fifty-six (56) hours of paid personal time after completion of 520 hours of straight time employment and thereafter on the occurrence of their current benefit date during each calendar year. The intended use of such time is for legitimate purposes as medical (doctor, dentist and short term illness), business, legal, or other personal matters. Approval must be obtained from the department prior to utilizing personal time on the standard Request for Time Off, P-130, except in emergency situations. In cases where multiple requests for personal days are received from employees, which cannot be granted due to efficiency of operations and/or staffing requirements, the department will honor said requests on a first come, first served basis; unless said requests are received on the same date, in which case seniority shall prevail. If not utilized, personal time will accumulate indefinitely and have no monetary value upon separation from employment with Genesee County for whatever reason.

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

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

ARTICLE XXIII - RETIREMENT BENEFITS

Section 1- BACKGROUND.

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

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

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

Multiplier- The retirement allowance factor for employees who retire prior to July 1, 1996 shall be 2.4 for the first 25 years and 1.0 for each year thereafter. The retirement allowance factor for employees who retire on or after July 1, 1996 shall be 2.4 for all years of credited service. The maximum portion of the retirement allowance financed by the Employer shall not exceed sixty five percent (65%) of the employee's final average compensation.

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

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

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

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

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

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

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

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

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

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

Medical benefits- Upon commencement of pension benefit payments, the Employer shall provide retirees with medical, dental and optical coverage, including any premium co-payments, equivalent to the coverage and premium co-payments which was in effect for the retiree at the time of separation of employment. If such coverage is not available for retirees, the Employer and Union will meet to negotiate an alternative. Retirees shall also be required to pay for Medicare Supplement Part B.

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

Miscellaneous Provisions

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

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

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

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

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

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

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

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

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

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

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

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

Contributions- Beginning July 1, 1996 and thereafter, the Employer will contribute ten percent (10%) of the employee's gross earnings each pay period into the employee's personal retirement account. The employee shall have the option of contributing either three percent (3%) of gross earnings or five percent (5%) of gross earnings depending upon which plan the employee chooses.

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

Medical benefits-

(1) The Employer shall provide retirees with medical, dental and optical coverage, including any premium co-payments, equivalent to the coverage and premium co-payments which was in effect for the retiree at the time of separation of employment. If such

coverage is not available for retirees, the Employer and Union will meet to negotiate an alternative. Retirees shall also be required to pay for Medicare Supplement Part B. Retiree dependents who are receiving medical, dental or optical benefits under this provision, shall continue to receive such benefits upon death of the retiree as long as the Beneficiary is otherwise eligible, pursuant to the terms and conditions of the carrier. Such benefits shall be provided:

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

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

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

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

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

Miscellaneous Provisions-

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

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

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

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

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

NEW PLAN PROVISIONS FOR NEW HIRES

Contributions- Beginning July 1, 1996 and thereafter, the Employer will contribute ten percent (10%) of the employee's gross earnings each pay period into the employee's personal retirement account. The employee shall have the option of contributing either three percent (3%) of gross earnings or five percent (5%) of gross earnings depending upon which plan the employee chooses.

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

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

Medical benefits

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

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

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

Miscellaneous Provisions

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

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

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

ARTICLE XXIV - LAYOFF BENEFITS

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

ARTICLE XXV - UNION BULLETIN BOARDS

Section 1

The Employer will provide 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

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

Section 1

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

ARTICLE XXVII - EDUCATIONAL REIMBURSEMENT

Section 1

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 completions 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 $1,000 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 bargaining unit employees is limited to $2,000 for the calendar year. If applications for reimbursement exceed this maximum limit, reimbursement shall be a first come, first served basis, in accordance with the date on which the application was received by the Personnel Department.

Section 2

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

Section 3

Upon completion of approved courses employees must submit to the Personnel Department an official copy of the grade report or similar official evidence of completion of the course, a receipt for tuition payment of the course and a copy of the approved application form. Tuition refund payment will be issued for approved courses within thirty (30) days of receipt of above documents. However, if any employee receiving educational reimbursement is terminated from County employment by virtue of discharge, resignations, or voluntary quit prior to expiration of a one (1) year period following the completion of the course(s) for which reimbursement was issued, they shall repay said reimbursement on the basis of 1/12 of the reimbursement for each month they are short of meeting this one (1) requirement.

ARTICLE XXVIII - SALARY RATES

Section 1

JANUARY 1,1996 (0%)

OFFICE MANAGER

	.8	.9	1 (A)	2 (B)	4 (C)	5 (D)	6 (E)
Approx. Annual	26,758	29,053	31,348	35,631	36,738	37,886	39,125
Hourly	12.8644	13.9678	15.0712	17.1301	17.6624	18.2144	18.8099

OFFICE SUPERVISOR

	.8	.9	1 (A)	2 (B)	4 (C)	5 (D)	6 (E)
Approx. Annual	32,498	34,793	37,088	41,737	43,152	44,613	46,206
Hourly	15.6241	16.7275	17.8309	20.0657	20.7463	21.4485	22.2144

CASEWORK SUPERVISOR

		.8	.9	1 (A)	2 (B)	4 (C)	5 (D)	6 (E)
Approx.	Annual	33,032	35,327	37,622	43,087	44,540	46,124	47,752
	Hourly	15.8807	16.9841	18.0874	20.7149	21.4135	22.1748	22.9579

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

		1 (A)	2 (B)	4 (C)	5 (D)
Approx.	Annual	47,750	49,638	51,453	53,355
	Hourly	22.9567	23.8645	24.7368	25.6512

OCTOBER 1,1996 (3.0%)

OFFICE MANAGER

		.8	.9	1 (A)	2 (B)	4 (C)	5 (D)	6 (E)
Approx.	Annual	27,561	29,925	32,288	36,700	37,840	39,023	40,298
	Hourly	13.2504	14.3869	15.5233	17.6440	18.1922	18.7609	19.3742

OFFICE SUPERVISOR

		.8	.9	1 (A)	2 (B)	4 (C)	5 (D)	6 (E)
Approx.	Annual	33,473	35,837	38,201	42,989	44,447	45,951	47,592
	Hourly	16.0929	17.2293	18.3658	20.6676	21.3687	22.0920	22.8809

CASEWORK SUPERVISOR

		.8	.9	1 (A)	2 (B)	4 (C)	5 (D)	6 (E)
Approx.	Annual	34,023	36,387	38,750	44,380	45,876	47,507	49,185
	Hourly	16.3571	17.4936	18.6300	21.3364	22.0559	22.8400	23.6466

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

		1 (A)	2 (B)	4 (C)	5 (D)
Approx.	Annual	49,182	51,127	52,996	54,955
	Hourly	23.6454	24.5805	25.4789	26.4208

JANUARY 1,1998 (3.0%)

OFFICE MANAGER

		.8	.9	1 (A)	2 (B)	4 (C)	5 (D)	6 (E)
Approx.	Annual	28,388	30,822	33,257	37,800	38,975	40,193	41,507
	Hourly	13.6479	14.8185	15.9890	18.1733	18.7380	19.3237	19.9554

OFFICE SUPERVISOR

		.8	.9	1 (A)	2 (B)	4 (C)	5 (D)	6 (E)
Approx.	Annual	34,477	36,912	39,347	44,278	45,780	47,330	49,020
	Hourly	16.5757	17.7462	18.9168	21.2876	22.0098	22.7548	23.5673

CASEWORK SUPERVISOR

		.8	.9	1 (A)	2 (B)	4 (C)	5 (D)	6 (E)
Approx.	Annual	35,043	37,478	39,913	45,711	47,253	48,932	50,660
	Hourly	16.8478	18.0184	19.1889	21.9765	22.7176	23.5252	24.3560

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

		1 (A)	2 (B)	4 (C)	5 (D)
Approx.	Annual	50,658	52,661	54,586	56,604
	Hourly	24.3548	25.3179	26.2433	27.2134

JANUARY 1,1999 (4.0%)

OFFICE MANAGER

		.8	.9	1 (A)	2 (B)	4 (C)	5 (D)	6 (E)
Approx.	Annual	29,523	32,055	34,587	39,312	40,534	41,801	43,167
	Hourly	14.1938	15.4112	16.6286	18.9002	19.4875	20.0966	20.7536

OFFICE SUPERVISOR

		.8	.9	1 (A)	2 (B)	4 (C)	5 (D)	6 (E)
Approx.	Annual	35,856	38,388	40,921	46,049	47,612	49,223	50,981
	Hourly	17.2387	18.4560	19.6735	22.1391	22.8902	23.6650	24.5100

CASEWORK SUPERVISOR

		.8	.9	1 (A)	2 (B)	4 (C)	5 (D)	6 (E)
Approx.	Annual	36,445	38,977	41,510	47,540	49,143	50,890	52,687
	Hourly	17.5217	18.7391	19.9565	22.8556	23.6263	24.4662	25.3302

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

		1 (A)	2 (B)	4 (C)	5 (D)
Approx.	Annual	52,684	54,768	56,769	58,868
	Hourly	25.3290	26.3306	27.2930	28.3019

Section 2

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

Section 3

On the employee's anniversary date (normally the employee's seniority date unless they have been promoted, on leave 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 sick/accident leave of absence who have at least five (5) full years goes on authorized sick/accident leave status. Employees who have at least one (1) full year of service but not more than five (5) full years of service shall be provided a maximum of six

(6) months of hospital/medical coverage in accordance with the above provisions.

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

c. Employees will also be permitted the option of continuing present hospital/medical coverage at their own expense while on authorized Union Business Leave, educational leave and personal leave for a maximum of twelve (12) months, beginning with the first day such employee goes on said authorized leave. Employees on authorized sick 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 Personnel Department in the form of a check or money order by the 15th of each month, or coverage will cease.

d. The above provisions (Paragraphs "a", "b" and "c" above) concerning continuation of hospital/medical coverage shall be applicable to Term Life Insurance coverage, 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 utilized for computing longevity payments.

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

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

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

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

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

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

ARTICLE 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) days in advance t 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.

ARTICLE XXXIII - SAVINGS CLAUSE

Section 1

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

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

Section 1

This Agreement shall be effective on 22 day of March, 1996 and shall remain in full force and effect until the 31st day of December, 1999. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing at least sixty (60) days prior to the 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) 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) 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:

Randy McCormick

Anthony F. Marsh 3/22/96

FOR THE EMPLOYER/Date:

JHR 3-22-96

James Rundell 3/22/96