

LABOR AGREEMENT

Between

GENESEE COUNTY

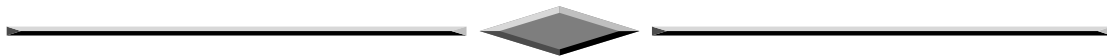
And

LOCAL 496 CHAPTER 03

Affiliated with Council #25 of the

**AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES (AFL-
CIO)**

Effective: January 19, 2016 - December 31, 2018



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PREAMBLE

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

The parties subscribe to the principle of equal opportunities and shall share equally the responsibilities for applying the provisions of this Agreement without discrimination as to age, sex, marital status, race, creed, 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 the 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

Section 1 - Collective Bargaining Unit

The Employer recognizes the Union as exclusive representative of all full time and regular part time storm drain maintenance personnel classified as heavy and light equipment operators and laborers for the Genesee County Drain Commissioner, excluding all supervision and clerical personnel.

Section 2 - New Classifications

New classifications may be established by the Employer for bargaining unit work. The Employer will state the nature of the work to be performed and establish a rate for same, and shall so advise the Union in writing. Any new positions established by the Employer will be posted in accordance with the terms of this Agreement. Hereinafter should the Union disagree regarding wages, hours, or conditions of employment of such new classification the matter may be referred to Step IV of the Grievance Procedure.

ARTICLE II - UNION DUES

Section 1 - Dues

Employees who are members of the Union may voluntarily elect to have the employer deduct Union dues and fees from their pay through payroll deduction. The Employer agrees to deduct Union dues uniformly required each pay period for those employees who voluntarily elect to have the Employer make such deductions and who execute a form prepared by the Employer. 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 Financial Officer of the Union.

Section 2 - Hold Harmless

With regard to the above Section 1 the Union hereby agrees to hold the Employer harmless from any and all liability that may arise in consequences of the application of such clauses. Any requests by employees for actual or alleged overpayments shall be made directly to the Union through its Treasurer, within two (2) weeks of the over-payment.

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

ARTICLE III - MANAGEMENT RIGHTS

Section 1 - Public Acts

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

Section 2 - Rights

The Employer, on its own behalf and on behalf of the public it serves, hereby retains and reserves unto itself, and its designated representatives when so delegated by it, all powers, rights, duties and responsibilities conferred upon and vested in it by the laws and Constitution of the State of Michigan and the United States. Among the rights of the Employer, included only by way of illustration and

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

ARTICLE IV - REPRESENTATION

Section 1 - Purpose

All employees covered by this Agreement shall be represented for the purpose of grievance procedure and negotiating by a Bargaining Committee to be chosen by the Union.

Section 2 - Bargaining Committee

The Bargaining Committee shall be composed of one (1) employee selected by the Union, who will be designated as Chairman.

Section 3 - Wages Paid

The Employer will pay for working time lost during regular working hours for one (1) employee involved in negotiations for a new contract.

Section 4 - Normal Discussion Time

Normally discussion and settlement of grievances when they do arise will be handled by the Steward during the last hour of the work day without loss of pay, but in cases of emergency requiring immediate action, they will be discussed at time of occurrence.

Section 5 - Identification of Union Representatives

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

Section 6 - Visitation

International and Council Executive Officers of the Union and/or their representatives are authorized to represent the Union at Step V, of the Grievance Procedure. The President of the Local Union, if not employed by the Employer will be permitted to attend meetings between the Committee and Management.

Section 7 - Steward Grievance

Any Steward or alternate having an individual grievance in connection with his/her own work may ask for an officer of the Union to assist in adjusting the Grievance with his or her supervisor.

ARTICLE V - GRIEVANCE PROCEDURE

Section 1 - Understanding

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

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

Section 2 - Processing

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

Section 3 - Grievance Procedure

A grievance must be presented in writing by the Steward within twenty (20) calendar days after its occurrence in order for it to be a proper matter for the grievance procedure.

Step I

The employee shall first specify his grievance orally to their Supervisor. Thereafter, the employee may discuss the grievance with their Supervisor and or the Steward may be requested by the employee to discuss the grievance with the Supervisor.

Step II

If not resolved in this manner, it shall be submitted in written form, signed by the employee and presented to the Supervisor. The Supervisor shall answer said grievance within three (3) working days of receipt of same.

Step III

If not resolved in this manner, it shall be submitted in written form, signed by the employee and presented to the Drain Maintenance Superintendent within five (5) working days after the Supervisor's answer is due. The Drain Maintenance Superintendent shall answer said grievance within five (5) working days of receipt of same.

Step IV

If the grievance is not satisfactorily resolved above, it may be appealed to the Drain Commissioner or his/her designee within five (5) working days from the date the Drain Maintenance Superintendent's answer is due. Thereafter, the Drain Commissioner or his/her designee will schedule a meeting with the Union Representatives to be held within five (5) working days of receipt of the grievance. The Drain Commissioner or his designee will render his decision in writing within five (5) working days after the above meeting.

Step V

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

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

Step VI

- (a) All requests to submit a grievance to arbitration shall be delivered in writing to the Human Resources Director and shall state the precise issue to be decided and any specific portions of the Agreement which are claimed to be violated. If not so requested within a fourteen (14) calendar day period from the date of the Human Resource Director's written answer, the matter shall be considered settled on the basis of said last disposition.
- (b) No more than one grievance or dispute may be submitted in one arbitration proceeding except by mutual agreement of the parties.
- (c) If the parties are utilizing a mutually agreeable list of arbitrators, Human Resources will advise the AFSCME Council 25 servicing representative the name of the assigned arbitrator. The AFSCME Council 25 servicing representative must notify the arbitrator no later than thirty (30) calendar days after the arbitrator is assigned by Human Resources. Failure to notify the arbitrator within thirty (30) calendar days shall cause the grievance to be settled based on the Employer's last disposition.

If the parties are not utilizing a mutually agreeable list of arbitrators, the AFSCME Council 25 servicing representative may submit the matter to the American Arbitration Association (AAA) asking for selection of an Arbitrator in accordance with its voluntary Labor Arbitration Rules. Within thirty (30) calendar days of requested arbitration to the Human Resources Director, the AFSCME Council 25 servicing representative must notify the American Arbitration Association (AAA) to request a list of seven (7) arbitrators. Failure to notify AAA within thirty (30) calendar days of requested arbitration shall cause the grievance to be settled based on the Employer's last disposition. If an Arbitrator is not mutually agreed to by the parties from such list, the parties shall alternately strike names from the list until one name remains. The Union shall have the first strike.

- (d) 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. His/her decision shall be final and binding on the parties and the employee(s) involved, subject to any law or governmental regulations applicable thereto, including those under the authority of Genesee County.
- (e) The Arbitrator's fee, his/her travel expenses, the filing fee and the cost of any room or facilities shall be borne equally by the parties, but the fees and wages of representatives, counsel witnesses or other persons attending the hearing shall be borne by the party incurring them.
- (f) The Arbitrator shall have no power to add to, subtract from, or modify, any of the terms of this Agreement. Neither shall he or she have power to establish or change any classification wage rate, to rule on any claim arising under an Insurance Policy or Retirement Claim or dispute, or to issue a ruling modifying any matter covered by a Statute or Ordinance.

Section 4 - Time Limits

If at any point Step I through VI are not followed within the time limits specified the matter will be considered settled based on the Employer's last answer.

ARTICLE VI - DISCIPLINARY PROCEDURES

Section 1 - Just Cause/Record

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

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

Section 2 - Leaving Premises

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

Section 3 - Impact of Loss of Seniority Letter

The application of the provisions of Article VIII, Section 5(c), are not to be construed as limiting the application of discipline with regard to absence without reasonable cause.

ARTICLE VII - COUNSELING MEMORANDUMS

The Employer, at their option, may utilize verbal counseling in cases not justifying disciplinary action. The written record of verbal counseling shall be identified as a counseling memorandum, and shall be tendered to the employee and shall be entered in the employee's personnel file. Counseling memorandums shall not be construed as disciplinary action and are not subject to the Grievance Procedure.

Employees receiving counseling memorandums shall have the right to submit a written statement (up to five (5) sheets of 8 1/2 by 11 inch paper) explaining his or her position concerning the counseling memorandums, which will become a permanent part of the file and will be included whenever the file is displayed to a third party. The employee's written statement shall be attached to the counseling memorandum. Should the counseling memorandum be removed from the file, the employee's written statement shall also be removed.

ARTICLE VIII - SENIORITY

Section 1 - Probationary Period

New employees hired in the unit shall be considered as probationary employees for the first one thousand forty (1040) straight-time hours (twenty-six (26) weeks) of their employment, with the understanding that absences from work, other than paid holiday and paid, prior approved personal or vacation time, shall extend the probationary period accordingly. Upon completion of this probationary period, the employee shall acquire seniority dated back twenty-six (26) weeks from the date he or she completed the probationary period.

Section 2 - Probationary Employee Representation

There shall be no seniority among probationary employees. The Union shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment as set forth in Article I of this Agreement. However, the Union shall not represent probationary employees who have been disciplined or discharged unless said discipline or discharge was for Union activity.

Section 3 - Acquiring Seniority

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

Section 4 - Seniority List

- (a) Seniority shall not be affected by the race, color, creed, age, sex, marital status, religion, disability, national origin, height, or weight of the employees.
- (b) 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.
- (c) The Employer will keep the seniority list up to date at all times and will provide the Local Union upon request up to date copies at least every six (6) months.

Section 5 - Loss of Seniority

An employee shall lose their seniority for the following reasons only:

- (a) The employee quits, retires, or receives a pension under the Genesee County Retirement System.
- (b) The employee is discharged and the discharge is not reversed.
- (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 his/her unreported absence, he/she is considered to have resigned (voluntary quit) and is no longer in the employ of Genesee County. In proper cases, exceptions shall be made upon the employee producing convincing proof of his/her inability to give such notice.

- (d) If the employee does not return to work on the date specified for recall from layoff as set forth in the recall procedure. In proper cases, exceptions shall be made upon the employee producing convincing proof of his/her inability to return as required.
- (e) If the employee does not return from disability leave, leaves of absence, vacation or disciplinary suspension. In proper cases, exceptions shall be made upon the employee producing convincing proof of his/her inability to return as required.
- (f) If the employee is laid off for a continuous period of five (5) years or the length of his/her seniority, whichever is less.
- (g) The employee has been on disability leave for a period of five (5) years or for a period of time equal to the length of his/her seniority at the time such disability leave commences, whichever is less.
- (h) The employee has been on Workers' Compensation leave for a period of five (5) years or for a period of time equal to the length of his/her seniority, at the time such Workers' Compensation leave commences, whichever is less.

Section 6 - Chairman Seniority

Notwithstanding the Steward's position on the seniority list, the Steward shall, in the event of layoff of any type, be continued at work as long as there is a job in the Steward's classification which the Steward can perform and shall be recalled to work in the event of a layoff on the first open job classification which the Steward can perform.

Section 7 - Transferring from Bargaining Unit

Current and/or former employees transferred out of the bargaining unit to a supervisory position with the Drain Commissioner shall accumulate bargaining unit seniority for all purposes for one (1) calendar year from the date of transfer; and thereafter their bargaining unit seniority shall be frozen at its then current level and shall not continue to accumulate.

Effective upon ratification of the contract by the Genesee County Board of Commissioners (May 9, 2006) current and/or former employees transferred out of the bargaining unit shall have their bargaining unit seniority frozen at its then current level and not continue to accumulate.

ARTICLE IX - LONGEVITY COMPENSATION

Section 1 - Compensation Period

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

Section 2 - Continuous Service Definition

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

Section 3 - Longevity Increments

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

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

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

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

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

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

For employees hired by the County or Court Employer on or after May 24, 2005, but before March 23, 2011, longevity compensation will be paid to employees who have served the equivalent of seven (7), ten (10), thirteen (13), sixteen (16) and nineteen (19) years of service. Longevity increments shall be calculated as follows:

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

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

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

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

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

For employees hired on or after March 23, 2011, there shall be no longevity.

Section 4 - Military Leaves

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

ARTICLE X - LAYOFF AND RECALL

Section 1 - Definition

The word "layoff" means a reduction in working force due to a decrease of work or limitations in funds.

Section 2 - Layoff Procedure

When the Employer deems it necessary to layoff employees the following layoff procedures will be followed:

Probationary employees will be laid off first within the bargaining unit. The Employer will then determine the classifications being reduced within the bargaining unit. Thereafter, seniority employees within the affected classifications will be laid off according to seniority provided the employees being retained are able to perform the available work. However, it is understood by the parties that in application of this section, employees in higher rated classifications may filter downward in line with their seniority upon application, but in no event will employees in lower rated classifications filter upward to positions in higher rated classifications. Employees who transfer to a lower rated classification under this provision will be compensated at the rate of the lower classification.

In addition, it is mutually agreed by the parties that no temporary employees (reference Article XV, Section 2) will be retained if seniority employees are laid off.

Section 3 - Notification of Layoff

Employees to be laid off for an indefinite period of time will have at least seven (7) calendar days' notice of layoff. The local Union shall receive a list from the Employer of the employees being laid off on the same date the notices are issued to the employees.

Section 4 - Recall

- (a) When the work force is to be increased after a layoff, employees will be recalled according to the 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 personal contact, telephone call or written communication; but in any event will be confirmed by certified mail to the employee's last known address.
- (c) Employees will be granted up to five (5) working days to return to work upon request.

Section 5 - Working out of Classifications

The Employer will not use an employee in a classification in which he/she is not classified if another employee is laid off therefrom, except in the case of emergency.

ARTICLE XI - PROMOTIONS

Section 1 - Factors Governing Promotions

All promotions of employees to permanent vacancies in higher paid classifications within the bargaining unit will be governed by the following factors:

- (a) The employee meets the required knowledge, training, qualifications and ability for the position as specified in the established job description, and considering the specific function of the vacancy.
- (b) The personnel record of the employee, attendance records, performance evaluations, and the interview process.
- (c) The employee must be able to perform the essential functions of the job either with or without reasonable accommodation.

- (d) The most senior applicant who meets the minimum qualifications shall be awarded the trial period unless the Department Head can establish that the selected applicant is more highly qualified for the vacancy.

Section 2 - Posting Period

Promotional vacancies of a permanent nature will be posted initially in a conspicuous place in the work area for seven (7) working days.

Section 3 - Requests for Promotion

The Employer will not be obligated to consider a request for promotion from a seniority employee unless the employee submits a request during the posted period in writing. However, a co-worker may submit a request for a fellow employee within the seven (7) working days period if it is impossible for that employee to be aware of the vacancy.

Section 4 - Trial Period Length

The employee who is promoted shall be granted ninety (90) calendar days trial period to prove he/she is capable of performing the work.

Section 5 - Trial Period Return to Former Position

During the trial period the employee shall have the opportunity to voluntarily revert to their former classification and former rate of pay without loss of seniority. At any time during the trial period, if the Employer determines that the employee is unsatisfactory in the new position, the Employer shall have the right to return the employee to their former classification and former rate of pay without loss of seniority.

Section 6 - Rate of Pay

In the event that an employee is promoted, the employee shall receive the rate of the new classification at the earliest step which will result in an increase in salary rate.

Section 7 - Emergency Vacancies

Emergency vacancies in a higher paid classification of a duration of thirty (30) working days or less may be filled by the Employer without regard to the provisions of this Article.

Section 8 - New Hires

All promotional vacancies not filled by the above procedure may be filled by newly hired employees.

ARTICLE XII - WORK DAY AND WEEK

Section 1- Work Day

The work day for any employee covered hereby begins at midnight and runs for twenty-four (24) hours thereafter. The starting time of all shifts will be at such time as the Employer shall designate. Notice will be posted two (2) weeks in advance of any changes made in the starting time.

Based on existing conditions, employees' regular workweek shall be Monday through Friday, 7:00 a.m. to 3:30 p.m.

Section 2 - Work Week

The work week will commence at 12:00 a.m. Saturday and continue for one hundred sixty eight (168) hours thereafter. The Employer agrees that if the Employer establishes a second shift it will negotiate with respect to a shift premium for that shift.

Section 3 - Shift Schedules

Shift schedules, whether continuous or otherwise, may be made and changed, but split shifts will be established only in emergencies. Work performed on any part of a split shift will be considered as a call-in.

Section 4 - Notification Reporting - Supplementary to Regular Shift

Any Employee who is required to report at the beginning of a supplementary regular scheduled shift, which begins prior to the shift to which the employee is then assigned will be notified as far in advance as possible but not later than the day before the assignment to the new shift.

Section 5 - Reporting Pay

Employees who are scheduled for work and are permitted to report for work without having been notified that there will be no work shall receive four (4) hours pay at their regular hourly rate.

Employees called into work on a day other than a regularly scheduled work day will receive a minimum of two (2) hours pay paid at the overtime rate for time spent on the job.

ARTICLE XIII - WAGES AND RATES

Section 1 - Wage Rates & Classifications

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

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

Section 2 - Pay Step Advancement Date

On the employee's "anniversary date" normally the seniority date (unless the employee has been promoted, on leave or layoff) each year, the employee will be advanced to the next step of their classification provided their performance has been rated satisfactory.

ARTICLE XIV - ATTENDANCE

Regular attendance is mandatory for continued employment with Genesee County. In addition to regular attendance all employees are required to report for work promptly at their scheduled starting time, and must remain at work until the close of their work shift. It is the responsibility of the employee to extend proper notification to their department and to obtain permission to be absent from work from designated department supervision. Employees not reporting for work shall notify the designated individual(s) in their department as far in advance as possible but no later than one-half (1/2) hour after the start of the shift.

ARTICLE XV - OVERTIME

Section 1 - Premium Pay

All employees covered hereby shall be subject to call for overtime work and shall report for such work when directed to do so. In cases of illness, and for other good and sufficient reasons, an employee will be excused by the head of the division. Overtime work will be compensated on the following basis:

- (a) Time and one-half (1 1/2) will be paid for all work performed over an eight (8) hour workday or an eighty (80) hour biweekly pay period. Time and one-half (1 1/2) will be paid for all hours worked on a Sunday.

- (b) If called prior to their regular shift, an employee will be guaranteed the right to work his/her entire scheduled shift.

Section 2 - Temporary Employees

The Union recognizes that the nature of the Employers' work and the seasons during which it must be performed are such that temporary employees are necessary during the peak period in the summer months. The Union further recognizes that it is necessary to use such temporary employees on work where they can be closely supervised in order to obtain their optimum use. The Employer, agrees that it will be its policy, without prejudice to its requirements under the foregoing principles, to use as many regular employees on such work as is practicable when such assignment does not interfere with other work to be performed. However, when Saturday, Sunday or holiday work is scheduled, the Employer will offer same to regular employees in preference to temporary employees wherever practicable. Overtime assignments under this section shall be subject to the grievance procedure where the employee claims that the intent of this section has been violated.

Section 3 - Overtime Equalizing

Overtime hours will be equalized to the fullest extent practicable among all employees. The Drain Supervisor will equalize overtime on a fair and equitable basis and will post status monthly. If called for overtime and the employee is home, the employee will be charged with said overtime. If called for overtime and the employee is not home, the employee will not be charged with said overtime.

ARTICLE XVI - EDUCATIONAL REIMBURSEMENT

Section 1 - Program Parameters

Full time seniority employees will be reimbursed for tuition and fees for approved coursework in accordance with the following provisions:

- a. Class attendance and homework assignments must be completed on the employee's own time and not during working hours. In addition, employees are prohibited from utilizing break periods and/or lunch periods to attend class for which they are requesting to receive educational reimbursement. Employees will be permitted to utilize vacation, personal and/or compensatory time to attend class when authorized to do so by their Department.
- b. Employees must be full time and on the active employment rolls at the beginning of the course, during the course, and at the completion of the course. Probationary employees are excluded from applying and being reimbursed.

- c. Coursework must be taken through an accredited college or educational institution, and must be job related. It is the understanding of the parties that the term "job related" will also encompass coursework taken by the employee in order to provide that employee with the necessary academic training to qualify for regular promotional opportunities within the established County-wide promotional system.
- d. Seminars and workshops are excluded.
- e. Employees must satisfactorily meet academic requirements ("C" or equivalent for all undergraduate coursework, and "B" or equivalent for all graduate coursework).
- f. Reimbursement per employee is limited to \$1000.00 for approved courses which end in those calendar years. In no instance will a refund exceed the employee's actual expenditures, nor will reimbursement be issued for expenses also being reimbursed through other sources (i.e., scholarships, G.I. Bill, etc.). Fees and payments for books, supplies, transportation, parking, meals, recreational activities and graduation are excluded. Total reimbursement for all AFSCME Local 496-03 employees is limited to \$4,000 for the calendar year. If applications for reimbursement exceed this maximum limit, reimbursement shall be on a first come first served basis, in accordance with the date on which the application was received by the Human Resources Department.

Section 2 - Application Process

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

Section 3 - Reimbursement Process

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

ARTICLE XVII - VACATIONS

Section 1 - Eligibility/Requests

Vacation leave can be used only after the employee has served at least 1040 straight time hours. Use of vacation time can only be scheduled with the Superintendent's prior approval who will consider the wishes of the employees as well as efficient operation of the department concerned. Such vacation time must be taken in eight (8) hour increments.

Section 2 - Vacation Accumulation

Vacation may be cumulative, but employees may not accumulate more than one and one-half (1 1/2) times their annual accrued vacation leave at any one time.

Section 3 - Benefit Upon Termination

Upon termination of employment due to resignation, retirement or dismissal, an employee shall be compensated in wages for all unused vacation leave, through date of termination that such employee accrued in the current service year, pro-rated after the first six (6) months of employment.

Employees shall be compensated in wages for all unused accumulated vacation leave at 100% for the first 200 vacation hours and at 55% for any hours over 200 vacation hours.

Section 4 - Vacation Accrual

After six (6) months of service with Genesee County, full time employees are entitled to forty-five (45) hours of vacation leave. Vacation shall accrue at the rate of:

Nine (9) hours for each 208 hours of work after six (6) months of service.

Thirteen (13) hours for each 208 hours of work after five (5) years of service.

Seventeen (17) hours for each 208 hours of work after ten (10) years of service.

This vacation period may be taken in no less than eight (8) hour increments with prior written approval. Vacation time shall not accumulate during the period of time any employee is absent from work without pay or during a disability leave of absence, or during unpaid leaves of absence under Article XXVI.

Section 5 - Pay Rate

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

Section 6 - Preference by Seniority

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

Section 7 - Illness During Vacation

If any employee becomes ill and is under the care of a duly licensed physician, or recognized practitioner during their vacation and the employee utilizes accumulated personal days, the employee's vacation for the number of days sick shall be rescheduled.

Section 8 - Advance Vacation Checks

If a regular payday or paydays falls during an employee's scheduled vacation, the employee will receive their check or checks in advance, provided the employee has requested payment in writing three (3) weeks prior to the start of the pay period preceding their vacation.

Section 9 - Holiday During Vacation

When a holiday, observed by the Employer, falls during an employee's scheduled vacation, the holiday will be allowed and a vacation day need not be used.

Section 10 - Payment in Case of Death

In conformance with MCL 408.480, the Employer shall pay the wages and fringe benefits including accumulated vacation pay due a deceased employee to one or more of the following persons in the priority listed: The deceased employee's surviving spouse, the deceased employee's surviving children, the deceased employee's surviving mother or father, the deceased employee's surviving sister or brother, unless the employee has established a designee or designees by a signed statement filed with the Employer before the employee's death, and letters of administration are not required to be issued for the estate of the deceased employee; in which case the Employer shall make those payments to the designee or designees in the signed statement.

Payment in this manner shall be a full discharge and release of the Employer from the wages and fringe benefits due and owing the deceased employee.

Section 11 - Vacation Cash-In

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

Payment will be made no later than November 15th. Payment shall be made at the rate of fifty-five percent (55%) of the total amount. Payment shall be by separate check and shall be considered regular wages for tax purposes only.

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

ARTICLE XVIII - HOLIDAY PAY

Section 1 - Holiday Schedule

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

New Year's Day	Veteran's Day
Martin Luther King Day	Thanksgiving Day
President's Day	Friday after Thanksgiving Day
Good Friday	Day before Christmas
Memorial Day	Christmas Day
Independence Day	Day before New Year's Day
Labor Day	

Section 2 - Holiday Eligibility

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

- (a) In order to qualify for holiday pay, the employee must have completed five hundred twenty (520) straight time hours with Genesee County;
- (b) The employee must work his or her scheduled hours on both his or her scheduled day before the holiday and on his or her first scheduled day after the holiday or be on an authorized normally paid leave;
- (c) The employee must not be on a layoff;

- (d) The employee must not be suspended for disciplinary reasons;
- (e) An employee who is scheduled to work on a holiday but fails to report for work, unless otherwise excused, shall not be entitled to holiday pay.

Section 3 - Holiday Celebration

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

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

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

Section 4 - Non-Worked Holiday Pay

Eligible full-time employees who perform no work on a holiday shall be paid their regular holiday pay of eight (8) hours times their current hourly rate of pay except those holidays designated as a non-paid furlough holiday as provided in Article XXIX, Section 1.

Section 5 - Worked Hours Holiday Pay

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

Employees who are eligible for holiday pay and who are required to work on a minor holiday will be paid straight-time rate of pay for hours worked on the holiday in addition to holiday pay.

Section 6 - Computing Overtime Pay - Holiday Pay Impact

For the purpose of computing overtime, all holiday hours (worked or not worked) 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.

Section 7 - Holiday During Vacation Impact

When a holiday, observed by the Employer, falls during an employee's scheduled vacation, the holiday will be allowed and the vacation day will not be counted.

ARTICLE XIX - DISABILITY INSURANCE COVERAGE

Section 1 - Benefit Limits

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

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

Short-term disability benefits will commence after completion of a twenty-one (21) day calendar day waiting period. Eligible employees receive sixty (60%) percent of the employee's regular weekly wage rate up to a maximum of \$425.00 per week, for up to twenty-six (26) weeks. Employees will be required to exhaust accumulated personal and vacation time prior to going without pay if the disability leave is also a qualified FMLA leave. However, the employee may reserve up to twenty-eight (28) hours of personal time and up to forty (40) hours of vacation time by signing the approved form at the time of application. Employees are not eligible to receive any other pay, including, but not limited to, holiday pay during the waiting period.

Long-term disability benefits commence after twenty-six (26) weeks, or upon proper certification of a permanent disability, whichever comes first. Eligible employees receive a monthly allowance of sixty percent (60%) of the employee's regular monthly wage rate up to a maximum of \$1800.00 per month.

Section 2 - Application For Benefits

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

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

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

Section 3 - Seniority During Disability Leave

Seniority (reference Article VIII, Section 1), and continuous service for the purpose of benefit accrual rates shall not continue for an employee on authorized disability leave except for the first thirty (30) calendar days of such leave.

Employees shall not be permitted to accept employment elsewhere while on disability leave. Acceptance of employment or working for another Employer while on such leave shall result in immediate termination of County employment.

Section 4 - Return From Disability Leave

Prior to return to work, the employee shall provide to Human Resources a statement from the health care provider specifying the employee's ability to return to their normal assigned duties. The Employer may require the employee to be examined by a designated health care provider prior to their being allowed to return to work. An employee returning from disability leave must confirm the return to work by notifying the employee's department one (1) workday prior to the scheduled return to work.

Section 5 - Administration

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

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

disability and shall submit to physical examinations at reasonable intervals by health care providers designated by the insurance company.

Section 6 - Carriers

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

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

ARTICLE XX - HEALTH INSURANCE

Section 1 - Hospital/Medical

The Employer will provide two PPO plans (a Blue Cross/Blue Shield PPO and a HealthPlus of Michigan PPO plan) with substantially similar plan designs for each eligible full-time employee including spouse and dependents. In addition, a HealthPlus of Michigan HMO will be provided. Until such time as the County implements said coverage, employees shall maintain the coverage they had prior to ratification.

Coverage is effective on the first day of the month immediately following the employee's completion of five hundred and twenty (520) straight-time hours of employment.

Employees have the option of selecting available hospital/medical coverage plans at the time of hire or during open enrollment.

Employee contributions to health care (including prescription drugs) shall be subject to PA 152 of 2011 on a pre-tax basis. Premiums are paid on a pre-paid basis with employee contributions being withheld during the month prior to the coverage period. Should, for any reason, employees are not required to pay the employee contributions required under PA 152 of 2011, employees shall be required to pay, on a pre-tax basis, 20% of the applicable premium and/or illustrative rate for medical and prescription coverage.

The table below outlines the basic point of service cost sharing provisions of the current Blue Cross/Blue Shield PPO and HealthPlus of Michigan PPO plan designs. Actual benefit provisions are dictated by each carrier/administrator and can be found in the plan benefit summaries.

		In-Network	Out-of-Network
Deductibles	Individual	\$250	\$500
	Family	\$500	\$1,000
Out-of-Pocket Maximums (includes deductible, excludes co-pays)	Individual	\$1,000	\$2,000
	Family	\$2,000	\$4,000

Lifetime Maximum		unlimited	
Hospital	Inpatient	20% after deductible	40%after deductible
	Outpatient	20% after deductible	40% after deductible
Physician	Preventive Care	0%	40% after deductible
	Primary Care	\$20 Co-pay	40% after deductible
	Specialist	\$20 Co-pay	40%after deductible
Emergency	Hospital	\$150 Co-pay*	\$150 Co-pay*
	Urgent Care	\$30 Co-pay	\$30 Co-pay
Other	Speech, Occupational, Physical Therapy	20%after deductible	40%after deductible
	Skilled Nursing	20% after deductible	40% after deductible
	Home Health Care	20% after deductible	40% after deductible
	Chiropractic	20% after deductible	40% after deductible

The table below outlines the basic point of service cost sharing of the HealthPlus of Michigan HMO plan design. Actual benefit provisions are dictated by the carrier/administrator and can be found in the plan benefit summaries.

		In-Network
Deductibles	Individual	\$250
	Family	\$500
Out-of-Pocket Maximums (includes deductible, excludes co-pays)	Individual	\$1,000
	Family	\$2,000
Lifetime Maximum		unlimited
Hospital	Inpatient	10% after deductible
	Outpatient	10% after deductible
Physician	Preventive Care	0%
	Primary Care	\$15 Co-pay
	Specialist	\$15 Co-pay
Emergency	Hospital	\$100 Co-pay*
	Urgent Care	\$30 Co-pay
Other	Speech, Occupational, Physical Therapy	10%after deductible
	Skilled Nursing	10% after deductible
	Home Health Care	10% after deductible
	Chiropractic	50% of Covered Services

* The Emergency Room co-pay will be waived if the patient is admitted to the hospital; however, the member will still be responsible for any deductible and co-insurance for all Emergency Room Physician and Professional services.

Employees not receiving County pay, and therefore not contributing their health care premium share through payroll deduction, will be required to make the monthly premium payment in the form of a check or money order on an after-tax basis and submit it to the Human Resource Department no later than the 15th of each month. Employees are granted a 30-day grace period. Failure to make the required payments within the specified time will result in the cancellation of the health care coverage. Partial payments will not be accepted. It is the employee's responsibility to know how much the premium co-pay is and when it is due. If the coverage is terminated due to non-payment, the cancellation effective date will be the end of the month that the coverage was previously paid through. Employees will be re-enrolled into the insurance program the first day of the month following the return to work.

When the Employer has the capability for employees to pay premium contributions through electronic transfer, the Employer will discuss implementation with the Union.

Section 2 - Hospital/Medical Coverage – More than one Family Member Employed by County

When spouses employed by Genesee County and/or a Court Employer are eligible for hospital/medical benefits, only one (1) hospital/medical coverage plan can be selected for each employee and any eligible dependent.

Section 3 - Prescription Drugs

Coverage is effective on the first day of the month immediately following the employee's completion of five hundred and twenty (520) straight-time hours of employment.

Coverage for prescription drugs obtained at pharmacies in the carrier/administrator's (currently Express Scripts) retail pharmacy network shall include an employee co-pay of five dollars (\$5) for generic drugs, twenty dollars (\$20) for preferred formulary drugs and forty dollars (\$40) for brand name drugs, per prescription.

Mail order delivery for maintenance drugs will be provided. A three-month (90 day) supply of a maintenance drugs obtained through the carrier/administrator's (currently Express Scripts) mail order pharmacy shall include an employee co-pay of twelve dollars and fifty cents (\$12.50) for generic drugs, fifty dollars (\$50) for preferred formulary drugs and one hundred dollars (\$100) for brand name drugs, per prescription.

A one-time voluntary generic incentive program will be implemented for a period of six (6) months whereby a member will be given the opportunity to switch from a brand to a generic drug and have their co-pay waived for the immediate six (6) months following the effective date.

A step therapy program for several drug classes will be included in the prescription drug program. Employees who are currently on approved prescription drugs identified as part of the step therapy program will receive

grandfather status at the time of contract ratification. Upon introduction of any new step therapy program, any potential grandfathering of prescription drugs currently used by the employee will be determined based on clinical recommendation from the County's carrier and/or consultant.

Prior authorization may be required for certain drugs as identified by the carrier. The list of these drugs may be updated annually.

Section 4 - Dual Coverage

Employees hired on or after July 1, 1979 who have hospital/medical coverage through another Employer paid source, shall be given the option of retaining such alternative coverage, or being covered under the existing Genesee County hospital/medical program. In no event, however, will an employee hired on or after July 1, 1979 be allowed to maintain dual hospital/medical coverage through Genesee County and through the alternate source. Otherwise eligible employees who elect to maintain such alternative hospital/medical coverage through another source but who lose the alternate coverage due to death, divorce, loss of job, change in dependent status or another qualifying event as defined by the Health Insurance Portability and Accounting Act of 1996 (HIPAA) must apply within thirty (30) calendar days of the loss of coverage in order to be eligible for coverage under the existing Genesee County hospital/medical program. If such application is not made within the thirty (30) calendar day period, the employee must wait until the next open enrollment period to apply for County paid coverage. Such thirty (30) calendar day requirement may be waived or extended at the sole discretion of the insurance carrier. Upon being enrolled for hospital/medical coverage through Genesee County, the employee will be required to waive in writing any other employer paid coverage.

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

Section 5 - Health Insurance Reimbursement

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

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

Thereafter, each full six (6) month period (June through November and December through May) the employee goes without the County provided coverage, the employee will be paid a lump sum gross amount of \$500.00 (in

December or June as appropriate), provided that during the six (6) month period the employee would otherwise have been eligible for County paid coverage, had the employee been receiving County paid coverage and the "Opt-Out" payment is not more than the hospital/medical and prescription drug premiums would have been during the same period.

This lump sum amount shall be considered as taxable wages.

Employees may opt in or out of coverage due to a qualifying event, as defined by HIPAA and Section 125 of the Internal Revenue Code, if otherwise eligible under the agreement.

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

An employee receiving County insurance through his/her spouse, who also works for the County is not eligible to receive any health insurance "Opt-Out" reimbursement.

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

Section 6 - Carriers

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

The Employer reserves the right to select or change insurance carriers and/or whether to insure or self-insure the above hospital/medical and prescription drug coverage providing the level of benefits is substantially equivalent.

Section 7 - VEBA Trust

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

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

As soon as administratively possible after ratification of the 2011-2012 Collective Bargaining Agreement by the Genesee County Board of Commissioners, and

continuing thereafter, the County will reduce the pre-tax compensation of each employee hired prior to March 23, 2011, by three (3%), which the County will contribute to the VEBA as an Employer contribution. At no time shall any employee have any right to receive the amount of the salary reduction in cash or in any form other than retiree health insurance coverage under the provisions of the VEBA.

Genesee County Unions will be represented on the VEBA Board of Trustees.

The County shall provide the Chapter Chair with a copy of the VEBA Funds Investment Performance Analysis bi-annually (the 6-30 and 12-31 analysis) upon written request.

Section 8 - Employees Hired on or after March 23, 2011, - Notional Health Retirement Account

Employees hired on or after March 23, 2011, will not be eligible for County provided retiree health care upon retirement. Rather, they will participate in a retiree health care notional account subject to the VEBA plan document and IRS provisions. (See Article XXV – Retirement Benefits, Section 3.)

ARTICLE XXI - LIFE INSURANCE

Section 1 - Active Employees

The Employer shall provide a forty thousand \$40,000 term life insurance policy for each employee on the first of the month following the completion of 520 hours of straight-time employment.

Section 2 - Retirees

Life insurance for retirees is \$12,000 for employees who retire on or after January 1, 2001; \$10,000 for employees who retired on or after January 1, 1996 but before January 1, 2001; \$8,500 for employees who retired on or after January 1, 1989 but before January 1, 1996; \$7,500 for employees who retired on or after January 1, 1986, but before January 1, 1989; and \$5,000 for employees who retired prior to January 1, 1986. The date of separation of employment shall be utilized for determining the proper benefit level.

Section 3 - Carriers

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

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

ARTICLE XXII - DENTAL BENEFITS

Section 1 - Benefits

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

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

Section 2 - Carriers

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

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

ARTICLE XXIII - OPTICAL BENEFITS

Section 1 - Benefits

The Employer agrees to pay the monthly premiums for Optical benefits effective on the first day of the month immediately following the completion of 1040 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.

Co-payment \$5 Exam / \$7.50 Lenses	Participating Provider
Examination Once Every 12 Months	<ul style="list-style-type: none">▪ Covered 100%▪ After \$5 copay
Lenses Once Every 12 Months <ul style="list-style-type: none">▪ Single Vision▪ Bifocal	Standard Glass or Plastic <ul style="list-style-type: none">▪ Covered 100%

<ul style="list-style-type: none"> ▪ Trifocal ▪ Lenticular ▪ Polycarbonates (under age 19) 	<ul style="list-style-type: none"> ▪ After \$7.50 copay ▪ Covered 100%
Frame Under 19 Once Every 12 Months 19 & over Once Every 24 Months	Retail Allowance <ul style="list-style-type: none"> ▪ Up to \$125 (20% discount off balance)*
Contact Lenses Once Every 12 Months Elective Contact Lenses Contact Lens Evaluation/Fitting*** <i>Medically Necessary****</i>	In lieu of Lenses <ul style="list-style-type: none"> ▪ Up to \$90 Retail (15% discount (Conventional) or 10% discount (Disposable) off balance)** ▪ Covered 100% ▪ Covered 100%

Section 2 - Carriers

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

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

ARTICLE XXIV - 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. Beginning January 1, 2007, employees will be accorded sixty-four (64) hours of paid personal time after completion of 520 hours of straight-time employment and thereafter on the occurrence of their current benefit date during each calendar year. The intended use of such time is for legitimate purposes as medical (doctor, dentist and short-term illness), business, legal, or other personal matters. Approval must be obtained from the department prior to utilizing personal time on the standard Request for Time Off Form, except in emergency situations. In cases where multiple requests for personal 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 who are unexpectedly absent from work, furnish satisfactory proof that the unexpected absence was for reasonable cause. In cases where the Employer has cause to believe that employees are abusing time off from work provisions, disciplinary action will result.

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 XXV - RETIREMENT BENEFITS

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

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

Multiplier

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

Retirement Eligibility

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

- After twenty-three (23) years or more of credited service with no age restriction. Effective July 12, 2011, the requirement shall change to twenty-five (25) years of credited service for all employees who were not fully vested as of July 12, 2011.
- 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. Effective July 12, 2011, deferred retirement benefit payment shall commence when twenty-five (25) years of credited service would have been completed regardless of date of hire for those employees who were not yet fully vested as of July 12, 2011 and who have not yet elected a deferred retirement.

Final average Compensation

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

Effective upon ratification of the 2013-2015 Collective Bargaining Agreement by the Genesee County Board of Commissioners, the employee's contribution will increase to 9%. Effective upon ratification of the 2016-2018 Collective Bargaining Agreement by the Genesee County Board of Commissioners, the employee's contribution will increase to 11%.

Employee Contribution Rate

The Employer will take the actions necessary to implement an IRC Section 414(h)(2) pick-up arrangement. Effective upon ratification of the 2013-2015 Collective Bargaining Agreement by the Genesee County Board of Commissioners, the County will reduce the pre-tax compensation of each employee by 9% deducted bi-weekly which the County will contribute to the Genesee County Employees Retirement System as an Employer contribution. Effective upon ratification of the 2016-2018 Collective Bargaining Agreement by the Genesee County Board of Commissioners, the employee's contribution will increase to 11%.

Other Governmental/Military Service

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

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

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

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

As of the date of ratification of the 2013-2015 Collective Bargaining Agreement by the Genesee County Board of Commissioners, employees will no longer be able to receive credit for other governmental service, unless they have applied before said date. Military service may continue to be purchased.

Pop-up Option

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

Cost of Living

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

Medical Benefits

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

Employees retiring on or after June 1, 2011, will receive the medical and prescription drug coverage that is in effect for the active employees, including any premium contributions, deductibles and co-insurance as may be changed from time to time pursuant to agreements negotiated by the parties. Thus, subsequent changes to the active employees' medical and prescription drug coverage including premium contributions, deductibles and co-insurance, will apply to retirees who retire on or after June 1, 2011. If such coverage is not available for retirees, the Employer and Union will meet to negotiate an alternative.

Retirees receiving a pension check under the defined benefit plan shall have their health care premium contribution payments, if applicable, taken from their pension checks.

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

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

When the Employer has the capability for employees to pay premium contributions through electronic transfer, the Employer will discuss implementation with the Union.

Life insurance

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

Miscellaneous Provisions

- a) A retiree, who selects the Straight Life Allowance retirement option or a Section 25(c) option, will be entitled to medical, dental and optical benefits through the retiree's lifetime only. Coverage will cease upon the death of the retiree.
- b) A retiree, who selects the Option A retirement option, will be entitled to medical, dental and optical benefits through the retiree's and one (1) beneficiary's lifetime.
- c) A retiree, who selects the Option B retirement option, will be entitled to medical, dental and optical benefits through the retiree's lifetime and, should the retiree predecease the beneficiary, one (1) beneficiary will receive medical, dental and optical coverage (50% of the premium paid by the Employer and 50% of the premium paid by the Beneficiary).
- d) A retiree, who selects the Option C retirement option, will be entitled to medical, dental and optical benefits through the retiree's lifetime. If the retiree decreases during the guaranteed period of Option C, one (1) beneficiary will receive medical, dental and optical coverage for the remainder of the guarantee period after which time all coverage will cease.
- e) The beneficiary of an employee who deceased for non-duty reasons will be entitled to medical, dental and optical coverage if the employee has fifteen 15 years of credited service as determined by the Genesee County Retirement system. This coverage will continue through the beneficiary's lifetime.
- f) An employee who has at least ten (10) years of credited service and who is found eligible by the Genesee County Retirement Commission to retire with a non-duty disability retirement, will be entitled to medical, dental and optical coverage as outlined in Sections a, b, c or d above, except for a Section 25 (c) option.
- 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 as long as the beneficiary remains eligible under the provisions of the Genesee County Retirement Ordinance.

Section 2 - Defined Contribution Plan (Employees Hired Prior To July 1, 1996)

Retirement benefits for the existing Genesee County 401(a) Defined Contribution Plan (DC Plan) are governed by the applicable provisions of the IRS Rules,

Genesee County Board Resolutions, Plan Documents, the rules of the Plan Administrator and governing law.

Contributions

After completion of five hundred twenty (520) hours of straight-time employment, the Employer will contribute an amount equal to eight percent (8%) of the employee's gross earnings each pay period into the employee's personal retirement account. After completion of five hundred twenty (520) hours of straight-time employment, the employee shall have the option of contributing an amount equal to either three percent (3%) of gross earnings or five percent (5%) of gross earnings on a pre-tax basis depending upon which plan the employee selected. The election of the deferral amount is irrevocable. Employees are one hundred percent (100%) vested in their account.

An employee entering into the bargaining unit will maintain the contribution rate established when the employee first became a member of the County defined contribution plan.

Medical Benefits

Employees retiring on or after June 1, 2011, will receive the medical and prescription drug coverage that is in effect for the active employees, including any premium contributions, deductibles and co-insurance as may be changed from time to time pursuant to agreements negotiated by the parties. Thus, subsequent changes to the active employees' medical and prescription drug coverage including premium contributions, deductibles and co-insurance, will apply to retirees who retire on or after June 1, 2011. If such coverage is not available for retirees, the Employer and Union will meet to negotiate an alternative.

Retirees will be required to make the monthly premium payment in the form of a check or money order on an after-tax basis and submit it to the Human Resource Department no later than the 15th of each month. Retirees are granted a 30-day grace period. Failure to make the required payments within the specified time will result in the cancellation of the health care coverage. Partial payments will not be accepted. It is the retiree's responsibility to know how much the premium co-pay is and when it is due. If the coverage is terminated due to non-payment, the cancellation effective date will be the end of the month that the coverage was previously paid through. Retirees may be re-enrolled into the insurance program based upon carrier/administrator guidelines.

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

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

Medical benefits shall be provided as follows:

- (1) After 23 years of credited service, or 25 years if retiring on or after June 1, 2011, regardless of age.
- (2) At age 60 with at least eight (8) years of credited service.
- (3) When twenty-three (23) years of credited service or 25 years if retiring on or after June 1, 2011, would have been completed for employees who were hired prior to January 1, 1988 and who separate employment after eight (8) years of credited service.
- (4) When twenty-three (23) years of credited service or 25 years if retiring on or after June 1, 2011, would have been completed for employees who were hired on or after January 1, 1988 and who leave after fifteen (15) years of credited service.

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

When the Employer has the capability for employees to pay premium contributions through electronic transfer, the Employer will discuss implementation with the Union.

Life insurance

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

Miscellaneous Provisions

- (a) The beneficiary of an employee who deceased for non-duty reasons will be entitled to medical, dental and optical coverage as outlined in the paragraph above entitled "Medical Benefits" if the employee has 15 years of credited service.
- (b) An employee who has at least ten (10) years of credited service and who is found eligible to retire with a non-duty disability retirement, will be entitled to medical, dental and optical coverage as outlined in the paragraph above entitled "Medical Benefits". Determination of non-duty disability shall be handled in the same manner as Defined Benefit non-duty disability retirements.
- (c) An employee who is found eligible to retire with a duty disability retirement, will be entitled to medical, dental and optical coverage as outlined in the paragraph above entitled "Medical Benefits".
- (d) In the event an employee dies as a result of an injury or disease arising out of employment with the County and is eligible for duty death benefits, the beneficiary of the employee will be entitled to medical, dental and optical benefits as outlined in the paragraph above entitled "Medical Benefits".

Retirement Application

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

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

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

Contributions

After completion of five hundred twenty (520) hours of straight-time employment, the Employer will contribute eight percent (8%) of the employee's gross earnings each pay period into the employee's personal retirement account. After completion of five hundred twenty (520) hours of straight-time employment, the employee shall have the option of contributing either three percent (3%) of gross earnings or five percent (5%) of gross earnings on a pre-tax basis depending upon which plan the employee selected. The election of the deferral amount is irrevocable.

An employee entering into the bargaining unit will maintain the contribution rate established when the employee first became a member of the County defined contribution plan.

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. For employees hired on or after July 1, 1996 but prior to March 23, 2011, the Employer shall provide retirees, their spouse and dependents, with at least twenty five (25) years of credited service, will

receive the medical and prescription drug coverage that is in effect for the active employees, including any premium contributions, deductibles and co-insurance as may be changed from time to time pursuant to agreements negotiated by the parties. Thus, subsequent changes to the active employees' medical and prescription drug coverage including premium contributions, deductibles and co-insurance, will apply to retirees. If such coverage is not available for retirees, the Employer and Union will meet to negotiate an alternative.

Retirees will be required to make the monthly premium payment in the form of a check or money order on an after-tax basis and submit it to the Human Resource Department no later than the 15th of each month. Retirees are granted a 30-day grace period. Failure to make the required payments within the specified time will result in the cancellation of the health care coverage. Partial payments will not be accepted. It is the retiree's responsibility to know how much the premium co-pay is and when it is due. If the coverage is terminated due to non-payment, the cancellation effective date will be the end of the month that the coverage was previously paid through. Retirees may be re-enrolled into the insurance program based upon carrier/administrator guidelines.

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

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

Retiree dependents who are receiving medical, dental or optical under this provision, shall continue to receive such benefits upon death of the retiree as long as the dependent is otherwise eligible, pursuant to the terms and conditions of the carrier/administrator and payment of their share of the premiums as addressed above.

- ii. For employees hired on or after July 1, 1996 but prior to March 23, 2011, who retire with at least fifteen (15) years of service but less than twenty-five (25) years of credited service may elect to be provided medical coverage as stated in the above paragraph provided the retiree is at least age sixty (60) and provided the retiree pays the required participant premium contribution (currently 25%) to the Employer. Retirees will be required to make the monthly premium payment in the form of a check or money order on an after-tax basis and submit it to the Human Resource Department no later than the 15th of each month. Retirees are granted a 30-day grace period. Failure to make the required payments within the specified time will result in the cancellation of the health care coverage. Partial payments will not be accepted. It is the retiree's responsibility to know how much the premium co-pay is and when it is due. If the coverage is terminated due to non-payment, the cancellation effective date will be the end of the month that the coverage was previously paid through. Retirees

may be re-enrolled into the insurance program based upon carrier/administrator guidelines.

The retiree shall hold the Employer harmless if the retiree fails to timely pay such premiums resulting in the cancellation of coverage.

Retiree dependents who are receiving medical, dental or optical coverage under this provision, shall continue to receive such coverage upon death of the retiree as long as the Beneficiary is otherwise eligible, pursuant to the terms and conditions of the carrier/administrator and payment of their share of the premiums as addressed above.

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

- iii. Employees hired on or after March 23, 2011, will not receive any Employer paid medical or prescription coverage. Such employees will be provided with a retiree health care notional account subject to the VEBA plan document and IRS provisions. Such employees will not be required to contribute to the VEBA while an employee of the County.

A separate account shall be set up in the VEBA to which the County will contribute fifty (\$50) per pay period for each pay period the employee is on active payroll status, for each employee hired on or after March 23, 2011. Said payment shall begin 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. The County shall keep notional accounts for each employee hired on or after March 23, 2011. A notional account is an accounting record showing Employer contributions attributable to an individual employee, but is not a physically separate account. There shall be an annual interest rate of 2.5% credited to these notional accounts, regardless of the actual investment performance of the Employer contributions. The interest will be credited on an annual basis until the employee begins accessing the notional account. Interest crediting will cease after the employee separates from service.

After separation from employment, said employees or their spouse may use up to the total of their notional account for reimbursement of approved health care costs pursuant to the VEBA Plan document and IRS regulations provided the employee has reached 25 years of service with the County, at separation. Employees who reach 15 years of service with the County may defer their access to their notional account by separating after 15 years of service. However such employees or their spouse may not obtain reimbursement for medical expenses until the date the employee would have actually served 25 years with the County.

Notional accounts of employees who do not meet the above service and age requirements shall be forfeited upon their severance of

employment with the County or if the account under IRS regulations would become part of an employee's estate.

Upon death of the eligible employee, a surviving spouse may use any remaining funds in the eligible employee's notional account. Only a surviving spouse of an eligible employee may have access to the remaining funds. If an employee dies prior to eligibility, the account is forfeited.

The Employer will provide an accounting statement of the value of the employee's notional account on an annual basis.

- iv. When the Employer has the capability for employees to pay premium contributions through electronic transfer, the Employer will discuss implementation with the Union.

Life insurance

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

Miscellaneous Provisions

- a) An employee who was hired prior to March 23, 2011, 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 who was hired prior to March 23, 2011, dies as a result of an injury or disease arising out of employment with the County and is eligible for duty death benefits, the beneficiary of the employee will be entitled to medical, dental and optical benefits as long as the beneficiary remains eligible pursuant to the terms and conditions of the carrier.
- c) An employee who was hired prior to March 23, 2011, who has at least fifteen (15) years of credited service who dies, not in the line of duty, shall be considered to have retired on the day before the death. The beneficiary of the employee will be entitled to continue medical coverage as provided in Subsection (ii) above as long as the beneficiary remains eligible, pursuant to the terms and conditions of the carrier.

Retirement Application

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

ARTICLE XXVI - LEAVES OF ABSENCE

Section 1 - Eligibility

Leaves of absence are for employees who, in addition to their regular accrued days, require time off from their employment. All such leaves are without pay unless otherwise specified.

Section 2 - Procedures for Requesting Leaves

Any request for a leave of absence shall be submitted in writing by the employee to the Employer at least twenty (20) working days in advance, except in emergency situations. The request shall state the reason the leave of absence is being requested and the approximate length of time off the employee desires.

Section 3 - Determination in Writing

Authorization or denial for leave of absence request shall be furnished to the employee in writing by the Employer.

Section 4 - Extension

Further extension beyond the return date designated may be granted after thorough investigation and upon a finding that extension of time is necessary.

Section 5 - Military Leave

- a. Any employee shall be granted an unpaid military leave of absence if they are currently employed by the Employer in other than a temporary position and are inducted into the armed forces of the United States, either voluntarily or involuntarily, or a paid military leave of absence if they are called to active service as members of a Reserve Component for the purpose of training for a period of time not to exceed ten (10) working days.
- b. Employees inducted into the Armed Forces of the United States either voluntarily or involuntarily, shall, upon completion of such service, be reinstated to their former position or to a position of like seniority, status and pay providing that the individual does not serve for more than four (4) years plus a one (1) year additional voluntary extension of active duty if this additional service is at the request and for the convenience of the Government (and plus any involuntary service) and further providing that the individual be honorably discharged and be mentally and physically qualified to perform the former position or if he/she is disabled during military service and cannot perform the duties of the former position, the employee may be entitled to the nearest comparable job they are qualified

to perform. Application for re-employment must be made within ninety (90) calendar days after completion of military service or from hospitalization continuing after discharge for a period of not more than one (1) year.

- c. Employees who are members of a Reserve Component in the military service and are called to active duty for the purpose of training, shall be entitled to a leave of absence in addition to their annual vacation leave from their respective duties. Employees shall be paid the difference between all military compensation paid to the employee excluding travel allowance for a period of time and their regular wage for the same period of time not to exceed ten (10) working days in any calendar year. To receive such payment, employees must present verification of moneys received during this training. Any additional time that an employee may be required to attend military meetings will not be compensated by the Employer, nor will the employee receive any benefits other than insurance coverage for additional time required to be taken under this Section.
- d. An employee shall not lose seniority while on military leave either as a Reservist or in regular service if provisions in the above sections are met. The time counted in computing seniority shall include employment with the Employer prior to induction into the military service, a reasonable period between leaving his/her job and entering military service, not to exceed thirty (30) calendar days, the entire period of his/her military service, and the period between the employee's release from the service and the employee's return to work.
- 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. Employees must request personal time or time without pay for time other than the day the physical is actually given or any succeeding physicals that may be required.
- f. Employees on military leave are not eligible to continue insurance coverage except for those individuals who are called to active duty as Reservists as outlined in Section "c".
- g. Employees other than Reservists as outlined in Section "c" who return from military leave shall commence to accrue benefits at the levels they would have received had they not entered service provided they meet all the provisions contained herein. In no case shall employees, other than those outlined in subsection "c" above, continue to accrue benefits while on military leave.

Section 6 - Jury Duty Leave

- a. Any employee other than a temporary employee shall be granted a leave of absence with pay when they are required to report for jury duty. The employee shall give the Employer prior notification of their jury duty if at all possible. Employees shall be paid the difference between any jury duty compensation they receive and their regular wages for time necessarily spent in jury duty. Employees shall be paid on the next regularly

scheduled pay day for each full day or half day of jury service, whichever is applicable, after endorsing the jury duty check for each day to the Employer with the exception of those funds allocated for mileage. However, employees who complete such duty prior to the end of the workday shall return to their regular work station for the remainder of the work 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 and benefit accumulation shall continue for an employee who is on an authorized, paid jury duty leave of absence.

Section 7 - Court Leave

- a. Any employee, other than temporary, required by the Board of Commissioners or any public agency having the power of subpoena to appear before a Court or such agency on any matters related to their work with the Employer, shall be granted a leave of absence with pay for the period during which they are required to be absent from work. The employee shall give the Employer prior notification of their court appearance if at all possible. Employees shall be paid on the next regularly scheduled payday for each full day of court leave, after endorsing the fees check to the Employer, with the exception of those funds allocated for mileage.
- 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 rates and benefit accumulation shall continue for an employee who is on an unauthorized, paid court leave of absence.

Section 8 - Union Business Leave

- a. Leaves of absence without pay shall be granted to any employee elected to any Union office or selected by the Union to do work which takes him/her from employment with the Employer. Such employees shall be eligible after having completed one (1) year of service (2080 hours).
- b. Not more than one (1) employee shall be eligible for leave at any one (1) time.
- c. Such leave shall not exceed three (3) years or the term of office, whichever is shorter.

- d. Employees on such leave 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.
- 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 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 the employee contributions on a monthly basis. Any employee granted a Union business leave of absence shall be entitled to employment at the expiration of said leave, in his/her former classification and Department, seniority permitting.

Section 9 - Union Educational Leave

- a. Leaves of absence without pay shall be granted to any employee with six (6) months (1040 hours) or more service, who is elected or selected by the Union to attend educational classes or conventions conducted by the Union.
- b. The number of employees on Union Educational Leave will not exceed more than one (1) from any department nor will the number of working days for any one employee exceed ten (10) in any one (1) calendar year.
- c. Seniority (reference Article VIII, Section 1) and continuous service for the purpose of benefit accrual rates shall not continue for an employee on an authorized Union Educational leave of absence except for the first thirty (30) calendar days of such leave. Any employee granted a Union Educational leave of absence shall be entitled to employment at the expiration of said leave, in his/her former classification and Department, seniority permitting.
- d. The Union recognizes the Employer's responsibility to adequately serve the public is of paramount importance. Accordingly, it is necessary that the Employer have adequate notice of such request. Further, the Union agrees that the Employer has the right to request the Union to submit alternate names of employees, if for sufficient reason, the Commissioner believes that a particular employee or employees cannot be released from duty.

Section 10 - Educational Leave

- a. Leaves of absence without pay may be granted to employees wishing to further their education in a job related field. Such employees shall be eligible to apply for educational leave after having completed one (1) year of service (2080 hours).

- b. Educational leaves may be granted for a maximum of two (2) years, or the length of the employee's seniority, whichever is less. This leave may be extended by mutual agreement of both parties.
- c. Employees will not be eligible for Educational Reimbursement while on Educational Leave.
- 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 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 employment at the expiration of said leave, in his/her former classification and department, seniority permitting.

Section 11 - Bereavement Leave

- a. When death occurs in the immediate family, as defined below, of an employee with 520 hours of service said employee upon request will be excused for any of the first four (4) scheduled working days immediately following the date of death provided they attend the funeral or memorial service, also providing that any minor holidays which occur during the four (4) day period of bereavement leave shall be counted as one (1) or more of the days of the four (4) day bereavement leave, with the understanding that in no event will the bereavement leave provided be extended as the result of a minor holiday.

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

- b. When death occurs in the immediate family, as defined below, of an employee with 520 hours of service, said employee upon request will be excused for any of the first three (3) scheduled working days immediately following the date of death provided they attend the funeral or memorial service, also providing that any minor holidays which occur during the three (3) day period of bereavement leave shall be counted as one (1) or more of the days of the three days bereavement leave, with the understanding that in no event will the bereavement leave provided be extended as the result of a minor holiday.

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

- 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 or otherwise by use of earned vacation or personal leave 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 and benefit accumulation shall continue for an employee who is on an authorized, paid bereavement leave of absence.

Section 12 - Personal Leave

- a. A personal leave of absence without pay may be granted employees with 520 hours of service by the Commissioner.
- b. Employees will be granted a personal leave only if they have used all their accumulated personal time.
- c. Personal leave shall not exceed one (1) calendar year or the length of the employee's seniority, whichever is less.
- 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 employment at the expiration of said leave, in his/her former classification and department, seniority permitting.
- e. The Commissioner in considering requests for personal leave will take into consideration the nature of the reason for the request. Priority among those applying shall be given to those employees requesting personal leave for family illness or emergency type situations.

Unless approved by the Commissioner in writing prior to the personal leave, employees shall not be permitted to continue or accept employment elsewhere while on leave. Acceptance of employment or working for another Employer while on such leave shall result in immediate termination of County employment.

Section 13 - Family and Medical Leave

Employees granted FMLA leave will be required to exhaust accumulated personal and vacation time prior to going without pay. However, the employee may reserve up to twenty-eight (28) hours of personal time and up to forty (40) hours of vacation time by signing the approved form at the time of application.

ARTICLE XXVII - GENERAL PROVISIONS

Section 1 - Health and Safety

The Commission agrees to make all reasonable provisions for the safety and health of its employees during the hours of their employment.

The Union agrees to attempt to instill in each employee, by all reasonable means, the realization of their responsibility to themselves, their fellow employees, and the Commissioner in any prevention of accidents.

Any employee, who observes a condition of work or equipment which they believe to be unsafe, shall report the same immediately to their supervisor who will promptly investigate. If it shall be determined that such condition or equipment is unsafe immediate steps will be taken by the Drain Commissioner to correct the same.

Section 2 - Lunch/Rest Periods

Lunch periods are one-half (1/2) hour. Employees are not to be paid for this time and may use it as they desire for any purpose not in conflict with work rules. During the recognized lunch period not more than one (1) vehicle shall be parked at or near the same public establishment dispensing food or beverages for public consumption.

In addition, each employee shall be granted two (2) fifteen (15) minute rest periods per day, one (1) during the first half of the shift and one (1) during the second half of the shift. Employees shall not park trucks or equipment at or near public establishments dispensing food or beverages for public consumption during rest periods.

Section 3 - Bulletin Boards

One-half (1/2) of the bulletin board shall be provided for the use of the employees as agreed between the Union and Management. All notices posted are to be signed by the Steward.

Section 4 - Protective Clothing

The Employer shall make proper provisions for the safety and the health of all employees and shall furnish without cost to the employee necessary protective clothing, raincoats, boots, hats and equipment, exclusive of uniforms. This equipment if and when supplied must be used by the employee.

Section 5 - Supervisory Employees Performing Bargaining Unit Work

Supervisory employees shall not ordinarily perform bargaining unit work, and all work which is regular, routine, and normally capable of advance scheduling shall be performed by non-supervisory employees. Supervisory employees may work in emergency situations arising out of unforeseen circumstances, requiring immediate action, may perform in non-repetitive tasks of an occasional nature, and may fill in, in the event of absence until temporary help can be secured, or until a regular employee takes over the job. In all cases where it appears that a considerable amount of work is to be done and no employee is available to do it, the Employer shall make every effort to secure temporary help or call in help before supervisory employees may be permitted to do work other than minor and incidental work. Supervisory employees may perform bargaining work for the purpose of instruction and training of employees and for the purpose of demonstrating new and revised methods and procedures.

Section 6 - Worker's Compensation

Employees shall report all injuries and illness arising directly from County employment to their supervisor immediately after the accident's occurrence using forms required by the Genesee County Risk Management Office. Commencing on the 8th workday, if the injury is deemed compensable, the employee will receive the State mandated payments 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 which, when combined with the statutory required compensation, will give the employee a total combined benefit of eighty percent (80%) of their then current gross regular straight time pay (including longevity) plus continuation of hospital/medical insurance, optical insurance, dental insurance and life insurance benefits. Such supplemental payments will be paid in periodic installments at intervals of not more than thirty (30) calendar days beginning with the initial payment received by the employee under Worker's Disability compensation provisions and ending no later than twenty-four (24) months thereafter. The employee shall be entitled to a maximum of twenty-four (24) months of supplemental payments for the same disability regardless of any intervening periods of employment. In addition, the rate of pay used to determine the supplemental rate of pay shall be the rate used by the State in determining the Worker's Compensation payment. In the event the employee's claim, disputed or undisputed, is resolved by informal compromise settlement, grievance or arbitration settlement, redemption or any other term used to describe such payment, said payment shall be considered to include any accrued and future supplemental benefits. In addition, employees will not be entitled to receive both the County supplemental payment and a supplemental payment from the County's auto insurance carrier, if applicable. Accordingly, employees will be given the option of claiming one (1) of the above two (2) supplemental payments, but under no condition will they be eligible to receive both.

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

Employees shall not be permitted to accept employment elsewhere while on Worker's 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.

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 6 above. This shall include the date of the injury or illness if the employee needs treatment during regular work hours.

Section 7 - Subcontracting

The right of contracting or sub-contracting is vested with the Drain Commissioner.

The Drain Commissioner may contract, at his/her sole discretion, any work not normally or routinely performed by bargaining unit members. In addition, the Drain Commissioner may contract any work that the Employer does not have the equipment, processes or means to perform.

However, no less than a total of eight (8) employees shall be budgeted as full time, when work of a nature that has been normally or routinely performed by Drain Commission employees and equipment, is being performed by sub-contractors.

The parties agree that when, due to leaves of absence, winter layoffs, probationary periods, and other reasonable time periods, fewer than eight (8) employees remain actively employed, sub-contracting shall be allowed.

In addition, in emergency situations, when current employees are not available, the Drain Commissioner may employ sub-contractors to perform work on weekends and evenings.

Section 8 - Continuation of Benefits

- a) The Employer agrees to provide a maximum of twelve (12) months hospital/medical insurance coverage for full time employees on authorized disability leave of absence who have at least five (5) full years of continuous service, beginning with the first (1st) day of the following month such employee goes on authorized disability leave. Full time employees who have at least one (1) full year of continuous service but not more than five (5) full years of continuous service shall be provided a maximum of six (6) months of hospital/medical insurance coverage beginning with the first (1st) day of the following month such employee goes on authorized disability leave. Employee payment of their portion of the insurance premium must be submitted to the Human Resources Department in the form of a check or money order by the 15th of each month, or coverage will cease in accordance with the Health Care Article of this Agreement. Employees on a disability leave shall make their premium payments on an after-tax basis.

When the County has the capability for employees to pay premium contributions through electronic transfer, the Employer will discuss implementation with the Union.

- b) The Employer agrees to provide one (1) month's hospital/medical insurance coverage for each full year of continuous service up to a maximum of six (6) months' coverage, for full time employees on layoff status, beginning with the first (1st) day of the following month of layoff. Continuation of hospital/medical insurance coverage is contingent upon the laid off employee maintaining eligibility for unemployment benefits. Employee payment of their portion of the insurance premium must be submitted to the Human Resources Department in the form of a check or money order by the 15th of each month, or coverage will cease in accordance with the Health Care Article of this Agreement. Employees on a disability leave shall make their premium payments on an after-tax basis.

When the County has the capability for employees to pay premium contributions through electronic transfer, the Employer will discuss implementation with the Union.

- c) Full time employees will also be permitted the option of continuing present hospital/medical insurance coverage at their own expense under COBRA while on authorized Union Business Leave, Educational Leave and Personal Leave, beginning with the first (1st) day of the following month such employees go on said authorized leave provided, however, that the employees affected are eligible for such leave status under the agreement. The employee payment of insurance premiums referred to in this subsection must be submitted to the County Human Resources Department in the form of a check or money order by the first (1st) day of each month or within the grace period as provided by COBRA or, coverage will cease in accordance with COBRA Guidelines. Employees on a Union Business Leave, Educational Leave and/or Personal Leave shall make their premium payments on an after tax basis.

Employees on authorized disability leave or on layoff status who are not eligible for paid hospital/medical insurance benefits (see paragraph a and b above) will also be permitted the option of continuing the County's group benefit under COBRA. The employee payment of the insurance premiums referred to in this subsection must be submitted to the County Human Resources Department in the form of a check or money order by the (1st) day of each month or within the grace period as provided by COBRA, or coverage will cease in accordance with COBRA guidelines.

When the County has the capability for employees to pay premium contributions through electronic transfer, the Employer will discuss implementation with the Union.

- d) The above provisions (paragraph a, b, and c above) concerning continuation of hospital/medical insurance coverage shall be applicable to Optical Insurance and Dental Insurance. The employee payment of insurance premiums referred to in this subsection must be submitted to the County Human Resources Department in the form of a check or

money order by the first (1st) day of each month or within the grace period as provided by COBRA or coverage will cease.

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

Section 9 - Uniforms/Safety Footwear/Other Items

Replacement or purchase of uniforms and other items (i.e. coats, footwear, overalls, etc.) will be made by receiving authorization from the Drain Maintenance Supervisor. Employees will have a credit of three hundred and fifty (\$350) per September 1 to August 31 allowance year. Balances in the account will not carry over to the next allowance year (September 1 to August 31 of the following year).

Uniforms and other approved items will continue to be from a provider(s) selected by the Employer. Colors will continue to be determined by the parties with final approval by the Employer. The Drain Commission logo and employee's name will be on each shirt and outerwear.

Uniforms must be in acceptable condition at the start of each shift. Failure to wear the uniform or approved safety footwear at work or to maintain uniforms in acceptable condition will result in disciplinary action.

Approved safety footwear must be ASTM certified with protective toe cap and six (6) inch minimum height for ankle protection.

Employees must have seven (7) acceptable sets of uniforms. On each allowance credit date, employees must present to the Drain Maintenance Supervisor the appropriate acceptable sets of uniforms. Uniforms and safety footwear not accounted for or in unacceptable condition must be replaced immediately by the employee before credits can be used for other purchases.

Uniform and safety footwear credits have no cash value to the employee.

New employees will be provided with five (5) sets of uniforms and will be afforded the uniform dollar credit in effect at the time of completion of their probationary period. New employees must have the appropriate number of sets of uniforms required by the following September 1 after the completion of their probationary period.

Section 10 - Application of Overtime Calculation Resulting from Being Sent Home

In the application of the provisions of Article XV, Overtime, if an employee is sent home during the regular work day by the Employer due to no fault of the employee, resulting regular hours not worked will not be subtracted from applicable 80 hour totals.

Section 11 - Payroll Shortages and Overpayments

Minor shortages shall be adjusted in the employee's next check. If the shortage constitutes a considerable amount, then upon the request of the employee, a supplemental check will be issued by the Controller's Office, in order to avoid employee hardships.

Minor overpayments shall be adjusted in the employee's next check. Employees will be notified in writing when an overpayment of a significant amount has occurred. Employees may make arrangements through the Controller's Office to refund such overpayments through payroll check adjustments over a specified period of time. However, if such arrangements are not requested by the employee and thereafter approved by the Payroll Section of the Controller's Office, the amount owed to the Employer shall be repaid by taking a deduction out of the employee's payroll check(s) up to the statutory allowed maximum deduction of 15% of gross wages earned in the pay period in which the deduction is made, for successive pay periods until the total amount owed is repaid.

Section 12 - 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.

Section 13 - Newly Created Positions

Whenever the Employer establishes a new classification within the collective bargaining unit, the Union shall be notified in writing of the rate of pay assigned to the new classification. The Union shall have fifteen (15) calendar days from receipt of such notification to object in writing to the assigned pay rate for the new classification and to request negotiations concerning this assigned pay rate. Thereafter, the parties shall meet within thirty (30) calendar days to negotiate concerning the assigned pay rate. If the parties are unable to reach agreement, the assigned rate of pay for the new classification will be subject to the Arbitration Procedure set forth in Article V of this Agreement if the Union gives written notification of its intent to arbitrate to the County Human Resources Director within thirty (30) calendar days following the last negotiation meeting of the parties on the subject.

Section 14 - Mandatory Direct Deposit

Employees will be required to participate in direct deposit for payroll purposes.

Section 15 – Drug and Alcohol Testing Policy

The Genesee County Board of Commissioners and the Genesee County Drain Commissioner (hereinafter referred to jointly as "Employer") and Local 496-03

("Union") hereby agree to establish the Genesee County Drug and Alcohol Testing Disciplinary Policy. Such policy is negotiated with the intention of complying with the Omnibus Transportation Employee Testing Act of 1991, which requires drug and alcohol testing for Commercial Drivers License (CDL) employees.

Drug and Alcohol testing shall be performed under the following circumstances:

1. Pre-employment
2. Pre-placement into unit
3. Post accident
4. Upon reasonable suspicion
5. Random
6. Return to duty and follow-up

Members of the bargaining unit will be included in their own group for testing purposes. Fifty percent (50%) of the bargaining unit shall be tested for drugs on an annual basis. Twenty-five percent (25%) of the bargaining unit shall be tested for alcohol on an annual basis. The Employer reserves the right to select the company which will provide the drug and alcohol tests.

In those instances where an employee is tested positive, the following progressive disciplinary procedure shall apply.

ALCOHOL

- First offense - three (3) day unpaid suspension
- Second offense - five (5) day unpaid suspension and mandatory participation in the Employee Assistance Program (EAP)
- Third offense - discharge

An employee discharged under this procedure may be eligible for re-employment after six (6) months of sobriety if:

- (a) the employee has successfully been recertified for a CDL
- (b) a vacant position exists, and
- (c) the employee continues participation in a rehabilitation program for at least one year after rehire

Refusal to take an alcohol test shall be treated as a third offense.

DRUGS

- First offense - twenty-five (25) work day unpaid suspension, mandatory drug rehabilitation, follow-up testing, and participation in EAP. The employee may not return to work until successfully being recertified for a CDL, unless there is a vacant non CDL position for which the employee is qualified.
- Second offense - discharge

An employee discharged under this procedure may be eligible to return to work after six (6) months only after completing the requirements as set forth for first-time offenders listed above. In order to receive consideration for returning to work the employee must submit a written request to the Drain Commissioner. It is in the Drain Commissioner's sole discretion, which shall not be subject to appeal through the grievance procedure, whether to return an employee to work after having been discharged for a drug offenses.

Refusal to take a drug test shall be treated as a second offense.

Any employee required to undergo a drug or alcohol test may request the presence of a Union representative at any point during the test, except the Union representative shall not be permitted direct access to the production and collection of a sample by an employee. The employee and Union representative shall not lose time or pay as a result of cooperating with the testing procedure.

Rules and Regulations of the Federal Highway Administration and the Department of Transportation, as such relates to drug and alcohol testing of CDL employees, are incorporated herein by reference. Should these rules and regulations be more stringent than this Letter of Agreement, the rules and regulations shall govern.

Section 16 – Background Checks

Employees who move into, whether by bumping, promotion, transfer or any other means, to a position which involves the handling of, or access to, sensitive or confidential information, or cash, will be required to successfully pass a criminal history background check for the following Departments: Health Department, Courts, Prosecutor's Office, Sheriff Department, Corporation Counsel, Board of Commissioners Office.

In addition, employees in these sensitive or confidential positions may be subject to subsequent criminal background checks as determined appropriate by the Department Head.

The costs of any background check conducted by the Employer required by the Employer and provided by the Employee will be paid by the Employer and will result in no cost to the Employees. Employees will be required to authorize and provide necessary information to conduct such criminal history checks.

Except for the Sheriff Department, the background checks will be coordinated by the Human Resources Department and maintained in Human Resources.

If upon review of the Employee's conviction(s) the Employer determines prior conviction(s) to be a major conviction (a felony or a misdemeanor punishable by ninety-three (93) days or more imprisonment but excluding OUIL), or the conviction or other information obtained demonstrates that the employee would not be suited for the sensitive or confidential position involved, the employee will not be placed in the position.

This provision does not limit the rights of the Employer to comply with any other legal requirements that it conduct background checks of employees.

Section 17 – Cell Phones

As soon as administratively possible after the full ratification of the 2013-2015 collective bargaining agreement, the Employers shall no longer be required to provide cell phones to employees. The Employers may designate those employees who will be required to use a personal cell phone for work and receive an annual allowance as set forth below.

Exceptions shall be made for those positions where the use of an employee's personal cell phone would result in the wide disclosure of the employee's cell phone to the public and/or the media. Employees covered by this exception shall still be provided a cell phone but shall not receive the annual allowance set forth below.

Employees who are designated by their Employer and who are required to utilize their personal cell phones for work purposes will receive an annual allowance of \$600. It is the intent of the parties that those employees who were assigned cell phones at the time that the 2013-2015 collective bargaining agreement was fully ratified shall receive the annual allowance. However, the Employers may elect to change those positions which are designated to use their personal cell phone, provided that this election shall not be made on arbitrary or capricious grounds.

This annual allowance will be paid the second pay in January for the previous twelve (12) month period. Payment will be prorated to the nearest 1/12 of the year for leaves of absence, suspensions and/or the employee is no longer required to utilize their cell phones for work purposes. Payment shall be considered as taxable wages.

Employee Parking

1. The parties agree parking is not a condition of employment, and the Employer is not required to provide access to parking to employees, whether at a cost or free of charge.
2. However, and notwithstanding Sub-section 1 above, the Employer agrees that it shall continue to allow employee parking under the same terms as were in place on September 15, 2015 at any parking lot or structure owned by the County and operated as a parking lot or structure as of September 15, 2015. This subsection shall not apply to any parking lot or structures which the County no longer owns, no longer operates as a parking lot or structure, or to which the County has made substantial improvements or renovations.

ARTICLE XXVIII - UNEMPLOYMENT COMPENSATION

Section 1 - Michigan Employment Security Act

Effective January 1, 1979 Genesee County mandatory falls under the Michigan Employment Security Act in accordance with Act No. 277 of the Public Acts of 1979; and is not permitted to maintain its own "equivalent" unemployment compensation system.

ARTICLE XXIX - FURLOUGH DAYS

Notwithstanding any other provisions of this Agreement, there shall be a total of seven (7) unpaid furlough days as provided below for full-time and part-time employees. As addressed below, the seven (7) unpaid furlough days shall consist of unpaid holidays and unpaid days off chosen by the Employer. Unpaid furlough days for full-time employees shall consist of eight unpaid (8) hours. Unpaid furlough days for part-time employees shall consist of four (4) unpaid hours and a part-time employee may not otherwise work on a furlough day. Unpaid furlough days shall not count as time worked for the purposes of overtime, but shall count for the purpose of maintaining an employee's full-time or part-time status. Vacation hours will continue to accumulate on a furlough day. Seniority and credited service toward retirement will not be affected.

Section 1 –Holiday Furlough Days

One (1) of the seven (7) annual furlough days shall take the form of unpaid holiday on Presidents Day. On this day, the Employer shall not be obligated to pay the holiday pay as specified in Article XVIII, Section 4. This language shall control over the other portions of the Agreement which concern holidays.

Section 2 – Employer Selected Furlough Days

There shall be six (6) unpaid Employer selected furlough days.

The selection of these Employer furlough days for each employee is at the Employer's sole discretion subject to the following:

- For employees being laid off as provided in the Seasonal Layoff/Recall Letter of Agreement, the first six (6) work days following the New Year's holiday will be the designated Employer furlough days. Such employees will not be eligible for Unemployment.
- For employees not being laid off as provided in the Seasonal Layoff/Recall Letter of Agreement, the Employer will schedule the six (6) Employer furlough days between January 1 and March 31. No more than two (2) Employer furlough days in any work week will be scheduled.

The Employer shall provide at least fourteen (14) calendar days notice (unless agreed to a shorter period of notice by the employee) in writing when the Employer schedules these days for an employee.

Should any of the unpaid Employer selected furlough days not be scheduled as provided, the Employer cannot carry such days forward into the next year.

Should seasonal layoffs as provided in the Seasonal Layoff/Recall Letter of Agreement not occur, the parties will negotiate an equivalent furlough day provision as provided in other non seven day operations.

ARTICLE XXX - SAVINGS CLAUSE

Section 1 - Invalid Provision

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

Section 2 - No Strike Clause

In consideration of the foregoing provisions of this Agreement and during the term of this Agreement, the Union agrees that it will not cause or authorize its members to strike, sit down, slow down, or engage in any work stoppage or work limitation. Furthermore, it is understood that no Union officer or representative shall authorize, encourage or assist in any such strike, work stoppage or limitation. The Union further agrees that it and its authorized representatives will actively oppose and discourage any such action on the part of individual employees.

ARTICLE XXXI – EMERGENCY MANAGER

An Emergency Manager appointed under the Local Government Financial Stability and Choice Act may reject, modify, or terminate the collective bargaining agreement as provided in the Local Government Financial Stability and Choice Act. The parties recognize that the Public Employment Relations Act requires the preceding sentence to be added into the Agreement, but further recognize that PA 4 of 2011 has been repealed by the voters. As such, this provision is solely to comply with the law.

ARTICLE XXXII - TERMINATION

This Agreement shall be effective upon ratification by the Genesee County Board of Commissioners and shall remain in full force and effect until the 31st day of December 2018. No provisions shall take effect prior to the above referenced ratification unless specifically stated within this agreement. It shall be automatically renewed from year to year thereafter unless either party (AFSCME Council 25, G-4101 Clio Rd., Flint, MI 48504; Genesee County Human Resources Director, 1101 Beach St. Room 337, Flint, MI 48502) shall notify the other in writing at least 60 calendar days prior to the expiration date that it desires to modify this agreement. In the event that such notice is given negotiations shall begin not later than thirty (30) calendar days prior to the expiration date, in which case this Agreement shall continue in full force and effect until terminated as provided hereinafter.

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

FOR THE UNION/Date:

FOR THE EMPLOYER/Date:

LETTER OF AGREEMENT

Seasonal Layoff/Recall

The parties agree to the following:

1. In the event of a seasonal layoff during the winter months, the Employer will determine the classifications where there is an excess of employees. In those classifications where the Employer has determined that an excess of employees exists, employees who have indicated in writing at least one (1) calendar week prior to the anticipated layoffs, their desire to be laid off, will be given first choice to be laid off by classification, highest seniority first, provided there are employees with lesser seniority in the affected classification being retained that are able to perform the available work. In lieu of higher seniority employees in the affected classification requesting to be laid off, the lowest seniority employees in the affected classification will be laid off providing the employees being retained in the affected classification are able to perform the available work. There will be no liability as a result of layoffs under this Letter of Agreement.
2. In the event of a seasonal layoff during the winter months, the Employer will continue health insurance coverage for employees on seasonal layoff status who meet the requirements of Article XX, beginning with the first day of layoff. Said continuation of health insurance coverage is contingent upon the laid off employee maintaining eligibility for unemployment benefits. For all layoffs other than a seasonal layoff during the winter months and for all benefits other than health insurance coverage, the provisions of Article XXVII, Section 8 shall apply.
3. In the event of a seasonal layoff during the winter months, there shall be no seniority adjustment for retirement benefit eligibility purposes or for layoff and recall purposes only (reference Article VIII, Section 3) for employees on seasonal layoff status.
4. In the event of a seasonal layoff during the winter months, subcontracting of work shall be permitted without adherence to the requirement in Article XXVII, Section 7.

5. In the event of a seasonal layoff during the winter months, the Employer will continue Educational Reimbursement for employees on seasonal layoff status who are otherwise eligible.
6. Employees on seasonal layoff will be recalled as soon as practical, but no later than April 1, of each year.

This agreement is entered into voluntarily by all parties and shall not set a precedent for any other matters now pending or that may arise in the future.

FOR THE UNION/Date

FOR THE EMPLOYER/Date:

LETTER OF AGREEMENT

Supervision & Stand-By

Whereas, the parties recognize the need for Heavy Equipment Operators to fill in for the Drain Maintenance Supervisor in the supervisor's absence as indicated in the Heavy Equipment Operator job description, and

Whereas, it is recognized that these supervisory responsibilities be clarified, and

Whereas, it is recognized that appropriate consideration be provided when the Heavy Equipment Operator is on stand-by replacing the supervisor,

THE PARTIES AGREE AS FOLLOWS:

Supervisory Responsibilities

When the Drain Maintenance Supervisor is absent from work, one Heavy Equipment Operator, at the Employer's discretion, may be assigned to fill in as Supervisor on a rotation basis.

The Heavy Equipment Operator, when assigned by the Employer, will be responsible for performing the supervisory tasks as outlined in the Drain Maintenance Supervisor's job description. However the Heavy Equipment Operator is not to:

- issue formal discipline.
- sign documents that otherwise would require the Supervisor's signature.

In these, or other unique circumstances, the Heavy Equipment Operator is responsible to contact the next appropriate supervisory representative within the Drain Commission. Such appropriate contact will be made known to be Heavy Equipment Operator by the Maintenance Supervisor.

Stand-by

When the Drain Maintenance Supervisor is not available on a weekend, holiday, or other non-scheduled work time, a Heavy Equipment Operator may be placed on stand-by and assigned the beeper to receive and respond to any emergency calls.

The stand-by assignment will be rotated among the Heavy Equipment Operators.

The Heavy Equipment Operator placed on stand-by status shall be required to remain locally ready at all times while on stand-by to receive and respond to such calls as there will be no other back up.

For this responsibility, the Heavy Equipment Operator will be provided one (1) hour of straight-time stand-by compensatory time off for each day (24 hours) on stand-by. An employee will not be allowed to accumulate any more than ten (10) hours of stand-by compensatory time as a result of stand-by status. Stand-by compensatory time off will be scheduled in advance consistent with the Supervisor's approval, who will consider both the wishes of the employee as well as the efficient operation of the Department. In no event will pay be received for any stand-by compensatory time.

If a Heavy Equipment Operator on stand-by is called in, the employee shall receive applicable compensation for hours worked in addition to compensatory stand-by time.

FOR THE UNION/DATE:

FOR THE EMPLOYER/DATE:

LETTER OF AGREEMENT

Defined Benefit Plan - Employees Hired on or After July 1, 1996

Whereas, AFSCME Local 496-03 (Union) represents employees of Genesee County (Employer) in an existing bargaining unit; and

Whereas, collective bargaining agreements to which the Employer is a party covering other bargaining units have provisions for employees hired by the County on or after July 1, 1996, to participate in the Defined Benefit (DB) Plan; and

Whereas, there are no provisions for employees hired by the County on or after July 1, 1996, who are members of the Local 496-03 Bargaining Unit to participate in the Defined Benefit Plan; and

Whereas, requiring employees hired on or after July 1, 1996, to change from participating in a Defined Benefit to a Defined Contribution (DC) Plan when transferring into the Local 496-03 Bargaining Unit could adversely affect the transferring employees' retirement benefits; and

Whereas, the parties desire to address this adverse impact and permit employees who are first hired by the County in a bargaining unit where the employee is participating in the Defined Benefit Plan, and that subsequently transfers to the Local 496-03 Bargaining Unit, to continue to participate in the Defined Benefit Plan; and

Whereas, the parties are also desirous of clarifying an employee's Defined Contribution Plan contribution rates when transferring from one bargaining unit to another.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED HEREIN, THE PARTIES AGREE AS FOLLOWS:

1. Employees hired by the Employer prior to July 1, 1996, and who are transferred to the Local 496-03 Bargaining Unit, will continue in the plan (either Defined Benefit or Defined Contribution) the employee was participating in prior to the transfer. In the case of such transferees participating in the Defined Benefit Plan, the terms of their participation will be governed by the provisions of the Local 496-03 labor agreement based on the employees' Genesee County date of hire.

In the case of such transferees participating in the Defined Contribution Plan, the terms of their participation will be governed by the provisions of the Local 496-03 labor agreement; provided, however, that the rate of employee contribution shall remain that which was in place when the employee first became a participant in the Defined Contribution Plan.

2. Employees hired by the Employer on or after July 1, 1996, and who are transferred into the Local 496-03 bargaining unit, will continue to participate in the Plan (either Defined Benefit or Defined Contribution) the employee was participating in prior to the transfer. In the case of such transferees participating in the Defined Benefit Plan, the terms of their participation, will be governed by the relevant provisions of the AFSCME Local 496-00 labor agreement based on the employee's Genesee County date of hire.

In the case of such transferees participating in the Defined Contribution Plan, the terms of their participation will be governed by the provisions of the Local 496-03 labor agreement; provided, however, that the rate of employee contribution shall remain that which was in place when the employee first became a participant in the Defined Contribution Plan.

3. Employees transferred into the Local 496-03 bargaining unit regardless of date of hire, shall be covered by the applicable provisions of the Local 496-03 labor agreement based on their Genesee County date of hire for all other benefit purposes, including, but not limited to, retiree medical, dental and optical benefits, disability and life insurance.
4. No other relief shall be provided.

FOR THE UNION/DATE:

FOR THE EMPLOYER/DATE:

LETTER OF AGREEMENT

Lump Sum Payment

Appendix A lists the applicable salary ranges and classifications. The parties agree that the salary rates which took effect on October 1, 2010 shall remain in effect.

- a. All employees who are employed by the County in the bargaining unit on the date of ratification of the 2016 to 2018 Collective Bargaining Agreement shall receive a one-time \$500.00 lump sum payment, less all applicable deductions, no later than sixty (60) days from the ratification of the 2016 to 2018 Collective Bargaining Agreement. This lump sum shall not be included on the wage scales, nor shall it be included in any kind of retirement or pension calculation or benefit. The employees shall not be required to make any kind of pension or retirement contribution on this lump sum amount.
- b. The parties also agree all employees who are employed by the County in the bargaining unit on January 1, 2017 shall receive a one-time \$500.00 lump sum payment, less all applicable deductions, if the County's Comprehensive Annual Financial Report as of September 30, 2015 (the "2015 CAFR") shows the Unassigned Fund Equity in County's General Fund has increased from \$10,967,280 to \$13,967,280 or greater. (The \$10,967,280 figure is listed on Exhibit A-3-2 of the 2014 CAFR.)
 1. The lump sum payment described in paragraph b, above, shall be made by January 15, 2017, unless the 2015 CAFR is not available as of January 1, 2017, in which case the payment shall be made no later than sixty (60) days of when the 2015 CAFR is finalized and presented to the County's Board of Commissioners.
 2. The lump sum payment described in paragraph b. above, shall not be included on the wage scales, nor shall it be included in any kind of retirement or pension calculation or benefit. The employees shall not be required to make any kind of pension or retirement contribution on this lump sum amount.
 3. The lump sum payment described in sub-paragraph b above shall not be made if the Unassigned Fund Equity in the County's General Fund shown in the 2015 CAFR is less than \$13,967,280.

- c. The parties also agree all employees who are employed by the County in the bargaining unit on January 1, 2018 shall receive a one-time \$500.00 lump sum payment, less all applicable deductions, if the County's Comprehensive Annual Financial Report as of September 30, 2016 (the "2016 CAFR") shows the Unassigned Fund Equity in County's General Fund has increased to \$16,967,280 or greater.
1. The lump sum payment described in paragraph c. above, shall be made by January 15, 2018, unless the 2016 CAFR is not available as of January 1, 2018, in which case the payment shall be made no later than sixty (60) days of when the 2016 CAFR is finalized and presented to the County's Board of Commissioners.
 2. The lump sum payment described in paragraph c. above, shall not be included on the wage scales, nor shall it be included in any kind or retirement or pension calculation or benefit. The employees shall not be required to make any kind of pension or retirement contribution on this lump sum amount.
 3. The lump sum payment described in sub-paragraph c. above, shall not be made if the Unassigned Fund Equity in the County's General Fund shown in the 2016 CAFR is less than \$16,967,280.

FOR THE UNION/DATE:

FOR THE EMPLOYER/DATE:

APPENDIX A
WAGES AND CLASSIFICATIONS

WAGES AND CLASSIFICATIONS

AFSCME 496-03 DRAIN EMPLOYEES

October 1, 2010 (2.00%)

LABORER

	Start	After 1st Year	After 2nd Year	After 3rd Year	After 4th Year	After 5th Year
Approx. Annual	34,676	38,116	41,556	44,057	45,470	46,883
Hourly	16.6711	18.3248	19.9789	21.1812	21.8605	22.5400

LIGHT EQUIPMENT OPERATOR

	Start	After 1st Year	After 2nd Year	After 3rd Year	After 4th Year	After 5th Year
Approx. Annual	35,609	39,050	42,491	44,990	46,403	47,817
Hourly	17.1199	18.7740	20.4282	21.6300	22.3092	22.9888

HEAVY EQUIPMENT OPERATOR

	Start	After 1st Year	After 2nd Year	After 3rd Year	After 4th Year	After 5th Year
Approx. Annual	37,487	40,927	44,367	46,865	48,278	49,691
Hourly	18.0225	19.6764	21.3304	22.5314	23.2106	23.8899