

GENESEE COUNTY BOARD OF COMMISSIONERS

2018-16

**ITEMS FOR BOARD ACTION
Monday, August 13, 2018 @ 9:00 a.m.**

- I. CALL MEETING TO ORDER**
- II. ROLL CALL**
- III. INVOCATION**
- IV. PLEDGE TO THE FLAG**
- V. APPROVAL OF MINUTES**
- VI. PUBLIC ADDRESS TO THE BOARD**
- VII. COMMUNICATIONS**

THA Presentation – Madonna Bennett

VIII. REPORTS

BOARD OF COMMISSIONERS

Mark Young, Chairperson
Ted Henry, Vice Chairperson

B01 Resolution ratifying Teamsters Local 214 – Parks Maintenance Collective Bargaining Agreements

B02 Resolution authorizing HR update of the Personnel Policy Manual

Report from Chairperson

COMMUNITY & ECONOMIC DEVELOPMENT COMMITTEE

David Martin, Chairperson
Ellen Ellenburg, Vice Chairperson

Report from Chairperson

FINANCE COMMITTEE

Kim Courts, Chairperson
Martin Cousineau, Vice Chairperson

- F01 Resolution authorizing Animal Control purchase of a cauterization unit and transfer of funds
- F02 Resolution authorizing Animal Control purchase of an ultrasound unit and transfer of funds
- F03 Resolution approving Circuit Court—Juvenile Section FY 2018-2019 Child Care Fund (CCF) Annual Plan and Budget
- F04 Resolution authorizing Controller line item transfer to accommodate the filling of the Purchasing Administrator position
- F05 Resolution authorizing Parks Brownfield Redevelopment Grant award acceptance
- F06 Resolution authorizing Parks Outdoor Recreation Legacy Partnership (ORLP) Grant application

Report from Chairperson

GOVERNMENTAL OPERATIONS COMMITTEE

Bryant W. Nolden, Chairperson
Kim Courts, Vice Chairperson

- G01 Resolution authorizing payment of County bills (on agenda with consent of Committee and Board Chairpersons)
- G02 Resolution ratifying expedited action authorizing travel and overnight lodging for six senior managing staff members of Office of the Prosecuting Attorney to attend the PAAM Annual Conference
- G03 Resolution authorizing Office of Genesee County Sheriff submission of the FY 2019 EMPG Agreement – Initial Work Agreement
- G04 Resolution authorizing Office of Genesee County Sheriff submission of a Walmart grant application
- G05 Resolution amending Genesee County Employees' Retirement System Ordinance
- G06 Resolution authorizing Veterans Services new Peacetime Veterans Program
- G07 Resolution authorizing GCCARD acceptance of WAP 16-25012 funding for the Weatherization Assistance Program
- G08 Resolution authorizing Office of Genesee County Sheriff contract with Global Tel*Link Corporation for inmate telephone services

Report from Chairperson

HUMAN SERVICES COMMITTEE

Brenda Clack, Chairperson
Ellen Ellenburg, Vice Chairperson

- H01 Resolution authorizing Senior Services FY 2018/2019 senior center contract with Brennan Elm Park Senior Community Corporation, for the Brennan Senior Center, and approving the proposed budget
- H02 Resolution authorizing Senior Services FY 2018/2019 senior center contract with the City of Burton, for the Burton Senior Center, and approving the proposed budget
- H03 Resolution authorizing Senior Services FY 2018/2019 senior center contract with the Carman-Ainsworth Senior Center Organization, for the Carman-Ainsworth Senior Center, and approving the proposed budget
- H04 Resolution authorizing Senior Services FY 2018/2019 senior center contract with the Charter Township of Vienna, for the Clio Area Senior Center, and approving the proposed budget
- H05 Resolution authorizing Senior Services FY 2018/2019 senior center contract with the Davison Area Senior Center and approving the proposed budget
- H06 Resolution authorizing Senior Services FY 2018/2019 senior center contract with Eastside Senior Citizens Association, for the Eastside senior center, and approving the proposed budget
- H07 Resolution authorizing Senior Services FY 2018/2019 senior center contract with Flushing Area Senior Citizens, Inc., for the Flushing Senior Center, and approving the proposed budget
- H08 Resolution authorizing Senior Services FY 2018/2019 senior center contract with Forest Township Area Senior Center, Inc., for the Forest Township Area Senior Center, and approving the proposed budget
- H09 Resolution authorizing Senior Services FY 2018/2019 senior center contract with the Grand Blanc Parks and Recreation Commission, for the Grand Blanc Senior Center, and approving the proposed budget
- H10 Resolution authorizing Senior Services FY 2018/2019 senior center contract with the Hasselbring Senior Center, and approving the proposed budget
- H11 Resolution authorizing Senior Services FY 2018/2019 senior center contract with the Heart of Senior Citizen Services, and approving the proposed budget
- H12 Resolution authorizing Senior Services FY 2018/2019 senior center contract with the Loose Senior Citizen Center, Inc. for the Loose Senior Center, and approving the proposed budget
- H13 Resolution authorizing Senior Services FY 2018/2019 senior center contract with the Township of Montrose, for the Montrose Senior Center, and approving the proposed budget

**BOARD OF COMMISSIONERS
AUGUST 13, 2018**

- H14 Resolution authorizing Senior Services FY 2018/2019 senior center contract with the Swartz Creek Area Senior Citizens, Inc., and approving the proposed budget
- H15 Resolution authorizing Senior Services FY 2018/2019 senior center contract with the Township of Thetford, for the Thetford Senior Center, and approving the proposed budget
- H16 Resolution authorizing Senior Services FY 2018-2019 service provider contract with the Alzheimer's Association – Greater Michigan Chapter, Central Michigan Region, and approving the proposed budget
- H17 Resolution authorizing Senior Services FY 2018-2019 service provider contract with the Family Service Agency of Mid Michigan, for Guardianship and Conservatorship Services, and approving the proposed budget
- H18 Resolution authorizing Senior Services FY 2018-2019 service provider contract with the Family Service Agency of Mid Michigan, for In-Home Personal Care and Homemaking Services, and approving the proposed budget
- H19 Resolution authorizing Senior Services FY 2018-2019 service provider MOU with the Genesee County Community Action Resource Department, for Congregate Meals, and approving the proposed budget
- H20 Resolution authorizing Senior Services FY 2018-2019 service provider MOU with the Genesee County Community Action Resource Department, for Home Delivered Meals, and approving the proposed budget
- H21 Resolution authorizing Senior Services FY 2018-2019 service provider MOU with the Office of the Genesee County Probate Court, for Elder Abuse and Exploitation Prevention Services, and approving the proposed budget
- H22 Resolution authorizing Senior Services FY 2018-2019 service provider MOU with the Office of the Genesee County Prosecuting Attorney, for Elder Abuse and Exploitation Prevention Services, and approving the proposed budget
- H23 Resolution authorizing Senior Services FY 2018-2019 service provider MOU with the Office of the Genesee County Sheriff, for Elder Abuse and Exploitation Prevention Services, and approving the proposed budget
- H24 Resolution authorizing Senior Services FY 2018-2019 service provider contract with Legal Services of Eastern Michigan, and approving the proposed budget
- H25 Resolution authorizing Senior Services FY 2018-2019 service provider contract with Michigan Community Services, Inc. Adult Day Care, and approving the proposed budget
- H26 Resolution authorizing Senior Services FY 2018-2019 service provider contract with Michigan Community Services, Inc. In-Home Respite Services, and approving the proposed budget

**BOARD OF COMMISSIONERS
AUGUST 13, 2018**

- H27 Resolution authorizing Senior Services FY 2018-2019 service provider contract with the Valley Area Agency in Aging, for Meal Audits, and approving the proposed budget
- H28 Resolution authorizing Senior Services FY 2018-2019 service provider contract with the Valley Area Agency on Aging, for Professional Services, and approving the proposed budget
- H29 Resolution authorizing GCCARD amendment to LCA 16-25012 contract with the Michigan Department of Health and Human Services (on agenda with consent of Committee and Board Chairpersons)
- H30 Resolution authorizing GCCARD amending the Community Service Block Grant Contract – CSBG14-25012 extending the contract and uploading the budget (on agenda with consent of Committee and Board Chairpersons)

Report from Chairperson

PUBLIC WORKS COMMITTEE

**Ted Henry, Chairperson
Bryant W. Nolden, Vice Chairperson**

- P01 Resolution authorizing contracts with DCC Construction for contracting and Kentwood Furniture for furniture related to the Friend of the Court Renovation Project at the McCree building
- P02 Resolution authorizing Parks expenditure to Brian Osmer, Railroad Specialties, LLC to supervise, coordinate, and schedule Parks projects
- P03 Resolution authorizing Parks expenditure to MMP Professional Companies for exterior improvements to the Buzzell House

Report from Chairperson

LAUDATORY RESOLUTIONS AND PROCLAMATION

Casey McLaughlin-Smith
William Wilson
Red Fox Outfitters
Genesee County Mental Health & Suicide Prevention Day

- IX. UNFINISHED BUSINESS**
- X. NEW AND MISCELLANEOUS BUSINESS**
- XI. OTHER BUSINESS**
- XII. ADJOURNMENT**

TO THE HONORABLE CHAIRPERSON AND MEMBERS OF THE GENESEE COUNTY BOARD OF COMMISSIONERS, GENESEE COUNTY, MICHIGAN

LADIES AND GENTLEMEN:

WHEREAS, the Director of Human Resources and Labor Relations has negotiated a proposed Tentative Collective Bargaining Agreement with the Teamsters Local 214 – Parks Maintenance bargaining unit, the changed or additional provisions of said Agreement to be placed on file with the official records of the July 30, 2018, meeting of the Governmental Operations Committee of this Board.

NOW, THEREFORE, BE IT RESOLVED, by this Board of County Commissioners of Genesee County, Michigan, that the aforesaid Tentative Collective Bargaining Agreement as negotiated by the Director of Human Resources and Labor Relations is hereby approved and ratified, and the Director of Human Resources and Labor Relations is authorized and directed to sign the Collective Bargaining Agreement document for and on behalf of Genesee County, Michigan, and to deliver a copy of the Agreement, when signed by all parties thereto, to the County Clerk/Register, who is hereby directed to place a copy of the fully signed Agreement on file with the official proceedings of this Board.

BOARD OF COMMISSIONERS

B _____
BDM:bdm
08-08-18
08-13-B01

B01

TO THE HONORABLE CHAIRPERSON AND MEMBERS OF THE GENESEE COUNTY
BOARD OF COMMISSIONERS, GENESEE COUNTY, MICHIGAN

LADIES AND GENTLEMEN:

BE IT RESOLVED, by this Board of County Commissioners of Genesee County, Michigan, that the request by the Human Resources and Labor Relations Director to authorize updating the Personnel Policy Manual, a draft of said update being attached to this resolution, is approved to make the following updates:

- Changed HealthPlus of Michigan to Health Alliance Plan;
- Updated list of appointed titles;
- Updated Closure Policy (as previously adopted by the BOC);
- Updated Personal Social Media language combined with media policy (as previously adopted by BOC) to present as one Media Policy;
- Added EEO Statement and Plan; Harassment and Discrimination Policy;
- Removed FMLA language;
- Updated language to allow, in certain circumstances, re-employment;
- Included reference to website for forms;
- Moved various policies to Schedule E – Policies; and
- Added page numbers;

(a copy of the memorandum request dated August 13, 2018, and draft updated Personnel Policy Manual to be placed on file with the official records of the July 30, 2018, meeting of the Governmental Operations Committee of this Board).

BOARD OF COMMISSIONERS

B _____
BDM:bdm
08-09-18
08-13-B02

B02

PERSONNEL POLICY MANUAL
FOR
GENESEE COUNTY

Contents

1. INTRODUCTION	7
1.1 Purpose	7
1.2 Effective Date	7
1.3 Definitions and Scope	7
1.4 Revision	8
1.5 Union Agreements	8
1.6 Implementation	8
2. UNIFORM EMPLOYMENT SYSTEM	8
2.1 Purpose	8
2.2 Recruitment	8
2.3 Application for Employment	8
2.4 Selection	9
2.5 Veterans Preference	9
2.6 Vacancies – Selection Procedures	9
2.7 Types of Employment (Definition of Employee Status)	11
3.1 Employee Groups	13
3.2 Job Descriptions	14
4. DIRECT APPOINTEES	14
4.1 Definition	14
4.2 Compensation	15
5. EQUAL EMPLOYMENT OPPORTUNITY*	15
5.1 Hiring, Transfers and Promotions	15
5.2 Accommodation of Disabilities*	16
6. COMPENSATION	17
6.1 Compensation System	17
6.2 Development	17
6.3 Establishment and Maintenance	17
6.4 Starting Salary Rate	17
6.5 Merit Increment (Step-Up)	17
6.6 Payroll Procedures	18
6.7 Payroll Deductions	18
6.8 Payroll Shortages and Overpayments	18
6.9 Longevity Compensation	19
7.1 Length of Work Day and Work Week	19
7.2 Hours	19

7.3 Flex Time	20
7.4 Lunch Period.....	20
7.5 Breaks	21
7.6 Scheduling.....	21
7.7 Attendance.....	21
7.8 Overtime	21
8.1 General Statement.....	22
8.2 Examples of Misconduct and Work Rules	22
9. SENIORITY	25
9.1 Definition.....	25
9.2 Loss of Seniority	25
10. LAYOFF AND RECALL.....	26
10.1 Layoffs	26
10.2 Notification of Layoff	26
10.3 Recall.....	27
10.4 Assurance of Proper Notification	27
10.5 Insurance Commencement Date for Recalled Employees	27
11. DEFINITIONS – EMPLOYEE BENEFIT DATES	27
11.1 Definitions of Employee Benefit Dates.....	27
11.2 Continuation of Benefits: See Schedules.....	28
12. LEAVES OF ABSENCE	28
12.1 General Provisions	28
12.2 Military Leave.....	29
12.3 Jury Duty Leave.....	30
12.4 Court Leave	30
12.5 Bereavement Leave.....	31
12.6 Educational Leave	32
12.7 Personal Leave.....	32
13. GRIEVANCE PROCEDURE	32
13.1 Grievance Steps – Employees hired prior to July 1, 2015:	32
13.2 Grievance Steps – Employees hired on or after July 1, 2015:	35
14. TERMINATION	35
15. OUTSIDE EMPLOYMENT	35
16. EMPLOYMENT OF RELATIVES	36
16.1 Definition of Relative.....	36
16.2 Prohibitions of Employment of Relatives	36

17. SAFETY	37
18. RE-EMPLOYMENT	37
19. POLITICAL ACTIVITY	37
20. EMPLOYEE IDENTIFICATION	37
20.1 Policy	37
20.2 Procedures	38
20.3 Social Security Privacy	38
SCHEDULE A – Paid Time Off	39
HOLIDAYS	40
VACATION LEAVE	41
Eligibility	41
Vacation Accumulation	41
SCHEDULE B	43
LIFE INSURANCE COVERAGE	44
Active Employees	44
Retirees	44
DISABILITY INSURANCE COVERAGE	44
Benefit Limits	44
Application for Benefits	45
Seniority During Disability Leave	45
WORKERS’ COMPENSATION	46
Reporting and Payments	46
Seniority/Continuous Service	47
Short-Term Compensation	47
Outside Employment	47
HEALTH INSURANCE	47
Hospital/Medical	47
Hospital/Medical Coverage – More than one Family Member Employed by County .	48
Prescription Drugs	48
Health Insurance Reimbursement	48
VEBA Trust	49
Employees Hired on or after March 23, 2011 - Notional Health Retirement Account	49
DENTAL BENEFITS	49
Benefit Eligibility	49
OPTICAL BENEFITS	50
Benefit Eligibility	50

CONTINUATION OF BENEFITS	50
SCHEDULE C	52
RETIREMENT BENEFITS	52
Defined Benefit Plan (Employees Hired Prior To July 1, 1996)	53
Multiplier.....	53
Retirement Eligibility.....	53
Employee Contribution Rate	53
Military Service	54
Pop-Up Option	54
Cost Of Living.....	54
Medical Benefits.....	54
Life Insurance.....	55
Miscellaneous Provisions	55
Defined Contribution Plan (Employees Hired Prior To July 1, 1996)	56
Contributions	56
Retirement Benefit Eligibility Date (Adjusted Service Date)	56
Medical Benefits.....	56
Retirement Application	58
Defined Contribution Plan (Employees Hired On Or After July 1, 1996).....	58
Contributions	58
Retirement Benefit Eligibility Date (Adjusted Service Date)	59
Medical Benefits.....	59
Life Insurance.....	61
Miscellaneous Provisions	61
Retirement Application	61
SCHEDULE D	62
EDUCATIONAL REIMBURSEMENT PROGRAM	63
MILEAGE ALLOWANCE	64
PART-TIME EMPLOYEE BENEFITS	64
Benefits Provided-Other Than Insurance.....	64
Insurance Benefits Provided	64
SHIFT PREMIUM	66
SCHEDULE E - POLICIES	67
EEO Statement.....	68
EEO Plan.....	68
Sexual Harassment*	71

Harassment and Discrimination Policy*	72
Use of Email	72
Internet Use	73
Passwords	75
Media Policy	75
Time and Attendance Policy	79
Code of Ethics	82
Drug Free Workplace	84
Workplace Violence Policy	84
Policy for Closure of County Facilities	85
Protocol Policy	88
ARBITRATION AGREEMENT	88
ACKNOWLEDGMENT	91

1. INTRODUCTION

1.1 Purpose

It is the purpose of the Genesee County Personnel Policy Manual to establish a system of uniform and equitable policies, in the form of rules and regulations that shall govern the hiring and the compensation, fringe benefits, hours of work and other terms and conditions of employment, for personnel of Genesee County.

1.2 Effective Date

The provisions of this Manual shall take immediate effect upon adoption by resolution of the Genesee County Board of Commissioners.

1.3 Definitions and Scope

Unless otherwise specifically stated in this Manual, the terms “employee”, “employees” or “personnel”, wherever same appear in said Manual, refer to any and all officials, officers, and employees. Subject to the exceptions set forth in the next three sentences of this section, and unless otherwise specifically stated herein, these rules and regulations apply to all employees paid by the County of Genesee, including, without limitation, employees of the Circuit, Probate and District Courts. These rules and regulations do not apply to employees of the following agencies: a) Genesee County Road Commission b) Genesee Health Systems and c) Drain Commissioner – Division of Water and Waste Services. Unless otherwise specifically stated in a later provision in this Manual, these rules and regulations do not apply to elected officials individually but elected officials shall comply with said rules and regulations as to such positions and employees under their supervision. The following provisions of this Manual do not apply to (1) elected officials, (2) employees directly appointed by the Board of Commissioners, other elected officials or semi-autonomous commissions, (3) temporary or seasonal employees, or (4) employees at will, provided however, elected officials and directly appointed employees shall comply with said provisions as to employees and positions under their supervision:

- Section 2 Vacancies,
- Section 7 Discipline,
- Section 9 Seniority,
- Section 10 Layoff/Recall,
- Subsection 11.3 Personal Time of Section 11,
- and Section 13 Grievance Procedure.

These rules and regulations do not apply to those individuals providing services to the County on an independent contractor basis.

1.4 Revision

The rules, regulations, policies and insurance programs herein set forth can only be revised or amended by resolution of the Genesee County Board of Commissioners, and may be revised or amended by the Board of Commissioners at any time.

1.5 Union Agreements

Where provisions of this Manual conflict with a Union Agreement, or differ from the terms of such an Agreement regarding a subject, the provisions of the Union Agreement shall govern and the provisions of this Manual shall be inapplicable.

1.6 Implementation

It shall be the responsibility of the Human Resources Department to administer the provisions of this Manual. All department heads and supervisory personnel shall abide by and enforce all rules and regulations contained herein.

2. UNIFORM EMPLOYMENT SYSTEM

2.1 Purpose

The establishment of a uniform system of employment procedures by Genesee County provides for effective governmental administration by insuring that selection, promotion, compensation, and general treatment of employees is based on fair, rational and consistent factors. Furthermore, such a uniform system of employment procedures assures that the principles of equal employment opportunity*, as defined in statutory provisions and mandated by governmental regulations, are met through the utilization of non-discriminatory, job-related criteria in selecting, promoting and transferring employees.

2.2 Recruitment

The Human Resources Department shall actively maintain a program to meet County staffing needs to assure open competition for vacant positions. This program may include publicizing of open positions throughout the community via advertisements with local news media and posting with numerous local agencies.

2.3 Application for Employment

An application for employment must be completed for all positions. All applications for employment shall be issued by the Human Resources Department and returned to the Human Resources Department. All applications for employment shall be processed

through the Human Resources Department to assure that uniform selection procedures are followed and to assure that applicants get proper consideration in line with their qualifications for vacant County positions. Each applicant must submit an application for employment within the specified posting period and must meet the minimum qualification requirements established for the position for which he or she is applying, in order to be eligible for consideration for employment.

2.4 Selection

The selection process shall maximize reliability, objectivity and validity through practical assessment of job-related qualifications deemed necessary for successful job performance. The Human Resources Department shall review and develop as necessary or requested valid selection devices (examinations, interviews, rating forms, etc.) for all positions.

2.5 Veterans Preference

In accordance with the Veterans Preference Act, as amended, Veterans who meet the minimum qualifications for the position shall be preferred for employment, as provided herein.

To be eligible for veteran's preference, applicants must:

- (a) Be a resident of the State of Michigan for two years
- (b) Be honorably discharged
- (c) Submit a DD 214 at the time of application
- (d) Meet all other requisite qualifications for the position

Eligible veterans shall receive an additional 5% - 10% of the total number of points available during the selection procedure for that position; accordingly increasing their initial total point score. The additional percentage of the total number of points available shall be determined by whether the applicant had wartime service.

2.6 Vacancies – Selection Procedures

Internal Procedures

Genesee County adheres to a policy of making vacancies available to current employees whenever possible consistent with EEOC regulations. Therefore, initial opportunities for vacant positions will be made available to employees within the affected department who have completed their probationary period, by virtue of a posting period of ten (10) calendar days within the department. Thereafter, the opportunities will be made available generally

to all County employees who have completed their probationary period by an additional posting period of ten (10) calendar days throughout all County departments. Probationary employees shall be considered before the open selection process begins, however, the Department Head is under no obligation to select the probationary employee for the vacancy. The Human Resources Department may combine the above mentioned departmental and County-wide posting period for the purpose of expediency.

The Department Head will not be obligated to consider a request for a vacancy from an employee during the employee's absence from work unless that employee submits the request in writing during the posted period. Employees will not be considered for any vacancy unless said employee will be available for work in the vacant position on the date said position is to be filled.

The authority of selection of a qualified applicant to fill a vacancy shall be vested in the Department Head or their designee. The Department Head will make the final decision regarding the selection of an applicant for a vacancy with consideration of the following criteria:

1. Knowledge, training and ability to do the work
2. Attendance records and performance evaluations
3. Physical qualifications
4. Relevant experience

Any employee who is selected for a vacancy through the process noted shall serve a ninety (90) calendar day trial period to prove they are capable of performing the work. At any time during this trial period the employee may on his/her own volition, request in writing to be relieved of the new position and return to his/her former position and rate of pay if applicable, so long as the former position is within the same department. At any time during the trial period, if the Department Head determines that the employee is unsatisfactory in the new position, the Department Head shall contact Human Resources to determine if the employee will be placed on layoff or has the ability to return to their former position.

(a) Promotion. A position is considered a promotion if the pay grade of the new classification ends in a higher hourly rate than the position currently held by the employee.

Employees accepting a promotional position will be placed on the pay scale at the first step which gives them a pay increase. If the employee is being promoted from non-supervisory to a supervisory position, the pay increase will be at least .50 per hour if such a step is available. The employee will establish a new anniversary date for step-up purposes one year from the date of promotion.

(b) Voluntary Demotion. A position is considered a demotion if the pay grade of the new classification ends in a lower hourly rate than the position currently held. Employees accepting a voluntary demotion will be placed on the pay scale at the

first step which gives them a pay decrease. The employee will maintain their current anniversary date for step-up purposes.

(c) Lateral Transfer. A position is considered a lateral transfer if the new classification and the currently held classification end with the same hourly rate. Employees accepting a lateral transfer position will receive the same rate of pay accordingly. The employee will maintain their current anniversary date for step-up purposes.

Open Selection Procedures

Any job vacancies not filled through the internal process established in section (a) will be opened to the general public through the established open competitive selection procedure which will include a posting of fourteen (14) calendar days. Employees hired on or after July 1, 2015, unless they are subject to a collective bargaining agreement, shall be considered terminable at will; therefore, either they or the County may terminate their employment with or without notice and with or without cause at any time.

If determined by the Human Resources Office there are numerous qualified applicants, the department will work with Human Resources to identify additional screening criteria to identify the ten (10) best qualified applicants for interview.

As determined by the interviewing department, viable applicants may be placed on an eligibility list after interview for a period not to exceed six (6) months. If a subsequent opening occurs in the same classification for which the applicant interviewed, and the internal vacancy procedure has not filled the position, the position can be offered to those on the eligibility list without an additional public posting.

All new hire full and part time employees hired prior to July 1, 2015, shall be required to serve a six (6) month (1040 hours) probationary period as indicated below. During this period of time the Department Head or their designee shall make a complete evaluation of the employee's capabilities for the position they hold. Probationary employees must attain at least a satisfactory performance rating during the probationary period in order to become a regular County employee.

2.7 Types of Employment (Definition of Employee Status)

- (a) Full Time Employees – An employee normally and regularly scheduled to work eighty (80) hours per bi-weekly pay period. These employees are entitled to all fringe benefits accruing to Genesee County employees, i.e., vacation leave, personal days, insurance, shift premium, etc., in accordance with applicable eligibility requirements.
- (b) Part Time Employees – An employee normally and regularly scheduled to work in a specific position budgeted on an annual basis for less than one thousand five

hundred (1500) hours per period. These employees are generally entitled to fringe benefits on a pro-rata basis in accordance with hours worked, consistent with applicable eligibility requirements.

- (c) Seasonal Employees – Some departments in Genesee County, such as the Parks and Recreation Department and Marine Patrol Division of the Genesee County Sheriff's Department, have a need for employees on a seasonal basis. These employees may work longer than temporary employees, i.e., over ninety (90) calendar days, but are treated as temporary employees for all fringe benefit purposes and compensation purposes.

2.8 Physical Examination/criminal background checks/DL checks

Physical Examination

Each prospective full time and part time employee shall be required to satisfactorily pass the required medical examination, given by a physician designated by the Human Resources Department, after a conditional offer of employment is made by the County. Knowingly furnishing of substantially false or misleading information in connection with said medical examination shall constitute grounds for discharge.

Background Checks

Applicants for hire and employees who move into, whether by bumping, promotion, transfer or any other means, 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.

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.

Employees shall be required to maintain and show proof of a valid Michigan Driver's license or CDL, as applicable, to operate a County vehicle.

3. CLASSIFICATION PLAN

3.1 Employee Groups

Effective July 1, 2015, Employee Groups (b), (c) and (d) are considered At Will. The Genesee County Classification Plan consists of five (5) groups of employees as follows:

- (a) Union – All employees officially represented by a certified bargaining unit for the purpose of negotiating hours, wages and other terms and conditions of employment.
- (b) Confidential – The following specific Clerical positions whose job duties involve negotiations, grievances, and other labor relation matters; and therefore are excluded from membership in the Clerical bargaining unit:

Human Resources Department Clerical employees
Circuit Court Administrator's Secretary
Probate Court Administrator's Secretary

- (c) Direct Appointees – The following positions directly appointed by the Board of Commissioners, by other elected officials, or by semi-autonomous Commissions including, but not limited to:

Administrative Assistant (County Clerk)
Administrative Secretary (Prosecutor's Office)
Administrative Secretary (County Clerk)
Administrative Secretary (District Court)
Attorney/Referee (Circuit Court)
Board & Capital Project Coordinator
Chief Animal Control Officer
Chief Assistant Prosecuting Attorney
Chief Deputy Drain Commissioner
Circuit Court Administrator
Clerk of the Court (District Court)
Controller
Corporation Counsel
Deputy Chief Assistant Prosecuting Attorney
Deputy Court Administrator (Circuit Court)
Deputy Drain Commissioner
Deputy Medical Examiner
District Court Administrator
Director of Equalization
Director of Human Resources
Director of Maintenance and Construction
Director/Coordinator of Planning
Director of Veterans' Affairs
Executive Director GCCARD

Friend of the Court
GVRC Director
GIS Director
Health Officer
I.T. Director
Judicial Advisory Assistant (Circuit Court)
Judicial Secretary Recorders (District Court)
Magistrate (District Court)
Major - Corrections Administrator
Medical Director
Medical Examiner
Parks & Recreation Director
Probate Court Administrator - Registrar
Probate Court Referee
Purchasing Director
Special Assistant Prosecuting Attorney
Sr. Services Director
Undersheriff

- (d) Classified – All non-union, non-confidential, or appointed employees.

Each position within the above four (4) groups of employees shall be designated by an appropriate job title and position number.

- (e) At Will – Employees hired into GCCARD, certain other positions who generally do not receive benefits from the County or employees hired after July 1, 2015.

3.2 Job Descriptions

Job descriptions are written specifications for each position contained within the classification plan. Job descriptions are developed and maintained by the Human Resources Department and shall include a job title, a general statement of duties and responsibilities, typical examples of duties performed, and minimum qualifications required. All job descriptions shall be reviewed periodically by the Human Resources Department to assure that they are current and valid. The official original copy of all job descriptions shall be maintained on file in the Human Resources Department.

4. DIRECT APPOINTEES

4.1 Definition

Certain employees directly appointed by the Board of Commissioners, by other elected officials, or by semi-autonomous commissions are designated as “direct appointees” (reference Section 3, 3.1(c)).

Direct appointees serve at the pleasure of their appointing authority for an indefinite period of time, except as provided in existing statutes, or in the appointing motion, resolution or document.

4.2 Compensation

Direct appointees shall be exempt from overtime (see Section 6.8) and are accorded a flat rate salary per year which serves as full salary for all hours worked in performing their various job duties and responsibilities as defined by their appointing authority, existing statutes, and County policies and procedures. Direct appointees shall work all hours required by the nature of their positions and are expected to average not less than 40 hours per week, on the average.

Direct appointees are compensated at the bi-weekly rate provided by dividing their annual flat salary rate into 26 installments and shall receive said compensation throughout the year, including when on vacation and when ill or injured, up until sick/accident insurance benefits commence.

5. EQUAL EMPLOYMENT OPPORTUNITY*

5.1 Hiring, Transfers and Promotions

The Genesee County Board of Commissioners is committed to the principles of equal employment opportunity as an integral part of the uniform employment system.

Genesee County recognizes its social, legal and economic obligation to extend employment opportunities to qualified applicants and employees regardless of age, sex, race, color, religion, national origin, physical, mental handicap and any other protected class.

The Genesee County Board of Commissioners has affirmed and fully supports the policy of equal employment and non-discrimination and the necessary efforts will be expended to assure that all recruitment, employment, training, promotions, appointments or any other phase of activity, comply with the above principles.

The Human Resources Department maintains an “open door” policy and it is available and accessible to all employees who feel their employment rights may have been violated in a discriminatory fashion.

However, any complaints involving a violation of equal employment opportunity laws can be filed separately or concurrently in accordance with the grievance procedure as set forth in Section 13 of the Personnel Policy Manual.

There are two ways in which complaints will be resolved – informal and formal.

Informal – An inquiry into the allegation to attempt to resolve complaints through mutually satisfactory understanding or adjustment.

Formal – The following procedures will be utilized in a formal hearing:

- (1) A notice of specific allegations will be given to the Department Head.
- (2) A reasonable amount of time will be given to respond to allegations.
- (3) The Director of Human Resources or designee will function as decision maker.
- (4) Both parties will be allowed representation of their choice.
- (5) Each party, claimant and respondent, will have the right to present evidence, both in writing and through witnesses.
- (6) Each party will have the right to question others who present evidence.
- (7) Decisions or recommendations will be made strictly on recorded evidence presented by the parties and will be set forth in a written report. This report will summarize evidence relevant to each issue, cite applicable federal or state laws or regulations and reasons for findings.

Each and every employee of Genesee County shall have the privilege of inquiry or complaint should they experience discriminatory treatment in the performance of their work duties, and believe they have been the victim of unlawful discrimination and shall be entitled to confer with the Director of Human Resources or his/her designee on the informal inquiry.

*EEO Statement and Plan: Schedule E POLICIES

5.2 Accommodation of Disabilities*

If you believe you have a disability, you are encouraged to discuss with your supervisor whether any accommodations would assist you in performing your job. Under Michigan law, a disabled employee may not allege a violation of the Michigan Handicappers' Civil Rights Act if the disabled employee does not notify his or her employer, in writing, within one hundred eighty-two (182) days after the date the disabled employee knew, or reasonably should have known, that an accommodation was needed.

*Step by step procedures and form for requesting an accommodation can be found at www.gc4me.com.

6. COMPENSATION

6.1 Compensation System

The Genesee County Compensation System shall include separate schedules of pay ranges or flat rates for all positions within the four (4) general groups of employees (Union, Confidential, Classified and Direct Appointees).

6.2 Development

All salary rates shall be established in conjunction with current job descriptions in accordance with the following factors:

- (a) Equal pay for equal work.
- (b) Internal consistency of comparable County positions.
- (c) Required skillset.
- (d) Rates of pay in comparable public agencies and where applicable, the private sector.
- (e) The financial condition of the County.
- (f) Union negotiations
- (g) Recruitment experience

6.3 Establishment and Maintenance

All salary rates must be authorized and approved by the Board of Commissioners, either through resolution or by ratification of Union agreements. The Human Resources Department shall be responsible for administration of the Compensation System. Periodic salary surveys and related studies of pertinent comparative factors shall be conducted by the Human Resources Department.

6.4 Starting Salary Rate

All newly hired employees shall be paid at the first step of the established pay range or at the established flat rate, whichever is applicable for the position in question. In the event applicants who satisfy minimum qualifications cannot be recruited by the Human Resources Department at the established starting rate as specified above, the Human Resources Department shall make a recommendation to the Board of Commissioners concerning a possible adjustment of the established salary range or rate for the position.

6.5 Merit Increment (Step-Up)

The work performance of each eligible employee shall be reviewed annually on performance evaluation forms by the Department Head for the purpose of determining which employees shall receive step increases. These forms shall be completed and returned to the Human Resources Department on or before each employee's anniversary

date. Employees who receive an overall satisfactory performance evaluation will be entitled to a one (1) step increase to the next step in their classification's pay range. Those employees who receive an overall unsatisfactory performance evaluation will not receive an increase and will be placed on three (3) month conditional status in order to provide the employee with an opportunity to improve their job performance to satisfactory. If, at the conclusion of the three (3) month conditional status period, the employee receives an overall satisfactory performance evaluation, he or she will receive the step increase effective the date the conditional status period ended. If an overall satisfactory performance evaluation is not achieved by the employee, no step increase will be granted for that year. Under no circumstances will any employee receive more than one (1) step increase for any given calendar year.

6.6 Payroll Procedures

The Human Resources Department shall provide assistance in payroll procedures and shall administer this Manual.

An employee's rate of compensation is determined from their authorized or negotiated annual salary reduced to an hourly rate. All regular hours worked are accumulated and compensated on the following basis: Eight (8) hours per day, forty (40) hours per week, two thousand and eighty (2080) hours per year. Payroll checks are issued every other Friday.

6.7 Payroll Deductions

Genesee County currently processes payroll deductions for Federal, State and City taxes, sponsored dependents on hospital/medical insurance, Union dues, United Way and Credit Union. Money may also be deducted in the event of a wage overpayment or other debt to the County (See 6.8 below). The following policy governs any payroll deductions for privately affiliated groups:

- (a) Genesee County may also participate in payroll deductions for privately affiliated entities, as determined by the Board of Commissioners.
- (b) Money may be deducted on a voluntary basis by an official partial wage assignment signed by the employee for specified charitable organizations or for voluntary savings programs.
- (c) Money may be deducted for Union dues for the certified bargaining unit (Union) of any employee.

6.8 Payroll Shortages and Overpayments

Upon the request of the employee, a supplemental check will be issued by the Controller's Office, for payroll shortages of eight (8) hours or more, as soon as possible, but no later than the end of the next business day of the employee's request. For any other payroll shortages, adjustments will be made in the employee's next check through regular processing procedures.

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, the amount owed to the County shall be eliminated by adjustment of the employee's next payroll check(s) up to the statutorily allowed maximum.

6.9 Longevity Compensation

For employees hired prior to April 1, 2005, longevity compensation will be paid to employees who have served the equivalent of seven (7), ten (10), thirteen (13), sixteen (16) and nineteen (19) years of service. Longevity increments shall be calculated as follows:

1. 2% of the annual rate upon completion of seven (7) years of continuous full-time service.
2. 4% of the annual rate upon completion of ten (10) years of continuous full-time service.
3. 6% of the annual rate upon completion of thirteen (13) years of continuous full-time service.
4. 8% of the annual rate upon completion of sixteen (16) years of continuous full-time service.
5. 10% of the annual rate upon completion of nineteen (19) years of continuous full-time service.

For employees hired on or after April 1, 2005, longevity is not available.

7. WORK SCHEDULE

7.1 Length of Work Day and Work Week

The standard employee work day consists of eight (8) hours (excluding the lunch break), five (5) days per week.

7.2 Hours

All County offices shall typically be open for the transaction of business 8:00 a.m. through 5:00 p.m. Monday through Friday, with the exception of those departments that: (1) have continuous and/or multiple shift operations, (2) are scheduled for furlough days or (3) have established shortened hours open to the public.

For those departments that have continuous and/or multiple shift operations, the beginning and ending of the work shift will vary with the needs of the department. It will

be the responsibility of the Department Head to insure that no regularly scheduled work shift shall be longer than eight (8) hours of work (excluding the lunch break).

7.3 Flex Time

Each participating department, division, and/or section may, consistent with its operating needs, institute a program which will allow full-time employees to voluntarily work a flexible work schedule, so long as departmental operations remain adequately staffed.

Each participating employee may complete a two-week flex time work schedule and deliver it to his/her immediate supervisor for consideration, on the Monday preceding the start of each pay period. If approval is not granted by the following Wednesday, the request is denied.

Flex time utilized under this program shall be subject to the following requirements and conditions:

- (1) Employees will schedule forty (40) hours of work per week.
- (2) Employees may schedule a maximum of ten (10) hours work each day.
- (3) Employees will schedule a minimum thirty (30) minute lunch break each day.
- (4) Leave time shall be entered on the employee's flex schedule.
- (5) Eligible employees will receive eight (8) hours pay for holidays.
- (6) Any employee who does not complete a flex time schedule shall be scheduled by the department head to work a normal work week.
- (7) Leave time will be charged according to the hours an employee was scheduled to work.
- (8) Employees working on a flex time schedule shall not receive daily overtime pay.

The granting or denial of flex time rests in the sole discretion of the Department Head. An approved flex schedule may be canceled with twenty-four (24) hour notice.

When the operational needs of the department, division, or section allow for only a limited number of employees within a classification who perform the same function to utilize flex time within a given pay period, seniority shall determine which employee(s) shall be afforded the opportunity to utilize flex time.

7.4 Lunch Period

The standard employee lunch period is one (1) hour in length.

7.5 Breaks

All employees scheduled to work a full shift shall be granted one (1) fifteen (15) minute breaks during the first half of the work shift period and one (1) fifteen (15) minute relief period during the second half of the work shift. Breaks may not be added to the lunch period nor accumulated in any manner.

7.6 Scheduling

The scheduling of shifts, lunch periods and breaks, in accordance with the above provisions, shall be the responsibility of the Department Head and shall be designed to provide the least possible disruption of the department's services to the public.

7.7 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 their shift.

Loss of employment will occur if the employee is absent for any three (3) consecutive working days without properly notifying their department. After such unreported absence the Employer will send written notification to the employee by certified mail at his or her last known address that because of his or her unreported absence the employee is considered to have resigned (voluntary quit) and is no longer in the employ of Genesee County. In proper cases, exceptions shall be made upon the employee producing convincing proof of inability to give such notice. However, such reinstatement shall not be construed as limiting the application of discipline for absence without reasonable cause.

7.8 Overtime

In periods of emergency, abnormal departmental workloads, or due to the necessity for providing essential services to County residents, Genesee County reserves the right to require employees to work in excess of the normal eight (8) hour work day, five (5) day work week. Overtime must be authorized by the Department Head or designee before worked. The Employer will attempt to distribute overtime in an equitable nature. Compensation for overtime hours worked is at time and one half (1 ½) the employee's hourly rate including longevity and shift premium. Overtime will be paid for hours worked in excess of forty (40) hours per work week. For the purposes of calculating overtime, hours worked will be considered those hours worked by the employee and paid holidays.

No other paid time off will be considered hours worked in the calculation of overtime, i.e., vacation time, personal time, bereavement, jury duty, etc.

Department Heads and other direct appointees (see Section 4.2), and employees in Grade 22 or higher are considered salaried, exempt employees not entitled to any overtime compensation or compensatory time off consideration. The salary rate accorded these employees shall serve as full compensation for all hours worked in performing their various job functions and responsibilities as defined by their appointing authority, existing statutes, and County policies and procedures.

Department Heads are responsible for budgeting the projected amount of overtime necessary for their department on a yearly basis and all overtime must be approved by the Department Head prior to the performance of the work involved. Department Heads are responsible for ascertaining that adequate supervision is provided employees working overtime.

8. DISCIPLINARY ACTION

8.1 General Statement

Genesee County reserves its inherent right and responsibility to administer discipline to employees for cause (except those employees as described in Section 1.3, Section 2.6, or at will employees as described in Section 3.1); to be exercised by various departments in a fair and consistent manner. Disciplinary action shall consist of a reprimand, suspension, or discharge. Disciplinary action assessed employees by the various County departments will be dependent upon the nature and seriousness of the offense or infraction; and the prior disciplinary record of the employee if applicable. The employee will be tendered a copy of any disciplinary action entered into his personnel file within three (3) days of the action taken, via personal contact or by certified mail. Disciplinary action assessed in instances of minor offenses or infractions will be progressive in nature. Verbal counseling may be given in cases not justifying disciplinary action. Verbal counseling are not considered discipline and not subject to the grievance procedure. A written record of the verbal counseling shall be provided to the employee and placed in the employee personnel file.

All verbal counselings, reprimands, suspensions and discharges are to be issued in writing and submitted to Human Resources within ten (10) calendar days to be entered in the employee's personnel file.

8.2 Examples of Misconduct and Work Rules

Genesee County has established the following work rules concerning employee conduct, which are deemed necessary to insure orderly and efficient operation of County business. These work rules and others which may be established from time to time, specify unacceptable employee conduct and violation of these work rules constitute sufficient grounds for disciplinary action ranging from reprimand to suspension and discharge depending on the seriousness of the offense in the judgment of the Employer.

These work rules are not intended to be all inclusive and each department in addition may have specific departmental rules and/or regulations which are applicable to employees working in that department. Nothing in these Work Rules shall be construed to alter the at will employment relationship for those employees described in Sections 1.3, 2.6 or 3.1.

Work Rules

1. Falsification of personnel or other records or reports.
2. Possession of or consumption of alcoholic beverages, narcotics or controlled substances while on duty or while using a County vehicle or reporting to work while under the influence of the aforementioned intoxicants, narcotics or controlled substances. (See Section 7.3).
3. Insubordination.
4. Misappropriation or theft of County property.
5. Abusive or improper treatment of an inmate, patient or client of any County institution or department.
6. Theft or misappropriation from the County or the inmates, patients, or clients of its institutions or departments.
7. Excessive tardiness in reporting for duty.
8. Being absent from duty or work station during working hours without permission.
9. Utilizing County property including, but not limited to, tools and equipment, for personal use.
10. Discharging job duties with discrimination in regard to race, creed, sex, age, national origin, political beliefs or any other protected class.
11. Failure to satisfactorily perform work duties.
12. Excessive absence from work without reasonable cause.
13. Absence of three (3) working days without properly notifying management (will be considered a voluntary resignation, reference Section 6, Work Schedule, Subsection 6.6).
14. Unauthorized possession of weapons on County premises at any time.
15. Refusal or failure to do job assignment or poor work performance.
16. Threatening, intimidating, coercing or interfering with employees or supervision at any time.

17. The making or publishing of false, vicious or malicious statements concerning any employee or supervisor or the County.
18. Abusive language to any employee or supervisor.
19. Sexual, religious, racial or ethnic harassment.
20. Disregard of safety rules or common safety procedure.
21. Immoral conduct or indecency.
22. Smoking in a non-designated area.
23. Assault and fighting.
24. Dishonesty.
25. Theft.
26. Gross negligence.
27. Prohibited strike or work slowdown.
28. Fraud.
29. Misconduct off the job which affects the ability to perform job duties or brings the County into disrepute.
30. Conviction of a felony.
31. Repeated failure to properly wear Employee Identification Badge.

8.3 Alcohol and Substance Abuse

Due to the County's "zero tolerance" regarding on-duty alcohol and substance abuse, the possession, consumption or sale of alcoholic beverages or any illegal drug (or legal drugs not prescribed for the employee) on the County's premises is strictly prohibited. The possession, consumption or sale of any illegal drug, alcoholic beverages (or legal drugs not prescribed for the employee) while on County business is also prohibited, except for legitimate law enforcement purposes. Violation of this policy may result in immediate dismissal.

The County reserves the right to require that a medical evaluation and alcohol or drug testing be conducted if an employee's work behavior or job performance is indicative of abuse of alcohol or illegal drugs. Referrals are to a physician or laboratory of the County's choice; the County pays for costs of the consultation and tests.

Any employee who is convicted under a criminal drug statute must inform the Human Resources Department in writing within five (5) calendar days.

9. SENIORITY

9.1 Definition

Only employees in full-time Confidential and Classified (section 3.1 b, d) classifications and who were hired prior to July 1, 2015 shall accumulate seniority.

Seniority shall be defined as the employees' continuous service in a department within the separate employers. Employees who have the same seniority date shall be placed on the seniority list alphabetically by last name. The primary purpose of a seniority date is that of layoff/recall and may vary from other employment related dates such as service date, retirement date, step-up date, etc.

9.2 Loss of Seniority

An employee's employment relationship with the County shall terminate for any of the following reasons:

- (a) The employee quits, retires, or receives a pension, including a disability pension, under the Genesee County Retirement System.
- (b) The employee is terminated or discharged and the termination or discharge is not reversed through the procedures set forth in this Manual.
- (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 their last known address that because of the unreported absence, the employee is considered to have resigned (voluntary quit) and is no longer in the employ of Genesee County. In proper cases exceptions shall be made upon the employee producing convincing proof of their 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, an approved leave of absence, sick leave, vacation or disciplinary suspension. In proper cases, exceptions shall be made upon the employee producing convincing proof of their inability to return as required.
- (e) The employee has been on a disability, worker's compensation leave or layoff status for a period of two (2) years or the length of his/her seniority, whichever is less.

10. LAYOFF AND RECALL

10.1 Layoffs

When a reduction in the authorized work force of any County department is being contemplated, the Department Head shall be so notified and given a reasonable opportunity, before such reduction is made effective, to recommend how the contemplated reduction should be allotted between classifications within the department. The contemplated reduction may be noticed to the Department Head in terms of a budget amount or amounts, rather than in personnel numbers. Before work force reductions within a department are allocated in a manner contrary to any such recommendation received, the Department Head will be afforded a reasonable opportunity to support his recommendation before the Board or before a committee of the Board of which all Board members are committee members. When the Board reduces the authorized number of positions in a classification within a department, employees within the affected department will be laid off by classification according to seniority, provided the employees being retained are able to perform the available work. No full-time, non-probationary employee shall be laid off from the classification being reduced while there are part-time, temporary or probationary employees being retained in that classification within that department. An employee being reduced out of their classification will displace shorter seniority employees in classifications of equal or lower pay within their department whenever the higher seniority employee meets the minimum qualifications of the position and is capable of performing the available work. In no event will employees in lower rated classifications be permitted to filter upward to higher rated classifications.

If the above "displacement" provisions result in a lower rated position being made available to the employee filtering downward, said employee will be required to make a decision to accept the lower rated classification or be placed on layoff status and submit same to the Human Resources Department within one (1) working day of initial notification of pending layoff from their current classification.

When the need arises to lay off an employee serving a promotional trial period, such employee shall be restored to the job classification from which he/she was promoted, and layoff shall be in the manner prescribed above.

10.2 Notification of Layoff

Employees being laid off from the work force under normal circumstances will receive seven (7) calendar days notice by personal contact, telephone call or written communication prior to being laid off; confirmed in writing by email with verified delivery receipt or certified mail to the employee's last known address as listed with the Human Resources Department. However, under emergency circumstances or in any instance where it is not possible for the County to provide said seven (7) day notification, this seven (7) day notification requirement shall be suspended.

10.3 Recall

When a departmental work force is to be increased after a layoff, or when openings occur within the reduced work force, any employees on layoff status from the department, from an equal or higher pay classification, will be recalled according to seniority, provided that the employee to be recalled meets the minimum qualifications and is capable of performing the available work. The County will not hire a new employee into a vacant position before offering that position to a laid off seniority employee who was laid off from an equal or higher paying position, who meets the established qualifications for the position to be filled and who is capable of performing the available work. Notice of recall may be by telephone call or other personal contact but in any event will be confirmed by email or certified mail to the employee's last known address as listed with the Human Resources Department.

Employees recalled to a different position than held at the time of layoff shall serve a ninety (90) day trial period to prove they are capable of performing the work. At any time during the trial period, if the Employer determines the employee is unsatisfactory in the position, the Employer shall have the right to return the employee to their former status.

10.4 Assurance of Proper Notification

The Human Resources Department shall have the responsibility of notifying each employee by verified email or certified mail concerning all layoffs and recalls to work and shall also be responsible for providing proper notification and information concerning status of insurance and other fringe benefits while employees are on layoff.

10.5 Insurance Commencement Date for Recalled Employees

Employees who have been on layoff status, who no longer have County insurance, and are recalled to County employment, and are otherwise eligible, will have the opportunity to re-enroll upon their return to work. Insurance coverage will become effective the first day of the month following the employee's return to work so long as any employee premium share responsibilities are met.

11. DEFINITIONS – EMPLOYEE BENEFIT DATES

11.1 Definitions of Employee Benefit Dates

- (a) Benefit Accrual Rate: Rate at which a particular benefit is accumulated; determined by the employee's continuous service with Genesee County. This rate increases in an incremental fashion as years of continuous service grow.
- (b) Benefit Accumulation: Actual amounts of the fringe benefit item received at the prescribed benefit accrual rate, in accordance with hours worked.

- (c) Continuous Service Date: Hire date adjusted for leaves of absence and/or layoffs in excess of thirty (30) calendar days; utilized for computing longevity payments.
- (d) Anniversary Date: Hire date adjusted for leaves of absence and/or layoffs in excess of thirty (30) calendar days; utilized for determining the date an employee's next scheduled merit increase.
- (e) Hire-In Date: Date of most recent employment with Genesee County.
- (f) Vacation Benefit Date: Hire date adjusted for leaves of absence and/or layoffs over thirty (30) calendar days; utilized for determining vacation accrual rate.
- (g) Personal Time Benefit Date: Hire date adjusted for leaves of absence and/or layoffs over thirty (30) calendar days; utilized for personal time accumulation.
- (h) Retirement Date (credited service): Date of membership in the Retirement System adjusted for any time absent from work over thirty (30) calendar days when contributions were not made by the member into the Retirement System.

11.2 Continuation of Benefits: See Schedules.

12. LEAVES OF ABSENCE

12.1 General Provisions

A leave of absence, as provided for in this Section, is a written authorized absence from work granted by the applicable Department Head. Such requests for a leave of absence shall be submitted in writing by the employee to the Department Head at least ten (10) working days in advance, except in emergency situations. The request shall state the reason for the leave of absence and the exact date on which the leave begins and the exact date on which the employee is to return to work. Authorization or denial for a leave of absence request shall be furnished to the employee in writing by the Department Head. Additional requirements for specific leaves are included in the following sections dealing with that specific leave.

Employees not receiving County pay will be required to pay any health insurance premium contribution directly to Human Resources in order to maintain hospital/medical and prescription drug coverage as provided for in Schedule B Continuation of Benefits.

Failure to return to work on the date scheduled shall be cause for termination subject to the provisions of Section 6, 6.7. A further extension beyond the return date designated on the original leave of absence may be granted provided written application for such extension, containing the reason for the extension and the exact revised date on which

the employee is to return to work, is made at least ten (10) days prior to the expiration date of the original leave of absence except in those instances where it is not possible to meet the ten (10) day requirement; and such extension is approved by the Department Head. Approval or denial shall be furnished in writing to the employee by the Department Head.

It is understood by the parties that leaves of absence are to be used for the purpose intended and employees shall make their intent known when applying for such leaves. Employees shall not accept employment elsewhere while on leave of absence, unless agreed to by the Department Head. Acceptance of employment or working for another employer without prior approval while on a leave of absence shall result in immediate termination of County employment.

12.2 Military Leave

- (a) Any employee shall be granted an unpaid military leave of absence if they are currently employed by the Employer and are called to active service, 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 two (2) calendar weeks.
- (b) Employees returning from active duty shall be reinstated to County employment in accordance with applicable federal and state law.
- (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 wages for the same period of time not to exceed two (2) calendar weeks in any calendar year. To receive such payment, employees must present verification of monies received during this training. Any additional time that an employee may be required to attend military meetings will not be compensated by the Employer.
- (d) An employee shall not lose seniority credit while on military leave either as a Reservist or in regular service if provisions in above sections are met. The time counted in computing seniority credit shall include employment with the Employer prior to the military service, a reasonable period between leaving his/her job and entering military service, not to exceed thirty (30) days, the entire period of his/her military service, and the period between his/her release from the service and his/her return to work.
- (e) 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 12, 12.2(c).
- (f) Employees other than Reservists as outlined in Section 12, 12.2(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 Section 12, 12.2(c), continue to accrue benefits while on military leave.

12.3 Jury Duty Leave

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 service. Employees shall be paid on the next regularly scheduled payday for each full day or half day of jury service, whichever is applicable after endorsing the jury duty check for each day to the County with the exception of those funds allocated for mileage. Employees who complete jury duty prior to the end of the work day shall return to their regular work station for the remainder of the work day.

If any problem arises with regard to the work schedule of a second or third shift employee required to serve jury duty, the parties will meet as soon as possible to arrange a reasonable work schedule for said employee during the jury duty period. This meeting will be attended by the Department Head and/or Supervisor, the Human Resources Director and the employee.

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 Section 9, 9.1) and continuous service for the purpose of benefit accrual rates and benefit accumulation shall continue for an employee while on an authorized, paid jury duty leave of absence.

12.4 Court Leave

Any employee other than a temporary employee required by the Board of Commissioners or any public agency having the power to 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 County prior notification of their court appearance if at all possible. Employees shall be paid on the next regularly scheduled pay day for each full day of court leave, after endorsing the fees check to the Employer, with the exception of those funds allocated for mileage.

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 Section 9 and 9.1) and continuous service for the purpose of benefit accrual rates and benefit accumulation shall continue for an employee who is on an authorized, paid court leave of absence.

12.5 Bereavement Leave

Bereavement leave shall be provided to employees who have completed at least 520 straight-time hours of employment.

When death occurs in an eligible employee's immediate family, as defined below, the employee upon request will be excused for any of the first four (4) scheduled working days and/or minor holidays immediately following the date of death provided they attend the funeral or memorial service. Minor holidays shall be counted as a bereavement day and in no event will extend the bereavement leave. In addition, in cases where more than four (4) working days occur between the date of death and the funeral or memorial service, the bereavement leave can be adjusted to encompass any four (4) consecutive, scheduled work days in conjunction with the funeral or memorial service provided that the employee attends the funeral or memorial service.

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

When death occurs in an eligible employee's immediate family as defined below, the employee upon request will be excused for any of the first three (3) scheduled working days and/or minor holidays immediately following the date of death provided they attend the funeral or memorial service. Minor holidays shall be counted as a bereavement day and in no event will extend the bereavement leave. In addition, in cases where more than three (3) working days occur between the date of death and the funeral or memorial service, the bereavement leave can be adjusted to encompass any three (3) consecutive, scheduled work days in conjunction with the funeral or memorial service provided that the employee attends the funeral or memorial service.

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

Employees excused from work under this provision shall receive the amount of wages they would have earned by working their scheduled straight-time hours each day they are utilizing bereavement leave.

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

Seniority 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.

12.6 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. 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 Section 9, 9.1) and continuous service for the purpose of benefit accrual rates shall continue for an employee on an authorized Educational Leave of Absence for the first thirty (30) calendar days of such leave. Upon return from a leave of absence lasting longer than thirty (30) days, an employee's seniority date, benefit accrual rates and benefit dates will be adjusted forward to take into account the length of the employee's absence, provided however, that the employee shall be given credit on their seniority date and benefit eligibility dates for the first thirty (30) calendar days of absence.

12.7 Personal Leave

- (a) A Personal Leave of Absence without pay may be granted employees with three (3) months of service (520 hours) by the Department Head.
- (b) Employees may be required to exhaust accumulated personal time prior to going without pay. However, if so requested in writing to the Human Resources Department at least ten (10) calendar days in advance of said leave, the employee going on personal leave may reserve twenty-eight (28) hours or their then current amount of accumulated personal time, whichever is less.
- (c) Personal Leave shall not exceed one (1) calendar year.
- (d) Seniority (reference Section 9, 9.1) and continuous service for purpose of benefit accrual rates shall continue for an employee on an authorized Personal Leave of Absence for the first thirty (30) calendar days of such leave. Upon return from a leave of absence lasting longer than thirty (30) days, an employee's seniority date and benefit accrual dates will be adjusted forward to take into account the length of the employee's absence, provided however, that the employee shall be given credit for the first thirty (30) calendar days of absence.

13. GRIEVANCE PROCEDURE

13.1 Grievance Steps – Employees hired prior to July 1, 2015:

Genesee County classified and confidential non-union employees, who were hired prior to July 1, 2015, and who have satisfactorily completed their probationary period, and who have a grievance concerning the application of established County policies and regulations concerning wages, hours of work, and conditions of employment including discipline, may present their grievance in accordance with the following procedure:

- Step 1. An employee having such a grievance may initially specify the grievance orally to his or her immediate supervisor. Thereafter, the Supervisor and the employee will attempt informally to resolve the complaint.
- Step 2. If the grievance is not resolved at this step, the employee may present the grievance in writing to his or her immediate Supervisor. The grievance must be presented in writing within fourteen (14) calendar days of its occurrence in order to be a proper subject for the grievance procedure. However, in no event will any claim for back pay or other compensation be valid for a period of more than fourteen (14) calendar days prior to the date the grievance was first filed. The Supervisor will provide a written answer to the grievance within seven (7) calendar days.
- Step 3. If the grievance is not satisfactorily resolved at Step 2, the employee may appeal the grievance to the Department Head, who will discuss the grievance with the employee. The grievance must be appealed in writing to the Department Head within seven (7) calendar days of the date of the Supervisor's answer or the matter will be considered resolved in accordance with the Supervisor's answer. Thereafter the Department Head will answer the grievance in writing within seven (7) calendar days from the date the grievance was appealed to the Department Head.
- Step 4. If the grievance is still not satisfactorily resolved in Step 3 above, the employee or his/her representative may appeal the grievance in writing to the Human Resources Department. The grievance must be appealed in writing within seven (7) calendar days of the date of the Department Head's answer. The Human Resources Department will arrange for a Step 4 meeting with the employee and/or his/her representative within ten (10) calendar days from the date the grievance was appealed to the Human Resources Department. During this meeting the grievance will be discussed and if a disposition is arrived at such disposition will be reduced to writing and signed by all parties and the matter will be considered resolved. If no agreement can be reached concerning the grievance, the Human Resources Director or his/her designee will issue an answer in writing and submit it to the employee and/or his/her representative within ten (10) calendar days of the Step 4 meeting. This answer will constitute final disposition of the grievance unless the grievance is eligible for Arbitration as provided in Step 5 below.
- Step 5. The employee or his/her representative may request Arbitration if the grievance is not satisfactorily resolved in Step 4 above, and if the subject matter of the grievance is (1) discipline consisting of discharge from employment or any suspension from work resulting in lost pay or (2) permanent promotion to a higher paying classification or permanent demotion to a lower paid classification. All such requests for Arbitration shall be made in writing to the Human Resources Director and shall state the precise issue to be decided and the specific portion of the established County policies or regulations which are claimed to be violated. If a request for Arbitration is not received within fourteen (14)

calendar days of the date of the answer issued by the Human Resources Director in Step 4 above, the matter shall be considered settled on their basis of this answer.

Genesee County and the employee shall attempt to mutually select an independent Arbitrator in accordance with the provisions of Step 5 of the procedure. If the County and the employee cannot reach agreement on an arbitrator within ten (10) calendar days, an arbitrator shall be selected from the Labor Panel of the Federal Mediation and Conciliation Service, using its procedures. A hearing shall be held as soon as practical and the Arbitrator shall issue a written reasoned opinion which shall be final and binding on the parties and the employee(s) involved, subject to any law or governmental regulation applicable thereto including those under authority of Genesee County.

The Arbitrator's fee, his/her travel expenses, the filing fee to the Federal Mediation and Conciliation Service and the cost of any room or facilities shall be borne by the County. The fees and wages of representatives, counsel, witnesses, or any other individuals attending the Arbitration hearing shall be borne by the parties incurring them.

The Arbitrator shall have no power to add to, subtract from, or modify any established policies or regulations of Genesee County. 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, or any employee right covered by statute or ordinance, such as a statute or ordinance prohibiting employment discrimination or describing an employee's rights.

The arbitrator's award shall be enforceable in a court of competent jurisdiction.

The time limits established in this procedure shall be followed by all parties. It is the grievant's responsibility to present and/or move the grievance to the next step within the time limits established herein. If an answer is not received from the Employer in a timely manner, the grievant should move the grievance to the next step. Failure to follow the established time limits and/or not moving the grievance to the next step will cause the grievance to be withdrawn.

Any employee who may come within the provisions of any legislative enactment entitling a military veteran to a preference in employment or who challenges the Employer's determinations regarding the veteran's employment status must elect either the grievance procedure or his/her statutory remedy as his/her single means of challenging the Employer's determination. This selection must be in writing prior to Step 4 of the grievance procedure. If the employee elects to pursue his/her statutory remedy, and grievance concerning the Employer's employment determination shall be considered withdrawn by the grievant and shall not thereafter be a subject of any arbitration proceeding.

Employees shall be free to use this procedure without restraint, coercion, discrimination, reprisal or interference from any other employee or an elected official.

If an employee elects to present a grievance, it must be presented in accordance with the procedure set forth above. Presentation of a grievance and exhaustion of these procedures are the exclusive remedy for a right of action against the County or the County Board, Human Resources Director, Department Head or any other County official, Officer or employee, with respect to any matter as to which the employee claims was without just cause, or a breach of implied or express contract or violation of public policy.

13.2 Grievance Steps – Employees hired on or after July 1, 2015:

Employees hired on or after July 1, 2015 may file a grievance and process that grievance through the first four Steps of the Grievance Procedure described in Section 13.1.

14. TERMINATION

Notice of termination by an employee shall be in writing and shall be given to the employee's Department Head at least two (2) calendar weeks prior to termination of employment except when emergency circumstances prevent such notification.

Notice of Separation Forms must be forwarded to the Human Resources Department immediately to facilitate computation of accrued vacation leave payment and other salary considerations and to insure that the position vacancy can be posted for re-filling. The reason for separation must be clearly defined. All County property in the possession of a terminated employee must be returned prior to his/her departure.

15. OUTSIDE EMPLOYMENT

Employees shall notify their Department Head in writing prior to accepting any outside employment. Outside employment is defined as any form of gainful employment entered into in addition to County employment. If additional employment is approved it must in no way interfere with the performance of regular County duties and under no circumstances shall duties from outside employment be performed during the employee's regular County working hours. Any employee undertaking additional employment must maintain a satisfactory performance level. Failure to abide by any of these conditions will be cause for disciplinary action.

16. EMPLOYMENT OF RELATIVES

The Nepotism policy prohibits employees who are relatives from working in the same chain of command. The policy is intended to ensure effective supervision, discipline, positive morale, as well as avoid appearances of impropriety, favoritism or conflict of interest.

Applicants are required to disclose family members on their employment application. Supervisors may inquire about a family relationship between employees to determine compliance with this policy.

16.1 Definition of Relative

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

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

16.2 Prohibitions of Employment of Relatives

Employees/applicants shall not be eligible for a position within a department where the Department Head, Assistant Department Head, Head of the Division or immediate supervisor is a relative of the applicant/employee. This policy shall also apply if the relative is not an immediate supervisor but is in such a position in the Department as to make recommendations or have influence in regards to matters such as work performance, evaluations, discipline, promotion, placement or salary, etc. of the related employee.

Employees will not be permitted to continue employment in a Department if he/she becomes the spouse of or is a relative of someone who subsequently becomes a Department Head, Assistant Department Head, Head of the Division or immediate supervisor where employed.

Existing employees who become involved in a relationship defined in this policy have an obligation to advise their supervisor and/or department head who shall notify Human Resources. An attempt to maintain employment of both employees will be made through a transfer, demotion, etc. of either employee. However, the County reserves the right to terminate either employee if the situation has not been resolved within six months from the date of the event. Employees who fail to make proper notification will be subject to discipline, up to and including discharge.

17. SAFETY

Genesee County, under the Michigan Occupational Safety and Health Act, is required to maintain for all its departments a work environment free from recognized hazards that cause or are likely to cause death or serious physical harm, as well as comply with specific occupational safety and health standards that apply to the working conditions in Genesee County's various departments.

Concerns about potential safety issues should be directed to the employee's supervisor, his/her Department Head or the County Risk Management in the Controller's Office.

18. RE-EMPLOYMENT

Former employees of Genesee County seeking re-employment shall not receive preferential or prejudicial treatment, except for qualified veterans (see Section 2.5). Re-employment for all procedural and benefit purposes will be considered as a new hire, including serving a probationary period and starting at the first step of the salary range.

Employees discharged from employment with Genesee County shall not be eligible for re-hire in any County department, except under limited circumstances and as determined appropriate by the Human Resources and Labor Relations Director.

19. POLITICAL ACTIVITY

The Genesee County Board of Commissioners recognizes that County employees have the same fundamental civic responsibilities and privileges as other citizens. Among these are campaigning for an elective public office and holding an elective or appointive public office. When campaigning as, or for, a candidate or if holding a public office, the use of County facilities, equipment, or supplies is prohibited.

County employees shall not engage in any type of partisan or non-partisan political activity at any time during their working hours.

In areas where there may exist a potential or actual conflict of interest, a leave of absence or resignation, as determined by Corporation Counsel, may be required.

20. EMPLOYEE IDENTIFICATION

20.1 Policy

All full time and part time County employees shall be issued employee I.D. Badges. All new employees will be issued I.D. Badges at the time of employment. Employees are required to wear I.D. Badges in a visible (conspicuous) place at all times during their scheduled working hours. The Employee Identification Badge Program is intended to enhance security within County Buildings, while also improving relations with the general public.

20.2 Procedures

- (a) Authorization for Employee I.D. Badges shall be issued by the Human Resources Department.
- (b) I.D. Badges shall contain the employee's picture, name, Department, employee's signature, eye color, hair color and. Employees should contact the Human Resources Department to obtain a badge.
- (c) Employees who fail to wear I.D. Badges will be initially orally counseled. Repeated failure to wear the I.D. Badge will result in formal disciplinary action.
- (d) Employee I.D. Badges are the property of Genesee County and they shall be returned by the employees upon termination of employment.
- (e) The Human Resources Department shall issue non-employee I.D. Badges to individuals regularly assigned to work in County buildings (Register of Deeds, Adult Probation, etc.), who are not employees of the County.

20.3 Social Security Privacy

In order to administer its employee benefit programs and continue other operations, the County will retain and occasionally use your Social Security number. The County prohibits any intentional public display of Social Security numbers. It also prohibits any employee from maintaining, accessing, viewing, or using for their own personal purposes the Social Security number of another individual. For business purposes, authorized County personnel, who have a business use for this information, are allowed to maintain, access, view, or transmit records and documents containing Social Security numbers. Employees who use an employee's Social Security number shall take reasonable steps to prevent other persons from seeing that number. Under no circumstances shall a Social Security number be used on an employee identification badge or card.

When necessary, records and documents that contain Social Security numbers will be properly destroyed by a method that prevents the display of the entire Social Security number. The unauthorized removal or disclosure of Social Security numbers, in any medium, from the County premises is prohibited.

SCHEDULE A – Paid Time Off

**Holidays
Vacation Leave
Personal Time**

HOLIDAYS

- (a) The following days shall be designated and observed as paid holidays for full time and part time Genesee County employees who are otherwise eligible in accordance with the provisions of (b) below.

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

- (b) Eligibility for holidays for the days listed above is subject to the following requirements:
- (1) In order to qualify for holiday pay, the employee must have completed five hundred twenty (520) straight time hours with Genesee County;
 - (2) The employee must work his/her scheduled hours on both his/her last regularly scheduled day before the holiday and on his/her first regularly scheduled day after the holiday or be on an authorized normally paid leave;
 - (3) The employee must not be on a layoff;
 - (4) The employee must not be suspended for disciplinary reasons;
 - (5) 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.
- (c) 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. However, in departments having continuous seven (7) day operations, the actual date of the holiday will be recognized. Eligible full time employees who perform no work on a holiday shall be paid their regular holiday pay of eight (8) hours at their current hourly rate of pay.

Employees required to work on a designated major holiday (New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day) will be paid premium pay at one and one half (1 ½) times their regular hourly rate for all hours worked in addition to their regular holiday pay. Employees required to work the remaining minor holidays specified above will be paid their regular hourly rate for the first eight (8) hours worked in addition to their regular holiday pay, and overtime premium in accordance with Section 7.8, for hours in

excess of eight. For the purpose of computing overtime, all holiday hours (worked or unworked) for which an employee is compensated (in cash or compensatory time off) shall be regarded as hours worked.

VACATION LEAVE

Eligibility

Vacation leave will be available after the employee has served at 1040 hours. Upon the completion of 1040 hours, the employee will be credited with forty-five (45) hours vacation leave and thereafter will accumulate nine (9) hours of vacation leave for each 208 hours worked. Use of vacation time can only be scheduled with the Department Head's approval who will consider both the wishes of the employee as well as efficient operation of the department concerned.

Vacation Accumulation

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

For the first five (5) years of full-time service, employees shall accrue paid vacation at the rate of nine (9) hours for each 208 working hour period. (Ninety (90) hours or eleven and one-fourth (11 1/4) working days vacation per year). The maximum vacation which may be accumulated shall be 135 hours.

Upon completion of five (5) years full-time service, employees shall accrue paid vacation at the rate of thirteen (13) hours for each 208 working hour period. (130 hours or sixteen and one-fourth (16 1/4) working days vacation per year). The maximum vacation which may be accumulated shall be 195 hours.

Upon completion of ten (10) years full-time service, employees shall accrue paid vacation at the rate of seventeen (17) hours for each 208 working hour period. (170 hours or twenty-one and one-fourth (21 1/4) working days vacation per year). The maximum vacation which may be accumulated shall be 255 hours.

Upon completion of fifteen (15) years full-time service, employees shall accrue paid vacation at the rate of twenty (20) hours for each 208 working hour period. (200 hours or twenty-five (25) working days vacation per year). The maximum vacation which may be accumulated shall be 300 hours.

An employee's accumulation of vacation leave shall cease when he/she has accrued the allowable maximum and will not begin to accumulate again until the employee's vacation leave balance falls below this amount.

Salary may not be substituted for vacation leave while the individual is employed by Genesee County.

Vacation pay will be paid at the current salary rate of the employee (exclusive of shift premium).

Upon separation from County employment an employee shall receive payment for unused vacation leave at his/her current salary rate.

Vacation Cash-in

Employees 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 does 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.

Personal Time

Eligible employees shall receive 64 hours of personal time upon the completion of 520 straight time hours of employment and thereafter upon the personal benefit date during each calendar year. The intended use of said days is for such legitimate purposes as short term illness, doctor, dentist or attorney visits, attending funerals not covered by the bereavement leave provisions, and other necessary personal business. If not utilized, said personal days will accumulate indefinitely and have no monetary value upon separation from employment with Genesee County for whatever reason. Approval must be obtained from the Department prior to utilizing personal days except in emergency situations. However, the County reserves the right to require that the employee absent from work furnish satisfactory proof that said absence from work was occasioned by reasonable cause in those cases where the County has cause to believe that employees are abusing time off from work provisions. Nothing in the above provisions shall diminish the employee's responsibility to comply with departmental procedures concerning prior notification of absence from work.

SCHEDULE B

Life Insurance
Disability Insurance
Workers' Compensation
Health Insurance
Dental Benefits
Optical Benefits
Continuation of Benefits

Exhibit A

Worker's Compensation Procedures

HIPAA

The County strives to preserve the confidentiality of medical information. Under the federal HIPPA law, certain medical information may be used for employment-related purposes, such as determining eligibility for sick leave or FMLA leave. Questions regarding HIPAA should be referred to the Human Resources Department.

LIFE INSURANCE COVERAGE

Active Employees

Classified/Confidential

Employees are eligible for \$50,000 term life insurance policy on the first day of the month immediately following the completion of 520 hours of straight-time employment.

Appointed

Appointed classifications are eligible for \$100,000 term life insurance policy on the first day of the month following their start date.

Elected

Elected classifications are eligible for \$100,000 term life insurance policy on the first day in which they take office.

Retirees

Life insurance for retirees is \$12,000 for employees who retire on or after January 1, 2001. The date of separation of employment shall be utilized for determining the proper benefit level.

DISABILITY INSURANCE COVERAGE

Benefit Limits

Classified/Confidential classifications are eligible for disability insurance benefits on the first day of the month immediately following the completion of 520 hours of straight-time employment. Appointed classifications are eligible the first day of the month following their start date.

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). Employees with five (5) years or more who commence long term disability on or after January 1, 2001, are eligible for long term disability to age sixty-five (65) or for a maximum of ten (10) years, whichever is shorter.

Effective July 1, 2015, for Classified/Confidential classifications, short-term disability benefits commence after completion of a twenty-one (21) calendar day waiting period. For Appointed classification, short term disability benefits commence after completion of thirty (30) calendar day waiting period. Eligible Classified/Confidential employees receive sixty (60%) percent of the employee's regular weekly wage rate up to a maximum of \$530.00 per week, for up to twenty-six (26) weeks. Appointed receive \$200 per week;

the County will pay the difference of \$200 and 60% of gross weekly pay, not to exceed \$1,500. Employees will be required to exhaust accumulated personal time prior to going without pay if the disability leave is also a qualified FMLA leave. However, upon request, the employee may reserve 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.

Long-term disability benefits commence after twenty-six (26) weeks, or upon proper certification of a permanent disability, whichever comes first. Eligible Classified/Confidential employees receive a monthly allowance of sixty percent (60%) of the employee's regular monthly wage rate up to a maximum of \$2100.00 per month. Appointed maximum shall be \$6,000 per month.

Application for Benefits

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

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

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

Employees not receiving regular County pay will be required to pay their premium contribution directly to Human Resources in order to maintain hospital/medical and prescription coverage. See Continuation of Benefits section in this schedule.

Seniority During Disability Leave

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

his/her seniority date and benefit eligibility dates for the first thirty (30) calendar days of his/her absence, as described above.

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

WORKERS' COMPENSATION

Reporting and Payments

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

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

Employees not receiving regular County pay will be required to pay their premium contribution directly to Human Resources in order to maintain hospital/medical and prescription coverage. See Continuation of Benefits section in this schedule.

Seniority/Continuous Service

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

Short-Term Compensation

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

Outside Employment

Unless approval of the Employer is granted in advance, employees shall not be permitted to accept employment elsewhere while on Worker's Disability compensation leave. Acceptance of employment or working for another employer without advance approval, while on such leave may result in disciplinary action up to and including immediate discharge.

HEALTH INSURANCE

Hospital/Medical

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

For Classified/Confidential classifications, 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. For Appointed classifications, coverage is effective the first day of the month following their start date. For Elected classifications, coverage is available the first day in which they take office.

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.

Employees not receiving County pay will be required to pay their premium contribution directly to Human Resources in order to maintain hospital/medical and prescription coverage. See Continuation of Benefits section in this schedule.

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

When spouses/dependents 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(s).

Prescription Drugs

For Classified/Confidential classifications, 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. For Appointed classifications, coverage is effective the first day of the month following their start date. For Elected classifications, coverage is available the day in which they take office.

Coverage for prescription drugs obtained at pharmacies in the carrier/administrator's 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.

Health Insurance Reimbursement

Employees and retirees who are eligible for hospital/medical coverage must advise the Human Resources Department, on forms provided, of their voluntary election not to receive County paid hospital/medical 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 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 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 without coverage during that six (6) month period.

Effective December 1, 2014, employees receiving County insurance through his/her spouse or other person, who also works for, or is retired from the County are 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 coverage. Such employee will receive a pro-rated amount for each full month without otherwise eligible coverage during that six (6) month period.

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.

The County will reduce the pre-tax compensation of each employee hired before March 23, 2011 by 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.

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 Schedule C - Retirement).

DENTAL BENEFITS

Benefit Eligibility

For Classified/Confidential classifications, dental benefits shall be provided effective the first day of the month immediately following the completion of 1040 hours of straight-time employment at no cost to the employee. For Appointed classifications benefits shall be provided the first day of the month following their start date. For Elected classifications, benefits shall be provided the day in which they take office. Classified/Confidential 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.

OPTICAL BENEFITS

Benefit Eligibility

For Classified/Confidential classifications, optical benefits shall be provided effective the first day of the month immediately following the completion of 1040 hours of straight-time employment at no cost to the employee. For Appointed classifications, coverage will be provided effective the first day of the month following their start date. For Elected classifications, coverage will begin effective the day in which they take office. Classified/Confidential 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.

CONTINUATION OF BENEFITS

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.

The County will provide a maximum of twelve (12) months hospital/medical coverage for employees on authorized disability leave of absence who have at least five (5) full years of continuous service, beginning with the first day such employee goes on authorized disability leave status. Employees who have at least one (1) full year of service but not more than five (5) full years of service shall be provided a maximum of six (6) months of hospital/medical coverage in accordance with the above provisions. 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. Employees on a disability leave shall make their premium payments on an after-tax basis.

The County will provide one (1) month's hospital/medical coverage for each full year of continuous service up to a maximum of six (6) months coverage, for employees on layoff status, beginning with the first day of layoff. Said continuation of hospital/medical

coverage is contingent upon the laid off employee maintaining eligibility for unemployment benefits. 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. Employees on lay-off status shall make their premium payments on an after-tax basis.

Employees will also be permitted the option of continuing present hospital/medical coverage at their own expense under COBRA while on authorized Educational Leave and Personal Leave, beginning with the first day such employee goes on said authorized leave. Employees on authorized disability leave or on layoff status who are not eligible for paid benefits will also be permitted the option of continuing the County's group benefit under COBRA. Employee payment of the insurance premiums referred to in this section must be submitted to the Human Resources Department in the form of a check or money order by the 1st of each month, or coverage will cease in accordance with the COBRA guidelines. Employees on an Educational Leave and/or Personal Leave shall make their premium payments on an after tax basis.

The above provisions of this Section concerning continuation of hospital/medical coverage shall be applicable to Term Life Insurance coverage, Optical Insurance and Dental Insurance.

SCHEDULE C

**Defined Benefit Plan
Defined Contribution Plan**

RETIREMENT BENEFITS

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.

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

Multiplier

The retirement allowance factor for employees who retire on or after July 30, 2001 shall be 2.4 for all years of credited service. The maximum portion of the retirement allowance financed by the Employer shall not exceed seventy-five percent (75%) of the employee's final average compensation.

Retirement Eligibility

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

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

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

Deferred retirement after fifteen (15) years of credited service with retirement benefit payments commencing when twenty-three (23) years of service would normally have been completed.

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 benefits being received within twelve (12) months of return from such leave or layoff.

Employee Contribution Rate

The Employer will take the actions necessary to implement an IRC Section 414(h)(2) pick-up arrangement. Effective July 1, 2015, the County will reduce the pre-tax compensation of each employee's straight-time pay by (9%) deducted biweekly from paychecks which the County will contribute to the Genesee County Employees Retirement System as an Employer contribution.

Military Service

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

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

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

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

Pop-Up Option

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

Cost Of Living

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

Medical Benefits

The Employer will provide the retiree, spouse and dependents medical, prescription drug, dental and optical coverage, upon the commencement of retirement benefit payments, based on the following provisions.

- a. Employees retiring before June 1, 2012 shall be provided with medical, prescription drug, vision and dental coverage, including any premium contributions, deductible and co-insurance equivalent to the coverage which was in effect for the retiree at the time of separation of employment.
- b. Employees retiring on or after June 1, 2012 shall be provided with vision and dental coverage equivalent to the coverage which was in effect for the retiree

at the time of separation of employment. Employees shall be provided medical and prescription drug coverage that is in effect for active employees, including any premium contributions, deductibles and co-insurance, as may be changed from time to time.

If such coverage is not available, the employer will endeavor to provide similar coverage.

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

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

Life Insurance

Employees who retire on or after January 1, 2001 shall receive \$12,000 straight life insurance policy upon commencement of pension benefit payments.

Miscellaneous Provisions

- a) A retiree, who selects the Straight Life Allowance retirement option or a Section 25(c) option, will be entitled to medical, dental and optical benefits through the retiree's lifetime only. 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 deceases during the guaranteed period of Option C, one (1) beneficiary will receive medical, dental and optical coverage for the remainder of the guarantee period after which time all coverage will cease.
- e) The beneficiary of an employee who deceases for non-duty reasons will be entitled to medical, dental and optical coverage if the employee has 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) 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.

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

Contributions

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. The employee shall have the option of contributing an amount equal to either three percent (3%) of gross earnings or seven percent (7%) of gross earnings depending upon which plan the employee selected. Employees are one hundred percent (100%) vested in their account.

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

Retirement Benefit Eligibility Date (Adjusted Service Date)

While on a leave of absence, the employee's retirement benefit eligibility date may be affected. Under the provisions of the Defined Contribution Plan, the employee's retirement benefit eligibility date will be adjusted day for day after 30 calendar days on any leave for absence so specified in the contract.

Medical Benefits

The Employer will provide the retiree, spouse and dependents medical, prescription drug, dental and optical coverage, based on the following provisions.

- a. Employees retiring before June 1, 2012, shall be provided with medical, prescription drug, dental and optical coverage, including any premium contributions, deductibles and co-insurance equivalent to the coverage which was in effect for the retiree at the time of separation.
- b. Employees retiring on or after June 1, 2012, shall be provided with vision and dental coverage equivalent to the coverage which was in effect for the retiree at the time of separation of employment. Employees shall be provided medical and prescription drug coverage that is in effect for active employees, including any premium contributions, deductibles and co-insurance, as may be changed from time to time.

Such benefits shall be provided as follows:

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

If such coverage is not available, the employer will endeavor to provide similar coverage.

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

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

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.

Life Insurance

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

Miscellaneous Provisions

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

Retirement Application

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

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 an amount equal to eight percent (8%) of the employee's gross earnings each pay period into the employee's personal DC Plan retirement account. After completion of five hundred twenty (520) hours of straight-time employment, the employee shall have the option of contributing an amount equal to either three percent (3%) of gross earnings or seven percent (7%) of gross earnings depending upon which plan the employee chooses.

An employee promoted into the bargaining unit will maintain the contribution rate established when the employee first became a member of the 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:

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

Retirement Benefit Eligibility Date (Adjusted Service Date)

While on a leave of absence the employee's retirement benefit eligibility date may be affected. Under the provisions of the Defined Contribution Plan, the employee's retirement benefit eligibility date will be adjusted day for day after 30 calendar days on any leave of absence so specified in the contract. Further, an employee's seniority date will be adjusted day for day after 30 calendar days on leave of absence.

Medical Benefits

The Employer will provide, to employees hired before March 23, 2011, the retiree, spouse and dependents medical, prescription drug, dental and optical coverage, based on the following provisions.

- a. Employees retiring before June 1, 2012, shall be provided with medical, prescription drug, dental and optical coverage, including any premium contributions, deductibles and co-insurance equivalent to the coverage which was in effect for the retiree at the time of separation.
- b. Employees retiring on or after June 1, 2012, shall be provided with vision and dental coverage equivalent to the coverage which was in effect for the retiree at the time of separation of employment. Employees shall be provided medical and prescription drug coverage that is in effect for active employees, including any premium contributions, deductibles and co-insurance, as may be changed from time to time.

Such benefits shall be provided as follows:

- (1) After 23 years of credited service, regardless of age.
- (2) When the employee attains age 60 for those who leave with at least fifteen (15) years of credited service but less than 23 years of service, provided the employee pays 25% of the medical and prescription drug coverage premium.

Retiree dependents who are receiving medical, dental or optical benefits under this provision, shall continue to receive such benefits upon death of the retiree as long as the

Beneficiary is otherwise eligible, pursuant to the terms and conditions of the carrier/administrator.

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.

Notional Account

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 23 years of service with the County, at separation. Employees who reach 15 years of service with the County may defer 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 23 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.

Life Insurance

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

Miscellaneous Provisions

- a) An employee, hired before 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 the Medical section above and considered having met the years of service requirement.
- b) In the event an employee, hired before 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 under the provisions of the carrier/administrator.
- c) An employee, hired before 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.

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.

SCHEDULE D

Miscellaneous Employee Benefits

Education Reimbursement

Mileage

Shift Premium

Part Time Employee Benefits

EDUCATIONAL REIMBURSEMENT PROGRAM

Educational reimbursement application forms can be obtained from the Human Resources Department or the County website. Full time, non-probationary employees must be on the active employment payroll during the entire duration of the course to be eligible.

The course must be from an accredited college or institution, must be applicable to a position within the County and be in accordance with County Personnel Policy or union contract. Seminars, workshops and other training sessions which do not provide credit, are excluded.

Employees must satisfactorily meet academic achievement requirements. Undergraduate coursework must receive a minimum grade "C" and graduate coursework a minimum grade "B".

Class attendance and course assignments must be completed on the employee's own time, unless authorized personal and/or vacation time is being used. Employees are also prohibited from utilizing break periods and/or lunch periods to attend class, however, approved flex schedules are permitted to be utilized.

There is an allowed maximum reimbursement limit for tuition expenses per employee per calendar year. A refund will not exceed the employee's actual expenditures, nor will reimbursement be issued for expenses also being reimbursed through other sources (i.e., scholarships, Pell grants, G.I. Bill, etc.). Payments for books, supplies, transportation, parking, meals, recreational activities, and graduation are excluded. However, mandatory fees for which the employee is required to pay in order to register for approved course(s) will be reimbursed.

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

Within thirty (30) 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) 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), he/she 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.

MILEAGE ALLOWANCE

Any employee, authorized by the County to utilize their own personal vehicle on actual County business shall receive a mileage allowance established by the IRS guidelines.

PART-TIME EMPLOYEE BENEFITS

Benefits Provided-Other Than Insurance

Part-time employees will be credited with the following full-time employee benefits (if otherwise eligible) on a pro-rata basis in accordance with hours worked (2080 being equivalent to one year of service), unless provided otherwise below:

1. Vacation (see Schedule A);
2. Personal Days (see Schedule A);
3. Step Up Increments;
4. Longevity;
5. Retirement;
6. Seniority (except for layoff purposes)
7. Holidays - 50% of recognized paid holiday pay on the holiday accorded full-time employees, contingent upon the part-time employee working a regularly scheduled work week averaging a minimum of twenty (20) hours (after completion of 520 hours of straight-time employment).
8. Bereavement Leave - Fifty (50) percent of the hours accorded full-time employees with pay, in accordance with the provisions of 12.5 Bereavement, (after completion of 520 hours of straight-time employment).
9. Leaves of Absence – 12.3 Jury Duty and 12.4 Court Leave, for scheduled hours absent from work only.
10. Notional Health Retirement Account – Part-time employee's hired on or after March 23, 2011 will be credited with fifty percent (50%) of the dollar amount accorded full time employees in accordance with the provisions of Schedule C - Retirement. These credits shall commence after completion of 520 hours of straight-time employment.

Insurance Benefits Provided

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

1. Disability - 60% of regular weekly salary (20 hours x hourly rate) up to the weekly maximum in effect for full-time employees.
2. Life Insurance - 100% of full-time employee coverage.
3. Health Insurance, Dental, Optical – Part-time employees who work less than thirty (30) hours per week will receive 100% of full-time employee health insurance coverage contingent on part-time employee paying 50% of monthly premiums, on a pre-tax basis, through payroll deduction effective upon the first day of the month immediately following the completion of 520 hours of straight-time employment. Part-time employees will also receive 100% of full-time employee dental and optical coverage, contingent on said employees paying 50% of monthly premiums through payroll deduction effective upon the first day of the month immediately following the completion of 1040 hours of straight-time employment. Said employees shall also have the option of electing dental and/or optical coverage on the first day of the month immediately following the completion of 520 hours of straight-time employment, provided said part-time employees pay 100% of premiums through payroll deduction, until he/she is eligible for Employer paid coverage.
4. Health Insurance Reimbursement – Part-time employees who are eligible for hospital/medical benefits, must advise the Human Resources Department, on forms provided, of their voluntary election not to receive County paid hospital/medical coverage. This “Opt-Out” will remain in effect until the employee notifies the Human Resources Department on forms provided of the employees’ election to commence coverage as otherwise provided in this section.

Employees must sign a waiver which holds the County harmless for any liability which may be caused by voluntarily electing not to receive hospital/medical insurance coverage from the County.

Thereafter, for 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 \$250.00 (in December or June as appropriate), provided that during the (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 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 without coverage during that six (6) month period.

Effective December 1, 2014, employees receiving County insurance through his/her spouse, or other person who also works for, or is retired from the County are 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 coverage. Such employee will receive a pro-rated amount for each full month without otherwise eligible coverage during that six (6) month period.

SHIFT PREMIUM

A shift premium will be paid to an employee for any time worked on any shift scheduled by the department head to start in accordance with the following:

Scheduled Shift Starting Time	Shift Premium
(1) On or after 3:00 p.m. and before 11:00 p.m.	6%
(2) On or after 11:00 p.m. and before 4:00 a.m.	8%
(3) On or after 4:00 a.m. and before 6:00 a.m.	8% until 8:00 a.m.
(4) On or after 12:00 noon and before 3:00 p.m.	6% for four (4) hours

Employees of Genesee Valley Regional Center (GVRC), a 24/7 operation, shall have three shifts identified as follows:

- 1st shift Any shift starting on or after 5:00 a.m. but before 12:00 noon.
- 2nd shift Any shift starting on or after 12:00 noon but before 10:00 p.m.
- 3rd shift Any shift starting on or after 10:00 p.m. but before 5:00 a.m.

A shift premium will be paid for hours worked on 2nd and 3rd shifts as provided below.

12:00 p.m. to 10:00 p.m.	6%
10:00 p.m. to 5:00 a.m.	8%

SCHEDULE E - POLICIES

EEO Statement
EEO Plan
Sexual Harassment Policy
Harassment and Discrimination Policy
Use of Email
Internet Use
Passwords
Media Policy
Time and Attendance Policy
Code of Ethics
Drug Free Workplace
Workplace Violence Policy
Policy for Closure of County Facilities
Protocol Policy
Arbitration Agreement

EEO Statement

Genesee County provides equal employment opportunities (EEO) to all employees and applicants for employment without regard to religion, race, color, national origin, sex, disability, age, marital status, height, weight, arrest record, genetic information and familial status. In addition to federal law requirements, Genesee County complies with applicable state and local laws governing nondiscrimination in employment in every location in which the County has facilities. This policy applies to all terms and conditions of employment, including recruiting, hiring, placement, promotion, termination, layoff, recall, transfer, leaves of absence, compensation and training.

Genesee County expressly prohibits any form of workplace harassment based on race, color, religion, gender, sexual orientation, gender identity or expression, national origin, age, genetic information, disability, or veteran status. Improper interference with the ability of Genesee County's employees to perform their job duties may result in discipline up to and including discharge.

Genesee County prohibits retaliation against employees who file complaints or participate in investigations.

Accordingly, the Genesee County Board of Commissioners is committed to the principles of Equal Employment as an integral part of its human resources system.

EEO Plan

I. POLICY STATEMENT

It is the policy of Genesee County and its departments to pursue equal employment opportunity regardless of religion, race, color, national origin, sex, disability, age, marital status, height, weight, arrest record, genetic information and familial status as defined by federal and state law in our relationship with applicants for employment, employees of the county, and the public.

II. DISSEMINATION AND COMMUNICATION

This Equal Employment Opportunity Policy shall be made available to employees, applicants, and organizations outside the department through employee handbooks, policy directives, posting in conspicuous locations, the Internet, and through notification to departments, etc.

Supervisory personnel will be advised of the Policy through meetings and/or trainings, with emphasis on individual responsibilities for implementation of the Policy.

III. RESPONSIBILITIES

A. Implementation

The Human Resources & Labor Relations Director shall implement this Equal Employment Opportunity (EEO) Plan. The Plan shall be consistent with applicable law.

B. Supervisors

Supervisors are responsible for assuring that hiring decisions are based on job-related factors.

Employees shall be treated in a non-discriminatory manner, consistent with applicable law, rules, regulations and policies.

IV. ADMINISTRATION OF EQUAL EMPLOYMENT OPPORTUNITY ACTIVITIES

The Human Resources & Labor Relations Department is responsible to undertake activities necessary to implement equal employment opportunity activities consistent with the plan. Overall Equal Employment Opportunity responsibilities shall be coordinated with the Department's Human Resources & Labor Relations Director.

Activities in this area may include:

- (1) Implementing the EEO Plan through internal and external communication techniques.
- (2) Identifying steps that will be taken to assure equal employment opportunity in developing pools of potential qualified employees including identifying areas where equal employment opportunity improvement is necessary and recommending actions for solving them.
- (3) Reviewing and analyzing personnel selection processes, to ensure that they afford equal employment opportunity. Appropriate steps to remedy any identified barriers will be taken in accordance with applicable law, rules, and regulations and as approved by the Human Resources & Labor Relations Director.
- (4) Analyzing employment practices, including reassignments and promotions, and programs offered to employees, including training and other professional development activities to ensure that such activities occur in a non-discriminatory manner.
- (5) Reporting data related to the composition of the workforce by race, gender, and disability status.
- (6) Coordinating Section 504/ADA/reasonable accommodation activities.
- (7) Investigating allegations of illegal discrimination and sexual harassment complaints.

V. EMPLOYMENT PRACTICES

A. RECRUITMENT

Qualified applicants who reflect the composition of all such persons in the relevant labor market will be sought. All personnel involved in the recruiting, screening, and selection processes will be properly trained to ensure the elimination and absence of bias in all personnel actions.

Recruitment of applicants to assure equal opportunity may include the following employment resources:

- (1) Posting of vacancy(s), internally and externally (website)
- (2) Contacting colleges and schools
- (3) Referral Agencies

B. HIRING

The department will make hiring decisions based upon an evaluation of a person's qualifications and ability to satisfactorily perform the essential duties of the position, with or without accommodation, consistent with applicable law, rules, regulations, and if applicable, in accordance with any contractual requirements.

C. PROMOTIONS AND CAREER ADVANCEMENT

In accordance with the principles of equal employment opportunity, the departments will 1) promote employees based on experience, training, and ability to perform duties of a higher level, and 2) encourage employees to participate in available career advancement activities e.g., training programs (internal and external) and tuition reimbursement (if available).

VI. REPORTING OF EEO EFFORT

A. EMPLOYEE RELATIONS AND DEVELOPMENT

The Human Resources & Labor Relations department is responsible for providing other information necessary for the administration of EEO within the departments and will continue to review on an ongoing basis:

- (1) Participation by employees in training and other professional development activities to assure that participation occurs in a non-discriminatory manner, and
- (2) Performance evaluations and disciplinary actions, to assure that such actions are taken in a non-discriminatory manner.

Sexual Harassment*

The Genesee County Board of Commissioners, as part of its commitment to equal employment opportunity, reaffirms its endeavors to maintain a work atmosphere free of sexual harassment.

Sexual harassment is defined by the Equal Employment Opportunity Commission (EEOC) as:

Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when:

1. Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment;
2. Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or
3. Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.

The County will not tolerate sexual harassment of any of its employees by a supervisor, co-worker, other employee, county official, county agent or, in certain circumstances, a non-employee.

Complaints of sexual harassment should be brought to the attention of the employee's supervisor (or a higher supervisor if the immediate supervisor is the subject of, or involved in, the complaint). Complaints may also be brought to the Human Resources Department. If a complaint is made to a supervisor, the supervisor must immediately notify the Human Resources Department of the complaint. If a complaint is made to the Human Resources Department, the Human Resources Director will immediately notify the appropriate Department Head of the complaint filed.

The Human Resources Department shall provide the internal forum from the investigation and resolution of complaints of sexual harassment. In each case where a complaint of sexual harassment is filed, with the Human Resources Department, the Human Resources Department will notify Corporation Counsel of the filing of the complaint. In addition, the Human Resources Department will consult with Corporation Counsel during the course of investigation of each complaint.

Immediate and appropriate action will be taken to resolve all complaints of sexual harassment. Under usual circumstances, the investigation will be completed and a report issued within two-four weeks of filing. Employees whose conduct constitutes a violation of this policy can expect to be disciplined. The type of discipline will be determined on a case-by-case basis, contingent on the degree of the offense.

Efforts will be made to ensure the confidentiality of those who file complaints and those who have complaints filed against them. Employees who file complaints of sexual

harassment in good faith and witnesses who respond in good faith shall not be subjected to retaliation. Employees who retaliate will be severely disciplined, up to and including discharge. Reports of any such retaliation shall be reported and processed using the same procedures described above for reporting and processing the harassment complaint.

Through this policy, Genesee County is again affirming its commitment to creating a work environment for all employees that is free of any form of discrimination. This policy shall remain in effect indefinitely but may be amended by the Human Resources Department through adoption by the Genesee County Board of Commissioners, when deemed necessary.

*forms for reporting can be found at www.gc4me.com.

Harassment and Discrimination Policy*

Genesee County supports a safe and harmonious work environment and will not tolerate harassment and discrimination of its employees, by any county employee or non-employee, based on religion, race, color, national origin, sex, disability, age, marital status, height, weight, arrest record, genetic information, familial status or any other protected class.

Genesee County will protect the confidentiality of the allegations to the extent possible. However, complete confidentiality cannot be guaranteed as information will need to be revealed to the alleged harasser and witnesses in order to conduct an effective investigation.

If it is determined harassment or discrimination has occurred, Genesee County will take timely and appropriate corrective action. Further, Genesee County will not tolerate adverse treatment of an employee because they reported potential/actual harassment or discrimination, or served as a witness or was involved in the investigation process.

Filing a Report of Potential/Actual Harassment or Discrimination with Genesee County does not extend the timeline to file a complaint with an outside agency. Filings should occur within 180 days of the alleged harassment/discrimination.

An employee may attempt to resolve the issue through their supervisor(s) or department head. If not resolved in this manner, the employee can submit their complaint to the Human Resources and Labor Relations office.

*forms for reporting can be found at www.gc4me.com

Use of Email

Genesee County makes its electronic mail system available to its employees for conducting its official business. Using this system is a privilege, not a right. The records created through the use of this system are the property of Genesee County, not its

employees. Genesee County reserves the right to monitor the operation of this system, to access all of the records within it, and to retain or dispose of those records as it deems necessary. The individuals who use this system may make occasional and incidental use of it to send and receive personal messages. In doing so, they acknowledge the organization's ownership of this system and its rights with regard to use.

Internet Use

Overview

The internet is an electronic communications network which provides vast, diverse, and unique information resources. The County's goal in providing this service to employees is to promote productivity and service to the public in Genesee County government by facilitating resource sharing, innovation, state of the art information access, and enhanced communications.

The County encourages information gathered from the Internet that will improve the work product of County personnel. Exploration and sharing of information resources is encouraged. However, with access to the Internet and people all over the world also comes the availability of vast quantities of material neither suitable nor necessary to the County work environment. The County does not approve of the gathering of such non-work related information through County computers.

Access to the Internet by County personnel will be available only through an approved account to be monitored by the System Administrator, user's Department Head or Elected Official, including the Board of Commissioners.

Guidelines

Internet access is supported by a complex association of external network providers and Genesee County support. Effective County use of the Internet depends heavily on the proper conduct of users who must adhere to these guidelines. Internet access is a privilege granted by the County to certain personnel to allow them to use such access to better serve their department, the County and the residents of this County; it is not a right. If a County user violates any of the guidelines outlined in this document, his/her account may be terminated and future Internet access through the County may be denied.

(a) Acceptable Use

- Must be in support of work related activity
- Must be consistent with the rules appropriate to any network being accessed
- Unauthorized use of copyrighted material is prohibited
- Sending or downloading of threatening or obscene material is prohibited
- Distribution of material protected by trade secret is prohibited
- Downloading of large amounts of data that is not essential is inappropriate
- Extensive and unnecessary "surfing" of the Internet is inappropriate

- Use of Internet for other than work related activity is not acceptable and can result in discipline being imposed [Supervisors are entitled to monitor computer use to supervise compliance with these guidelines]
- Advertising or lobbying is prohibited
- Improperly representing or implying that a personal position is that of the County is inappropriate
- E-mail for non-County related purposes is inappropriate

(b) Privileges

- Access to the Internet is a privilege not a right
- Unacceptable usage may result in cancellation of the account
- Limited training will be provided for each account

(c) Netiquette

- Be polite
- Do not use vulgar or obscene language
- E-mail and all other information down loaded from the Internet is subject to review by supervisory staff
- E-mail should not be sent to more persons than reasonably indicated
- No acts should be taken by users which are likely to interfere with the network or other users

(d) Security

- Do not use another individual's account
- Do not reveal your password to another person
- Do not show or identify security problems to anyone other than the system administrator
- Attempts to log on as another user may result in cancellation of privileges
- Users will be required to update password and account information to continue Internet access

(e) Vandalism/Harassment

- Vandalism is defined as any malicious attempt to harm or destroy data of another user, the Internet, or other networks. This includes but is not limited to creating or uploading computer viruses
- Harassment is defined as the persistent annoyance of another user or their work effort. This includes but is not limited to sending unwanted E-mail
- Vandalism and/or harassment will result in cancellation of the offending user account as well as possible criminal penalties

(f) Penalties

- Any user violating these provisions or applicable state and federal laws are subject to loss of network privileges, disciplinary sanctions and possible criminal prosecution
- County administrators will make the final determination as to what constitutes unacceptable use

Genesee County makes no warranties regarding Internet information. The County will not be responsible for any damages a user may incur, including loss of data. The quality and accuracy of information obtained through this Internet connection is not the responsibility of the County.

Passwords

In order to protect the integrity, security, and confidentiality of the County Systems and Data, all employees shall adhere to specific guidelines and restrictions regarding personal access passwords and log-in/log-off procedures. Contact Information Technology for questions about these procedures.

- All employees will be assigned a unique user ID and password before obtaining access to the Genesee County Information Systems.
- Employees will not post passwords or have them written in conspicuous places.
- Employees will not give their password to anyone unless authorized to do so by their Department Head or designee.
- Employees will log in only during their authorized work schedule.
- Employees will not log in using another's password nor permit anyone else to log in with the employee's password unless authorized by the Department Head or designee.
- Employees will log off or lock their PC at lunch, during extended periods away from their workstation, and when leaving the workstation for the day. (If employees leave their workstation unattended without exiting applications or without logging off the network, the network and data are vulnerable to loss or security breach).

Media Policy

The Genesee County Board of Commissioners is eager to communicate in a more efficient manner the positive news of the County as well as the good work that our staff does for our citizens. Ultimately, any decision that is made at the County reflects back on the Board of Commissioners who were elected and entrusted to manage taxpayer resources in a responsible manner and to ensure essential public services are provided in an effective and efficient manner. Therefore, it is incumbent upon individual departments to have a clear understanding of how their messaging is going to reflect

the mission and goals that have been set forth by the Board. With that in mind, the Board is enacting this media policy in an effort to promote a more coordinated approach to public messaging.

Recognizing the fact that certain department heads hold countywide elected offices and represent their own constituencies, media releases coming from the Clerk-Register, Prosecutor, Treasurer, Drain Commissioner, Sheriff, Surveyor, and the Courts should go through their own internal controls to ensure that the messaging from those offices reflects the policies of each office and is consistent with the policies set forth by the Board of Commissioners.

With the enactment of this policy, all press releases will go through a review process prior to being issued for public dissemination in order to ensure that the message is consistent with the Board's current policies. All releases should be directed to a designated review committee appointed by the Board Chair via the Board Coordinator, as early as possible to ensure there is ample time for review prior to release. Notices that are of a critical and immediate nature should be sent directly to the Board Chair or the Board Coordinator or their designee for review.

County Sponsored Social Media

The County Board of Commissioners are desirous to engage residents via all mediums. In addition to traditional media outlets such as TV, radio, and newspapers, social media should be viewed as an additional, important, and effective channel for disseminating time-sensitive information as quickly as possible (i.e. public hearings, notification of enacted legislation, etc.). Understanding that content on any County-endorsed platform is a representation of County government and the Board as a whole, postings should refrain from using jargon and should be produced in a professional manner.

The County Board of Commissioners also wants to ensure that all messaging, across all platforms, maintain certain standards that all departmental employees understand so as to protect both the employee and employer. With that in mind, when employees are posting about County issues using County social media access, they should take care to ensure the following:

- No comments or posts should be related to potential, current or on-going legal matters that a department of the County may be involved in.
- Personal opinions should not be expressed as County-endorsed views or policies on personal social medial platforms.
- The County's name or seal should not be used to endorse any view, product, private business, cause or political candidate.
- All postings shall only address issues that have been approved by the County Board of Commissioners.
- No postings should be made that concern information about a County policy or action that has yet to be finalized or that is related to the internal operations of County government.

- Always respond to constituent inquiries and postings using the official County website. Do not use non-County sites to engage/respond.
- Generally, postings should point the user back to the County's official webpage for any content information.

All departments that have current "sites" on social media platforms should forward to the County Board Coordinator the following:

- Name of the site
- User name on the site
- Who has access/ability to post information
- Who, within your department, provides oversight to the information being published

In order to foster an understanding that these sites are the property of the County, login and password information shall be provided to Genesee County Information Technology (IT) within 5 business days of the Board's adoption of this policy.

Moving forward, any department wishing to engage in social media usage for promotional purposes shall request approval from the County Board of Commissioners prior to beginning such usage. In the request, the department shall provide the following information for the County Board's consideration:

- Name of site desired to be used
- Who, within your department, provides oversight to the information being published
- Who will have access/ability to post information
- Acknowledgment that IT has login/access information for the site

This policy, like any that is passed by the County Board of Commissioners, is subject to change as situations warrant. Any questions may be addressed to the County Board Coordinator.

Personal Social Media

Genesee County recognizes many Employees choose to participate in social media. This policy applies to all forms of social media including but not limited to Facebook, Twitter, Linked-In, blogs and any other form of social networking. This policy applies to the use of any social media communications in the workplace, at home, offsite and at any other location for business or for personal use.

It is important for employees who choose to use social media for their own purposes to understand what Genesee County recommends, expects and requires when they discuss county-related topics or identify themselves as Genesee County Employees.

The standards set forth in this policy are to serve as guidelines for an Employee's participation in social media.

Standards and guidelines for social media for personal use:

- An Employee is prohibited from accessing personal social media sites during work hours unless it is legitimate, work-related purpose and pre-authorized by a Supervisor.
- Employees are responsible for knowing and following policies and procedures including those related to the appropriate use of Genesee County computers, email, Genesee County Employee Code of Conduct/Ethics, Sexual Harassment and Harassment and Discrimination Policies.
- Employees are not to publish, post or release any information that is considered confidential or not public. If there is a question about what is considered confidential, employees should check with their supervisor before posting.
- Inappropriate postings that may include discriminatory remarks, harassment and threats of violence or similar inappropriate or unlawful conduct will not be tolerated and may subject an Employee to disciplinary action up to and including termination.
- Employee shall avoid using statements, photos, videos or audio that reasonably could be viewed as malicious, obscene, threatening or intimidating, disparaging to fellow employees, elected officials, officers, agents, appointees or volunteers of Genesee County or that might constitute harassment or bullying pursuant to County policies prohibiting discrimination and harassment. Examples of such prohibited conduct may include offensive posts meant to intentionally harm someone's reputation or posts that could contribute to a hostile work environment on the basis of sex, race, color, national origin or ancestry, age, religion, marital status, pregnancy, veteran status, disability, height, weight or any protected status.
- Employees are precluded from using images of any official Genesee County logo on a personal social media site or website unless it is for a legitimate, work-related purpose which has written approval of the Genesee County Board of Commissioners.
- Employees shall not create a website or social media site that has any appearance of officially representing Genesee County without the written approval of the Genesee County Board of Commissioners.
- Employees shall not make knowingly false representations about Genesee County, fellow employees, elected officials, officers, agents, appointees or volunteers on their personal social media sites or websites.
- Employees shall respect all copyright, trademark and similar laws and use such protected information in compliance with applicable legal standards.
- Employee shall express only their personal opinions on their personal social media sites. If Genesee County is the subject of the content the Employee is posting, then s/he shall be clear about the fact that s/he is an Employee of Genesee County and that his/her views do not represent those of Genesee

County, fellow employees, elected officials, officers, agents, appointees or volunteers.

Be conscious when mixing your business and personal lives. Online, your personal and business personas are likely to intersect. Genesee County respects the free speech rights of all employees, but you must remember that community members, colleagues, supervisor and department heads often have access to the online content you post. Inappropriate posting could lead to adverse employment action being taken. It is recommended you set any personal social media sites privacy setting so they are not visible to the general public.

Be aware that a presence in the social media world is or easily can be made available to the public at large. Consider before publishing.

Always pause and think before posting. Privacy does not exist in the world of social media. Consider what could happen if a post becomes widely known and how that may reflect on both the poster and Genesee County. Search engines can turn up posts years after they are created and comments can be forwarded or copied. If you wouldn't say it at work or in front of a supervisor, consider whether you should post it online. Exercise sound judgment and common sense. If there is any doubt whether something should be posted, do not post it.

Genesee County has the right to monitor its resources (eg., internet, computer systems, networks, etc.) for compliance with its policies and to monitor the use of its name, copyrights, trademarks, websites and other intellectual property on the internet.

Nothing in this policy is intended to prohibit or interfere with any state or federally protected employee right including, but not limited to, right under the Public Employment Relations Act.

An Employee who violates this policy may be subject to disciplinary action up to and including discharge.

Time and Attendance Policy

Genesee County is in the process of converting to a web-based electronic time keeping system, Kronos. Upon implementation of the Kronos system throughout the various county locations, the guidelines of this policy shall apply. The Kronos system will coordinate with the County's payroll system to ensure employees are paid according to applicable laws and collective bargaining agreements.

With certain exceptions, it is expected that all Genesee County employees will use Kronos. Elected officials and Department Heads appointed by the Board of Commissioners are exempt from the policy requiring employees to clock in and out. Additionally, attorney employees in the Office of the Prosecuting Attorney, the Friend of the Court, Corporation Counsel, and Court departments may be exempted from the policy of clocking in and out at the discretion of the department heads of those departments.

The Department Head must provide written authorization of the exemption to the Payroll Analyst. If exempted, the Kronos schedule for each attorney employee will be adjusted to 8 hours each day and a total of 40 hours each week. Each exempted employee will still be required to record any paid time off in the Kronos system and to approve their time card in Kronos. Also, each exempted attorney employee's supervisor will continue to approve the exempted attorney employee's time card in Kronos and to make any required adjustments.

Methods

The mandatory method for clocking in at the start of a shift and clocking out at the end of a shift is the utilization of the biometric scanners located near entrances.

The quick-punch time stamp or biometric scanners may be utilized when clocking in and out for lunch periods. The quick-punch is registered when the employee enters their user name and password into the time stamp link on the Kronos website.

In the event an employee is not able to clock in/out utilizing the methods described, they are to discuss further options with their Supervisor who will consult with Payroll.

Supervisor Responsibility

It is the responsibility of the Supervisor to ensure that electronic timecards of employees under their supervision are accurate. It is also incumbent upon the Supervisor that employees perform no work before or after their scheduled work hours. Additionally, each employee must be assigned a schedule in Kronos by the Supervisor.

All edits or changes to an employee's timecard in Kronos must include an explanation in the 'comment' option provided in Kronos to document the reason for the change. Any changes or edits made to an employee's timecard should be made known to the employee at the time of the change and should follow the appropriate collective bargaining agreement, personnel policy manual guidelines and/or applicable statutory requirements related to earned wages.

Any time an employee clocks outside his/her assigned schedule, it should be discussed with the employee. If it is determined the employee was not performing work during that time, the Supervisor must make the necessary changes in Kronos to reflect the time actually worked. A 'comment' must be included when a punch is changed. If an employee notifies his/her Supervisor that he/she has worked beyond the regular schedule, but has clocked in/out within 15 minutes before/after the scheduled shift (see Employee Schedule section), the Supervisor will modify the schedule to reflect actual time worked, if it is determined the employee was working.

Time worked outside of an employee's assigned schedule is to be pre-approved. The Supervisor is responsible for addressing such instances with employees.

Employee Responsibility

It is the responsibility of each employee to report his/her time worked, lunch periods and/or time off accurately and completely for each pay period. Any falsification or misrepresentation of time and attendance will result in disciplinary action up to and including termination.

- Employees are expected to be at their designated work stations at the start and end of their shift.
- Employees will be required to utilize the biometric scan method to clock in/out at the beginning and end of their scheduled shift.
- Employees will be required to utilize the biometric scan method to clock in/out for any absences during the day other than lunch.
- The quick-punch time stamp or biometric scanners may be utilized when clocking in and out for lunch periods.
- Employees should not clock in/out for their paid 15 minute breaks.

It is the employee's responsibility to obtain his/her Supervisor's approval for any time worked outside of his/her scheduled shift.

Employee Schedule

Employees will be allowed to clock in no more than 15 minutes before the start of their scheduled shift. Employees will also have 15 minutes after the end of their scheduled shift to clock out. Kronos will recognize the scheduled start and end time, for payment purposes, when an employee clocks in/out no more than 15 minutes before and after the scheduled shift.

It is to be understood, the 15 minutes is to allow employees ample time to be prepared to begin and end their shift. Employees are not permitted to perform any work for the employer(s) during the 15 minutes before and after the scheduled shift regardless of whether they have clocked in/out, unless pre-approved by the employee's Supervisor.

If work is performed during the 15 minute periods before and after the scheduled shift, it must be pre-approved by the Supervisor. The Supervisor must then edit the timecard in Kronos to document time worked.

Employees should not clock back in from lunch early thereby creating overtime, unless approved by their Supervisor and the employee is actually performing work.

Rounding

For a punch in/out during the day other than the 15 minutes before and after the scheduled shift, Kronos will round by the tenth of an hour as indicated in the table below.

Minutes from:	Kronos Rounds to:	Or the Equivalent of:
0 to 3	0 minutes	0 tenths of an hour
4 to 9	6 minutes	1/10th of an hour
10 to 15	12 minutes	2/10ths of an hour
16 to 21	18 minutes	3/10ths of an hour
22 to 27	24 minutes	4/10ths of an hour
28 to 33	30 minutes	5/10ths of an hour
34 to 39	36 minutes	6/10ths of an hour
40 to 45	42 minutes	7/10ths of an hour
46 to 51	48 minutes	8/10ths of an hour
52 to 57	54 minutes	9/10ths of an hour
58 to 63	60 minutes	1 hour

Employee Acknowledgement

I understand and acknowledge that I am not permitted to perform any work for the Employer(s) before the start of my shift and after the end of my shift and lunch without the express permission of my supervisor, regardless of whether I have clocked in or out.

Code of Ethics

Preamble

Adherence to high ethical standards by public officers and employees is central to the maintenance of public trust and confidence in government.

There is a strong tradition of adherence to high standards of conduct by Genesee County officers and employees in the performance of their public duties.

This Code of Ethics is intended to codify those ethical principles which have guided Genesee County officer and employees in the past and should continue to guide them in the future.

Ethical Principles

A County officer should:

- * Properly administer the affairs of the County.
- * Promote decisions which benefit the public interest.

- * Actively promote public confidence in County government.
- * Inject the prestige of his or her office into everyday dealings with the public, fellow officers and County employees.
- * Effectively and efficiently work with governmental agencies, political subdivisions and other organizations in order to further the interests of the County.

A County officer or employee should:

- * Keep safe all funds and other properties of the County.
- * Conduct and perform the duties of his or her public position diligently, and promptly dispose of the business of the County.
- * Maintain a positive image during performance of his or her public responsibilities, so as to pass constant public scrutiny.
- * Evaluate all procurement decisions falling within his or her responsibility, so that the best service or product for the needs of the County may be obtained, with due regard to cost, quality and the County Purchasing Regulations.
- * Maintain a respectful attitude toward other public officers and employees.
- * To the extent permitted by law, maintain the confidentiality of information which he or she has acquired, through his or her public position, on a properly confidential basis.
- * Maintain truthfulness, toward fellow officers, County employees and the general public, regarding matters within his or her public responsibilities.
- * Faithfully comply with all laws and regulations applicable to the County, or to its officers or employees, and impartially apply them to everyone.
- * Accept the responsibility that his or her mission is that of servant and steward of the public.

The County officer or employee should not:

- * Use County funds, or make any significant use of County equipment or other assets, or of County compensated services, for electoral campaign purposes or other personal benefit of herself, himself or another, rather than in furtherance of County governmental activities or interests.
- * Engage in outside interests that significantly conflict with the faithful performance of his or her County duties.
- * Improperly influence or attempt to improperly influence another County officer or employee to act to the personal benefit of such first mentioned officer or employee.
- * Accept anything of value, from any source, which is offered to influence his or her action as a public officer or employee.

Applicability of this Code, and Certain Additional Provisions

This Code of Ethics has been adopted by the Genesee County Board of County Commissioners. The Code states general guidelines for ethical conduct by County officers and employees.

The Code applies to the Board of Commissioners, the office of the Board Coordinator and, by action of the Board of Commissioners in adopting the Code, all other County budgetary departments other than courts, agencies and offices of the courts, departments

headed by holders of elective office and Genesee County Community Mental Health Services. The Board of Commissioners urges all County budgetary departments, within which the adoption of this Code by that Board has not made this Code applicable, to adopt this Code or to adopt or maintain a code of ethics substantially including the principles expressed in this Code.

Holders of elective office and department heads are “officers” within the meaning of this Code. All other personnel of budgetary departments to which this Code applies are, within the meaning of this Code, “employees.”

Members of the Board of Commissioners who are appointed by that Board to serve on another body are appointed to so serve as representatives of the Board of Commissioners. They may ethically vote on both the Board of Commissioners and the other body, on a matter before both of the bodies.

County officers of budgetary departments to which this Code applies will inform County personnel within their respective departments of the provisions of this Code and of the Code’s applicability to those personnel.

To the extent permitted by law, and with appropriate disclosure, a County officer or employee ethically may abstain from voting or disqualify himself or herself from other action in a situation involving a conflict of interest or the appearance of such a conflict. Engaging in an outside interest which only infrequently requires such an abstention or a disqualification from other action does not, at least generally and within the meaning of this Code, constitute either failure to faithfully perform the duties of the County position or unethical conduct.

Drug Free Workplace

In compliance with the Drug Free Workplace Act of 1988, the unlawful manufacture, distribution, dispensation, possession or use of any controlled substance in the workplace is prohibited. Employees in violation of the above policy will be subject to disciplinary action, up to and including discharge. Any employee who is convicted under a criminal drug statute must inform the County Human Resources Department in writing within five (5) calendar days.

Any employee who needs help with a substance abuse problem may contact the Employee Assistance Program (EAP) at (800) 969-6162. Participation in the EAP is confidential and does not have any influence on performance appraisals. However, participation in a treatment program does not insulate an employee from the imposition of discipline for violations of this or other Genesee County policies.

Workplace Violence Policy

It is the policy of Genesee County to provide a safe and nonviolent environment for its employees, officials, tenants and members of the public, that is free of threats, harassment, intimidation, coercion, verbal or physical abuse. Any threat or act of violence in the workplace **will not be tolerated.**

Genesee County supports the prevention of workplace violence. Prevention efforts include, but are not limited to, informing employees of this policy, instructing employees regarding the dangers of workplace violence, communicating the sanctions imposed for violating this policy, informing employees of the Employee Assistance Program, and providing a reporting procedure to report threats or incidents of violence without fear of reprisal.

Genesee County is committed to providing training to elected officials, department heads, supervisors and employees to enable them to recognize the signs of, and deal effectively with, threatening or violent situations.

Policy for Closure of County Facilities

During Severe Inclement Weather and Other Circumstances Beyond the County's Control

The Board of Commissioners recognizes that the County has a vested interest in the safety and well-being of its employees. At the same time, this Board recognizes the importance of the services provided to the citizens of Genesee County by County offices. Concurrently, it recognizes that there are significant costs that occur as a result of closing County facilities. For these reasons, it is the general policy of this Board that County facilities will not close during severe inclement weather or other circumstances beyond the County's control.

This document will outline the policies and procedures governing the determination of whether County facilities will close in a particular instance, and the effect of such closure.

I. Definitions

For the purposes of this policy, the following terms have the meanings prescribed in this Section. Examples are provided for demonstrative purposes and are not intended to be an exhaustive list.

- a. "Circumstances beyond the County's control" means the existence of conditions at a County office or facility making it impossible or unreasonably difficult for County business to be performed at that facility. Examples of circumstances beyond the County's control are the extended loss of essential utilities such as electricity or water, the failure of essential building systems or structures, or a situation qualifying as an "other emergency" as defined by this Policy.
- b. "Essential Employees" are employees within the Building & Grounds Department, the Motor Pool, the Genesee Valley Regional Center, Animal Control, and the Office of the Genesee County Sheriff.
- c. "Severe Inclement Weather" means weather conditions resulting from rain, ice, snow, flood, or other storm that limit travel by County residents and

employees, or pose a widespread risk of injury to persons or property. Examples of severe inclement weather include tornadoes and floods, as well as severe thunderstorms, blizzards, or ice storms that make travel dangerous.

- d. "Other Emergency" means a situation posing a widespread risk of injury to persons or property. Examples of other emergencies include fire, explosion, release of hazardous materials, bomb threats, terrorist attack, or mass shooting.

II. Application

This policy applies to all County offices and facilities except the Office of the Sheriff, the Genesee County Jail, the 7th Circuit Court, and the 67th District Court. The Sheriff and the Chief Judge of Genesee County Courts are authorized to develop and implement policies for closure of facilities under their supervision.

The Board Chairperson shall consult with the Sheriff as the County's appointed Emergency Manager and the Chief Judge prior to exercising any authority granted herein.

III. County Employees Expected to Report if Able

Unless excused from work by action of the Board Chairperson as described below, County employees are expected to make every reasonable effort to maintain regular work schedules.

- a. When severe inclement weather exists and the Board Chairperson has not excused County employees from work, employees are expected to plan ahead, where possible, and to allow for extra travel time so as to allow them to arrive promptly and safely at work. Supervisors are authorized to exercise discretion regarding employee punctuality.
- b. During severe inclement weather, employees are expected to use their own reasonable judgment as to whether it is safe to travel to work. Employees shall be permitted to use banked Personal Time, Vacation Time, Comp Time, or to take unpaid time in the event they have determined that conditions are too severe for travel. Any such absence shall be considered an excused absence under any applicable attendance policy or collective bargaining agreement.

IV. Criteria to be Considered for Closure

The Board Chairperson is authorized to close one or more County offices to the public due to severe inclement weather or circumstances beyond the County's control. The Board Chairperson is further authorized to excuse, with pay, employees from their regularly scheduled work shifts where necessary in such severe inclement weather or circumstances beyond the County's control. In the absence or unavailability of the Chairperson, the Vice Chairperson, is authorized to act with the authority of the Chairperson. In the absence of both the Chairperson and the Vice Chairperson, the

Chairperson of the Governmental Operations Committee of the Board is authorized to act with the authority of the Chairperson.

When considering whether to close any County facility or office, the Board Chairperson shall consider the following:

- a. Public safety;
- b. The safety of County employees;
- c. The public need for the service provided by that facility or office;
- d. The operational needs of the County; and
- e. The expense of a closure.

In addition, the Board Chairperson shall consult with the Sheriff as the County's designated Emergency Manager and the Chief Judge of Genesee County Courts prior to issuing any decision regarding closure.

V. Effects of Closure

When the Chairperson determines that circumstances warrant closure of a County office or facility, he or she shall determine whether the office or facility shall be closed to the public but otherwise remain in operation, or whether the employees at that office or facility will be excused from their regularly scheduled work shifts.

- a. *County Offices Closed to the Public.* If a County office is to be closed to the public pursuant to this policy, employees are expected to report for their regularly scheduled shift unless excused from work by action of the Board Chairperson. The Board Chairperson shall ensure that appropriate public notice of the closure is provided by methods that shall include, but are not limited to, local television and radio stations, and the County's web page and social media sites.
- b. *Employees Responsible for Their Own Safety.* During severe inclement weather conditions, employees are expected to use their own reasonable judgment as to whether it is safe to travel to work. Employees shall be permitted to use banked Personal Time, Vacation Time, Comp Time, or to take unpaid time to account for their absence in the event they have determined that conditions are too severe to travel.
- c. *Excused Absences to Care for Family.* In the event of severe inclement weather or other emergency, employees shall be permitted to leave work to ensure the safety of their families or property. Employees shall be permitted to use banked Personal Time, Vacation Time, Comp Time, or to take unpaid time to account for their absence in the event they do so. Any such absence shall be excused under any applicable attendance policy or

collective bargaining agreement. Department Heads are authorized to require employees within their Departments to notify their supervisors prior to leaving work pursuant to this policy.

- d. *Employees Excused from Work.* If the Chairperson determines that employees are excused from their regularly scheduled work shifts pursuant to this policy:
 - i. Employees subject to a collective bargaining agreement shall be treated in accordance with the terms of the applicable collective bargaining agreement.
 - ii. Other employees shall be paid for the straight time hours that they were scheduled to work. Employees who were not scheduled to be at work because of approved Personal, Vacation, or Comp time will be paid in accordance with that approved time off, and their Personal, Vacation, or Comp time bank shall be reduced accordingly.
- e. *Essential Employees.* If the Chairperson determines that employees at a particular County office or facility are to be excused from their regularly scheduled shifts, essential employees assigned to that office or facility are not so excused unless expressly included by the Chairperson.

Protocol Policy

Genesee County operates through its departments and the formal actions of its Board of Commissioners. In order to have an orderly decision-making process, appointed department heads shall submit written reports for agendas of planned meetings. All other communications initiated by appointed department heads, made verbally or in writing, shall be directed to the Chairperson of the Board of Commissioners or the Chair of the Board Committee responsible for oversight of that department. Appointed department heads are expected to be cooperative and responsive to requests for information initiated by individual County Commissioners.

ARBITRATION AGREEMENT

Employees hired on or after July 1, 2015

In consideration of employment and continued employment, Employee agrees to the following:

Arbitration shall be the sole and exclusive remedy to redress any dispute, claim or controversy (“grievance”) involving: (1) the interpretation of this Personnel Policy Manual, (2) the terms, conditions or termination of this Personnel Policy Manual, or (3) any employment-related dispute (other than unemployment

compensation, workers' compensation or other charge filed with a state or federal administrative agency) based on an alleged violation of state or federal law (including any violations allegedly committed by the County's employees, officers, elected officials or agents). Judgment on the arbitrator's award may be entered in any court having jurisdiction thereof. Arbitration shall be conducted in accordance with the applicable Michigan Court Rules and the Michigan Uniform Arbitration Act, MCL 691.1681 et seq. ("the Michigan Arbitration Act"). It is the intention of the parties that the arbitration decision will be final and binding and that any and all grievances shall be disposed of as follows:

- (a) All grievances must be submitted in writing by the aggrieved party within ninety (90) days of the alleged violation. However, in the event that state or federal law provides for a longer statute of limitations, that statute of limitations shall control.
- (b) All grievances shall be processed through the first four steps of the Grievance Procedure in the County's Personnel Policy Manual.
- (c) If the grievance is denied, either party may, within thirty (30) days of such denial, refer the grievance to arbitration. At the time the grievant refers the grievance to arbitration, the grievant must submit a Complaint to the opposing party, stating its factual and legal allegations, pursuant to the Michigan Court Rules. The parties shall attempt to mutually select an arbitrator within ten (10) calendar days of service of the Complaint to the other party. If they are unable to agree on the selection of an arbitrator, the arbitrator shall be chosen through the American Arbitration Association or Federal Mediation and Conciliation Services (FMCS), and, except as described below, the expense of the arbitration (including any filing fee, arbitrator's fee and travel expenses, and cost of any room and facilities) shall be borne by the County. Each party may be represented by counsel at the arbitration hearing. Except as provided in the next paragraph, each party shall pay for their own legal representation. At the beginning of the hearing, the arbitrator must swear to hear and decide the matter fairly.

Any grievance shall be deemed waived unless presented within the time limits specified above. The arbitrator shall not have jurisdiction or authority to change, add to or subtract from any of the provisions of this Agreement or to the established policies or regulations of the County, unless they are in violation of federal or state law. Neither shall he or she have power to establish or change any classification wage rate, or to rule on any claim arising under an insurance policy of the County. The arbitrator's sole authority shall be to interpret or apply the provisions of this Agreement, the County's Personnel Policy Manual or the state or federal law which is the basis for the grievance. The arbitrator shall issue a written opinion after the conclusion of the hearing and review of the parties' briefs. The written opinion shall contain findings of fact and conclusions of law. The arbitrator shall have authority to swear witnesses, subpoena witnesses and documents, permit the taking of depositions for the use of evidence and to permit reasonable discovery pursuant to the Michigan Court Rules and the Michigan Arbitration Act. The arbitrator may award costs and attorney's fees consistent with

the state or federal statute or Michigan Court Rule providing for such an award. The parties hereby acknowledge that since arbitration is the exclusive remedy with respect to any grievance hereunder, neither party has the right to resort to any federal, state or local court or administrative agency concerning breaches of this Agreement and that the decision of the arbitrator shall be a complete defense to any suit, action or proceeding instituted in any federal, state or local court or before any administrative agency with respect to any dispute which is arbitrable as herein set forth. The arbitration provisions hereof shall, with respect to any grievance, survive the termination or expiration of this Agreement.

No Claim for back wages shall exceed the back wages Employee would have earned, less a deduction for any compensation Employee received through unemployment compensation (where such off-set is allowed by law) and/or alternative employment including self-employment, during the period in question.

Employees shall be free to use this procedure without restraint, coercion, discrimination, reprisal or interference from any other employee, appointed official or elected official.

This Agreement shall be construed in accordance with the laws of the State of Michigan.

No amendment or modification of this Agreement shall be valid or binding upon the County unless made in writing and signed by the Chairperson of the Board of Commissioners, upon prior authorization by resolution of the Board of Commissioners.

In the event that any of the provisions, or portions thereof, of this Agreement shall be held invalid or unenforceable by reason of any final judicial or administrative ruling, or by reason of any legislation now existing or hereinafter enacted, such invalidity or unenforceability shall have no effect on the remaining provisions, or portions thereof, of this Agreement.

This Agreement shall constitute the entire agreement between the parties and shall supersede all agreements or proposals, oral or written and all other communications between the parties relating to the subject matter of this Agreement.

The rights and obligations of the parties shall accrue to the benefit of, and be binding upon, the parties and their respective heirs, executors, personal representatives and successors.

IN WITNESS WHEREOF, the parties hereto acknowledge that they have read and do understand the terms of this Agreement, agree to be bound thereby and have executed the Agreement on the date and year set forth above. The representative of the County, whose signature appears below, further represents and warrants that he/she is duly authorized by the County's Board of Commissioners to execute this Agreement on its behalf.

ACKNOWLEDGMENT

I acknowledge receipt of this Personnel Policy Manual (Manual) and that I am responsible for knowing its contents and keeping it updated.

I agree to conform to the rules and regulations of the County. I understand that the County Board of Commissioners reserve the right to alter, amend, modify, change or terminate any of the rules, policies or benefits described in this Manual at any time it chooses.

In consideration of my employment, I agree to conform to the rules and policies of the County. If I am hired after July 1, 2015 and am not subject to a collective bargaining agreement, I agree that my employment with Genesee County may be terminated, with or without cause, and with or without written notice at any time at the option of the County or myself. I understand that no Supervisor or representative of the County, other than the Chairperson of the Board of Commissioners, acting upon a resolution adopted by the Genesee County Board of Commissioners, has the authority to enter into any agreement contrary to the foregoing, and that any such changes must be in writing directed exclusively to me and signed by the Chairperson of the Board of Commissioners and me and which specifically refers to the County's Personnel Policy Manual.

Employee **PRINTED** Name: _____ Date _____

Employee Signature: _____ Date _____

Witness Signature: _____ Date: _____

H.R. Director Signature: _____ Date: _____

TO THE HONORABLE CHAIRPERSON AND MEMBERS OF THE GENESEE COUNTY
BOARD OF COMMISSIONERS, GENESEE COUNTY, MICHIGAN

LADIES AND GENTLEMEN:

BE IT RESOLVED, by this Board of County Commissioners of Genesee County, Michigan, that the request by the Animal Control Director to authorize a fund transfer in the amount of \$10,000.00 from the Animal Control Revenue Account 28685 to account 205.4300.41000 Equipment Costs, for the purpose of purchasing a cauterization unit to arrest bleeding during surgery, is approved (a copy of the memorandum request dated July 12, 2018, and supporting documentation being on file with the official records of the July 23, 2018, meeting of the Finance Committee of this Board).

FINANCE COMMITTEE

F072318VIA1
BDM:bet
08-06-18
08-13-F01

F01

TO THE HONORABLE CHAIRPERSON AND MEMBERS OF THE GENESEE COUNTY
BOARD OF COMMISSIONERS, GENESEE COUNTY, MICHIGAN

LADIES AND GENTLEMEN:

BE IT RESOLVED, by this Board of County Commissioners of Genesee County, Michigan, that the request by the Animal Control Director to authorize purchasing an ultrasound unit, said purchase being necessary to visualize organs and structures in animals to prevent the constant need to send animals to the Animal Emergency Clinic or other surgical centers and those associated costs to Animal Control, at a cost not to exceed \$21,887.00, inclusive of shipping, to be paid from account 205.4300.65070, is approved (a copy of the memorandum request dated July 12, 2018, and supporting documentation being on file with the official records of the July 23, 2018, meeting of the Finance Committee of this Board).

BE IT FURTHER RESOLVED, that the Controller is directed to transfer \$23,996.00 from Revenue Account 28685 to account 205.4300.65070 (Equipment Costs) in order to facilitate said purchase.

FINANCE COMMITTEE

F072318VIIA2
BDM:bet
08-06-18
08-13-F02

F02

TO THE HONORABLE CHAIRPERSON AND MEMBERS OF THE GENESEE COUNTY
BOARD OF COMMISSIONERS, GENESEE COUNTY, MICHIGAN

LADIES AND GENTLEMEN:

BE IT RESOLVED, by this Board of County Commissioners of Genesee County, Michigan, that the request by the Circuit Court Juvenile Section Administrator to authorize submission of the FY 2018/2019 Child Care Fund Annual Plan and Budget is approved (a copy of the memorandum request dated July 23, 2018, and supporting documents being on file with the official records of the July 23, 2018, meeting of the Finance Committee of this Board), and both the Presiding Judge of the Family Division and the Chairperson of this Board are authorized to sign the necessary documents on behalf of Genesee County.

FINANCE COMMITTEE

F072318VIIB1
BDM:bet
08-06-18
08-13-F03

F03

TO THE HONORABLE CHAIRPERSON AND MEMBERS OF THE GENESEE COUNTY
BOARD OF COMMISSIONERS, GENESEE COUNTY, MICHIGAN

LADIES AND GENTLEMEN:

BE IT RESOLVED, by this Board of County Commissioners of Genesee County, Michigan, that the request by the Controller to authorize amending certain budgets for FY 2017-18 to accommodate the new Purchasing Administrator position that was filled on July 9, 2018, is approved as follows:

- Transfer \$22,820.00 from Controller payroll budget, account 101.2236;
- Transfer \$11,410.00 to Motor Pool payroll budget, account 645.2334; and
- Transfer \$11,410.00 to Purchasing payroll budget, account 101.2332

(a copy of the memorandum request dated July 10, 2018, and supporting document being on file with the official records of the July 23, 2018, meeting of the Finance Committee of this Board), and the Controller is directed to make the necessary line item transfers.

FINANCE COMMITTEE

F072318VIIC1
BDM:bet
08-06-18
08-13-F04

F04

TO THE HONORABLE CHAIRPERSON AND MEMBERS OF THE GENESEE COUNTY
BOARD OF COMMISSIONERS, GENESEE COUNTY, MICHIGAN

LADIES AND GENTLEMEN:

BE IT RESOLVED, by this Board of County Commissioners of Genesee County, Michigan, that the request by the Acting Parks and Recreation Director to authorize accepting a Brownfield Redevelopment Grant award in the amount of \$315,000.00, to be deposited into account 849.00.00.7739.46275.000, to remediate and green Phase 5 of Chevy Commons, is approved (a copy of the memorandum request dated July 23, 2018, and supporting documents being on file with the official records of the July 23, 2018, meeting of the Finance Committee of this Board).

FINANCE COMMITTEE

F072318VIID1
BDM:bet
08-06-18
08-13-F05

F05

TO THE HONORABLE CHAIRPERSON AND MEMBERS OF THE GENESEE COUNTY
BOARD OF COMMISSIONERS, GENESEE COUNTY, MICHIGAN

LADIES AND GENTLEMEN:

BE IT RESOLVED, by this Board of County Commissioners of Genesee County, Michigan, that the request by the Acting Parks and Recreation Director to authorize submission of a grant application to the 2018 Outdoor Recreation Legacy Partnership Program (ORLP), in the amount of \$750,000.00, which requires a \$750,000.00 match that will be paid from funds from the MNRTF 2018 Trust fund grant, is approved (a copy of the memorandum request dated July 23, 2018, being on file with the official records of the July 23, 2018, 2018, meeting of the Finance Committee of this Board).

FINANCE COMMITTEE

F072318VIID2
BDM:bet
08-06-18
08-13-F06

F06

TO THE HONORABLE CHAIRPERSON AND MEMBERS OF THE GENESEE COUNTY
BOARD OF COMMISSIONERS, GENESEE COUNTY, MICHIGAN

LADIES AND GENTLEMEN:

BE IT RESOLVED, that this Board of County Commissioners of Genesee
County, Michigan, allows, authorizes, and ratifies the payments of bills, claims, and
obligations for the County of Genesee in the following amounts:

- \$688,176.87 for the period commencing July 3, 2018, through July 9, 2018;
- \$2,315,134.34 for the period commencing July 10, 2018, through July 16, 2018; and
- \$2,466,073.39 for the period commencing July 17, 2018, through July 23, 2018.

GOVERNMENTAL OPERATIONS COMMITTEE
(on agenda with consent of Committee and Board Chairpersons)

G073018VIA
BDM:bet
08-07-18
08-13-G01

G01

TO THE HONORABLE CHAIRPERSON AND MEMBERS OF THE GENESEE COUNTY BOARD OF COMMISSIONERS, GENESEE COUNTY, MICHIGAN

LADIES AND GENTLEMEN:

BE IT RESOLVED, that this Board of County Commissioners of Genesee County, Michigan, ratifies the expedited action taken on July 30, 2018, by the Governmental Operations Committee of this Board approving the request by the Office of the Prosecuting Attorney to authorize travel and overnight lodging for six senior managing staff members to attend the Prosecuting Attorneys Association of Michigan 2018 Annual Conference on Mackinac Island, Michigan, August 23 – 26, 2018, at a total cost not to exceed \$7,107.00 to be paid from account 101.00.00.2292.46495, with \$1,112.00 of said total cost to be paid with funds from the Title IV-D grant budget 232.00.00.2296.46495.000 (a copy of the memorandum request dated July 24, 2018, and supporting documents being on file with the official records of the July 30, 2018, meeting of the Governmental Operations Committee of this Board).

GOVERNMENTAL OPERATIONS COMMITTEE

G073018VIIB
BDM:bet
08-07-18
08-13-G02

G02

TO THE HONORABLE CHAIRPERSON AND MEMBERS OF THE GENESEE COUNTY
BOARD OF COMMISSIONERS, GENESEE COUNTY, MICHIGAN

LADIES AND GENTLEMEN:

BE IT RESOLVED, by this Board of County Commissioners of Genesee County, Michigan, that the request by the Sheriff to authorize submission of the FY 2019 Emergency Management Performance Grant Agreement – Initial Work Agreement to the state of Michigan for the period commencing October 1, 2018, through September 30, 2019, is approved (a copy of the memorandum request dated July 18, 2018, and supporting documents being on file with the official records of the July 30, 2018, meeting of the Governmental Operations Committee of this Board), and the Chairperson of this Board is authorized to execute the agreement on behalf of Genesee County.

GOVERNMENTAL OPERATIONS COMMITTEE

G073018VIIC
BDM:bet
08-07-18
08-13-G03

G03

TO THE HONORABLE CHAIRPERSON AND MEMBERS OF THE GENESEE COUNTY
BOARD OF COMMISSIONERS, GENESEE COUNTY, MICHIGAN

LADIES AND GENTLEMEN:

BE IT RESOLVED, by this Board of County Commissioners of Genesee County, Michigan, that the request by the Office of Genesee County Sheriff to authorize submission of a Walmart Grant Application in the amount of \$5,000.00, said grant funds, if awarded, to be used to purchase underwater communication equipment for the Dive Team at a cost of \$5,899.47, with the remaining \$899.47 purchase price to be paid out of the Equipment Account 101.00.00.3160.35350.000, is approved (a copy of the memorandum request dated July 18, 2018, being on file with the official records of the July 30, 2018, meeting of the Governmental Operations Committee of this Board).

GOVERNMENTAL OPERATIONS COMMITTEE

G073018VIID
BDM:bet
08-07-18
08-13-G04

G04

AMENDMENT OF THE
GENESEE COUNTY EMPLOYEES' RETIREMENT SYSTEM ORDINANCE

BE IT ORDAINED, by this Board of County Commissioners of Genesee County, Michigan, that, in order to make it more user friendly and less labor intensive to make future updates; to make corrections to reflect current bargaining unit retirement provisions; to address non-union members; and to add a detailed appendix of each individual union group; the Genesee County Employees' Retirement System Ordinance is hereby amended as recommended by the Retirement Services Administrator, on behalf of the Retirement Commission, said amended Ordinance being attached hereto.

The Clerk of this Board is hereby directed to have a notice of this Ordinance Amendment promptly published in a newspaper of general circulation in Genesee County, Michigan.

Adopted: August 13, 2018

Signed: _____
Mark Young, Chairperson
Genesee County Board of County Commissioners

GOVERNMENTAL OPERATIONS COMMITTEE

G073018VIIE
BDM:bdm
08-10-18
08-13-G05

G05



**GENESEE COUNTY EMPLOYEES' RETIREMENT SYSTEM
RETIREMENT ORDINANCE**

**AS OF
JUNE 11, 2018**

*Includes all Ordinance amendments through #2018-06

GENESEE COUNTY EMPLOYEES' RETIREMENT SYSTEM ORDINANCE

	PAGE
1. Establishment of System and Name	5
2. Definitions	5
3. Retirement Commission	9
4. Retirement Commissioners	9
5. Election of Employee Commissioners	9
6. Commissioner's Term of Office	10
7. Commissioner's Oath of Office	10
8. Vacancy on Retirement Commission	10
9. Compensation for Commissioners	10
10. Commission Meetings	11
11. Quorum – Voting	11
12. Officers of Retirement System – Employment of Services	11
13. Records for Actuarial Valuation	12
14. Adoption of Tables and Regular Interest	12
15. Report to Board of Commissioners	12
16. Membership of Retirement System	12
17. Membership Terminates	13
18. Other Governmental Service Credit	13
19. Service Credit	14
20. Military Service Credit	15
21. Repayment of Retirement Withdrawals	16
22. Voluntary Retirement	18
23. Vesting	19
24. Repeal and Reserve	19
25. Retirement Allowance	19
26. Deferred Retirement	22
27. Retirement Allowance Options	22
28. Disability Retirement	27

29. Duty Disability Retirement	27
30. Disability Retirement Allowance	28
31. Maximum Disability Retirement Allowance	28
32. Reexamination of Disability Retirants	29
33. Return to Service of Disability Retirants	29
34. Death in Line of Duty	29
35. Ordinary Death Benefits – Elective Beneficiary	30
36. Ordinary Death Benefits – Widow/Widower Beneficiary Automatic	31
37. Refund of Member’s Accumulated Contributions	31
38. Employee’s Savings Fund	33
39. Retirement Reserve Fund	36
40. Pension Reserve Fund	36
41. Income Fund – Expense Fund	37
42. Investment of Retirement Assets	37
43. Assets not Segregated	37
44. Allowance of Regular Interest	38
45. Method of Making Payments	38
46. Assignments Prohibited	38
47. Errors – Protection Against Fraud	39
48. Subrogation Provision	39
49. Laws Inconsistent Repealed	39
50. Savings Provision	39
51. Employers Declared Reciprocal Units of Government	40
52. Post-Retirement Adjustments	40
53. Reemployment of a Retirant within the G.C.E.R.S.	42
54. Repeal and Reserve	43
55. Board of County Road Commissioners	43
56. Termination of Retirement Ordinance	43
57. Establishment of Defined Contribution Trust	43

58. Repeal and Reserve	44
59. Lump Sum Payment Option	44
60. Repeal and Reserve	45
61. Repeal and Reserve	45
62. Repeal and Reserve	45
63. Qualified Excess Benefit Arrangement	45
64. Repeal and Reserve	46
Appendix – Benefit Provisions by Bargaining Unit	46

ORDINANCE

Section 1.

System:

The Genesee County Employees' Retirement System heretofore established under the authority of Section 12a of Act No. 156 of the Public Acts of 1851, as amended, is hereby continued for the purpose of providing retirement and survivor benefits for the Employees of Genesee County and of its several offices, boards, and departments, including the officers and Employees of the Board of County Roads Commissioners. This Ordinance shall be officially known and may be referred to as the Genesee County Employees' Retirement System Ordinance ("the Ordinance").

Section 2.

Definitions:

The following words and phrases when capitalized in this Ordinance, shall have the following meanings, unless a different meaning is clearly required by the context:

- (a) "County" means Genesee County, State of Michigan, and shall include its several offices, Boards and Departments.
- (b) "Retirement System" or "System" means the Genesee County Employees' Retirement System.
- (c) "Employer" means Genesee County or any city, township, or village, or, pursuant to the authority of amendatory Act Number 200 of the Public Acts of 1979, any political subdivision or other governmental instrumentality created pursuant to state or local law, which enters into an agreement with the County to include its eligible Employees and officials, elected or appointed, in the membership of the Retirement System pursuant to the authority of Act Number 137 of the Public Acts of 1967 as amended, Michigan Compiled Laws Section 38.691.
- (d) "Agreement Date" means the effective date of the agreement between an Employer and the County to include the eligible Employees and officials of the Employer in the membership of the Retirement System. The Agreement Date for Genesee County is December 31, 1945.
- (e) "Retirement Commission" or "Commission" means the Retirement Commission provided for in this Ordinance.
- (f) "Employee" means any Person who is in the employ of the Employer and who is paid by the Employer more than 50 percent (50%) of all Compensation received by him for Services rendered by him to all government units. Eligible Members of the County Board of Commissioners, the Judges of the Seventh Judicial Circuit, and the Judges of the 67th District Court are exempted from the 50 percent (50%) exclusion under this Ordinance and may participate to the extent of their County salary. Eligible County Juvenile Officers and Assistant County Juvenile Officers are exempted from the 50 percent (50%) exclusion under this Ordinance and may participate to the extent of their County salary and their Credited Service shall be based on a percentage of time charged to the County. This percentage shall be the same percentage as that portion of their total salary which they derive from the County.
- (g) "Member" means any person who is included in the membership of the Retirement System.
- (h) "Retirant" means any Member who retires with a Retirement Allowance payable by the Retirement System.

- (i) "Beneficiary" means any Person, except a Retirant who is in receipt of, or who is designated to receive, a Retirement Allowance, Pension, or other benefit, payable by the Retirement System.
- (j) "Service" means personal service rendered to an Employer by an Employee of the Employer for which contributions have been made to the Retirement System, except as otherwise provided for by collective bargaining agreements or personnel policy.
- (k) "Credited Service" means the Service credited a Member as provided in this Ordinance.
- (l) "Regular Interest" means such rate or rates of interest per annum, compounded annually, as the Retirement Commission shall from time to time adopt.
- (m) "Accumulated Contributions" means the sum of all amounts deducted from the Compensation of a Member and credited to his individual account in the Employees' Savings Fund, together with Regular Interest thereon.
- (n) "Compensation" means the remuneration earned by a Member for Service performed as an Employee. If part of a Member's remuneration is not paid in money, the Commission shall fix the value of that part of the remuneration not paid in money. Compensation includes longevity pay, overtime pay, pay for cost of living allowance, stand by time, union time, bereavement leave, jury duty, personal time, military leave, court time, used compensatory time, business days, vacation pay, holiday pay, and items of deferred compensation including salary reductions to a VEBA, exclusive of Employer contributions to the Retirement System. Compensation also includes sick leave benefits, worker's disability compensation payments (weekly payments only) and layoff benefits, contingent upon the contributions as specified in Section 19(b). As to Genesee County Members who are not members of collective bargaining units, however, Compensation does not include overtime pay for work performed on or after October 3, 2009. Effective January 1, 2012, as to Water and Waste Members who are not members of collective bargaining units, however, Compensation does not include overtime and on-call time for work performed on or after January 1, 2012. Compensation does not include a one-time lump sum payment provided by an Employer in lieu of a raise or other similar arrangement (i.e. signing bonus or retention bonus), payments for unused sick leave, unused vacation leave, unused compensatory time, unused personal time, unused business days, unused holiday pay, hospitalization insurance and life insurance premiums, other fringe benefits paid by and from the funds of Employers, and any amounts of judicial salary standardization payments added to judges final Compensation for Retirement as payable under the Judges' Retirement Act. Effective January 1, 1995, Compensation in excess of the annual Compensation limitations provided in Internal Revenue Code Section 401(a)(17) shall be disregarded, subject to the following: (1) for "Eligible Members", annual Compensation shall not be less than the amount which was allowed to be taken into account under the Ordinance as in effect on July 1, 1993. For purposes of this section, an eligible Member is an individual who first became a Member of the Retirement System before the first plan year beginning after December 31, 1995. (2) Notwithstanding (1) above, for plan years beginning on or after January 1, 1996, the annual Compensation of any Member who is not an eligible Member shall be disregarded to the extent that it exceeds \$150,000, or such other cost-of-living adjusted amount as is set by the Secretary of the Treasury. If, as a result of the application of the family aggregation rules of Internal Revenue Code Section 414(q)(6), such dollar limitation is exceeded, then the limitation shall be prorated among the affected Members in proportion to each such Member's Compensation, as determined under this section prior to the application of this limitation. (3) Notwithstanding (2) above, the annual Compensation of each Employee taken into account in determining benefit accruals in any Retirement System year beginning after December 31, 2001 shall not exceed the IRC 401(a)(17)(B) limitations. Annual Compensation means Compensation during the calendar year or such other consecutive 12-month period over which Compensation is otherwise determined under this Ordinance (the determination period). The limit on annual Compensation shall be adjusted for cost-of-living increases in accordance with Section 401(a)(17)(B) of the Internal Revenue Code. The cost-of-living adjustment in effect for a calendar year applies to annual Compensation for the determination period that begins with or within such calendar year.

(o) "Final Average Compensation"

- (1) "Final Average Compensation" with respect to a non-union Member employed by the District Library, means the annual average Compensation received by the Member during any five (5) of the Member's years of Credited Service which produces the highest average and is contained within the Member's ten years of Credited Service immediately preceding the date of the Member's employment with the Employer last terminates. If the Member has less than five (5) years of Credited Service, the Member's Final Average Compensation shall be the annual average of the Member's Compensation for the Member's total period of Credited Service. Effective June 1, 2004, "Final Average Compensation" with respect to non-union Directors employed by the District Library means the annual average Compensation received by the non-union Director during any two (2) of the Director's years of Credited Service which produces the highest average and is contained within the Director's ten years of Credited Service immediately preceding the date the Director's employment with the Employer last terminated. If the Director has less than five (5) years of Credited Service, the Director's Final Average Compensation shall be the annual average of the Director's Compensation for the Director's total period of Credited Service. "Final Average Compensation" with respect to a Member employed by the District Library who is a member of a collective bargaining unit is as defined in the Applicable Union Contract.
- (2) "Final Average Compensation" with respect to Circuit Court Judges and Probate Court Judges who are members of the State Judges Retirement System, being the System provided for in Act No. 198 of the Public Acts of 1951, as amended, Michigan Compiled Laws 38.801 *et seq.*, and District Court Judges, who, as to all such classifications of judges, have Service for any time subsequent to July 11, 1989, means the annual average of the Employee's three (3) years of Credited Service which produces the highest average Compensation. If the Employee has less than the required years of Credited Service, the Employee's Final Average Compensation shall be the annual average of the Employee's Compensation for the Employee's total period of Credited Service. For purposes of Section 12A(22) and (23) of Act No. 156 of the Public Acts of 1851, as amended {MCL 46.12A, Subsections (22) and (23); MSA 5.333(1), Subsections (22) and (23)}, the Final Average Compensation for a Member who is a judge of the Circuit, District, or Probate Court at the time of the Member's retirement from the Michigan Judges' Retirement System shall be determined by using only Compensation received during the Member's years of Credited Service as a judge.
- (3) "Final Average Compensation" with respect to a non-union Member employed by the City of Mt. Morris means the annual average of the Compensation received by the Member during any three (3) of the Member's years of Credited Service which produces the highest average Compensation. "Final Average Compensation" with respect to a Member who is employed by the City of Mt. Morris who is a member of a collective bargaining unit is as defined as in the Applicable Union Contract.
- (4) "Final Average Compensation" with respect to a non-union Member of Water and Waste Services means the average of the Compensation received by the Member during any two (2) of the Member's years of Credited Service which produces the highest average Compensation. Effective July 1, 2006, "Final Average Compensation" with respect to a non-union Member of Water and Waste who was hired on or after January 1, 2006 shall be the average of the Compensation received by the Member during the three (3) highest of the last five (5) years of Compensation immediately preceding Retirement. "Final Average Compensation" with respect to a Member who is employed by Water and Waste who is a member of a collective bargaining unit is as defined as in the Applicable Union Contract.
- (5) "Final Average Compensation" with respect to a non-union Member of Genesee County means the annual average of the Member's two (2) years of Credited Service which produces the highest average Compensation. If such Member has less than the required

years of Credited Service, the Member's Final Average Compensation shall be the annual average of the Member's Compensation for the Member's total period of Credited Service. "Final Average Compensation" with respect to a Member who is employed by the Genesee County Employer who is a member of a collective bargaining unit is as defined as in the Applicable Union Contract.

- (6) "Final Average Compensation" with respect to a non-union Member employed by the Road Commission means the annual average Compensation received by the Member during any three (3) of the Member's years of Credited Service which produces the highest average Compensation. If a Member has less than the required years of Credited Service, the Member's Final Average Compensation shall be the annual average of the Member's Compensation for the Member's total period of Credited Service. "Final Average Compensation" with respect to a Member who is employed by the Road Commission who is a member of a collective bargaining unit is as defined as in the Applicable Union Contract.
- (7) "Final Average Compensation" with respect to a non-union Member employed by Genesee Health Systems means the annual average Compensation received by the Member during any three (3) of the Member's years of Credited Service which produces the highest average Compensation. If a Member has less than the required years of Credited Service, the Member's Final Average Compensation shall be the annual average of the Member's Compensation for the Member's total period of Credited Service. "Final Average Compensation" with respect to a Member who is employed by Genesee Health Systems who is a member of a collective bargaining unit is as defined as in the Applicable Union Contract.
- (p) "Employee Pension" or "Annuity" means an annual amount, derived from a Member's Accumulated Contributions, payable in monthly installments throughout the future life of a Person, or for a temporary period, as provided in this Ordinance.
- (q) "Employer's Pension" or "Pension" means an annual amount, derived from money provided by an Employer, payable in monthly installments throughout the future life of a Person, or for a temporary period, as provided in this Ordinance.
- (r) "Retirement Allowance" means the sum of the Annuity and Pension payable to a Retirant or Beneficiary.
- (s) "Retirement" means a Member's withdrawal from the employ of all Employers with a Retirement Allowance payable by the Retirement System.
- (t) "Annuity Reserve" means the present value of all payments to be made on account of any Annuity, and shall be computed upon the basis of such mortality and other experience tables, and Regular Interest as the Retirement Commission shall from time to time adopt.
- (u) "Pension Reserve" means the present value of all payments to be made on account of any Pension, and shall be computed upon the basis of such mortality and other experience tables, and Regular Interest as the Retirement Commission shall from time to time adopt.
- (v) "Worker's Compensation Period" means the period a Member, Retirant, or Beneficiary, is in receipt of weekly worker's compensation on account of a Member's disability or death arising out of and in the course of his employment with an Employer. If he is paid a single sum in lieu of weekly worker's compensation his "Worker's Compensation Period" shall be the period, if any, he was in receipt of weekly worker's compensation plus the period arrived at by dividing the said single sum of his weekly worker's compensation in accordance with the provision of the Worker's Compensation Act in effect at the time of the Member's Retirement or death.
- (w) The masculine gender shall include the female gender, and words of the plural number in relation to persons shall include the singular number, and vice-versa.

- (x) "Applicable Union Contract" means the collective bargaining agreement containing retirement and survivor benefits which is in effect on the date the Member's employment with the Employer last terminates.
- (y) The terms "Person" or "Persons" shall refer to natural persons only. For example, and not by way of limitation, the term "Person" shall not refer to a trust.

Section 3.

Retirement Commission:

The general administration, management and responsibility for the proper operation of the Retirement System and for construing and making effective the provisions of this Ordinance are vested in the Retirement Commission.

Section 4.

Commissioners:

The Retirement Commission shall consist of nine Commissioners, as follows:

- (a) The ex-officio Commissioners shall be:
 - (1) The Chairperson of the Board of Commissioners or another County Commissioner designated by the Chairperson to serve at his pleasure as his designee during the Chairperson's term or until the Chairperson earlier revokes the designation.
 - (2) The Chairperson of the Finance Committee.
 - (3) The Chairperson of the Board of County Road Commissioners or another member of the Board of County Road Commissioners designated by the Chairperson of the Board of County Road Commissioners to serve at his/her pleasure as his/her designee during the Chairperson of the Board of County Road Commissioner's term or until the Chairperson of the Board of County Road Commissioners earlier revokes the designation.
 - (4) The Executive Director of Genesee Health Systems.
 - (5) The County Controller.
- (b) Three (3) Employee Commissioners shall be: Three Members of the Retirement System, to be elected by the Members of the Retirement System. No more than one such Employee Commissioner shall be from any one County office, board, or department; or from any one Employer except Genesee County.
- (c) One (1) Retirant of the Genesee County Employees' Retirement System: The Retirant shall be elected by the retirees of the Genesee County Employees' Retirement System.

Section 5.

Election of Employee Commissioners:

- (a) The elections of the Employee Commissioners provided for in Section 4(b) shall be held in

accordance with such rules and regulations as shall from time to time be adopted by the Retirement Commission.

- (b) The election of the Retirant member of the Retirement Commission as provided for in Section 4(c) shall be held in accordance with such rules and regulations as shall from time to time be adopted by the Retirement Commission.

Section 6.

Commissioner's Term of Office:

- (a) The regular term of office for the position of Commissioner for the Employee Commissioners shall be three (3) years.
- (b) The regular term of office of the Retirant member of the Commission shall be two (2) years.

Section 7.

Commissioner's Oath of Office:

An oath of office shall be administered to each Commissioner prior to their assumption of duties with the Retirement Commission. This oath will be administered by the County Clerk at the first meeting of the Employee Commissioner's term.

Section 8.

Vacancy on Retirement Commission - Filling Vacancy

- (a) Except for the position of the Retirant member of the Commission, a vacancy shall occur in the position of Commissioner upon the separation of any Commissioner from Employer employment. If a Commissioner fails to attend three (3) consecutive meetings of the Commission, without prior notification, unless excused for cause by the Commissioners attending such meetings, he shall be considered to have resigned from the Commission and the Commission shall by resolution declare the office vacated as of the date of adoption of such resolution.
- (b) If a vacancy occurs in the position of Commissioner, through separation from Employer employment or for other reason, the vacancy shall be filled within 90 days after the date of the vacancy, for the unexpired portion of the term, in the same manner as the position was previously filled.

Section 9.

Compensation for Commissioners:

- (a) The Employee Commissioners and County Controller shall serve without additional Compensation for their service as Commissioners. Ex-officio members except for the County Controller may receive a per diem allowance for attending Retirement Commission meetings if established by their governmental regulatory agency. All Commissioners shall be entitled to their salary and expenses actually and necessarily incurred in attending meetings of the Retirement Commission and in performing required service as Commissioners.
- (b) The Retirant member of the Commission may receive a per diem allowance for attending

Retirement Commission meetings and Committee meetings and may also receive a mileage allowance of up to 100 miles per meeting attended.

Section 10.

Commission Meetings:

The Retirement Commission shall hold meetings regularly, at least one in each calendar month, and shall designate the time and place thereof. All meetings of the Commission shall be public. The Commission shall adopt its own rules of procedure and shall keep a record of its proceedings.

Section 11.

Quorum - Voting:

Each attending Commissioner shall be entitled to one vote on each question before the Commission. Five attending Commissioners shall constitute a quorum at any meeting of the Commission and at least five concurring votes shall be necessary for a decision by the Commissioners at any meeting of the Commission.

Section 12.

Officers of Retirement System - Employment of Services:

- (a) The Retirement Commission shall elect from its members a chairperson and a vice-chairperson.
- (b) The County Controller shall be secretary to the Commission and he shall be the administrative officer of the Retirement System. The Commission may retain Genesee County to provide, through staff of the County Controller, general administrative activities of the Retirement System. The compensation for those general administrative services, which may involve, but is not required to involve, a percentage of the costs of the personnel performing them, and the job description of those performing the services, must be approved by the Commission.
- (c) The County Treasurer shall be treasurer of the Retirement System.
- (d) The County Corporation Counsel may be the legal advisor of the Commission, or the Commission may, pursuant to subsection 12(g) of this Ordinance, direct the secretary to employ an attorney other than County Corporation Counsel to advise or represent the Commission.
- (e) The Retirement Commission shall appoint an actuary who is a member of the American Academy of Actuaries. He shall be the technical advisor to the Commission on matters regarding the operation of the Retirement System; and he shall perform such other services as are required of him in this Ordinance.
- (f) The Retirement Commission shall appoint as medical director a physician who is not eligible to participate in the Retirement System as a Member or as a Beneficiary. He shall be directly responsible to and shall hold office at the pleasure of the Retirement Commission; he shall arrange for and pass upon all medical examinations required under the provisions of this Ordinance; he shall investigate all essential statements and certificates of a medical nature by or on behalf of a Member, or other claimant, in connection with an application for benefits under the provisions of this Ordinance; and he shall report in writing to the Commission his conclusions and recommendations on medical matters referred to him by the Commission.
- (g) The secretary shall have the authority to employ such other professional and clerical services, and to purchase such equipment and supplies, as are required for the proper operation of the System,

subject to approval of the Commission. Such services, except actuarial and medical, shall be engaged and compensated in the same manner that similar services are engaged and compensated by other departments of the County.

Section 13.

Records for Actuarial Valuation:

The Retirement Commission shall keep up or cause to be kept such data as shall be recommended by the actuary as necessary for an actuarial valuation of assets and liabilities of the Retirement System.

Section 14.

Adoption of Tables and Regular Interest:

The Retirement Commission shall from time to time adopt such mortality and other tables of experience, and a rate or rates of Regular Interest, as are necessary in the proper operation of the Retirement System on an actuarial reserve basis. For purposes of adjusting any benefit or limitation under Internal Revenue Code Section 415, the mortality table used shall be the table prescribed by the United States Secretary of the Treasury.

Section 15.

Report to Board of Commissioners:

The Commission shall annually, but not later than July 31st of each year, render a report to the County Board of Commissioners showing the financial condition of the System as of the preceding December 31st. Such report shall contain, but shall not be limited to, a financial balance sheet, a statement of income and disbursements, a detailed actuarial balance sheet prepared by means of the last valuation of the System, and such other data as the Commission shall deem necessary or desirable for the proper understanding of the System.

Section 16.

Membership of Retirement System:

- (a) All Persons who are eligible Employees of an Employer, and all Persons who become eligible Employees of an Employer, shall become Members of the Retirement System, except as provided in subsection (b) of this section.
- (b) The membership of the Retirement System shall not include (1) any person who is engaged for special services on a contract or fee basis, nor (2) the actuary, nor (3) the medical director, nor (4) any Employee who is included by law as an active member of any other retirement system, except the federal social security old-age, survivor, disability and health insurance program, by reason of the Compensation paid him by an Employer.
- (c) Members of the Retirement System are designated as belonging to one of the following groups of Employees:

- Genesee County
- Genesee County Road Commission
- Genesee County Water and Waste
- Genesee Health Systems

City of Mt. Morris
Genesee District Library

The amount of benefit applicable to a Member who has Credited Service in force acquired under more than one benefit classification shall be computed using the Credited Service acquired under each benefit classification and provisions applicable to the classifications. A provision is applicable to all benefit classifications except as specifically limited. For purposes of this subsection, a specific reference in this Ordinance to a judge or judges of the Circuit, District, or Probate Court, respectively, is intended as a delineation of a separate benefit classification, or classifications, as the case may be.

- (d) In any case of doubt, the Retirement Commission shall decide who is a Member of the Retirement System, to which group of Employees a Member belongs, and under which benefit classification or classifications a Member has acquired Credited Service.

Section 17.

Membership Terminates:

Except as otherwise provided in this Ordinance, should any Member leave the Employ of an Employer, for any reason except his Retirement or death, he shall thereupon cease to be a Member and his Credited Service shall be forfeited.

In the event he is reemployed by an Employer, he shall again become a Member of the Retirement System. Upon reemployment his Credited Service last forfeited by him shall be restored to his credit upon his repayment of monies as specified in Section 21 of this Ordinance. Application by the Employee for restoration of such Credited Service last forfeited shall be made within the period of twelve months commencing on the date of rehire. Upon Retirement or death of a Member, he shall thereupon cease to be a Member.

Section 18.

Other Governmental Service Credit:

Upon the request of a Member of this Retirement System, who is a member of a collective bargaining unit which has bargained for and been granted this benefit by an Employer participant of this Retirement System, provided that if said bargaining unit is one that represents Genesee County Employees, said unit's collective bargaining agreement has been approved by a 3/5 affirmative vote of the Genesee County Board of Commissioners; or who is a Member of this Retirement System, is not a member of a District Library, such Member shall be credited with the amount of government service resulting from employment with the United States government, except military service, a state, or any of their political subdivisions, in addition to such credit for the Service with the County as to which the Member is otherwise entitled under this Ordinance, under the following conditions:

- (a) Employment by the Employer participant occurred within fifteen (15) years following the Member's separation from service of the last unit of government by which the Member was employed, and the Member is currently actively employed with an Employer participant of this Retirement System. However, the fifteen (15) year condition is eliminated for a Genesee County Employee who is not a member of a County collective bargaining unit, including but not limited to an appointed official or officer, or a holder of elective office. However, effective April 29, 2008, the fifteen (15) years condition is eliminated for a Genesee Health System Employee who is not a member of a county collective bargaining unit. However, effective January 1, 2012, the fifteen (15) year condition is eliminated for a Water and Waste Employee who is not a member of a County collective bargaining unit .
- (b) Service rendered before the last break in governmental service of more than fifteen (15) years

shall not be credited. However, the fifteen (15) year condition is eliminated for a Genesee County Employee who is not a member of a County collective bargaining unit, including but not limited to an appointed official or officer, or a holder of elective office. However, effective April 29, 2008, the fifteen (15) year condition is eliminated for a Genesee Health Systems Employee who is not a member of a county collective bargaining unit.

- (c) Service which is recognized for the purpose of a deferred retirement allowance under a retirement system or other employer-funded retirement benefit plan, except for a retirement benefit plan under the Social Security Act, 42, U.S.C. 301 to 1397f, of the United States government, a state, or a political subdivision of a state shall not be credited if the Member retired under a retirement system of the United States government, a state, or any of their political subdivisions or, if the Member has not yet so retired, until the Member irrevocably forfeits the right to the deferred retirement allowance; provided, however, that judges may receive credit for years for which, as judges, they simultaneously were Members of both a local government system, plan or program and the state retirement system, plan or program, and may receive such credit on the basis of the contributions which related to their local government membership, provided further that they have not retired under and have irrevocably forfeited their rights under said local system, plan, or program.
- (d) The Member deposits in the Retirement System an amount equal to the aggregate amount of contributions the Member would have made had the service been acquired in the employ of the Employer participant of this Retirement System, plus interest from the dates the contributions would have been made to the date of deposit, at rates determined by the Retirement Commission. If records are insufficient or unavailable to compute the exact amount of required deposit, the Retirement Commission may estimate the amount.

The Member has 8 or more years of Credited Service in employment with Employer participant, and deposits in the said Genesee County Employees' Retirement System an amount equal to the aggregate amount of contributions the Employer participant would have made had the government service being credited under this section been acquired in the employ of the County. However, the requirement of this subsection of eight (8) or more years of Credited Service is reduced to five (5) or more years of Credited Service for a Genesee County Employee who is not a member of a County collective bargaining unit, including but not limited to an appointed official or officer, or a holder of elective office. Effective July 1, 2006, a non-union Employee of Water and Waste with three (3) years of Credited Service shall be eligible to purchase service credit pursuant to this section. The maximum purchase limitation for purchases of this subsection for Employees who are members of a collective bargaining unit is as stated in the Applicable Union Contract.

- (e) Service credit will be determined by the full time employment status as documented by the former governmental unit or by hours worked if prior employment was part-time. In no case shall more than one year of Service be credited any Member for all Service rendered by him in any calendar year.

Any Member may timely appeal any decision by the Genesee County Employees' Retirement Commission, regarding the Member's benefits under this Section, to the Genesee County Board of County Commissioners for a new hearing.

Section 19.

Service Credits:

- (a) The Service rendered by a Member shall be credited him by the Retirement Commission in accordance with such rules and regulations, consistent with the provisions of this Ordinance, as the Commission shall from time to time adopt. Service credit will be determined by the full time employment status as documented by the governmental unit or by hours worked if employment was part-time. In no case shall more than one year of Service be credited any Member for all Service rendered by him in any calendar year.

- (b) Retirement Service credit shall be credited to a Member for the period that the Member received sick leave benefits, worker's disability compensation payments (weekly payments only) and layoff benefits, contingent upon the Member's contribution within twelve months of return from leave or layoff of the percentage (as specified in Section 38) of the benefit received.

Section 20.

Military Service Credit:

- (a) Upon the request of a Member of this Retirement System, who is currently actively employed with an Employer participant of this Retirement System, who has no Service with an Employer participant of this Retirement System previously to the commencement of the current employment and who:
- (1) Entered the armed service of the United States before June 1, 1980, and is a member of a collective bargaining unit which has bargained for and been granted this benefit by an Employer participant of this Retirement System, provided that if said bargaining unit is one that represents Genesee County Employees, said unit's collective bargaining agreement has been approved by a 3/5 affirmative vote of the Genesee County Board of Commissioners; or
 - (2) Entered the armed service of the United States before June 1, 1980, is not a member of a collective bargaining unit and is not a Member of this Retirement System by virtue of employment with the Genesee District Library; or
 - (3) Entered the armed service of the United States on or after June 1, 1980 during a time of war or emergency conditions as defined in Section 1 of Act No. 190 or the Public Acts of 1965, as amended, being Section 35.61 of the Michigan Compiled Laws, and who is also a member of a collective bargaining unit which has bargained for and been granted this benefit by an Employer participant of this Retirement System, provided that if said bargaining unit is one that represents Genesee County Employees, said unit's collective bargaining agreement has been approved by a 3/5 affirmative vote of the Genesee County Board of Commissioners; or
 - (4) Entered the armed service of the United States on or after June 1, 1980 during a time of war or emergency conditions as defined in Section 1 of Act No. 190 of the Public Acts of 1965 as amended, being Section 35.61 of the Michigan Compiled Laws, is not a member of a collective bargaining unit and is not a Member of this System by virtue of employment with the Genesee District Library.

Said Member shall receive Service credit towards Retirement for not more than 5 years of active military service upon payment to the Retirement System of an amount equal to 5% of the Member's full-time or equated full-time annual Compensation for the year in which payment is made multiplied by the number of years, and fraction of a year, of Credited Service that the Member elects to purchase up to the maximum. Service shall not be credited if the service is or would be credited for the same period under any other federal, state, or local publicly supported retirement system. Service shall not be credited under this subsection until the Member has the number of years of Credited Service needed to vest under this Retirement System. However, the subsection 20 (a) (4) requirement of military service during a time of war or emergency conditions, and the 5-year limitation for military service credit and the vesting requirement of this subsection is eliminated for a Genesee County Employee who is not a member of a County collective bargaining unit, including but not limited to an appointed official or officer, or a holder of elective office, and such Employee may purchase military service after completion of five (5) years of Credited Service with Genesee County. Effective July 1, 2002, the subsection 20 (a)(4) requirement of military service during a time of war or emergency conditions, and the 5 year limitation for military service credit are eliminated, for a Water and Waste non-union Employee. Effective April 29, 2008, the subsection

20(a)(4) requirement of military services during a time of war or emergency conditions is eliminated for a Genesee Health Systems non-union Employee.

The required time and maximum purchase limitation for purchases of this subsection for Employees who are members of a collective bargaining unit are as defined in the Applicable Union Contract.

In any case of doubt as to the period to be so credited any Member, the Retirement Commission shall have final power to determine such period. Any Member may timely appeal any decision by the Genesee County Employees' Retirement Commission, regarding the Member's benefits under this section, to the Genesee County Board of County Commissioners.

- (b) Notwithstanding any provision of this Ordinance to the contrary, contributions, benefits and Service credit with respect to qualified military service will be provided in accordance with Section 414(u) of the Internal Revenue Code. A Member who is absent from employment with an Employer participant of the Retirement System by reason of service in the uniformed services of the United States shall be entitled to Credited Service for the period or periods of such service, in accordance with Chapter 43 of Title 38 of the United States Code, as amended by Public Law 103-353 (38 USC §4301 et seq.), subject to the following conditions:
- (1) Prior to entering military service, a Member is required to provide advance written or verbal notice to the Employer unless giving such notice is precluded by military necessity or is otherwise impossible or unreasonable.
 - (2) A Member who enters the armed forces of the United States and thereafter returns to employment with the Employer within ninety (90) days of his or her discharge or within one (1) year from hospitalization continuing after such discharge, shall be credited with Service for a period not to exceed five (5) years unless such service is extended by the government for military necessity.
 - (3) A Member shall be required to provide documentation to establish the timeliness of his or her application for reemployment. A copy of the Member's discharge papers shall be sufficient.
 - (4) The Member pays the Retirement System the amount of Employee contributions the Member would have been required to contribute had the Member remained continuously employed by the Employer throughout the period of service in the uniformed services. Any payment of Employee contributions shall be made during a period equal to three times the period of the Member's service in the uniformed services, not to exceed five (5) years, beginning on the date of the Member's reemployment.
 - (5) The Member's Compensation for purposes of determining the required Employee contributions under this subsection shall be computed at the rate the Member would have received but for such period of service, or in the case that the determination of such rate is not reasonably certain, on the basis of the Member's average rate of Compensation during the twelve (12) month period immediately preceding such period of service (or, if shorter, the period of employment immediately preceding such period).
 - (6) Armed service credited a Member under subsection (b) shall not be the basis for Credited Service under this subsection.

Section 21.

Repayment of Retirement Withdrawals:

- (a) Upon the request of a Member of this Retirement System, who is on the date of application for this benefit actively employed by an Employer participant of this Retirement System, said Member shall be credited with the amount of membership Service that the Member had previously been credited

by, and had later lost credit with, the Retirement System, under the following conditions, if said Member withdrew his Accumulated Contributions prior to December 31, 1982 (the effective date of 1982 PA 507):

- (1) The Service previously credited to the Member must have been Service rendered for an Employer participant of this Retirement System.
 - (2) Service which is recognized for the purpose of a deferred retirement allowance under another retirement system or other employer-funded retirement benefit plan, except for a retirement benefit plan under the Social Security Act, 42 U.S.C. 301 to 139f of the United States government, a state, or a political subdivision of a state shall not be credited if the Member retired under a retirement system of the United States government, a state, or any of their political subdivisions or, if the Member has not so retired, until the Member irrevocably forfeits the right to deferred retirement allowance; provided, however, that judges may receive credit for years for which, as judges, they simultaneously were Members of both a local government system, plan, or program, and may receive such credit on the basis of contributions which related to their local government membership, provided further that they have not retired under and have irrevocably forfeited their rights under said local system, plan, or program.
 - (3) The Member deposits in the Genesee County Employees' Retirement System an amount equal to the aggregate amount of contributions the Member made at the time of the previous Service plus interest compounded annually from the date of withdrawal of the Accumulated Contributions to the date of deposit, at rates determined by the Retirement Commission. If records are insufficient or unavailable to compute the exact amount of required deposit, the Retirement Commission may estimate the amount.
 - (4) Service credit will be determined by the full time employment status as documented by the governmental unit or by hours worked if employment was part-time. In no case shall more than one year of Service be credited any Member for all Service rendered by him in any calendar year.
- (b) Upon the request of a Member of this Retirement System, who is on the date of application for this benefit currently actively employed by an Employer participant of this Retirement System, said Member shall be credited with the amount of membership Service that the Member had previously been credited with by, and had later lost credit for with, the Retirement System, under the following conditions, if said Member withdrew his Accumulated Contribution on or subsequent to December 31, 1982 (the effective date of 1982 PA 507):
- (1) The Service previously credited to the Member must have been Service rendered for an Employer participant of this Retirement System.
 - (2) Service which is recognized for the purpose of another deferred retirement allowance under a retirement system or other employer-funded retirement benefit plan, except for a retirement benefit plan under the Social Security Act, 42 U.S.C. 301 to 1397f, of the United States government, a state, or a political subdivision of a state shall not be credited if the Member retired under a retirement system of the United States government, a state, or any of their political subdivisions or, if the Member has not so retired, until the Member irrevocably forfeits the right to the deferred retirement allowance; provided, however, that judges may receive credit for years for which, as judges, they simultaneously were Members of both a local government system, plan or program and the state retirement system plan or program, and may receive such credit on the basis of contributions which related to their local government membership, provided further that they have not retired under and have irrevocably forfeited their rights under said local system, plan, or program.
 - (3) The Member deposits in the Genesee County Employees' Retirement System an amount equal to the aggregate amount of contributions the Member made at the time of the previous Service plus interest compounded annually from the date of withdrawal of the

Accumulated Contributions to the date of deposit, at rates determined by the Retirement Commission. If records are insufficient or unavailable to compute the exact amount of required deposit, the Retirement Commission may estimate the amount.

- (4) The Member deposits in the Genesee County Employees' Retirement System an amount equal to the aggregate amount of contributions the Employer participant made at the time of the previous Service plus interest compounded annually from the date of separation to the date of deposit, at rates determined by the Retirement Commission. Service credit will be determined by the full time employment status as documented by the governmental unit or by hours worked if employment was part-time. In no case shall more than one year of Service be credited any Member for all Service rendered by him in any calendar year.

Section 22.

Voluntary Retirement:

- (a) A Member may retire if he has attained the age and acquired the Credited Service applicable to his benefit classification. Written application for Retirement shall be properly filed with the Commission, not less than 30 calendar days nor more than 90 calendar days, prior to the date he desires to retire. Upon a Member's Retirement he shall be paid a Retirement Allowance provided in Section 25.
- (b) The age and Credited Service requirements for voluntary Retirements are as follows:
 - (1) Genesee County non-union Members may retire at any age and with 23 or more years of Credited Service; or age 60 or older with 8 or more years of Credited Service; However, the age and Credited Service requirement for a Genesee County Member who is a member of a collective bargaining unit shall be as is defined in the Applicable Union Contract.
 - (2) Genesee Health Systems non-union Members may retire at any age with 23 or more years of Credited Service; or age 60 or older with 8 or more years of Credited Service. However, the age and Credited Service requirement for a Genesee Health Systems Member who is a member of a collective bargaining unit shall be as is defined in the Applicable Union Contract.
 - (3) Genesee District Library non-union Members may retire at any age with 25 or more years of Credited Service; or age 60 or older with 8 or more years of Credited Service. However, employees non-union Members hired on or after January 1, 2001 may retire at age 60 or older with 12 or more years of Credited Service. However, the age and Credited Service requirement for a Genesee District Library Member who is a member of a collective bargaining unit shall be as is defined in the Applicable Union Contract.
 - (4) Road Commission non-union Members may retire at any age with 25 or more years of Credited Service; or early between age 55 and age 60 with applicable reduction with 8 or more years of Credited Service as described in Section 25. However, the age and Credited Service requirement for a Road Commission Member who is a member of a collective bargaining unit shall be as is defined in the Applicable Union Contract.
 - (5) Water and Waste non-union Members may retire at any age with 23 or more years of Credited Service; or at age 60 or older with 10 or more years of Credited Service; or early between age 55 and age 60 with 10 or more years of Credited Service and subject to reduction consistent with Section 25 of this Ordinance. However, Water and Waste non-union Members hired on or after January 1, 2006 may retire at age 55 or older with 23 or more years of Credited Service; or early between age 55 and age 60 with 10 or more years of Credited Service. However, the age and Credited Service

requirement of Water and Waste Member who is a member of a collective bargaining unit shall be as is defined in the Applicable Union Contract.

- (6) City of Mt. Morris non-union Members may retire at any age with 25 or more years of Credited Service; or age 60 or older with 8 or more years of Credited Service. However, the age and Credited Service requirement for a City of Mt. Morris who is a member of a collective bargaining unit shall be as is defined in the Applicable Union Contract.

Section 23.

Vesting:

- (a) Vesting for Water and Waste: Effective July 1, 2006 vesting for a non-union Member of Water and Waste shall be ten (10) years of Credited Service, and a Member with more than eight (8) years of Credited Service and less than ten (10) years of Credited Service as of March 31, 2006 shall retain vesting rights at eight (8) years of Credited Service. A Member of Water and Waste who is a member of a collective bargaining unit shall be entitled to vesting as is defined in the Applicable Union Contract.
- (b) Vesting for City of Mt. Morris: Vesting for City of Mt. Morris non-union members shall be eight (8) years of Credited Service. A City of Mt. Morris Member who is also a member of a collective bargaining unit shall be entitled to vesting as is defined in the Applicable Union Contract.
- (c) Vesting for District Library: Vesting for District Library non-union members shall be eight (8) years of Credited Service. A District Library Member who is also a member of a collective bargaining unit shall be entitled to vesting as is defined in the Applicable Union Contract.
- (d) Vesting for Genesee Health Systems: Vesting for Genesee Health Systems non-union members shall be eight (8) years of Credited Service. A Genesee Health Systems Member who is also a member of a collective bargaining unit shall be entitled to vesting as is defined in the Applicable Union Contract.
- (e) Vesting for Road Commission: Vesting for Road Commission non-union members shall be eight (8) years of Credited Service. A Road Commission Member who is also a member of a collective bargaining unit shall be entitled to vesting as is defined in the Applicable Union Contract.
- (f) Vesting for Genesee County: Vesting for Genesee County non-union members shall be eight (8) years of Credited Service. A Genesee County Member who is also a member of a collective bargaining unit shall be entitled to vesting as is defined in the Applicable Union Contract.
- (g) The above stated requirements regarding vesting are separate and distinct from those requirements for vested deferred eligibility or voluntary or normal retirement eligibility which are provided elsewhere in this Ordinance.

Section 24.

[REPEAL AND RESERVE. Note: Text deleted June 15, 1993.]

Section 25.

Retirement Allowance:

- (a) Upon Retirement as provided in this Ordinance, a Member or former Member shall be paid a straight life Retirement Allowance terminating upon death; or the Member or former Member may

elect, prior to the date of his Retirement, to be paid a Retirement Allowance under an optional form of payment provided in Section 27 in lieu of a straight life Retirement Allowance. The amount of a Member's straight life Retirement Allowance, subject to the limitations described below in subsection (e), shall be computed as follows:

- (1) Genesee County non-union Members – 2.4% of the Member's Final Average Compensation multiplied by all years of the Member's Credited Service. The Pension portion of the straight life retirement allowance shall not exceed 75% of the Member's Final Average Compensation and shall not be subject to subsection (b). However, a Genesee County Member who is a member of collective bargaining unit shall have his straight life retirement allowance determined as defined in the Applicable Union Contract.
- (2) Genesee Health Systems non-union Members – 2.4% of the Member's Final Average Compensation multiplied by the Member's Credited Service to a maximum of 25 years, plus 1.0% of the Member's Final Average Compensation multiplied by the portion of the Member's Credited Service, if any, in excess of 25 years. The Pension portion of the straight life Retirement Allowance shall not exceed 65% if the Member was hired before February 9, 1989, or 60% if the Member was hired after February 9, 1989 of the Member's Final Average Compensation and shall not be subject to subsection (b). However, a Genesee Health Systems Member who is a member of collective bargaining unit shall have his straight life retirement allowance determined as defined in the Applicable Union Contract.
- (3) Road Commission non-union Members – 2.4% of the Member's Final Average Compensation multiplied by all years of the Member's Credited Service. The Pension portion of the straight life Retirement Allowance shall not exceed 75% of the Member's Final Average Compensation and shall not be subject to subsection (b). However, a Road Commission Member who is a member of collective bargaining unit shall have his straight life retirement allowance determined as defined in the Applicable Union Contract.
- (4) Water and Waste non-union Members – 2.4% of the Member's Final Average Compensation multiplied by all years of the Member's Credited Service. However, non-union Members hired on or after January 1, 2006 – 2.4% of the Member's Final Average Compensation multiplied by the Member's Credited Service to a maximum of 25 years, plus 1.0% of the Member's Final Average Compensation multiplied by the portion of the Member's Credited Service, if any, in excess of 25 years. However, non-union Members hired on or after January 1, 2012, 2.0% of the Member's Final Average Compensation multiplied by the Member's Credited Service up to a maximum of 25 years, plus 1.0% of the Member's Final Average Compensation multiplied by the portion of the Member's Credited Service, if any, in excess of 25 years.

For all non-union Water and Waste Members, the Pension portion of the straight life Retirement Allowance shall not exceed 85% of the Member's base wage rate multiplied by 2,080 hours and shall be subject to subsection (b). However, a Water and Waste Member who is a member of collective bargaining unit shall have his straight life retirement allowance determined as defined in the Applicable Union Contract.

- (5) Genesee District Library non-union Members – 2.3% of the Member's Final Average Compensation multiplied by the Member's Credited Service to a maximum of 25 years, plus 1.0% of the Member's Final Average Compensation multiplied by the portion of the Member's Credited Service, if any, in excess of 25 years. The Pension portion of the straight life Retirement Allowance shall not exceed 60% of the Member's Final Average Compensation and shall not be subject to subsection (b). However, a Genesee District Library Member who is a member of collective bargaining unit shall have his straight life retirement allowance determined as defined in the Applicable Union Contract.
- (6) City of Mt. Morris non-union Members – 2.5% of the Member's Final Average Compensation multiplied by all years of the Member's Credited Service. The Pension

portion of the straight life Retirement Allowance shall not exceed 75% of the Member's Final Average Compensation and shall not be subject to subsection (b). However, a City of Mt. Morris Member who is a member of collective bargaining unit shall have his straight life retirement allowance determined as defined in the Applicable Union Contract.

- (b) If a Road Commission Member retires prior to his attainment of age 60 years, as provided in Section 22, (b)(3), the Pension portion of his Retirement Allowance provided in Section 25 (a)(3) shall be reduced six-tenths of one percent multiplied by the number of complete months the date of his Retirement precedes the date he would attain age 60 years. Effective July 1, 2006, if a non-union Water and Waste Member retires on or after his attainment of age 55 but prior to his attainment of age 60 years, as provided in Section 22 (b), the Pension portion of his Retirement Allowance provided in Section 25 (a) shall be reduced one half of one percent (.50%) multiplied by the number of complete months his Retirement date precedes the date he would attain age 60 years. Members of a collective bargaining unit are entitled to an early retirement provision as defined in the Applicable Union Contract.
- (c) According to such rules and regulations as the Retirement Commission may from time to time adopt, any Member who retires prior to his attainment of age 65 years may elect to have his straight life Retirement Allowance actuarially equated to provide an increased Retirement Allowance payable to his attainment of age 65 years and a reduced Retirement Allowance payable thereafter. His increased Retirement Allowance payable to his attainment of age 65 shall approximate the sum of his reduced Retirement Allowance to be payable after his attainment of age 65 years and his estimated social security primary insurance amount. This section shall not apply to a Member who elects to receive his Retirement Allowance in an option provided in Section 27.
- (d) If a Retirant dies before he has received in straight life Retirement Allowance payments an aggregate amount equal to his Accumulated Contributions standing to his credit in the Employees' Savings Fund at the time of Retirement the difference between his said Accumulated Contributions and the said aggregate amount of straight life Retirement Allowance payments received by him shall be paid to such Person or Persons as he shall have nominated by written designation duly executed and filed with the Retirement Commission. If there be no such designated Person surviving the Retirant, such difference, if any, shall be paid to his legal representative. In no case shall any benefits be paid under this subsection on account of the death of a Retirant who elected option A, B, or C provided for in Section 27.
- (e) Notwithstanding any other provisions of the Ordinance, no Member shall receive benefits in excess of the amount permitted under Federal Internal Revenue Code Section 415, the provisions of which are incorporated herein by reference. Notwithstanding the foregoing, the Retirement Commission shall administer the Ordinance in compliance with Internal Revenue Code Section 415 as it applies to governmental plans. For purposes of the limitations under Internal Revenue Code Section 415, compensation, as defined in Subsection 2(n), includes all remuneration within the meaning of Internal Revenue Code Section 415(c)(3) as defined in 1.415-2(d)(10) of the Federal Internal Revenue Code Regulations. For limitation years beginning after December 31, 1997, for purposes of applying the limitations of Section 415 of the Internal Revenue Code, Compensation paid or made available during such limitation years shall include any elective deferral (as defined in Section 402(g)(3) of the Internal Revenue Code), and any amount which is contributed or deferred by the Employer at the election of the Employee and which is not includable in the gross income of the Employee by reason of Sections 125 or 457 of the Internal Revenue Code. For limitation years beginning on and after January 1, 2001, for purposes of applying the limitations described herein, Compensation paid or made available during such limitation years shall include elective amounts that are not includable in the gross income of the Employee by reason of Section 132(f)(4) of the Federal Internal Revenue Code.

Section 26.

Deferred Retirement:

In the event a Member who has 8 or more years of Credited Service leaves the employ of an Employer prior to the date he has satisfied the age and/or Service requirements for Retirement provided in Section 22 for any reason except his disability Retirement or death, he shall be retired 30 days from the date he properly files his application for Retirement with the Retirement Commission on or after the date he could have satisfied the age and/or Service requirements for Retirement had he remained in the employ of an Employer. Upon his Retirement he shall receive a Retirement Allowance computed according to Section 25, as the section was in effect at the time he left Employer employment. If he withdraws all or any part of his Accumulated Contributions from the Employees' Savings Fund he shall thereupon forfeit his right to a deferred Retirement Allowance provided in this section. In no case shall he receive Service credit for the period of his absence from Employer employment except as is otherwise specifically provided in this Ordinance. Until his Retirement, his Accumulated Contributions standing to his credit in the Employees' Savings Fund shall be credited with Regular Interest.

The previous provisions of this section notwithstanding, Genesee Health Systems non-union Members, may elect deferred Retirement on or after fifteen (15) years of Credited Service for a Retirement Allowance commencing when twenty-five (25) years of Credited Service would have been completed had the Member remained in the employ of the Employer.

Genesee County non-union Members may elect deferred Retirement on or after fifteen (15) years of Credited Service for a Retirement Allowance commencing when twenty-three (23) years of Credited Service would have been completed had the Member remained in the employ of the Employer.

Water and Waste non-union Members may elect deferred Retirement on or after ten (10) years of Credited Service and will only be eligible to commence receipt of deferred retirement benefits on or after the attainment of age 60. However the deferred benefit eligibility of a Member of any said Employers who is a member of a collective bargaining unit shall be as is defined in the Applicable Union Contract.

Section 27.

Retirement Allowance Options:

- (a) Prior to his Retirement, but not thereafter, a Member may elect to receive his Retirement Allowance as a straight life Retirement Allowance payable throughout his life, or he may elect to receive the actuarial equivalent, computed as of the effective date of his Retirement, of his straight life Retirement Allowance in a reduced Retirement Allowance payable, subject to subsection (b) of this section, throughout his life, and nominate a Beneficiary, in accordance with the provisions of option A, B, or C set forth below. If a Member does not have an option election in force at the time of his Retirement, his Retirement Allowance shall be paid as a straight life Retirement Allowance. In all cases, a Member is required to receive his Retirement Allowance in accordance with the rules provided in Subsection (f).
 - (1) Option A - 100% Survivor Allowance: Under Option A, a Retirant shall receive a reduced Retirement Allowance payable throughout his life and upon his death his reduced Retirement Allowance shall be continued throughout the life of and paid to such Person, having an insurable interest in his life, as he shall have nominated by written designation duly executed and filed with the Retirement Commission prior to his Retirement.
 - (2) Option B - 50% Survivor Allowance: Under Option B, a Retirant shall receive a reduced Retirement Allowance payable throughout his life and upon his death one-half of his reduced Retirement Allowance shall be continued throughout the life of and be paid to

such Person, having an insurable interest in his life, as he shall have nominated by written designation duly executed and filed with the Retirement Commission prior to his Retirement.

- (3) Option C - Allowance for N Months Certain and Life Thereafter: Under Option C, a Retirant shall receive a reduced Retirement Allowance payable throughout his life with the provision that if he dies before he has received N monthly Retirement Allowance payments the payments shall be continued for the remainder of the period of N months to such Person or Persons in equal shares as the Retirant shall have nominated by written designation duly executed and filed with the Retirement Commission. If there be no such designated Person surviving the Retirant, such remaining monthly Retirement Allowance payment shall be continued and paid to the estate of the survivor of the Retirant and his last surviving Beneficiary. The Member may select either 60, 120, 180, or 240 as the value of N, such selection to be made at the time he elects Option C.
- (b) If any Pension or other benefit becomes payable under the provisions of Section 34 on account of the death of a Retirant who elected to receive his Retirement Allowance under the provisions of either Option A, Option B, or Option C, no Retirement Allowance shall be paid his designated Beneficiary under the provision of said Option A, B, and C, as the case may be. If the said Retirant dies before he received a Retirement Allowance payment, an aggregate amount equal to his Accumulated Contributions standing to his credit in the Employees' Savings Fund at the time of his Retirement, and if no refund of Accumulated Contributions is paid in accordance with the provisions of Section 34, the difference between his said Accumulated Contributions and the said aggregate amount of Retirement Allowance payments received by him, shall be paid from the Retirement Reserve Fund to his said designated Beneficiary, if living, otherwise to his legal representative.
- (c) In the event that a Retirant who named a spouse as Beneficiary in accordance with the provisions of Option A or B, as set forth in this section, shall subsequently become divorced from the named Beneficiary, the Retirant may then elect the straight life Retirement Allowance upon written request to the Retirement Commission provided such request complies with MCL 46.12a(31) and is consistent with the terms of the divorce decree. It is the Retirant's responsibility to provide all pertinent documentation.
- (d) When a non-union Member of Genesee County, Genesee Health Systems, Road Commission, and City of Mt. Morris selects a Beneficiary Option A or B, or a non-union Member of Water and Waste selects a Beneficiary Option A at the time of retirement and the Beneficiary subsequently dies after the Member retired, the Retirement selection shall automatically revert to a straight life Retirement Allowance. However, a Member who is a member of a collective bargaining unit shall be subject to such provisions in the Applicable Union Contract.
- (e) Effective as of July 11, 1989, when a General County Member, who is a judge, selects a Beneficiary option (Option A or B) at the time of Retirement and the Beneficiary subsequently dies after the Member retires, the Retirement selection shall automatically revert to straight life Retirement Allowance.
- (f) Notwithstanding any other provision of the Ordinance, the commencement and form of benefit payments to a Member or his Beneficiary shall be subject to the following distribution rules, and otherwise shall comply with Internal Revenue Code Section 401 (a)(9) and regulations thereunder, including the minimum distribution incidental benefit requirement of proposed Treasury Regulation Section 1.401(a)(9)-2, the provisions of which are incorporated herein by reference:
- (1) In no event shall payment of benefits to a Member prior to his death commence later than April 1st of the calendar year following the later of (a) the calendar year in which the Member attains age 70 1/2, or (b) the calendar year in which he retires. Such payments shall be made in accordance with regulations prescribed by the Secretary of the Treasury in either the form of a lifetime annuity for the life of such Member or for the joint lives of such Member and his Beneficiary, or in the form of periodic payments for a period which

does not exceed the life expectancy of the Member or the life expectancy of the Member and his Beneficiary.

- (2) If the Member dies after distribution of his or her interest has begun, the remaining portion, if any, of such interest will continue to be distributed at least as rapidly as under the method of distribution being used prior to the Member's death.
- (3) If the Member dies before distribution of his benefit has commenced, the Member's entire interest will be distributed no later than 5 years after the Member's death except to the extent that an election is made to receive distributions in accordance with (A) or (B):
 - (A) If any portion of the Member's interest is payable to a Beneficiary, distributions may be made in substantially equal installments over the life or life expectancy of the Beneficiary commencing no later than 1 year after the Member's death;
 - (B) If the Beneficiary is the Member's surviving spouse, the date distributions are required to begin in accordance with (1) above shall not be earlier than the date on which the Member would have attained age 70-1/2, and, if the spouse dies before payments begin, subsequent distributions shall be made as if the spouse had been the Member.
- (4) Distributions from the retirement system will comply with the requirements of Internal Revenue code section 401(a)(9) and the regulations thereunder, including requirements regarding the beginning date for distributions and the period over which a member's interest in the retirement system will be distributed.

A member's interest in the trust must begin to be distributed by the later of (i) April 1 of the calendar year following the calendar year that the member attains the age of 70 ½, or (ii) April 1 of the calendar year the member retires. With respect to distributions under the Plan made for calendar years beginning on or after January 1, 2001, the Plan will apply the minimum distribution requirements of IRC § 401(a)(9) in accordance with the regulations under IRC § 401(a)(9) that were proposed in January 2001, notwithstanding any provision in the Plan to the contrary. This amendment shall continue in effect until the end of the last calendar year beginning before the effective date of final regulations under IRC § 401(a)(9) or such other date as may be specified in guidance published by the Internal Revenue Service.

- (1) Effective date. The provisions of this section will apply for purposes of determining required minimum distributions for calendar years beginning with the 2003 calendar year.
- (2) Precedence. The requirements of this section will take precedence over any inconsistent provisions of the Plan.
- (3) Requirements of Treasury Regulations Incorporated. All distributions required under this section shall be determined and made in accordance with the Treasury regulations under section 401(1)(9) of the Internal Revenue Code.
- (4) TEFRA Section 242(b)(2) Elections. Notwithstanding the other provisions of this section, other than paragraph (c), distributions may be made under a designation made on or before January 1, 1984 in accordance with section 242(b)(2) of the Tax Equity and Fiscal Responsibility Act (TEFRA) and the provisions of the Plan that relate to section 242(b)(2) of TEFRA.

TIME AND MANNER OF DISTRIBUTION

- (5) Required Beginning Date. The member's entire interest will be distributed, or

begin to be distributed, to the member no later than the member's required beginning date.

- (6) Death of Member Before Distributions Begin. If the member dies before distributions begin, the member's entire interest will be distributed, or begin to be distributed, no later than as follows:
- (i) If the member's surviving spouse is the member's sole designated beneficiary, then, except as provided in the Plan, distributions to the surviving spouse will begin by December 31 of the calendar year immediately following the calendar year in which the member died, or by December 31 of the calendar year in which the member would have attained age 70 $\frac{1}{2}$, if later.
 - (ii) If the member's surviving spouse is not the member's sole designated beneficiary, then, except as provided in the Plan, distributions to the designated beneficiary will begin by December 31 of the calendar year immediately following the calendar year in which the member died.
 - (iii) If there is no designated beneficiary as of September 30 of the year following the year of the member's death, the member's entire interest will be distributed by December 31 of the calendar year containing the fifth anniversary of the member's death.
 - (iv) If the member's surviving spouse is the member's sole designated beneficiary and the surviving spouse dies after the member but before distributions to the surviving spouse to the surviving spouse begin, this paragraph (6) will apply, other than paragraph (6)(i), as if the surviving spouse were the member.

For purposes of paragraph (6) and paragraphs (11), (12) and (13), distributions are considered to begin on the member's required beginning date (or, if paragraph (6)(iv) applies, the date distributions are required to begin to the surviving spouse under paragraph (6)(i)). If annuity payments irrevocably commence to the member before the member's required beginning date (or to the member's surviving spouse before the date distributions are required to begin to the surviving spouse under paragraph (6)(i)), the date distributions are considered to begin is the date distributions actually commence.

- (7) Form of Distribution: Unless the member's interest is distributed in the form of an annuity purchased from an insurance company or in a single sum on or before the required beginning date, as of the first distribution calendar year, distributions will be made in accordance with paragraphs (8) through (13) of this section. If the member's interest is distributed in the form of an annuity purchased from an insurance company, distributions thereunder will be made in accordance with the requirements of section 401(a)(9) of the IRC and the Treasury regulations. Any part of the member's interest which is in the form of an individual account described in section 414(k) of the IRC will be distributed in a manner satisfying the requirements of section 401(a)(9) of the IRC and the Treasury regulations that apply to individual accounts.

DETERMINATION OF AMOUNT TO BE DISTRIBUTED EACH YEAR.

- (8) General Annuity Requirements. If the member's interest is paid in the form of annuity distributions under the Plan, payments under the annuity will satisfy the following requirements:
- (i) The annuity distributions will be paid in periodic payments made at intervals not longer than one year.

- (ii) The distribution period will be over a life (or lives) or over a period certain not longer than the period described in paragraphs (11) through (13).
- (iii) Once payments have begun over a period certain, the period certain will not be changed even if the period certain is shorter than the maximum permitted.

- (9) Amount Required to Be Distributed by Required Beginning Date. The amount that must be distributed on or before the member's required beginning date or, if the member dies before distributions begin, the date distributions are required to begin under paragraphs (6)(i) or (ii) is the payments that is required for one payment interval. The second payment need not be made until the end of the next payment interval even if that payment interval ends in the next calendar year. Payment intervals are the periods for which payments are received, e.g., bi-monthly, monthly, semi-annually, or annually.

All of the member's benefit accruals as of the last day of the first distribution calendar year will be included in the calculation of the amount of the annuity payments for payment intervals ending on or after the member's required beginning date.

- (10) Additional Accruals after First Distribution Calendar Year. Any additional benefits accruing to the member in a calendar year after the first distribution calendar year will be distributed beginning with the first payment interval ending in the calendar year immediately following the calendar year in which such amount accrues.

REQUIREMENTS FOR MINIMUM DISTRIBUTIONS WHERE MEMBER DIES BEFORE DATE DISTRIBUTIONS BEGIN.

- (11) Member Survived by Designated Beneficiary. Except as provided in the adoption agreement, if the member dies before the date distribution of his or her interest begins and there is a designated beneficiary, the member's entire interest will be distributed, beginning no later than the time described in paragraphs (6)(i) or (ii), over the life of the designated beneficiary or over a period certain not exceeding:
- (i) unless the annuity starting date is before the first distribution calendar year, the life expectancy of the designated beneficiary determined using the beneficiary's age as of the beneficiary's birthday in the calendar year immediately following the calendar year of the member's death ; or
 - (ii) if the annuity starting date is before the first distribution calendar year, the life expectancy of the designated beneficiary determined using the beneficiary's age as of the beneficiary's birthday in the calendar year that contains the annuity starting date.
- (12) No Designated Beneficiary. If the member dies before the date distributions begin and there is no designated beneficiary as of September 30 of the year following the year of the member's death, distribution of the member's entire interest will be completed by December 31 of the calendar year containing the fifth anniversary of the member's death.
- (13) Death of Surviving Spouse Before Distributions to Surviving Spouse Begin. If the member dies before the date distribution of his or her interest begins, and the member's surviving spouse is the member's sole designated beneficiary, and the surviving spouse dies before distributions to the surviving spouse begin, this section will apply as if the surviving spouse were the member, except that the time by which distributions must begin will be determined without regard to paragraph (6)(i).

DEFINITIONS.

- (14) Designated Beneficiary. The individual who is designated as the beneficiary under the Plan and is the designated beneficiary under section 401(a)(9) of the code and section 1.401(a)(9)-1, Q&A-4, of the Treasury regulations.
- (15) Distribution Calendar Year. A calendar year for which minimum distribution is required. For distributions beginning before the member's death, the first distribution calendar year is the calendar year immediately preceding the calendar year, which contains the member's required beginning date. For distributions beginning after the member's death, the first distribution calendar year is the calendar year in which distributions are required to begin pursuant to paragraph (6).
- (16) Life Expectancy. Life expectancy as computed by use of the single life table in section 1.401(a)(9)-9 of the Treasury regulations.
- (17) Required Beginning Date. The date specified in this section.

Section 28.

Disability Retirement:

A Member, with 10 or more years of Credited Service, whom the Retirement Commission finds to be totally and permanently incapacitated for duty from any cause in the employ of his last Employer may be retired by the Commission upon application properly filed with the Commission by the Member or his department head: Provided, that after a medical examination of the Member, made by or under the direction of the medical director, the medical director certifies to the Retirement Commission (1) that the Member is mentally or physically totally incapacitated for duty in the employ of his last Employer, (2) that such incapacity will probably be permanent, and (3) that the Member should be retired. Upon this Retirement he shall receive a Retirement Allowance provided in Section 30. In addition to the above requirements, the Member must apply for Social Security disability benefits and properly notify the Retirement Commission concerning the results of said application. If retroactive Social Security disability benefits are made to the Member, then the Member shall pay back all overpaid Pension benefits, as determined by actuarial review. Effective July 1, 2006, a non-union Member of Water and Waste must have fifteen (15) or more years of Credited Service for benefits under the provisions of this Section. Water and Waste Members who are members of a collective bargaining unit shall have Credited Service as defined in the Applicable Union Contract for purposes of this section.

Section 29.

Duty Disability Retirement:

A Member whom the Retirement Commission finds to be totally and permanently incapacitated for duty in the employ of his last Employer, as the natural and proximate result of a personal injury or disease arising out of and in the course of his actual performance of duty in the employ of an Employer, may be retired by the Retirement Commission upon application properly filed with the Commission by the Member or his department head: Provided, that after a medical examination of the Member, by or under the direction of the medical director, the medical director certifies to the Retirement Commission (1) that the Member is mentally or physically totally incapacitated for duty in the employ of his last Employer, (2) that such incapacity will probably be permanent, and (3) that the Member is in receipt of worker's disability compensation on account of such total and permanent incapacity. Upon his Retirement he shall receive a Retirement Allowance provided in Section 30.

Section 30.

Disability Retirement Allowance:

Upon his Retirement on account of disability, as provided in this Ordinance, a Member shall receive a disability Retirement Allowance computed according to Section 25, exclusive of subsections (b) and (c). If he retires before he has satisfied the age and Service requirements for Retirement provided in Section 22, and the Retirement Commission finds (1) that his disability is the natural and proximate result of causes arising out of and in the course of his employment by an Employer, and (2) that he is granted worker's compensation on account of such disability, the Credited Service used in computing his disability Retirement Allowance shall be the sum of (1) his Credited Service in force at the time of his Retirement and (2) the number of years and fraction of a year, in the period from the date of his disability Retirement to the date he could have satisfied the age and Credited Service requirements for Retirement Allowance subject to Sections 31, 32, 33, and 48. Prior to the date of his Retirement he may elect to receive his disability Retirement Allowance under an option provided in Section 27 in lieu of a straight life Retirement Allowance.

Section 31.

Maximum Disability Retirement Allowance:

In no case shall the amount of a disability Retirement Allowance payable prior to age 65 years under the provisions of Section 30 exceed the difference between a percent of the disability Retirant's Final Average Compensation and the total of the following amounts:

- (a) Worker's disability compensation, if any, on account of such disability, converted to an annual basis in accordance with such procedure as the Retirement Commission shall from time to time determine; plus
- (b) Remuneration, if any, received for personal services rendered in any gainful occupation; plus
- (c) Benefits, if any, from any program of salary continuance, sickness and accident insurance, disability insurance or similar coverage, financed in whole or in part by an Employer; plus
- (d) Benefits, if any, from the federal social security old-age, survivors, disability, and health insurance program on account of his disability.
- (e) Amounts of worker's disability compensation, sickness and accident insurance, disability insurance, and/or federal Social Security disability benefits shall be those that are effective as of the date the Retirement System benefits commence. Any previously mentioned income that starts after the Member's Retirement date will also be considered.
- (f) Across-the-board cost-of-living increases, such as Social Security adjustments, occurring after date of Retirement will not be considered.
- (g) Changes because of an increase or decrease in number of dependents will be considered.
- (h) Lump sum redemption of worker's disability compensation claim (exclusive of amounts allocated for medical expenses) will be considered in the calculation of Pension benefits.

Any change in the duration or termination of the aforementioned benefits will necessitate a recalculation of Pension benefits. Any change in the amount of the aforementioned benefits, other than cost-of-living increases, will necessitate a recalculation of Pension benefits.

Such percent shall be 90 percent increased by 2.5 percent for each full year elapsed since his disability Retirement.

Section 32.

Reexamination of Disability Retirants:

At least once a year during the first 5 years following the Retirement of a Member with a disability Retirement Allowance, and at least once in each 3 year period thereafter, the Retirement Commission may require any disability Retirant who has not attained age 60 years to undergo a medical examination to be made by or under the direction of the medical director or a physician designated by the medical director, to determine if disability as required for Retirement under Section 30 still exists. If a disability Retirant refuses to submit to such medical examination in any such period his disability Retirement Allowance may be suspended by the Commission until his withdrawal of such refusal. If such refusal continues for one year his rights in and to a disability Retirement Allowance may be revoked by the Commission. If upon such medical examination of a disability Retirant, the medical director certifies to the Commission that disability as required for Retirement under Section 30 no longer exists, and his report is concurred in by the Commission, the disability Retirement Allowance shall be terminated.

Section 33.

Return to Service of Disability Retirants:

- (a) If a disability Retirant returns to the employ of the Employer from which he retired, within four years from and after the date his disability Retirement Allowance was terminated as provided in Section 32, he shall again become a Member of the Retirement System. His Credited Service used in computing the amount of his disability Retirement Allowance in accordance with Section 30 shall be restored to his credit upon the return by him of all amounts he may have previously withdrawn from and not returned to the Employees' Savings Fund, together with interest compounded annually thereon from the date of withdrawal to the date of repayment.
- (b) If a former disability Retirant does not return to the employ of the Employer from which he retired, as provided in subsection (a) of this section, he shall be entitled to a deferred Retirement Allowance provided in Section 26.

Section 34.

Death in Line of Duty:

In the event (i) a Member dies as a result of a personal injury or disease arising out of and in the course of his employment by an Employer, or (ii) a disability Retirant dies prior to attaining age 60 years and within a period of three years following his disability Retirement as a result of the same injury or disease for which he retired, and in either case his death, injury, or disease resulting in death, be found by the Retirement Commission to have occurred as the natural and proximate result of causes arising out of and in the course of his actual performance of duty in the Service of an Employer, the applicable benefits provided in paragraphs (a), (b), (c), and (d) shall be paid subject to the condition that worker's compensation is paid on account of the death of the Member or Retirant and subject to paragraph (e).

- (a) Accumulated Contributions. In the case of a deceased Member, his Accumulated Contributions standing to his credit in the Employees' Savings Fund at the time of his death shall be paid in accordance with Section 37.
- (b) Widow's Benefit. The Member's widow or widower, if not remarried, shall receive a widow's or widower's Pension equal to the widow's or widower's weekly worker's compensation converted to an annual basis. Such Pension shall begin upon termination of the widow's or widower's Worker's

Compensation Period and shall terminate upon his or her remarriage or death, whichever occurs first.

- (c) Children's Benefits. The Member's unmarried child or children under age eighteen years shall each receive a child's Pension equal to the child's weekly worker's compensation converted to an annual basis. Such child's Pension shall begin upon termination of the child's Worker's Compensation Period and shall terminate upon his or her attainment of age eighteen years, or marriage, or death, whichever occurs first. Should the widow's or widower's Pension terminate as provided in paragraph (b) and should an unmarried child or children, under age eighteen years, of the deceased Member or Retirant survive the widow, each of such child's Pension shall be increased by an equal share of the widow's pension.
- (d) Dependent Parent's Benefit. The Member's parent or parents shall each receive a parent's Pension equal to the parent's weekly worker's compensation converted to an annual basis. Such parent's Pension shall begin upon termination of the parent's Worker's Compensation Period and shall terminate upon his or her remarriage or death, whichever occurs first.
- (e) In no case shall the sum of the annual Pension provided in paragraphs (b), (c), and (d) exceed the percentage stated in Section 25 of the deceased Member's Final Average Compensation multiplied by his Credited Service not to exceed 25 years.

Section 35.

Ordinary Death Benefits - Elective Beneficiary:

- (a) Any Member who continues in the employ of an Employer on or after the date he either (1) has acquired 15 or more years of Credited Service, or (2) has acquired 10 or more years of Credited Service and has attained age 60 years, may at any time prior to his Retirement elect Option A provided in Section 27 and nominate a Beneficiary. Prior to his Retirement a Member may revoke his said election of Option A and nomination of Beneficiary and he may again, prior to his Retirement, elect the said Option A and nominate a Beneficiary as provided in this section. Upon the pre-retirement death of a Member who has an Option A election in force, his Beneficiary, if living, shall immediately receive a Retirement Allowance computed according to Section 25, exclusive of subsection (b), in the same manner in all respects as if the Member had retired under Option A the day preceding the date of his death, notwithstanding that he might not have attained age 60 years. If a Member has elected Option A, his said election of Option A and nomination of Beneficiary shall thereafter continue in force unless subsequent to that election and prior to his Retirement, he elects to take his Retirement Allowance as a straight life Retirement Allowance or under Option B or Option C provided in Section 27.
- (b) For a Member who has not satisfied the Service credit requirements of subsection (a) and accordingly does not have an Option A nominated Beneficiary prior to pre-retirement death, but was eligible to purchase prior governmental service credit pursuant to Section 18, and had not done so prior to death, the Reciprocal Retirement Act may be utilized to recognize such service credit. Such recognized service credit shall be used to satisfy the Service credit requirements of subsection (a) only and shall not be utilized in the calculation of the Retirement benefit. In this instance only, the Option A benefit otherwise provided in subsection (a), shall be paid to such Person as the Member nominated for a refund of their Accumulated Contribution as provided in Section 37. No benefit shall be paid under this subsection on account of the death of a Member if any benefits are paid under Section 36 on account of his death.
- (c) No benefits shall be paid under this section on account of the death of a Member if any benefits are paid under Section 34 on account of his death.
- (d) Death Benefits

In the case of a death occurring on or after January 1, 2007, if a Member dies while performing

qualified military service (as defined in Internal Revenue Code § 414(u)), the survivors of the Member are entitled to any additional benefits (other than benefit accruals relating to the period of qualified military service) provided under the Plan as if the Member has resumed and then terminated employment on account of a non-duty related death. For these purposes, the Member shall be entitled to service credit under the Plan for the period of qualifying military service.

Section 36

Ordinary Death Benefits - Widow or Widower Beneficiary Automatic:

Any Member who continues in the employ of an Employer on or after the date he either (1) has acquired 15 years of Credited Service, or (2) has acquired 10 or more years of Credited Service and he has attained age 60 years, and does not have an Option A election in force as provided in Section 35, and (1) dies while in the employ of an Employer and (2) leaves a widow, or in the case of a female Member leaves a widower, the widow or widower shall immediately receive a Retirement Allowance computed according to Section 25, exclusive of subsection (b), in the same manner in all respects as if the Member had (1), retired the day preceding the date of his death, notwithstanding that he might not have attained age 60 years, (2) elected Option A provided in Section 27 and (3) nominated his said widow or widower as Beneficiary. For a Member who has not satisfied the Service credit requirements of this section prior to the pre-retirement death, but was eligible to purchase prior governmental service credit pursuant to Section 18, and had not done so prior to death, the Reciprocal Retirement Act may be utilized to recognize such service credit. Such recognized service credit shall be used to satisfy the Service credit requirements of this section only and shall not be utilized in the calculation of the Retirement benefit. No benefits shall be paid under this paragraph on account of the death of a Member if any benefits are paid under Section 34 on account of his death.

Section 37.

Refund of Member's Accumulated Contributions:

- (a) Except as otherwise provided in this Ordinance, should any Member cease to be employed by an Employer, for any reason except his Retirement or death, before he has satisfied the age and Credited Service requirements for Retirement provided in Section 22 or 23, he shall be paid his Accumulated Contributions standing to his credit in the Employees' Savings Fund upon his request in writing properly filed with the Retirement Commission.
- (b) Should a Member die and no Retirement Allowance becomes or will become payable by the Retirement System on account of his death his Accumulated Contributions standing to his credit in the Employees' Savings Fund at the time of his death shall be paid to such Person or Persons as he shall have nominated by written designation duly executed and filed with the Commission. If there be no such designated Person surviving the Member his said Accumulated Contributions shall be paid to his legal representative.
- (c) Should a Member die, without heirs and without a designated Beneficiary surviving him, his Accumulated Contributions standing to his credit in the Employees' Savings Fund at the time of his death may be used to pay his burial expenses, not to exceed a reasonable sum to be determined by the Commission, provided that he leaves no other estate sufficient for such purpose.
- (d) Payment of Accumulated Contributions, as provided in this section may be made in installments according to such rules as the Commission may from time to time adopt.
- (e) (1) This subsection applies to distributions made on or after January 1, 1993. Notwithstanding any provision of the Ordinance to the contrary that otherwise would limit a Distributee's election under the Ordinance, a Distributee may elect, at the time and in the manner prescribed by the Commission, to have any portion of an Eligible Rollover

Distribution paid directly to an Eligible Retirement Plan specified by the Distributee in a Direct Rollover.

(A) Definitions.

- (I) Eligible Rollover Distribution: An "Eligible Rollover Distribution" is any distribution of all or any portion of the balance to the credit of the Distributee, except that an Eligible Rollover Distribution does not include: Any distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or life expectancy) of the Distributee or the joint lives (or joint life expectancies) of the Distributee and the Distributee's designated Beneficiary, or for a specified period of ten years or more; any distribution to the extent such distribution is required under Internal Revenue Code Section 401 (a)(9); and the portion of any distribution that is not includible in gross income.
- (II) Eligible Retirement Plan: an "Eligible Retirement Plan" is an individual retirement account described in Internal Revenue Code Section 408 (a), an individual retirement annuity described in Internal Revenue Code Section 408 (b), an annuity plan described in Internal Revenue Code Section 403 (a), or a qualified trust described in Internal Revenue Code Section 401 (a), that accepts the Distributee's Eligible Rollover Distribution.

However, in the case of an Eligible Rollover Distribution to the surviving spouse, an Eligible Retirement Plan is an individual retirement account or individual retirement annuity.

- (III) Distributee: A "Distributee" includes an Employee or former Employee. In addition, the Employee's or former Employee's surviving spouse and the Employee's or former Employee's spouse or former spouse who is the alternate payee under the eligible domestic relations order act, Act No. 46 of the Public Acts of 1991, are Distributees with regard to the interest of the spouse or former spouse.
- (IV) Direct Rollover: A "Direct Rollover" is a payment by the Retirement System to the Eligible Retirement Plan specified by the Distributee.

(B) If a distribution is one to which sections 401(a)(11) and 417 of the Internal Revenue Code do not apply, such distribution may commence less than 30 days after the notice required under section 1.411(a)-11(c) of the Income Tax Regulations is given, provided that:

- (I) The Retirement Commission clearly informs the Member that the Member has a right to a period of at least 30 days after receiving the notice to consider the decision of whether or not to elect a distribution (and, if applicable, a particular distribution option), and
- (II) The Member, after receiving the notice, affirmatively elects a distribution.

(2) This subsection shall apply to distributions made after December 31, 2001.

- (A) For purposes of the Direct Rollover Provisions in this section, an Eligible Retirement Plan shall also mean an annuity contract described in section 403(b) of the Internal Revenue Code and an eligible plan under section 457(b) of the Internal Revenue Code which is maintained by a state or political subdivision of a state, or an agency or instrumentality of a state or political subdivision of a state

and which agrees to account separately for amounts transferred into such plan from this Retirement System. The definition of Eligible Retirement Plan shall also apply in the case of a distribution to a surviving spouse, or to a spouse or former spouse who is the alternate payee under a qualified domestic relations order, as defined in section 414(p) of the Internal Revenue Code, or an eligible domestic relations order under the eligible domestic relations order act.

- (B) For purposes of the Direct Rollover provisions in this section, a portion of a distribution shall not fail to be an Eligible Rollover Distribution merely because the portion consists of after-tax Employee contributions which are not includible in gross income. However, such portion may be paid only to an individual retirement account or annuity described in section 408(a) or (b) of the Internal Revenue Code, or to a qualified defined contribution plan described in section 401(a) or 403(a) of the Internal Revenue Code that agrees to account separately for amounts so transferred, including separately accounting for the portion of such distribution which is includible in gross income and the portion of such distribution which is not so includible.

Section 38.

Employees' Savings Fund:

- (a) The Employees' Savings Fund shall be the fund in which shall be accumulated, at Regular Interest, the contributions deducted from the Compensations of Members; and from which shall be made refunds and transfers of Accumulated Contributions as provided in this Ordinance.
- (b) Contributions:
- (1) Genesee County – a non-union member shall contribute 9.0% of the Member's annual Compensation. However, a member, who is a member of a collective bargaining unit shall contribute the percentage of the Member's annual Compensation as defined in the Applicable Union Contract.
 - (2) Genesee Health Systems - – a non-union Member shall contribute 5.0% of the Member's annual Compensation. However, a Member who is a member of a collective bargaining unit shall contribute the percentage of the Member's annual Compensation as is defined in the Applicable Union Contract.
 - (3) Road Commission – a non-union Member shall contribute 6.0% of the Member's annual Compensation. However, a Member who is a member of a collective bargaining unit shall contribute the percentage of the Member's annual Compensation as is defined in the Applicable Union Contract.
 - (4) Water and Waste – a non-union Member shall contribute 7.0% of the Member's annual Compensation. However, a Member who is a member of a collective bargaining unit shall contribute the percentage of the Member's annual Compensation as is defined in the Applicable Union Contract.
 - (5) Genesee District Library – a non-union Member shall contribute 1.5% of the Member's annual Compensation. However, a non-union Member hired on or after January 1, 1998, shall contribute 2.0% of the Member's annual Compensation. However, Genesee District Library non-union Directors hired on or after June 1, 2004 shall contribute 5.0% of the Member's annual Compensation. However, a Member who is a member of a collective bargaining unit shall contribute the percentage of the Member's annual Compensation as is defined in the Applicable Union Contract.
 - (6) City of Mt. Morris – a non-union Member shall contribute 5.0% of the Member's annual

Compensation. However, a Member who is a member of a collective bargaining unit shall contribute the percentage of the Member's annual Compensation as is defined in the Applicable Union Contract.

- (7) As an alternative to that percentage of annual Compensation required to be contributed by a Member as set out above, the Employer of any Member in any of the above classifications may, for any of its Employees, designate to the Retirement Commission a lesser percentage of annual Compensation required to be contributed by the Member and the Employer shall contribute to the Retirement System the difference between the applicable above-specified contribution percentage and the Employer-designated Member's lesser contribution percentage. However, a Member, who is a member of a collective bargaining unit, shall contribute the percentage of the Member's annual Compensation as is defined in the Applicable Union Contract.
- (c) The officer or officers responsible for preparing the payroll of an Employer shall cause the contribution provided in subsection (b) of this section to be deducted from the Compensation of each Member on each and every payroll, for each and every payroll period, so long as he continues to be a Member. When deducted the said contributions shall be paid to the Retirement System and shall be credited to the individual Employees' Savings Fund account of the Member from whose Compensation said deduction was made. Every Member shall be deemed to consent and agree to the deductions made and provided for herein and payment of his Compensation less said deduction shall be a full and complete discharge and acquittance of all claims and demands whatsoever for the Services rendered by the Member during the period covered by such payment, except as to benefits provided by the Retirement System. The Member's contributions shall be made notwithstanding that the minimum Compensation provided by law for any Member shall be thereby changed.
- (d) In addition to the contributions deducted from the Compensation of a Member, as hereinbefore provided, he shall deposit in the Employees' Savings Fund, by a single contribution or by an increased rate of contribution as approved by the Retirement Commission, the amount, if any, he withdrew from the fund, together with interest compounded annually thereon from the date of withdrawal to the date of repayment. In no case shall any Member be given credit for Service rendered prior to the date he withdrew his Accumulated Contributions until he returns to the Employees' Savings Fund all amounts due the fund by him.

Upon Retirement of a Member his Accumulated Contributions shall be transferred from the Employees' Savings Fund to the Retirement Reserve Fund. At the expiration of a period of one year and eleven months from the date an Employee ceases to be a Member, for any reason other than his or her Retirement, any outstanding balance to the individual's credit in the Employees' Savings Fund unclaimed by the individual or the individual's legal representative shall be transferred to the Retirement Reserve Fund, provided that no Retirement Allowance is payable or will be payable by the Retirement System on account of the individual's membership in the Retirement System. In the event a former Member requests credit, in accordance with the Reciprocal Retirement Act or other applicable law, for Accumulated Contributions previously transferred to the Retirement Reserve Fund, the Retirement Commission shall transfer the appropriate amount back from the Retirement Reserve Fund to the Employees' Savings Fund.

(e) Employer Pick-up Arrangement.

- (1) This section is enacted pursuant to section 414(h) of the Internal Revenue code and shall be applicable only to members of those collective bargaining units who have negotiated with the County for the inclusion of this section in its applicable current collective bargaining agreement
- (2) An Employer Pick-up Arrangement is established whereby a percentage of employee contributions to the Retirement System shall be paid by the County in lieu of contributions by the employees.
- (3) The terms and conditions of the Employer Pick-up Arrangement shall be in accordance

with the provisions of 414(h)(2) of the Internal Revenue Code, related Treasury Regulations, and other applicable law.

- (4) Upon implementation, solely for the purpose of compliance with Section 414(h) of the Internal Revenue Code, the County shall pick-up a percentage of member contributions required by the Retirement System for all salary earned by the member after implementation.
 - (5) The provisions of this section are mandatory, and the member shall have no option concerning the pick-up or to receive the contributed amount directly instead of having it paid by the County to the Retirement System.
 - (6) In no event may implementation occur other than at the beginning of a pay period.
 - (7) Member contributions picked-up under the provisions of this section shall be treated as County contributions for purposes of determining the income tax obligations under the Internal Revenue Code; however, such pick-up member contributions shall be included in the determination of the member's gross annual salary for all other purposes under federal and state laws.
 - (8) Member's contributions picked-up under this section shall continue to be designated member contributions for all purposes of the Retirement System and shall be considered part of the member's salary for purposes of determining the amount of the member's contribution.
- (f) Employer Pick-up Arrangement – Water and Waste Non-Union Members, Genesee District Library Non-Union Members and Genesee County non-union Members.
- (1) This section is enacted pursuant to section 414(h) of the Internal Revenue code and shall be applicable only to Water and Waste non-union Members, Genesee District Library non-union Members, and Genesee County non-union Members.
 - (2) An Employer Pick-up Arrangement is established whereby a percentage of employee contributions to the Retirement System shall be paid by the Employer in lieu of contributions by the Employees.
 - (3) The terms and conditions of the Employer Pick-up Arrangement shall be in accordance with the provisions of 414(h)(2) of the Internal Revenue Code, related Treasury Regulations, and other applicable law.
 - (4) Upon implementation, solely for the purpose of compliance with Section 414(h) of the Internal Revenue Code, the Employer shall pick-up a percentage of Member contributions required by the Retirement System for all salary earned by the Member after implementation.
 - (5) The provisions of this section are mandatory, and the Member shall have no option concerning the pick-up or to receive the contributed amount directly instead of having it paid by the Employer to the Retirement System.
 - (6) In no event may implementation occur other than at the beginning of a pay period.
 - (7) Member contributions picked-up under the provisions of this section shall be treated as Employer contributions for purposes of determining the income tax obligations under the Internal Revenue Code; however, such pick-up Member contributions shall be included in the determination of the Member's gross annual salary for all other purposes under federal and state laws.
 - (8) Member's contributions picked-up under this section shall continue to be designated Member contributions for all purposes of the Retirement System and shall be considered

part of the Member's salary for purposes of determining the amount of the Member's contribution.

- (g) Upon implementation of the Employer Pick-Up Arrangement, as referenced in Section 38 herein, Genesee County non-union Members shall contribute 9.0% of annual Compensation, Water and Waste non-union Members shall contribute 7.0% of annual Compensation, Genesee District Library non-union Members shall contribute 1.5% of annual Compensation; however Genesee District Library non-union Members hired on or after January 1, 1998 shall contribute 2.0% of annual Compensation.

Section 39.

Retirement Reserve Fund:

The Retirement Reserve Fund shall be the fund from which shall be paid all Annuities, Pensions, and Retirement Allowances, payable as provided in this Ordinance. Should any Retirant who retired with a disability Retirement Allowance be returned to the employ of the Employer from which he retired his Annuity Reserve as of the date of his return shall be transferred from the Retirement Reserve Fund to the

Employees' Savings Fund and shall be credited to his individual account therein; and his Pension Reserve as of the date of his return shall be transferred from the Retirement Reserve Fund to the Pension Reserve Fund.

Section 40.

Pension Reserve Fund:

- (a) The Pension Reserve Fund shall be the fund in which shall be accumulated reserves for the Pensions payable as provided in this Ordinance. Upon the basis of such mortality and other tables of experience, and Regular Interest, as the Retirement Commission shall from time to time adopt, the actuary shall annually compute (1) the Annuity Reserves and Pension Reserves for Retirement Allowances being paid Retirants and Beneficiaries, and (2) the Pension Reserves for Services rendered and to be rendered by Members. The Pension Reserves so computed shall be financed by annual appropriations to be made by the Employers and determined as hereinafter provided in this subsection. The Retirement Commission may establish such groups of Members as it deems proper for the purpose of computing such reserves and determining such appropriations.
- (1) The annual appropriation for each group of Members' current Service shall be a percent of their annual Compensation which will be an amount which if paid annually by the Employer during their future Service will be sufficient to provide the Pension Reserves at the time of their Retirements, for the portions of the Pensions to be paid them based upon their future Service.
 - (2) The annual appropriation for each group of Members' accrued Service shall be a percent of their annual Compensations which will be an amount which if paid annually by the Employers over a period of years, to be determined by the Commission, will amortize at Regular Interest the unfunded Pension Reserves, if any, for the accrued Service portions of the Pensions to be paid them upon their Retirements.
 - (3) The appropriation for Pensions being paid Retirants and Beneficiaries shall be a percent of the annual Compensations of Members which will be an amount which if paid annually by the Employers over a period of years, to be determined by the Commission, will amortize at Regular Interest the unfunded Annuity and Pension Reserves, if any, for Annuities and Pensions being paid Retirants and Beneficiaries.

- (b) Upon receipt of the Annual Actuarial Valuation, the pension reserves for retiring members, and pensions payable to a beneficiary on account of death of a member occurring during the prior year, shall be transferred from the Pension Reserve Fund to the Retirement Reserve Fund. The Commission may from time to time transfer from the Pension Reserve Fund to the Retirement Reserve Fund such additional amounts as it determines to be necessary for the proper maintenance of the Retirement Reserve Fund.

Section 41.

Income Fund/Expense Fund:

- (a) The Income Fund shall be the fund to which shall be credited all interest, dividends, and other income from investments of the Retirement System, all gifts and bequests received by the System, and all other monies received by the System the disposition of which is not specifically provided in this Ordinance. There shall be paid or transferred from the Income Fund all amounts required to credit Regular Interest to the Employees' Savings Fund, Retirement Reserve Fund, and Pension Reserve Fund, as provided in this Ordinance. Whenever the Commission determines that the balance in the Income Fund is more than sufficient to cover current charges to the fund such excess amount, or any part thereof, may be used to provide contingency reserves or to meet the special requirements of the other funds of the Retirement System, except the Expense Fund. Whenever the balance in the Income Fund is insufficient to meet the charges to fund the amount, such insufficiency shall be transferred from the Pension Reserve Fund to the Income Fund.
- (b) The Expense Fund shall be the fund to which shall be credited all money provided by Employers to pay the administrative expenses of the Retirement System and from which shall be paid all expenses necessary in connection with the administration of the Retirement System.

Section 42.

Investment of Retirement System Assets:

- (a) The Retirement Commission shall be the trustees of the assets of the Retirement System and shall have full power to invest and reinvest such assets in accordance with the provisions of Act No. 314 of the Public Acts of 1965, and as the act might from time to time be amended or superseded.
- (b) The Commission shall have full power to hold, sell, assign, transfer, and dispose of any securities and investments in which any monies of the Retirement System have been invested, as well as the proceeds of said investments, and any monies belonging to the System. There shall be kept on deposit available cash not to exceed 5 percent of the assets of the System.

Section 43.

Assets not Segregated:

All assets of the Retirement System shall be held for the sole purpose of meeting disbursements for Annuities, Pensions, Retirement Allowances, and other payments, authorized by this Retirement Ordinance and shall be used for no other purpose. The description of the various funds of the System shall be interpreted to refer to the accounting records of the System and not to the segregation of monies in the funds of the System.

Section 44.

Allowance of Regular Interest:

The Retirement Commission shall, at the end of each fiscal year, allow and credit Regular Interest computed on the Member's individual balances in the Employees' Savings Fund at the beginning of the fiscal year; and on the mean balances in the Retirement Reserve Fund and the Pension Reserve Fund. The amounts of Regular Interest so allowed and credited shall be debited to the Income Fund.

Section 45.

Method of Making Payments:

All payments from the funds of the Retirement System shall be made according to provisions of law, this Ordinance, and County procedure, only upon regular County vouchers signed by the Retirement Services Administrator or other person(s) duly authorized by the Retirement Commission. A duly attested copy of a resolution adopted by the Retirement Commission designating such persons and bearing upon its face specimen signatures of such persons shall be filed with the County Controller as his authority for making payments upon such vouchers. No voucher shall be drawn unless it shall have been previously authorized by a specific or continuing resolution adopted by the Retirement Commission.

Section 46.

Assignments Prohibited:

The right of a Person to an Annuity, a Pension, a Retirement Allowance, to the return of Accumulated Contributions, the Annuity, the Pension, or the Retirement Allowance itself, any optional benefits, and any other right accrued or accruing to any Person under the provisions of this Ordinance, and any monies belonging to the Retirement System may not be diverted to or used for other than the exclusive benefit of the Members or their Beneficiaries and shall not be subject to execution, garnishment, attachment, the operation of bankruptcy or insolvency law, or any other process of law whatsoever, and shall be inalienable and unassignable except as is specifically authorized by statute (e.g., 1982 P.A. 295, 1985 P.A. 43) or as is specifically provided in this Retirement System Ordinance. If a Member is covered under a group insurance or prepayment plan participated in by the County or his Employer, and should he be permitted to, and elect to, continue such coverage as a Retirant, he may authorize the Retirement Commission to have deducted from his Retirement Allowance the payments required of him to continue coverage under such group insurance or prepayment plan. The County or an Employer has the right of setoff for any claim arising from embezzlement or by fraud of a Member, Retirant, or Beneficiary.

If an award or order described in the foregoing paragraph requires the Retirement System to withhold payment of a Pension, deferred Pension, Accumulated Contributions, or other benefit from the Person to whom it is due or requires the Retirement System to make payment or requires the Person to request that the Retirement System make payment of a Pension, deferred Pension, Accumulated Contributions, or other benefit, for the purpose of meeting the Person's obligations to a spouse, former spouse or child, as provided in said paragraph, the withholding or payment provisions of the award or order is effective only against such amounts as they become payable to the Person receiving a Retirement Allowance unless otherwise provided in an eligible domestic relations order under the eligible domestic relations order act, as amended [MCL 38.1701 et seq.], pursuant to MCL 552.18. The limitation contained in this subsection does not apply to the Accumulated Contributions of a Person who terminates employment before acquiring a vested Member status.

For purposes of eligible domestic relations order computations pursuant to the eligible domestic relations order act, Act 46 of the Public Acts of 1991, as amended [MCL 38.1701 et seq.], pursuant to MCL 552.18, the Retirement System shall use the interest rates and underlying unisex mortality table specified by the Pension Benefit Guaranty Corporation (PBGC) for calculating the actuarial present value of immediate and

deferred pensions under a terminated pension plan as provided in Part 2619 of Subchapter C or Chapter XXVI of Title 29 of the Code of Federal Regulations, 29 C.F.R. Part 2619. Interest rates used for eligible domestic relations order calculations shall be the rates specified by the PBGC for the second month preceding the date of commencement of the alternate payee's benefit.

Section 47.

Errors/Protection Against Fraud:

- (a) Errors: Should any change in the records result in any Person receiving from the Retirement System more or less than he would have been entitled to receive had the records been correct, the Retirement Commission shall correct such error, and as far as practicable shall adjust the payment in such manner that the actuarial equivalent of the benefit to which the said Person was correctly entitled shall be paid; provided, however, that for errors discovered on or after January 1, 2001, a Person receiving more than he or she would have been entitled not as a result of the non-disclosure, fraud, misrepresentation, or other fault of that Person or of the Person through whom that Person is due benefits, shall not have such payments occurring more than three (3) years prior to the discovery of the error considered in the adjustment. Notwithstanding the foregoing, if the Person or the Person through whom that person is due benefits (i) provided incorrect information which caused the error, (ii) failed to provide information that was necessary to calculate the payment correctly, (iii) caused the providing of incorrect information or failed to provide necessary information, or (iv) knew or reasonably should have known that he or she was in receipt of an erroneous payment, all such payments, including payments occurring more than three (3) years prior to the discovery of the error, shall be considered in the adjustment.
- (b) Protection Against Fraud: Whoever with intent to deceive shall make any statements and/or reports required under this Ordinance which are untrue, or shall falsify or permit to be falsified any records of the Retirement System, or who shall otherwise violate, with intent to deceive, any of the provisions of this Ordinance, shall be guilty of a misdemeanor and upon conviction shall be fined not to exceed \$500.00, plus costs of prosecution, or sentenced to 90 days imprisonment, or both, in the discretion of the court.

Section 48.

Subrogation Provision:

In the event an individual becomes entitled to a Pension as the result of an accident or injury, or wrongful death caused by the act of a third party, the Employer shall be subrogated to the rights of the said individual against such third party to the extent of the costs due to sick leave, life insurance, and/or workers compensation which the Employer was, is, or shall be obligated to pay, as determined by the Retirement Commission.

Section 49.

Laws Inconsistent Repealed:

All provisions of law, ordinance, resolution, or local act inconsistent with the provisions of this Ordinance are hereby repealed to the extent of such inconsistency insofar as authority vested in the Board of Commissioners to repeal same.

Section 50.

Savings Provision:

If any part of this Ordinance or the application thereof to any office, position, Person or Retirement, or to any class of any of those, or to any time, period of time, circumstance or class of circumstances, is for any reason held by a court to be invalid or unconstitutional, such holding shall not affect the remaining parts or applications of this Ordinance which can be given effect without the invalid or unconstitutional portion or application, provided the relevant remaining parts or applications are not determined by the court to be inoperable, and to this end the provisions and applications of this Ordinance are made severable.

Section 51.

Employers Declared Reciprocal Units of Government:

As to the Retirement System established by this Ordinance, Genesee County and each other Employer is hereby declared to be and is made a reciprocal unit of government under and subject to the Reciprocal Retirement Act, Act No. 88 of the Michigan Public Acts of 1961, as amended, MCL 38.1101 et seq., the provisions of which public act are hereby adopted and made a part of the Ordinance. The Genesee County Board of Commissioner declined to participate in the permissive service transfer program, otherwise known as Section 6 of the Reciprocal Retirement Act.

Section 52.

Post-Retirement Adjustments:

- (a) The Retirement Commission will annually re-determine the Pensions of Qualified Recipients, in accordance with subsection 12a(10) of Act Number 156 of the Public Acts of 1851 as amended, MCL 46.12a(10), and this subsection of this Ordinance. Terms defined in this subsection are so defined for purposes of this subsection only. Redeterminations made pursuant to this subsection will be made in accordance with the following provisions:
- (1) Redeterminations will be made for each calendar year, commencing with 2001.
 - (2) Qualified Recipients for each year's redetermination will be retirees who: a) at the time of their last employment by an Employer were not officers, agents, or contractors of that Employer, within the meaning of Article 11, Section 3 of the Constitution of 1963; b) retired prior to January 1, 2001; and c) are otherwise eligible for that year's redetermination. Retirees otherwise eligible for the redetermination for 2001 are those who retired prior to January 1, 1993. For each redetermination subsequent to that for 2001, the date by which the retiree must have retired, to be otherwise eligible, will be one year later than the applicable date for the immediately preceding redetermination. Beneficiaries of deceased retirees, who are receiving Retirement Allowances from the System, also will be Qualified Recipients if their respective retirees would have been Qualified Recipients if they had been still living on December 1 of the year for which the redetermination is being made.
 - (3) The redetermination for each year will be made as of December 1 of that year. The provisions of subparagraph (2) above notwithstanding, an additional requirement of being a Qualified Recipient is that one be entitled, without reference to this subsection, to receive a Retirement Allowance as of December 1 of the year for which the redetermination is being made.
 - (4) The redetermined Pension for each year will be the sum of: a) the Base Pension, which is the Pension payable under this Ordinance without inclusion of any Adjustment Amount, being an Adjustment Amount under this subsection as amended by the Genesee County Board of Commissioners on or after November 10, 1997, but also without inclusion of any non-permanent adjustment previously approved by the Retirement Commission; and b) the Adjustment Amount, if any. Each redetermination shall be applicable only for the year for which made. The Base Pension is the minimum Pension payable under this Ordinance and will be payable for each year unless and until an Adjustment Amount is added.

- (5) Additional Investment Earnings are the amount, if any, by which investment earnings attributable to the assets in the Retirement Reserve Fund (which fund also has been denominated, by the Retirement Commission's actuary, as the reserve for retired benefit payments), for the calendar year immediately preceding the year for which the redetermination is being made, at the approximate nominal investment return rate stated for that preceding year, by the Retirement Commission's actuary in the annual actuarial valuation, would exceed what those earnings would have been had the return rate been 8%, plus the total of all adjustment amounts calculated pursuant to subparagraph (7) below.
- (6) If there are any Additional Investment Earnings, the Qualified Days will be calculated for each Qualified Recipient. Qualified Days will be the total days of Credited Service of the retiree plus the elapsed days from Retirement through November 30 of the year for which the redetermination is being made.
- (7) The Adjustment Amount as to each Qualified Recipient will be determined by multiplying the number of Qualified Days for that Qualified Recipient by \$0.045.
- (8) The Adjustment Amount for each year will be paid in a single payment, as of December 1 of that year.
- (9) All above provisions of this subsection notwithstanding, no Adjustment Amount shall either contravene, or cause a Retirement Allowance to contravene, either the requirements of the Internal Revenue Code for tax qualification of the Genesee County Employees' Retirement System or the requirements of MCL 46.12a.

In the event an Adjustment Amount would contravene, or so cause contravention of, any such requirements, that Adjustment Amount will be limited to the maximum amount, if any, as would not so contravene or so cause contravention.

- (b) Genesee County, Genesee Health Systems, Water and Waste, Genesee County Road Commission, Genesee District Library, and City of Mt. Morris: Non-union Members of these Employers shall be entitled to the following Retirement Allowance adjustment benefit, and Employees who are members of unions shall be entitled to the Retirement Allowance adjustment as defined in the Applicable Union Contract.

- (1) The Pensions of non-union Members retiring from the Genesee District Library shall be adjusted by up to two percent (2%) per year for the first five (5) years of Retirement beginning with January 1st following the Member's effective retirement date after the Employee has been retired one full year. The adjustment shall be based on the official Consumer Price Index for Urban Wage Earners and Clerical Workers (including single workers) - "all items", published by the Bureau of Labor Statistics, U.S. Department of Labor (1967 = 100) and hereinafter referred to as the B.L.S. Consumer Price Index.

The Pensions of non-union Members retiring from Genesee Health Systems shall be adjusted by two percent (2%) per year for the first five (5) years of Retirement beginning with the January 1st following the Member's effective retirement date. The adjustment shall be based on the official Consumer Price Index for Urban Wage Earners and Clerical Workers (including single workers) - "all items", published by the Bureau of Labor Statistics, U.S. Department of Labor (1967 = 100) and hereinafter referred to as the B.L.S. Consumer Price Index.

The Pensions of non-union Members retiring from Genesee County shall be adjusted by three percent (3%) of the initial Pension amount for each of the first five (5) years following Retirement, the initial adjustment shall be payable with the next Retirement Allowance payment to be made after the completion of one (1) full year of Retirement.

The Pensions of non-union Members retiring from the Road Commission shall be adjusted by three percent (3%) of the initial Pension amount for each of the five (5) years following Retirement, the initial adjustment shall be made after the completion of one (1) full year of Retirement.

The Pensions of non-union Members retiring from Water and Waste Services shall be adjusted by three and one-half percent (3.5%) of the initial Pension amount for each of the five (5) years beginning after completion of two (2) full years of Retirement.

The Pensions of non-union Members retiring from the City of Mt. Morris shall be adjusted by up to three percent (3%) of the initial Pension amount for each of the five (5) years following Retirement, the initial adjustment shall be payable with the next Retirement Allowance payment to be made after the completion of one (1) full year of Retirement. The adjustment shall be based on the official Consumer Price Index for Urban Wage Earners and Clerical Workers (including single workers) - "all items", published by the Bureau of Labor Statistics, U.S. Department of Labor (1982 = 100) and hereinafter referred to as the B.L.S. Consumer Price Index.

- (2) For Genesee District Library and Genesee Health Systems, the adjustment will be effective with the check for January which is paid at the beginning of January. The B.L.S. Consumer Price Index for the twelve (12) month period ending with November of the previous year shall be used. For City of Mt. Morris, the adjustment will be effective upon the retiree's retirement anniversary date.
 - (3) The amount of any Pension adjustment shall be one percent (1%) for each two percent (2%) increase in the B.L.S. Consumer Price Index during the base period. Changes in the index which result in an adjustment of more than one and one-half percent (1 1/2%) will result in an adjustment of one percent (1%), but a change in the index which would result in an adjustment of one and one-half percent (1 1/2%) or less will be computed at the next lower percent.
 - (4) In the event of a decline in the B.L.S. Consumer Price Index in any base period a wage adjustment shall be made in the reverse order that the upward adjustments in rates were provided in subsection (3) above.
 - (5) In the event the B.L.S. does not issue the Consumer Price Index on or before the payroll processing date, any adjustments required will be made on the next Pension check or on the earliest check when the Consumer Price Index is made available.
 - (6) No adjustments retroactive or otherwise shall be made due to any revisions which may later be made in the published figures for the B.L.S. Consumer Price Index for any base month.
 - (7) The continuance of any adjustment is dependent on the availability of the monthly B.L.S. Consumer Price Index in its present form and calculated on the same basis as the B.L.S. Consumer Price Index published in October of the preceding year.
- (c) Employees who are members of collective bargaining units shall be entitled to adjustment of original Pension amount per year as defined in the Applicable Union Contract.

Section 53.

Reemployment of a Retirant within the Retirement System.

Payment of a Pension or Retirement benefit to a Retirant of this Retirement System shall be suspended if the Retirant is employed by any Employer-member of this Retirement System consistent with the

provisions of the County Pension Plan Act, as amended. Suspension of the payment of the Pension or Retirement benefit shall become effective the first day of the calendar month that follows the sixtieth day after the Retirant is so employed. Payment of the Pension or Retirement benefit shall resume on the first day of the calendar month that follows termination of the employment. Payment of the Pension or Retirement benefit shall be resumed without change in amount or conditions by reason of the employment. The Retirant shall not be a Member of the Retirement System during the period of employment. Effective December 14, 2011, Genesee County Board of Commissioners Resolution 11-499, establishing the Genesee County Policies and Procedures Relating to a County or a County Funded Court Obtaining Services from a County or Court Retiree, shall apply to all Employer participants of the Retirement System.

Section 54.

[Repealed and Reserved: Language removed effective January 1, 2018]

Section 55.

Board of County Road Commissioners:

Effective January 26, 1993, and any other provision of this Ordinance notwithstanding:

- (a) No person appointed to the Board of County Road Commissioners of the County of Genesee for any term of office commencing on or after January 1, 1995, shall be, for purposes of this Ordinance, either an Employee of an Employer or a Member of the System, by reason of serving on that Board for all or any part of such term.
- (b) No person who shall have been serving as a member of the Board of County Road Commissioners of the County of Genesee on December 31, 1994, and who shall continue to so serve on January 1, 1995, shall receive any Service credit for services on that Board on or after January 1, 1995, and no further Employer or Employee contribution of funds shall thereafter be payable to the System on behalf of such person with respect to such continued service, and such person may elect, for purposes of this Ordinance, to have the status of one who ceased to serve on that Board at the close of December 31, 1994.

Section 56.

Termination of the Retirement Ordinance:

In the event of the termination of the Ordinance, or upon complete discontinuance of contributions under the Ordinance, the rights of all Members to benefits accrued to the date of such termination or discontinuance to the extent then funded shall be non-forfeitable.

Section 57.

Establishment of Defined Contribution Trust

- (a) This Ordinance provides for a defined benefit pension plan and a trust therefore (the "defined benefit trust"), the trustee of which trust is the Retirement Commission. The Retirement System provided for in this Ordinance (the "Retirement System") is the defined benefit pension plan Retirement System. In Resolution 96-253, adopted by the County Board of Commissioners on June 25, 1996 on behalf of the County, the County adopted and established, as an additional component of its overall pension and retirement plan under Section 12A of Act No. 156 of the Public Acts of 1851, as

amended, MCL 46.12A, a defined contribution pension plan and a trust therefore (the "defined contribution trust"). The Retirement Commission is not the trustee of the defined contribution trust.

- (b) The adoption agreement for the County's defined contribution pension plan and trust, and Resolution 96-253, both as amended by the County Board of Commissioners on September 4, 1996 in Resolution 96-253, require, and the County will Continue to require, that the trustees of the defined contribution trust comply with all applicable requirements of Act. No. 314 of Public Acts of 1965, as amended, MCL 38.1132 et seq.
- (c) Whether a particular Member may elect to participate in the defined contribution pension plan other than as provided for in Section 59 of this Ordinance, is neither stated in nor to be governed by this Ordinance.

Section 58.

[Repealed and Reserved: Language removed effective January 1, 2018]

Section 59.

Lump Sum Payment Option:

- (a) Upon Retirement of a Member who is an Employee of the Genesee Health Systems non-union Employee group, and who is neither a member of the County Board of Commissioners nor a member of a unit of employees represented by a collective bargaining agent, the Member, with the written consent of the Member's spouse, if any, may elect to obtain transfer of the actuarial present value of the Member's accrued benefit under the Retirement System to an account for the Member within the Genesee County Defined Contribution Pension Plan. The actuarial present value of the Member's accrued benefit, for purposes of this section, shall be the total of the amounts which, absent the election here provided for, would be transferred, upon Retirement of the Member, from the Employees' Savings Fund and from the Pension Reserve Fund, to the Retirement Reserve Fund. In order to exercise the election provided for in this section, the Member must submit to the Retirement Commission a written election no earlier than 90 days before the Member's Retirement and no later than the Member's date of Retirement. The transfer shall be considered to have taken effect as of 12:01a.m. of the day immediately following the Member's date of Retirement. Upon the Member's Retirement, the Member's election shall be irrevocable and the Member shall have no further claim to benefits under the Retirement System. Other provisions of this Ordinance notwithstanding, a Member exercising this election shall not receive even an initial Retirement Allowance under this Ordinance, the transfers to the Retirement Reserve Fund that would have been made, absent the election, shall not be made, and, instead, upon the Retirement of the Member, the Retirement Commission shall transfer the actuarial present value of the Member's accrued benefit to the trustees of the Defined Contribution Plan trust, for the account of the Member.
- (b) The lump sum payment provided in this section is available only to Members otherwise eligible for Voluntary Retirements as provided for in section 22. A Member exercising an election under this section is required to comply with both the Retirement application requirements of subsection 22(a) and the election requirements of this section. A sex-neutral mortality table, adopted by the Commission pursuant to section 14, will be utilized to provide life expectancies for purposes of calculating actuarial present values of Members' accrued benefits under subsection 59(a), and the Commission is not required to utilize that table in calculating actual transfers to the Retirement Reserve Fund. A Member who dies after making and not having revoked the election provided for in subsection 59(a), but prior to the Member's date of Retirement, shall be deemed for purposes of this section only to have (1) retired the day preceding the date of death, notwithstanding that the Member may not have attained the age of 60 years, and (2) elected the above referenced lump sum payment option. A Member electing the lump sum payment option, however, may also provide, in the election, that the election is to be automatically revoked if the Member dies prior to the

Member's date of Retirement. If a Member who has provided for such automatic revocation dies prior to the Member's date of Retirement, the Member shall be deemed to have revoked the Member's election of the lump sum transfer and to have died while in the employ of the Employer within the meaning of sections 35 and 36. No benefits shall be payable under either section 35 or section 36 on account of the death of a Member who has elected and not revoked the lump sum payment option provided for in this section. If this subsection is deemed to any extent to be inconsistent with subsection (a), this subsection governs as to the inconsistency.

- (c) Notwithstanding the provision in subsection 59(a), stating that a member of a unit of Employees represented by a collective bargaining agent is not eligible to make the election there provided for, a Member, and who is a member of a unit of Employees represented by a collective bargaining unit, may make the election otherwise provided for in subsections 59(a) and 59(b) if a collective bargaining agreement has been entered into which provides that such Member may make such election provided that the provision was in effect at the time the Member terminated his or her employment.

Section 60.

Repeal and Reserve, language removed effective January 1, 2018.

Section 61.

Repeal and Reserve, language removed effective January 1, 2018.

Section 62.

Repeal and Reserve, language removed effective January 1, 2018.

Section 63.

Qualified Excess Benefit Arrangement:

- (a) This section is enacted pursuant to section 415(m) of the Internal Revenue Code and 2002 P.A. 100, the Michigan Public employee Retirement Benefit Protection Act.
- (b) A Qualified Excess Benefit Arrangement (QEBA) is established and shall be governed by a separate trust as established by the County Board of Commissioners.
- (c) The amount of any Retirement Allowance that would exceed the limitations imposed by section 415 (b) of the Internal Revenue Code shall be paid from the QEBA in accordance with the necessary and appropriate procedures, established by the Retirement Commission for the administration of the QEBA.
- (d) The QEBA shall be a separate portion of the Retirement System. The QEBA is subject to the following requirements:
 - (1) The QEBA shall be maintained solely for the purpose of providing to Retirants and Beneficiaries that part of the Retirant's or Beneficiary's Retirement Allowance otherwise payable under the terms of the Retirement System, but which exceed the limitations imposed by section 415(b) of the Internal Revenue Code; and
 - (2) Retirants and Beneficiaries do not have an election, directly or indirectly, to defer

Compensation to the QEBA.

Section 64.

[Repealed and Reserved: Language removed effective January 1, 2018]

Appendix

Genesee County Employees' Retirement System
Benefit Provisions by Bargaining Unit

GENESEE COUNTY UNIT

A. AFSCME 496-00, Representing Clerical and Maintenance Employees

1. Final Average Compensation (Section 2):

- Average of two (2) highest years of Compensation

2. Voluntary Retirement Requirements (Section 22):

- At least 23 years of Credited Service with no age restriction; or
- At least 8 years of Credited Service, and attainment of age 60.

Those with less than 8 Years Credited Service on 3/23/2011:

- At least 25 years of Credited Service with no age restriction; or
- At least 8 years of Credited Service, and attainment of age 60.

3. Retirement Allowance Factors (Section 25):

- Multiplier is 2.4% multiplied by Final Average Compensation multiplied by all years of Credited Service
- Employer-Financed Maximum portion of Pension is 75% of Final Average Compensation

4. Deferred Retirement (Section 26):

- At least 15 years of Credited Service at the time of separation from employment for eligibility when the individual would have had 23 years had he remained continuously employed; or age 60 whichever comes first.

Those with less than 8 Years Credited Service on 3/23/2011:

- At least 15 years of Credited Service at the time of separation from employment for eligibility when the individual would have had 25 years had he remained continuously employed; or age 60 whichever comes first.

5. Retirement Allowance Options (Section 27):

- Straight-Life Retirement Allowance Option
- Section 25-C Social Security Option
- Option A-100% Survivor Option
- Option B-50% Survivor Option
- Option C-Period Certain and Life Allowance Option

6. Disability Retirement:

- Non-Duty Disability Retirement – Requires 10 years of Credited Service
- Duty Disability Retirement – Must be in receipt of weekly worker's compensation payments

7. Miscellaneous Provisions:

- Member Contribution Rate: 9.5% of Compensation, Pre-tax
- Employer-Financed Pop-Up for Option A-100% Survivor and Option B-50% Survivor
- Cost-of-Living Allowance: 3.0% of base amount for 5 years; One-year delay
- Military Service Credit: After 5 years of service

Genesee County Employees' Retirement System
Benefit Provisions by Bargaining Unit

GENESEE COUNTY UNIT

B. AFSCME 496-01, Representing Professional and Technical Employees

1. Final Average Compensation (Section 2):

- Average of two (2) highest years of Compensation

2. Voluntary Retirement Requirements (Section 22):

- At least 23 years of Credited Service with no age restriction; or
- At least 8 years of Credited Service, and attainment of age 60.

Those with less than 8 Years Credited Service on 2/27/2012:

- At least 25 years of Credited Service with no age restriction; or
- At least 8 years of Credited Service, and attainment of age 60.

3. Retirement Allowance Factors (Section 25):

- Multiplier is 2.4% multiplied by Final Average Compensation multiplied by all years of Credited Service
- Employer-Financed Maximum portion of Pension is 75% of Final Average Compensation

4. Deferred Retirement (Section 26):

- At least 15 years of Credited Service at the time of separation from employment for eligibility when the individual would have had 23 years had he remained continuously employed; or age 60 whichever comes first.

Those with less than 8 Years Credited Service on 2/27/2012:

- At least 15 years of Credited Service at the time of separation from employment for eligibility when the individual would have had 25 years had he remained continuously employed; or age 60 whichever comes first.

5. Retirement Allowance Options (Section 27):

- Straight-Life Retirement Allowance Option
- Section 25-C Social Security Option
- Option A-100% Survivor Option
- Option B-50% Survivor Option
- Option C-Period Certain and Life Allowance Option

6. Disability Retirement:

- Non-Duty Disability Retirement – Requires 10 years of Credited Service
- Duty Disability Retirement – Must be in receipt of weekly worker's compensation payments

7. Miscellaneous Provisions:

- Member Contribution Rate: 9.0% of Compensation, Pre-tax
- Member Contribution Rate: 9.5% of Compensation, Pre-tax – Beginning 10/1/16
- Member Contribution Rate: 10.0% of Compensation, Pre-tax – Beginning 10/1/17
- Employer-Financed Pop-Up for Option A-100% Survivor and Option B-50% Survivor
- Cost-of-Living Allowance: 3.0% of base amount for 5 years; One-year delay
- Military Service Credit: After 5 years of service

Genesee County Employees' Retirement System
Benefit Provisions by Bargaining Unit

GENESEE COUNTY UNIT

C. AFSCME 916-1,2,3,4,8,9,10, Representing Supervisors:

1. Final Average Compensation (Section 2):

- Average of two (2) highest years of Compensation

2. Voluntary Retirement Requirements (Section 22):

- At least 23 years of Credited Service with no age restriction; or
- At least 8 years of Credited Service, and attainment of age 60.

Those with less than 8 years of Credited Service on 3/5/2014:

- At least 25 years of Credited Service with no age restriction; or
- At least 8 years of Credited Service, and attainment of age 60.

3. Retirement Allowance Factors (Section 25):

- Multiplier is 2.4% multiplied by Final Average Compensation multiplied by all years of Credited Service
- Employer-Financed Maximum portion of Pension is 75% of Final Average Compensation

4. Deferred Retirement (Section 26):

- At least 15 years of Credited Service at the time of separation from employment for eligibility when the individual would have had 23 years had he remained continuously employed; or age 60 whichever comes first.

Those with less than 8 years of Credited Service on 3/5/2014:

- At least 15 years of Credited Service at the time of separation from employment for eligibility when the individual would have had 25 years had he remained continuously employed; or age 60 whichever comes first.

5. Retirement Allowance Options (Section 27):

- Straight-Life Retirement Allowance Option
- Section 25-C Social Security Option
- Option A-100% Survivor Option
- Option B-50% Survivor Option
- Option C-Period Certain and Life Allowance Option

6. Disability Retirement:

- Non-Duty Disability Retirement – Requires 10 years of Credited Service
- Duty Disability Retirement – Must be in receipt of weekly worker's compensation payments

7. Miscellaneous Provisions:

- Member Contribution Rate: 7.0% of Compensation, Pre-tax
- Employer-Financed Pop-Up for Option A-100% Survivor and Option B-50% Survivor
- Cost-of-Living Allowance: 3.0% of base amount for 5 years; One-year delay
- Military Service Credit: After 5 years of service

Genesee County Employees' Retirement System
Benefit Provisions by Bargaining Unit

GENESEE COUNTY UNIT

D. AFSCME 916-05, Representing Sergeants:

1. Final Average Compensation (Section 2):

- Average of two (2) highest years of Compensation

2. Voluntary Retirement Requirements (Section 22):

- At least 20 years of Credited Service with no age restriction; or
- At least 8 years of Credited Service, and attainment of age 60.

Hired on or after 1/1/1999 with 15 years of service on 5/24/2013:

- At least 23 years of Credited Service with no age restriction; or
- At least 15 years of Credited Service, and attainment of age 60.

Hired on or after 1/1/1999 with <15 years of service on 5/24/2013:

- At least 25 years of Credited Service with no age restriction; or
- At least 15 years of Credited Service, and attainment of age 60.

3. Retirement Allowance Factors (Section 25):

- Multiplier is 2.5% multiplied by Final Average Compensation multiplied by all years of Credited Service
- Employer-Financed Maximum portion of Pension is 75% of Final Average Compensation

4. Deferred Retirement (Section 26):

- At least 15 years of Credited Service at the time of separation from employment for eligibility when the individual would have had 20 years had he remained continuously employed; or age 60 whichever comes first.

Hired on or after 1/1/1999 with 15 years of service on 5/24/2013:

- At least 15 years of Credited Service at the time of separation from employment for eligibility when the individual would have had 23 years had he remained continuously employed; or age 60 whichever comes first.

Hired on or after 1/1/1999 with <15 years of service on 5/24/2013:

- At least 15 years of Credited Service at the time of separation from employment for eligibility when the individual would have had 25 years had he remained continuously employed; or age 60 whichever comes first.

5. Retirement Allowance Options (Section 27):

- Straight-Life Retirement Allowance Option
- Section 25-C Social Security Option
- Option A-100% Survivor Option
- Option B-50% Survivor Option
- Option C-Period Certain and Life Allowance Option
- Section 59 Lump Sum Transfer Option

6. Disability Retirement:

- Non-Duty Disability Retirement – Requires 10 years of Credited Service
- Duty Disability Retirement – Must be in receipt of weekly worker's compensation payments

7. Miscellaneous Provisions:

- Member Contribution Rate: 7.0% of Compensation, Pre-tax
- Employer-Financed Pop-Up for Option A-100% Survivor and B-50% Survivor
- Cost-of-Living Allowance: 1.75% compounded to age 65; or minimum 9 years
- Other Governmental Service: After 5 years of service
- Military Service Credit: After 5 years of service

Genesee County Employees' Retirement System
Benefit Provisions by Bargaining Unit

GENESEE COUNTY UNIT

E. AFSCME 916-06, Representing Lieutenants and Captains

1. Final Average Compensation (Section 2):

- Average of two (2) highest years of Compensation

2. Voluntary Retirement Requirements (Section 22):

- At least 20 years of Credited Service with no age restriction; or
- At least 8 years of Credited Service, and attainment of age 60.

Hired or After 1/1/1999 with 15 years of service credit on 5/24/2013:

- At least 23 years of Credited Service with no age restriction; or
- At least 15 years of Credited Service, and attainment of age 60.

Hired or After 1/1/1999 with <15 years of service credit on 5/24/2013:

- At least 25 years of Credited Service with no age restriction; or
- At least 15 years of Credited Service, and attainment of age 60.

3. Retirement Allowance Factors (Section 25):

- Multiplier is 2.5% multiplied by Final Average Compensation multiplied by all years of Credited Service
- Employer-Financed Maximum portion of Pension is 75% of Final Average Compensation

4. Deferred Retirement (Section 26):

- At least 15 years of Credited Service at the time of separation from employment for eligibility when the individual would have had 20 years had he remained continuously employed; or age 60 whichever comes first.

Hired on or after 1/1/1999 with 15 years of service credit on 5/24/2013:

- At least 15 years of Credited Service at the time of separation from employment for eligibility when the individual would have had 23 years had he remained continuously employed; or age 60 whichever comes first.

Hired on or after 1/1/1999 with <15 years of service credit on 5/24/2013:

- At least 15 years of Credited Service at the time of separation from employment for eligibility when the individual would have had 25 years had he remained continuously employed; or age 60 whichever comes first.

5. Retirement Allowance Options (Section 27):

- Straight-Life Retirement Allowance Option
- Section 25-C Social Security Option
- Option A-100% Survivor Option
- Option B-50% Survivor Option
- Option C-Period Certain and Life Allowance Option
- Section 59 Lump Sum Transfer Option

6. Disability Retirement:

- Non-Duty Disability Retirement – Requires 10 years of Credited Service
- Duty Disability Retirement – Must be in receipt of weekly worker's compensation payments

7. Miscellaneous Provisions:

- Member Contribution Rate: 7% of Compensation, Pre-tax
- Employer-Financed Pop-Up for Option A-100% Survivor and Option B-50% Survivor
- Cost-of-Living Allowance: 1.75% compounded to age 65; or minimum 9 years
- Other Governmental Service: After 5 years of service
- Military Service Credit: After 5 years of service

Genesee County Employees' Retirement System
Benefit Provisions by Bargaining Unit

GENESEE COUNTY UNIT

F. Judicial Administrative Secretaries:

1. Final Average Compensation (Section 2):

- Average of two (2) highest years of Compensation

2. Voluntary Retirement Requirements (Section 22):

- At least 23 years of Credited Service with no age restriction; or
- At least 8 years of Credited Service, and attainment of age 60.

Those with less than 8 years of Credited Service on 6/29/2011:

- At least 25 years of Credited Service with no age restriction; or
- At least 8 years of Credited Service, and attainment of age 60.

3. Retirement Allowance Factors (Section 25):

- Multiplier is 2.4% multiplied by Final Average Compensation multiplied by all years of Credited Service
- Employer-Financed Maximum portion of Pension is 75% of Final Average Compensation

4. Deferred Retirement (Section 26):

- At least 15 years of Credited Service at the time of separation from employment for eligibility when the individual would have had 23 years had he remained continuously employed; or age 60 whichever comes first.

Those with less than 8 years of Credited Service on 6/29/2011:

- At least 15 years of Credited Service at the time of separation from employment for eligibility when the individual would have had 25 years had he remained continuously employed; or age 60 whichever comes first.

5. Retirement Allowance Options (Section 27):

- Straight-Life Retirement Allowance Option
- Section 25-C Social Security Option
- Option A-100% Survivor Option
- Option B-50% Survivor Option
- Option C-Period Certain and Life Allowance Option

6. Disability Retirement:

- Non-Duty Disability Retirement – Requires 10 years of Credited Service
- Duty Disability Retirement – Must be in receipt of weekly worker's compensation payments

7. Miscellaneous Provisions:

- Member Contribution Rate: 9.5% of Compensation; Pre-tax
- Employer-Financed Pop-Up for Option A-100% Survivor and Option B-50% Survivor
- Cost-of-Living Allowance: 3.0% of base amount for 5 years; One-year delay
- Military Service Credit: After 5 years of service

Genesee County Employees' Retirement System
Benefit Provisions by Bargaining Unit

GENESEE COUNTY UNIT

G. Police Officers Association of Michigan (POAM), Representing Sheriff Deputies:

1. Final Average Compensation (Section 2):

- Average of two (2) highest years of Compensation

2. Voluntary Retirement Requirements (Section 22):

- At least 20 years of Credited Service with no age restriction; or
- At least 8 years of Credited Service, and attainment of age 60.

Hired on or After 1/1/2000 with 15 years of service on 2/26/2013:

- At least 23 years of Credited Service with no age restriction; or
- At least 15 years of Credited Service, and attainment of age 60.

Hired on or After 1/1/2000 with <15 years of service on 2/26/2013:

- At least 25 years of Credited Service with no age restriction; or
- At least 15 years of Credited Service, and attainment of age 60.

3. Retirement Allowance Factors (Section 25):

- Multiplier is 2.5% multiplied by Final Average Compensation multiplied by all years of Credited Service
- Employer-Financed Maximum portion of Pension is 75% of Final Average Compensation

4. Deferred Retirement (Section 26):

- At least 15 years of Credited Service at the time of separation from employment for eligibility when the individual would have had 20 years had he remained continuously employed; or age 60 whichever comes first.

Hired on or After 1/1/2000 with 15 years of service on 2/26/2013:

- At least 15 years of Credited Service at the time of separation from employment for eligibility when the individual would have had 23 years had he remained continuously employed; or age 60 whichever comes first.

Hired on or After 1/1/2000 with <15 years of service on 2/26/2013:

- At least 15 years of Credited Service at the time of separation from employment for eligibility when the individual would have had 25 years had he remained continuously employed; or age 60 whichever comes first.

5. Retirement Allowance Options (Section 27):

- Straight-Life Retirement Allowance Option
- Section 25-C Social Security Option
- Option A-100% Survivor Option
- Option B-50% Survivor Option
- Option C-Period Certain and Life Allowance Option

6. Disability Retirement:

- Non-Duty Disability Retirement – Requires 10 years of Credited Service
- Duty Disability Retirement – Must be in receipt of weekly worker's compensation payments

7. Miscellaneous Provisions:

- Member Contribution Rate: 7.0% of Compensation, Pre-tax
- Employer-Financed Pop-Up for Option A-100% Survivor and Option B-50% Survivor
- Cost-of-Living Allowance: 1.75% compounded to age 65; or minimum 9 years
- Other Governmental Service: After 5 years of service
- Military Service Credit: After 5 years of service

Genesee County Employees' Retirement System
Benefit Provisions by Bargaining Unit

GENESEE COUNTY UNIT

H. Professional Court Officers' Association (PCOA), Representing Court Officers:

1. Final Average Compensation (Section 2):

- Average of two (2) highest years of Compensation

2. Voluntary Retirement Requirements (Section 22):

- At least 23 years of Credited Service with no age restriction; or
- At least 8 years of Credited Service, and attainment of age 60.

Those with less than 8 years of Credited Service on 6/29/2011:

- At least 25 years of Credited Service with no age restriction; or
- At least 8 years of Credited Service, and attainment of age 60.

3. Retirement Allowance Factors (Section 25):

- Multiplier is 2.4% multiplied by Final Average Compensation multiplied by all years of Credited Service
- Employer-Financed Maximum portion of Pension is 75% of Final Average Compensation

4. Deferred Retirement (Section 26):

- At least 15 years of Credited Service at the time of separation from employment for eligibility when the individual would have had 23 years had he remained continuously employed; or age 60 whichever comes first.

Those with less than 8 years of Credited Service on 6/29/2011:

- At least 15 years of Credited Service at the time of separation from employment for eligibility when the individual would have had 25 years had he remained continuously employed; or age 60 whichever comes first.

5. Retirement Allowance Options (Section 27):

- Straight-Life Retirement Allowance Option
- Section 25-C Social Security Option
- Option A-100% Survivor Option
- Option B-50% Survivor Option
- Option C-Period Certain and Life Allowance Option

6. Disability Retirement:

- Non-Duty Disability Retirement – Requires 10 years of Credited Service
- Duty Disability Retirement – Must be in receipt of weekly worker's compensation payments

7. Miscellaneous Provisions:

- Member Contribution Rate: 11.0% of Compensation, Pre-tax
- Employer-Financed Pop-Up for Option A-100% Survivor and Option B-50% Survivor
- Cost-of-Living Allowance: 3.0% of base amount for 5 years; One-year delay
- Military Service Credit: After 5 years of service

Genesee County Employees' Retirement System
Benefit Provisions by Bargaining Unit

GENESEE COUNTY UNIT

I. Teamsters Local 214, Representing Friend of the Court Supervisors:

1. Final Average Compensation (Section 2):

- Average of two (2) highest years of Compensation

2. Voluntary Retirement Requirements (Section 22):

- At least 23 years of Credited Service with no age restriction; or
- At least 8 years of Credited Service, and attainment of age 60.

Those with less than 8 years of Credited Service on 12/7/2011:

- At least 25 years of Credited Service with no age restriction; or
- At least 8 years of Credited Service, and attainment of age 60.

3. Retirement Allowance Factors (Section 25):

- Multiplier is 2.4% multiplied by Final Average Compensation multiplied by all years of Credited Service
- Employer-Financed Maximum portion of Pension is 75% of Final Average Compensation

4. Deferred Retirement (Section 26):

- At least 15 years of Credited Service at the time of separation from employment for eligibility when the individual would have had 23 years had he remained continuously employed; or age 60 whichever comes first.

Those with less than 8 years of Credited Service on 12/7/2011:

- At least 15 years of Credited Service at the time of separation from employment for eligibility when the individual would have had 25 years had he remained continuously employed; or age 60 whichever comes first.

5. Retirement Allowance Options (Section 27):

- Straight-Life Retirement Allowance Option
- Section 25-C Social Security Option
- Option A-100% Survivor Option
- Option B-50% Survivor Option
- Option C-Period Certain and Life Allowance Option

6. Disability Retirement:

- Non-Duty Disability Retirement – Requires 10 years of Credited Service
- Duty Disability Retirement – Must be in receipt of weekly worker's compensation payments

7. Miscellaneous Provisions:

- Member Contribution Rate: 9.0% of Compensation, Pre-tax – Beginning 6/1/15
- Employer-Financed Pop-Up for Option A-100% Survivor and Option B-50% Survivor
- Cost-of-Living Allowance: 3.0% of base amount for 5 years; One-year delay
- Other Governmental Service: After 5 year of service
- Military Service Credit: After 5 years of service

Genesee County Employees' Retirement System
Benefit Provisions by Bargaining Unit

GENESEE HEALTH SYSTEMS UNIT

A. AFSCME 496-07:

1. Final Average Compensation (Section 2):

- Average of three (3) highest years of Compensation

2. Voluntary Retirement Requirements (Section 22):

- At least 23 years of Credited Service with no age restriction; or
- At least 8 years of Credited Service, and attainment of age 60.

3. Retirement Allowance Factors (Section 25):

- Multiplier is 2.4% multiplied by Final Average Compensation multiplied by the first 25 years of Credited Service; and 1.0% multiplied by all years of Credited Service thereafter, if any.
- Employer-Financed Maximum portion of Pension is 65% of Final Average Compensation

4. Deferred Retirement (Section 26):

- At least 15 years of Credited Service at the time of separation from employment for eligibility when the individual would have had 25 years had he remained continuously employed; or age 60 whichever comes first.

5. Retirement Allowance Options (Section 27):

- Straight-Life Retirement Allowance Option
- Section 25-C Social Security Option
- Option A-100% Survivor Option
- Option B-50% Survivor Option
- Option C-Period Certain and Life Allowance Option
- Section 59 Lump Sum Transfer Option

6. Disability Retirement:

- Non-Duty Disability Retirement – Requires 10 years of Credited Service
- Duty Disability Retirement – Must be in receipt of weekly worker's compensation payments

7. Miscellaneous Provisions:

- Member Contribution Rate: 5.0% of Compensation, Post-tax
- Employer-Financed Pop-Up for Option A-100% Survivor and Option B-50% Survivor
- Cost-of-Living Allowance: Up to 2.0% for 5 years; Effective January 1st, 1967 CPIW
- Other Governmental Service: After 8 years of service
- Military Service Credit: After 8 years of service

Genesee County Employees' Retirement System
Benefit Provisions by Bargaining Unit

GENESEE HEALTH SYSTEMS UNIT

B. TEAMSTERS LOCAL 214:

1. Final Average Compensation (Section 2):

- Average of three (3) highest years of Compensation

2. Voluntary Retirement Requirements (Section 22):

- At least 23 years of Credited Service with no age restriction; or
- At least 8 years of Credited Service, and attainment of age 60.

3. Retirement Allowance Factors (Section 25):

- Multiplier is 2.4% multiplied by Final Average Compensation multiplied by the first 25 years of Credited Service; and 1.0% multiplied by all years of Credited Service thereafter, if any.
- Employer-Financed Maximum portion of Pension is 65% of Final Average Compensation

4. Deferred Retirement (Section 26):

- At least 8 years of Credited Service at the time of separation from employment for eligibility when the individual would have had 25 years had he remained continuously employed; or age 60 whichever comes first.

Hired on or After 2/9/1989:

- At least 15 years of Credited Service at the time of separation from employment for eligibility when the individual would have had 25 years had he remained continuously employed; or age 60 whichever comes first.

5. Retirement Allowance Options (Section 27):

- Straight-Life Retirement Allowance Option
- Section 25-C Social Security Option
- Option A-100% Survivor Option
- Option B-50% Survivor Option
- Option C-Period Certain and Life Allowance Option
- Section 59 Lump Sum Transfer Option

6. Disability Retirement:

- Non-Duty Disability Retirement – Requires 10 years of Credited Service
- Duty Disability Retirement – Must be in receipt of weekly worker's compensation payments

7. Miscellaneous Provisions:

- Member Contribution Rate: 5.0% of Compensation, Post-tax
- Employer-Financed Pop-Up for Option A-100% Survivor and Option B-50% Survivor
- Cost-of-Living Allowance: Up to 2.0% for 5 years; Effective January 1st; 1967 CPIW
- Other Governmental Service: After 8 years of service
- Military Service Credit: After 8 years of service

Genesee County Employees' Retirement System
Benefit Provisions by Bargaining Unit

ROAD COMMISSION

A. AFSCME 496-04:

1. Final Average Compensation (Section 2):

- Average of three (3) highest years of Compensation

2. Voluntary Retirement Requirements (Section 22):

- At least 23 years of Credited Service with no age restriction; or
- At least 8 years of Credited Service, and attainment of age 58; or
- Early eligibility under age 58, with 6/10 of 1.0% per month reduction.

Hired on or after 7/1/2004:

- At least 23 years of Credited Service with no age restriction; or
- At least 15 years of Credited Service and attainment of age 58; or

3. Retirement Allowance Factors (Section 25):

- Multiplier is 2.4% multiplied by Final Average Compensation multiplied by all years of Credited Service
- Employer-Financed Maximum portion of Pension is 75% of Final Average Compensation

4. Deferred Retirement (Section 26):

- At least 8 years of Credited Service at the time of separation from employment for eligibility when the individual would have had 23 years had he remained continuously employed; or age 58 whichever comes first.

Hired on or after 7/1/2004:

- At least 15 years of Credited Service at the time of separation from employment for eligibility when the individual would have had 25 years had he remained continuously employed; or age 58 whichever comes first.

5. Retirement Allowance Options (Section 27):

- Straight-Life Retirement Allowance Option
- Section 25-C Social Security Option
- Option A-100% Survivor Option
- Option B-50% Survivor Option
- Option C-Period Certain and Life Allowance Option
- Section 59 Lump Sum Transfer Option

6. Disability Retirement:

- Non-Duty Disability Retirement – Requires 10 years of Credited Service
- Duty Disability Retirement – Must be in receipt of weekly worker's compensation payments

7. Miscellaneous Provisions:

- Employee Contribution Rate: 1.50% of Compensation, Post-tax
- Employer-Financed Pop-Up for Option A-100% Survivor and Option B-50% Survivor
- Other Governmental Service: After 8 Years
- Military Service Credit: After 8 Years

Genesee County Employees' Retirement System
Benefit Provisions by Bargaining Unit

ROAD COMMISSION

B. SEIU 517M:

1. Final Average Compensation (Section 2):

- Average of three (3) highest years of Compensation

2. Voluntary Retirement Requirements (Section 22):

- At least 25 years of Credited Service with no age restriction; or
- At least 8 years of Credited Service, and attainment of age 60, or
- Early Eligibility Age 55-60 with 6/10 of 1.0% per month reduction.

Hired on or after 7/9/2002:

- At least 25 years of Credited Service with no age restriction; or
- At least 15 years of Credited Service and attainment of age 60; or
- Early Eligibility Age 55-60 with 6/10 of 1.0% per month reduction.

3. Retirement Allowance Factors (Section 25):

- Multiplier is 2.4% multiplied by Final Average Compensation multiplied by all years of Credited Service
- Employer-Financed Maximum portion of Pension is 75% of Final Average Compensation

4. Deferred Retirement (Section 26):

- At least 8 years of Credited Service at the time of separation from employment for eligibility when the individual would have had 25 years had he remained continuously employed; or age 60 whichever comes first.

Hired on or after 7/9/2002:

- At least 8 years of Credited Service at the time of separation from employment for eligibility when the individual would have had 25 years had he remained continuously employed; or age 60 with at least 15 years elapsed.

5. Retirement Allowance Options (Section 27):

- Straight-Life Retirement Allowance Option
- Section 25-C Social Security Option
- Option A-100% Survivor Option
- Option B-50% Survivor Option
- Option C-Period Certain and Life Allowance Option
- Section 59 Lump Sum Transfer Option

6. Disability Retirement:

- Non-Duty Disability Retirement – Requires 10 years of Credited Service
- Duty Disability Retirement – Must be in receipt of weekly worker's compensation payments

7. Miscellaneous Provisions:

- Member Contribution Rate: 4.0% of Compensation, Post-tax
- Employer-Financed Pop-Up for Option A-100% Survivor and Option B-50% Survivor
- Cost-of-Living Allowance: 4.0% for 5 years; Three-year delay
- Other Governmental Service: After 8 Years
- Military Service Credit: After 8 Years

Genesee County Employees' Retirement System
Benefit Provisions by Bargaining Unit

ROAD COMMISSION

C. Supervisors Unit:

1. Final Average Compensation (Section 2):

- Average of three (3) highest years of Compensation

2. Voluntary Retirement Requirements (Section 22):

- At least 25 years of Credited Service with no age restriction; or
- At least 8 years of Credited Service, and attainment of age 60, or

Hired on or after 7/9/2002:

- At least 25 years of Credited Service with no age restriction; or
- At least 15 years of Credited Service and attainment of age 60.

3. Retirement Allowance Factors (Section 25):

- Multiplier is 2.4% multiplied by Final Average Compensation multiplied by all years of Credited Service
- Employer-Financed Maximum portion of Pension is 75% of Final Average Compensation

4. Deferred Retirement (Section 26):

- At least 8 years of Credited Service at the time of separation from employment for eligibility when the individual would have had 25 years had he remained continuously employed; or age 60 whichever comes first.

Hired on or after 7/9/2002:

- At least 8 years of Credited Service at the time of separation from employment for eligibility when the individual would have had 25 years had he remained continuously employed; or age 60 with at least 15 years elapsed.

5. Retirement Allowance Options (Section 27):

- Straight-Life Retirement Allowance Option
- Section 25-C Social Security Option
- Option A-100% Survivor Option
- Option B-50% Survivor Option
- Option C-Period Certain and Life Allowance Option
- Section 59 Lump Sum Transfer Option

6. Disability Retirement:

- Non-Duty Disability Retirement – Requires 10 years of Credited Service
- Duty Disability Retirement – Must be in receipt of weekly worker's compensation payments

7. Miscellaneous Provisions:

- Member Contribution Rate: 1.0% of Compensation, Post-tax
- Employer-Financed Pop-Up for Option A-100% Survivor and Option B-50% Survivor
- Cost-of-Living Allowance: 4.0% for 5 years; Three-year delay
- Other Governmental Service: After 5 Years
- Military Service Credit: After 5 Years

Genesee County Employees' Retirement System
Benefit Provisions by Bargaining Unit

WATER AND WASTE

A. AFSCME 1918-0:

1. Final Average Compensation (Section 2):

- Average of two (2) highest years of Compensation, excludes overtime

Hired on or after 1/1/2006:

- Average of three (3) out of last 5 years of Compensation, excludes overtime

2. Voluntary Retirement Requirements (Section 22):

- At least 23 years of Credited Service with no age restriction; or
- At least 10 years of Credited Service, and attainment of age 60, or
- Early Eligibility Age 55-60 with 5/10 of 1.0% per month reduction

Hired on or after 1/1/2006:

- At least 23 years of Credited Service and attainment of age 55; or
- At least 10 years of Credited Service and attainment of age 60.
- Early Eligibility Age 55-60 with 5/10 of 1.0% per month reduction

3. Retirement Allowance Factors (Section 25):

- Multiplier is 2.4% multiplied by Final Average Compensation multiplied by all years of Credited Service

Hired on or after 1/1/2006:

- Multiplier is 2.4% multiplied by Final Average Compensation multiplied by 25 years of Credited Service; and 1.0% multiplied by years of Credited Service thereafter, if any.

Hired on or after 1/1/2011:

- Multiplier is 2.0% multiplied by Final Average Compensation multiplied by 25 years of Credited Service; and 1.0% multiplied by years of Credited Service thereafter, if any.

- Employer-Financed Maximum portion of Pension is 85% of base wage rate annualized

4. Deferred Retirement (Section 26):

- At least 10 years of Credited Service at the time of separation from employment and attainment of age 60.

5. Retirement Allowance Options (Section 27):

- Straight-Life Retirement Allowance Option
- Section 25-C Social Security Option
- Option A-100% Survivor Option
- Option B-50% Survivor Option
- Option C-Period Certain and Life Allowance Option

6. Disability Retirement:

- Non-Duty Disability Retirement – Requires 15 years of Credited Service
- Duty Disability Retirement – Must be in receipt of weekly worker's compensation payments

7. Miscellaneous Provisions:

- Member Contribution Rate: 7.0% of Compensation, Pre-tax
- Employer-Financed Pop-Up for Option A-100% Survivor
- Cost-of-Living Allowance: 3.5% for 5 years; Two-year delay
- Other Governmental Service: After 3 years, maximum of 5 years service
- Military Service Credit: After 3 years, maximum of 5 years service

Genesee County Employees' Retirement System
Benefit Provisions by Bargaining Unit

GENESEE DISTRICT LIBRARY

A. AFSCME 496-06:

1. Final Average Compensation (Section 2):

- Average of the five (5) highest years of Compensation out of the last 10 years of Compensation immediately preceding Retirement.

2. Voluntary Retirement Requirements (Section 22):

- At least 25 years of Credited Service with no age restriction; or
- At least 8 years of Credited Service, and attainment of age 60.

Hired on or after 7/1/1995:

- At least 25 years of Credited Service with no age restriction; or
- At least 12 years of Credited Service, and attainment of age 60.

3. Retirement Allowance Factors (Section 25):

- Multiplier is 2.3% multiplied by Final Average Compensation multiplied by the first 25 years of Credited Service; and 1.0% multiplied by all years of Credited Service thereafter, if any.
- Employer-Financed Maximum portion of Pension is 60% of Final Average Compensation

4. Deferred Retirement (Section 26):

- At least 8 years of Credited Service at the time of separation from employment for eligibility when the individual would have had 25 years had he remained continuously employed; or age 60 whichever comes first.

Hired on or after 7/1/1995:

- At least 8 years of Credited Service at the time of separation from employment for eligibility when the individual would have had 25 years had he remained continuously employed; or age 60 with at least 12 years elapsed.

5. Retirement Allowance Options (Section 27):

- Straight-Life Retirement Allowance Option
- Section 25-C Social Security Option
- Option A-100% Survivor Option
- Option B-50% Survivor Option
- Option C-Period Certain and Life Allowance Option

6. Disability Retirement:

- Non-Duty Disability Retirement – Requires 10 years of Credited Service
- Duty Disability Retirement – Must be in receipt of weekly worker's compensation payments

7. Miscellaneous Provisions:

- Member Contribution Rate: 1.50%; or 2.0% of Compensation (if hired after 1/1/1998), Pre-tax
- Cost-of-Living Allowance: Up to 2.0% for 5 years; Effective January 1st after one full year of retirement; 1967 CPIW

Genesee County Employees' Retirement System
Benefit Provisions by Bargaining Unit

CITY OF MT MORRIS

A. POLC and POLC Supervisors:

1. Final Average Compensation (Section 2):

- Average of the three (3) highest years of Compensation

2. Voluntary Retirement Requirements (Section 22):

- At least 22 years of Credited Service with no age restriction; or
- At least 8 years of Credited Service, and attainment of age 60.

3. Retirement Allowance Factors (Section 25):

- Multiplier is 2.5% multiplied by Final Average Compensation multiplied by all years of Credited Service
- Employer-Financed Maximum portion of Pension is 75% of Final Average Compensation

4. Deferred Retirement (Section 26):

- At least 8 years of Credited Service at the time of separation from employment for eligibility when the individual would have had 22 years had he remained continuously employed; or age 60 whichever comes first.

5. Retirement Allowance Options (Section 27):

- Straight-Life Retirement Allowance Option
- Section 25-C Social Security Option
- Option A-100% Survivor Option
- Option B-50% Survivor Option
- Option C-Period Certain and Life Allowance Option

6. Disability Retirement:

- Non-Duty Disability Retirement – Requires 10 years of Credited Service
- Duty Disability Retirement – Must be in receipt of weekly worker's compensation payments

7. Miscellaneous Provisions:

- Member Contribution Rate: 5.00% of Compensation, Post-tax
- Employer-Financed Pop Up for Option A-100% Survivor and Option B-50% Survivor
- Cost-of-Living Allowance: Up to 3.0% for 5 years; After one full year of retirement; 1982 CPIW
- Other Governmental Service: After 8 years
- Military Service Credit: After 8 years

Genesee County Employees' Retirement System
Benefit Provisions by Bargaining Unit

CITY OF MT MORRIS

B. AFSCME LOCAL 1918-I:

1. Final Average Compensation (Section 2):

- Average of the three (3) highest years of Compensation

2. Voluntary Retirement Requirements (Section 22):

- At least 22 years of Credited Service with no age restriction; or
- At least 8 years of Credited Service, and attainment of age 60.

3. Retirement Allowance Factors (Section 25):

- Multiplier is 2.5% multiplied by Final Average Compensation multiplied by all years of Credited Service
- Employer-Financed Maximum portion of Pension is 75% of Final Average Compensation

4. Deferred Retirement (Section 26):

- At least 8 years of Credited Service at the time of separation from employment for eligibility when the individual would have had 22 years had he remained continuously employed; or age 60 whichever comes first.

5. Retirement Allowance Options (Section 27):

- Straight-Life Retirement Allowance Option
- Section 25-C Social Security Option
- Option A-100% Survivor Option
- Option B-50% Survivor Option
- Option C-Period Certain and Life Allowance Option

6. Disability Retirement:

- Non-Duty Disability Retirement – Requires 10 years of Credited Service
- Duty Disability Retirement – Must be in receipt of weekly worker's compensation payments

7. Miscellaneous Provisions:

- Member Contribution Rate: 5.0% of Compensation, Post-tax
- Employer-Financed Pop Up for Option A-100% Survivor and Option B-50% Survivor
- Cost-of-Living Allowance: Up to 3.0% for 5 years; After one full year of retirement; 1982 CPIW
- Military Service Credit: After 8 years of service

TO THE HONORABLE CHAIRPERSON AND MEMBERS OF THE GENESEE COUNTY BOARD OF COMMISSIONERS, GENESEE COUNTY, MICHIGAN

LADIES AND GENTLEMEN:

BE IT RESOLVED, by this Board of County Commissioners of Genesee County, Michigan, that the request by the Veterans Services Director to authorize adding a new program to the Veterans Services budget for the purpose of offering services to peacetime veterans who are facing financial difficulties and are indigent or in an emergent situation, said new program to be administered much like the Soldiers Relief program, but strictly for peacetime veterans, is approved (a copy of the undated memorandum request being on file with the official records of the July 30, 2018, meeting of the Governmental Operations Committee of this Board).

BE IT FURTHER RESOLVED, that the Controller is directed to transfer \$50,000.00 from the Veterans Services fund balance into account 894.00.00.6820.46346 to fund the program for the 2017-18 fiscal year, and to transfer another \$50,000.00 from the fund balance into account 894.00.00.6820.46346 to fund the program for the 2018-19 fiscal year at the appropriate time in accordance with the 2018-19 fiscal year budget cycle.

GOVERNMENTAL OPERATIONS COMMITTEE

G073018VIIF
BDM:bet
08-08-18
08-13-G06

G06

TO THE HONORABLE CHAIRPERSON AND MEMBERS OF THE GENESEE COUNTY BOARD OF COMMISSIONERS, GENESEE COUNTY, MICHIGAN

LADIES AND GENTLEMEN:

BE IT RESOLVED, that this Board of County Commissioners of Genesee County, Michigan, ratifies the expedited action taken on July 30, 2018, by the Governmental Operations Committee of this Board approving the request by the Executive Director of the Genesee County Community Action Resource Department to authorize accepting the WAP 16-25012 funds for the Weatherization Assistance Program, in the amount of \$1,200,000.00, to be deposited into accounts 148.7370.23405 and 149.7323.23405, for the purpose of expanding the Water Heater Replacement Program, and to authorize uploading the budget for fund 149, said budget being attached to the memorandum request, and changing the name of said fund to "Water Heater Replacement Program" (a copy of the memorandum request dated July 30, 2018, budget, and supporting documents being on file with the official records of the July 30, 2018, meeting of the Governmental Operations Committee of this Board).

GOVERNMENTAL OPERATIONS COMMITTEE

G073018VIIG
BDM:bet
08-08-18
08-13-G07

G07

TO THE HONORABLE CHAIRPERSON AND MEMBERS OF THE GENESEE COUNTY BOARD OF COMMISSIONERS, GENESEE COUNTY, MICHIGAN

LADIES AND GENTLEMEN:

BE IT RESOLVED, by this Board of County Commissioners of Genesee County, Michigan, that the request by the Office of Genesee County Sheriff to authorize entering into an Inmate Telephone Services Contract between the Genesee County Sheriff's Office and Global Tel*Link Corporation, said contract to provide a dedicated platform for inmate phone and video visitation, new updated hardware, a set guaranteed commission, and an annual \$60,000.00 technology grant for a 5-year period after the contract effective date, the proceeds of said contract to be processed through account 506.00.00.9999.23505.000, is approved (a copy of the memorandum request dated July 20, 2018, contract, and supporting documents to be placed on file with the official records of the July 30, 2018, meeting of the Governmental Operations Committee of this Board), and the Sheriff is authorized to execute the contract on behalf of Genesee County.

GOVERNMENTAL OPERATIONS COMMITTEE

G073018VIIIH
BDM:bet
08-08-18
08-13-G08

G08

TO THE HONORABLE CHAIRPERSON AND MEMBERS OF THE GENESEE COUNTY
BOARD OF COMMISSIONERS, GENESEE COUNTY, MICHIGAN

LADIES AND GENTLEMEN:

BE IT RESOLVED, by this Board of County Commissioners of Genesee County, Michigan, that the request by the Director of the Office of Senior Services to authorize approving the FY 2018/2019 Senior Center contract between Genesee County and Brennan Elm Park Senior Community Corporation, for the Brennan Senior Center, and approving the proposed budget amount of \$113,826.00 related to account 202.00.00.6895.57001.000, said budget amounts to be finalized following this Board's approval of the FY 2018/2019 County Budget, is approved (a copy of the memorandum request dated July 18, 2018, draft contract, and proposed budget being on file with the official records of the July 23, 2018, meeting of the Human Services Committee of this Board), and the Chairperson of this Board is authorized to execute the agreement on behalf of Genesee County.

HUMAN SERVICES COMMITTEE

H072318VIA1
BDM:bet
07-24-18
08-13-H01

H01

TO THE HONORABLE CHAIRPERSON AND MEMBERS OF THE GENESEE COUNTY BOARD OF COMMISSIONERS, GENESEE COUNTY, MICHIGAN

LADIES AND GENTLEMEN:

BE IT RESOLVED, by this Board of County Commissioners of Genesee County, Michigan, that the request by the Director of the Office of Senior Services to authorize approving the FY 2018/2019 Senior Center contract between Genesee County and the City of Burton, for the Burton Senior Center, and approving the proposed budget amount of \$170,255.00 related to account 202.00.00.6895.57000.000, said budget amounts to be finalized following this Board's approval of the FY 2018/2019 County Budget, is approved (a copy of the memorandum request dated July 18, 2018, draft contract, and proposed budget being on file with the official records of the July 23, 2018, meeting of the Human Services Committee of this Board), and the Chairperson of this Board is authorized to execute the agreement on behalf of Genesee County.

HUMAN SERVICES COMMITTEE

H072318VIA2

BDM:bet

07-24-18

08-13-H02

H02

TO THE HONORABLE CHAIRPERSON AND MEMBERS OF THE GENESEE COUNTY
BOARD OF COMMISSIONERS, GENESEE COUNTY, MICHIGAN

LADIES AND GENTLEMEN:

BE IT RESOLVED, by this Board of County Commissioners of Genesee County, Michigan, that the request by the Director of the Office of Senior Services to authorize approving the FY 2018/2019 Senior Center contract between Genesee County and the Carman-Ainsworth Senior Center Organization, for the Carman-Ainsworth Senior Center, and approving the proposed budget amount of \$170,255.00 related to account 202.00.00.6895.57003.000, said budget amounts to be finalized following this Board's approval of the FY 2018/2019 County Budget, is approved (a copy of the memorandum request dated July 18, 2018, draft contract, and proposed budget being on file with the official records of the July 23, 2018, meeting of the Human Services Committee of this Board), and the Chairperson of this Board is authorized to execute the agreement on behalf of Genesee County.

HUMAN SERVICES COMMITTEE

H072318VIA3
BDM:bet
07-24-18
08-13-H03

H03

TO THE HONORABLE CHAIRPERSON AND MEMBERS OF THE GENESEE COUNTY BOARD OF COMMISSIONERS, GENESEE COUNTY, MICHIGAN

LADIES AND GENTLEMEN:

BE IT RESOLVED, by this Board of County Commissioners of Genesee County, Michigan, that the request by the Director of the Office of Senior Services to authorize approving the FY 2018/2019 Senior Center contract between Genesee County and the Charter Township of Vienna, for the Clio Area Senior Center, and approving the proposed budget amount of \$170,255.00 related to account 202.00.00.6895.57006.000, said budget amounts to be finalized following this Board's approval of the FY 2018/2019 County Budget, is approved (a copy of the memorandum request dated July 18, 2018, draft contract, and proposed budget being on file with the official records of the July 23, 2018, meeting of the Human Services Committee of this Board), and the Chairperson of this Board is authorized to execute the agreement on behalf of Genesee County.

HUMAN SERVICES COMMITTEE

H072318VIA4

BDM:bet

07-25-18

08-13-H04

H04

TO THE HONORABLE CHAIRPERSON AND MEMBERS OF THE GENESEE COUNTY
BOARD OF COMMISSIONERS, GENESEE COUNTY, MICHIGAN

LADIES AND GENTLEMEN:

BE IT RESOLVED, by this Board of County Commissioners of Genesee County, Michigan, that the request by the Director of the Office of Senior Services to authorize approving the FY 2018/2019 Senior Center contract between Genesee County and the Davison Area Senior Center, and approving the proposed budget amount of \$170,255.00 related to account 202.00.00.6895.57009.000, said budget amounts to be finalized following this Board's approval of the FY 2018/2019 County Budget, is approved (a copy of the memorandum request dated July 18, 2018, draft contract, and proposed budget being on file with the official records of the July 23, 2018, meeting of the Human Services Committee of this Board), and the Chairperson of this Board is authorized to execute the agreement on behalf of Genesee County.

HUMAN SERVICES COMMITTEE

H072318VIA5

BDM:bet

07-25-18

08-13-H05

H05

TO THE HONORABLE CHAIRPERSON AND MEMBERS OF THE GENESEE COUNTY
BOARD OF COMMISSIONERS, GENESEE COUNTY, MICHIGAN

LADIES AND GENTLEMEN:

BE IT RESOLVED, by this Board of County Commissioners of Genesee County, Michigan, that the request by the Director of the Office of Senior Services to authorize approving the FY 2018/2019 Senior Center contract between Genesee County and the Eastside Senior Citizens Association, for the Eastside Senior Center, and approving the proposed budget amount of \$170,255.00 related to account 202.00.00.6895.57012.000, said budget amounts to be finalized following this Board's approval of the FY 2018/2019 County Budget, is approved (a copy of the memorandum request dated July 18, 2018, draft contract, and proposed budget being on file with the official records of the July 23, 2018, meeting of the Human Services Committee of this Board), and the Chairperson of this Board is authorized to execute the agreement on behalf of Genesee County.

HUMAN SERVICES COMMITTEE

H072318VIA6
BDM:bet
07-25-18
08-13-H06

H06

TO THE HONORABLE CHAIRPERSON AND MEMBERS OF THE GENESEE COUNTY
BOARD OF COMMISSIONERS, GENESEE COUNTY, MICHIGAN

LADIES AND GENTLEMEN:

BE IT RESOLVED, by this Board of County Commissioners of Genesee County, Michigan, that the request by the Director of the Office of Senior Services to authorize approving the FY 2018/2019 Senior Center contract between Genesee County and Flushing Area Senior Citizens, Inc., for the Flushing Senior Center, and approving the proposed budget amount of \$170,255.00 related to account 202.00.00.6895.57015.000, said budget amounts to be finalized following this Board's approval of the FY 2018/2019 County Budget, is approved (a copy of the memorandum request dated July 18, 2018, draft contract, and proposed budget being on file with the official records of the July 23, 2018, meeting of the Human Services Committee of this Board), and the Chairperson of this Board is authorized to execute the agreement on behalf of Genesee County.

HUMAN SERVICES COMMITTEE

H072318VIA7
BDM:bet
07-25-18
08-13-H07

H07

TO THE HONORABLE CHAIRPERSON AND MEMBERS OF THE GENESEE COUNTY
BOARD OF COMMISSIONERS, GENESEE COUNTY, MICHIGAN

LADIES AND GENTLEMEN:

BE IT RESOLVED, by this Board of County Commissioners of Genesee County, Michigan, that the request by the Director of the Office of Senior Services to authorize approving the FY 2018/2019 Senior Center contract between Genesee County and Forest Township Area Senior Center, Inc., for the Forest Township Area Senior Center, and approving the proposed budget amount of \$113,826.00 related to account 202.00.00.6895.57018.000, said budget amounts to be finalized following this Board's approval of the FY 2018/2019 County Budget, is approved (a copy of the memorandum request dated July 18, 2018, draft contract, and proposed budget being on file with the official records of the July 23, 2018, meeting of the Human Services Committee of this Board), and the Chairperson of this Board is authorized to execute the agreement on behalf of Genesee County.

HUMAN SERVICES COMMITTEE

H072318VIA8
BDM:bet
07-25-18
08-13-H08

H08

TO THE HONORABLE CHAIRPERSON AND MEMBERS OF THE GENESEE COUNTY
BOARD OF COMMISSIONERS, GENESEE COUNTY, MICHIGAN

LADIES AND GENTLEMEN:

BE IT RESOLVED, by this Board of County Commissioners of Genesee County, Michigan, that the request by the Director of the Office of Senior Services to authorize approving the FY 2018/2019 Senior Center contract between Genesee County and the Grand Blanc Parks and Recreation Commission, for the Grand Blanc Senior Center, and approving the proposed budget amount of \$170,255.00 related to account 202.00.00.6895.57009.000, said budget amounts to be finalized following this Board's approval of the FY 2018/2019 County Budget, is approved (a copy of the memorandum request dated July 18, 2018, draft contract, and proposed budget being on file with the official records of the July 23, 2018, meeting of the Human Services Committee of this Board), and the Chairperson of this Board is authorized to execute the agreement on behalf of Genesee County.

HUMAN SERVICES COMMITTEE

H072318VIA9
BDM:bet
07-25-18
08-13-H09

H09

TO THE HONORABLE CHAIRPERSON AND MEMBERS OF THE GENESEE COUNTY BOARD OF COMMISSIONERS, GENESEE COUNTY, MICHIGAN

LADIES AND GENTLEMEN:

BE IT RESOLVED, by this Board of County Commissioners of Genesee County, Michigan, that the request by the Director of the Office of Senior Services to authorize approving the FY 2018/2019 Senior Center contract between Genesee County and the Hasselbring Senior Center, and approving the proposed budget amount of \$113,826.00 related to account 202.00.00.6895.57024.000, said budget amounts to be finalized following this Board's approval of the FY 2018/2019 County Budget, is approved (a copy of the memorandum request dated July 18, 2018, draft contract, and proposed budget being on file with the official records of the July 23, 2018, meeting of the Human Services Committee of this Board), and the Chairperson of this Board is authorized to execute the agreement on behalf of Genesee County.

HUMAN SERVICES COMMITTEE

H072318VIA10

BDM:bet

07-25-18

08-13-H10

H10

TO THE HONORABLE CHAIRPERSON AND MEMBERS OF THE GENESEE COUNTY
BOARD OF COMMISSIONERS, GENESEE COUNTY, MICHIGAN

LADIES AND GENTLEMEN:

BE IT RESOLVED, by this Board of County Commissioners of Genesee County, Michigan, that the request by the Director of the Office of Senior Services to authorize approving the FY 2018/2019 Senior Center contract between Genesee County and the Heart of Senior Citizen Services, and approving the proposed budget amount of \$170,255.00 related to account 202.00.00.6895.57027.000, said budget amounts to be finalized following this Board's approval of the FY 2018/2019 County Budget, is approved (a copy of the memorandum request dated July 18, 2018, draft contract, and proposed budget being on file with the official records of the July 23, 2018, meeting of the Human Services Committee of this Board), and the Chairperson of this Board is authorized to execute the agreement on behalf of Genesee County.

HUMAN SERVICES COMMITTEE

H072318VIA11

BDM:bet

07-25-18

08-13-H11

H11

TO THE HONORABLE CHAIRPERSON AND MEMBERS OF THE GENESEE COUNTY BOARD OF COMMISSIONERS, GENESEE COUNTY, MICHIGAN

LADIES AND GENTLEMEN:

BE IT RESOLVED, by this Board of County Commissioners of Genesee County, Michigan, that the request by the Director of the Office of Senior Services to authorize approving the FY 2018/2019 Senior Center contract between Genesee County and Loose Senior Citizen Center, Inc. for the Loose Senior Center, and approving the proposed budget amount of \$170,255.00 related to account 202.00.00.6895.57030.000, said budget amounts to be finalized following this Board's approval of the FY 2018/2019 County Budget, is approved (a copy of the memorandum request dated July 18, 2018, draft contract, and proposed budget being on file with the official records of the July 23, 2018, meeting of the Human Services Committee of this Board), and the Chairperson of this Board is authorized to execute the agreement on behalf of Genesee County.

HUMAN SERVICES COMMITTEE

H072318VIA12

BDM:bet

07-25-18

08-13-H12

H12

TO THE HONORABLE CHAIRPERSON AND MEMBERS OF THE GENESEE COUNTY BOARD OF COMMISSIONERS, GENESEE COUNTY, MICHIGAN

LADIES AND GENTLEMEN:

BE IT RESOLVED, by this Board of County Commissioners of Genesee County, Michigan, that the request by the Director of the Office of Senior Services to authorize approving the FY 2018/2019 Senior Center contract between Genesee County and the Township of Montrose, for the Montrose Senior Center, and approving the proposed budget amount of \$113,826.00 related to account 202.00.00.6895.57036.000, said budget amounts to be finalized following this Board's approval of the FY 2018/2019 County Budget, is approved (a copy of the memorandum request dated July 18, 2018, draft contract, and proposed budget being on file with the official records of the July 23, 2018, meeting of the Human Services Committee of this Board), and the Chairperson of this Board is authorized to execute the agreement on behalf of Genesee County.

HUMAN SERVICES COMMITTEE

H072318VIA13

BDM:bet

07-25-18

08-13-H13

H13

TO THE HONORABLE CHAIRPERSON AND MEMBERS OF THE GENESEE COUNTY
BOARD OF COMMISSIONERS, GENESEE COUNTY, MICHIGAN

LADIES AND GENTLEMEN:

BE IT RESOLVED, by this Board of County Commissioners of Genesee County, Michigan, that the request by the Director of the Office of Senior Services to authorize approving the FY 2018/2019 Senior Center contract between Genesee County and Swartz Creek Area Senior Citizens, Inc., and approving the proposed budget amount of \$170,255.00 related to account 202.00.00.6895.57042.000, said budget amounts to be finalized following this Board's approval of the FY 2018/2019 County Budget, is approved (a copy of the memorandum request dated July 18, 2018, draft contract, and proposed budget being on file with the official records of the July 23, 2018, meeting of the Human Services Committee of this Board), and the Chairperson of this Board is authorized to execute the agreement on behalf of Genesee County.

HUMAN SERVICES COMMITTEE

H072318VIA14
BDM:bet
07-25-18
08-13-H14

H14

TO THE HONORABLE CHAIRPERSON AND MEMBERS OF THE GENESEE COUNTY
BOARD OF COMMISSIONERS, GENESEE COUNTY, MICHIGAN

LADIES AND GENTLEMEN:

BE IT RESOLVED, by this Board of County Commissioners of Genesee County, Michigan, that the request by the Director of the Office of Senior Services to authorize approving the FY 2018/2019 Senior Center contract between Genesee County and the Township of Thetford, for the Thetford Senior Center, and approving the proposed budget amount of \$113,826.00 related to account 202.00.00.6895.57045.000, said budget amounts to be finalized following this Board's approval of the FY 2018/2019 County Budget, is approved (a copy of the memorandum request dated July 18, 2018, draft contract, and proposed budget being on file with the official records of the July 23, 2018, meeting of the Human Services Committee of this Board), and the Chairperson of this Board is authorized to execute the agreement on behalf of Genesee County.

HUMAN SERVICES COMMITTEE

H072318VIA15

BDM:bet

07-25-18

08-13-H15

H15

TO THE HONORABLE CHAIRPERSON AND MEMBERS OF THE GENESEE COUNTY BOARD OF COMMISSIONERS, GENESEE COUNTY, MICHIGAN

LADIES AND GENTLEMEN:

BE IT RESOLVED, by this Board of County Commissioners of Genesee County, Michigan, that the request by the Director of the Office of Senior Services to authorize entering into the FY 2018/2019 Service Provider Contract between Genesee County and the Alzheimer's Association—Greater Michigan Chapter, Central Michigan Region, for the proposed budget of \$293,053.00, related to account 202.00.00.6895.57052.000, said budget to be finalized following this Board's approval of the FY 2018/2019 County budget, is approved (a copy of the memorandum request dated July 18, 2018, and draft contracts being on file with the official records of the July 23, 2018, meeting of the Human Services Committee of this Board), and the Chairperson of this Board is authorized to execute the service provider contract on behalf of Genesee County.

HUMAN SERVICES COMMITTEE

H072318VIA16
BDM:bet
07-24-18
08-13-H16

H16

TO THE HONORABLE CHAIRPERSON AND MEMBERS OF THE GENESEE COUNTY BOARD OF COMMISSIONERS, GENESEE COUNTY, MICHIGAN

LADIES AND GENTLEMEN:

BE IT RESOLVED, by this Board of County Commissioners of Genesee County, Michigan, that the request by the Director of the Office of Senior Services to authorize entering into the FY 2018/2019 Service Provider Contract between Genesee County and the Family Service Agency of Mid Michigan, for Guardianship and Conservatorship Services, for the proposed budget of \$124,200.00, related to account 202.00.00.6895.57091.000, said budget to be finalized following this Board's approval of the FY 2018/2019 County budget, is approved (a copy of the memorandum request dated July 18, 2018, and draft contracts being on file with the official records of the July 23, 2018, meeting of the Human Services Committee of this Board), and the Chairperson of this Board is authorized to execute the service provider contract on behalf of Genesee County.

HUMAN SERVICES COMMITTEE

H072318VIA17
BDM:bet
08-06-18
08-13-H17

H17

TO THE HONORABLE CHAIRPERSON AND MEMBERS OF THE GENESEE COUNTY BOARD OF COMMISSIONERS, GENESEE COUNTY, MICHIGAN

LADIES AND GENTLEMEN:

BE IT RESOLVED, by this Board of County Commissioners of Genesee County, Michigan, that the request by the Director of the Office of Senior Services to authorize entering into the FY 2018/2019 Service Provider Contract between Genesee County and the Family Service Agency of Mid Michigan, for In-Home Personal Care and Homemaking Services, for the proposed budget of \$890,925.00, related to account 202.00.00.6895.57092.000, said budget to be finalized following this Board's approval of the FY 2018/2019 County budget, is approved (a copy of the memorandum request dated July 18, 2018, and draft contracts being on file with the official records of the July 23, 2018, meeting of the Human Services Committee of this Board), and the Chairperson of this Board is authorized to execute the service provider contract on behalf of Genesee County.

HUMAN SERVICES COMMITTEE

H072318VIA18
BDM:bet
08-06-18
08-13-H18

H18

TO THE HONORABLE CHAIRPERSON AND MEMBERS OF THE GENESEE COUNTY BOARD OF COMMISSIONERS, GENESEE COUNTY, MICHIGAN

LADIES AND GENTLEMEN:

BE IT RESOLVED, by this Board of County Commissioners of Genesee County, Michigan, that the request by the Director of the Office of Senior Services to authorize entering into the FY 2018/2019 Service Provider Memorandum of Understanding (“MOU”) between Genesee County and the Genesee County Community Action Resource Department (“GCCARD”), for Congregate Meals, for the proposed budget of \$265,893.00, related to account 202.00.00.6895.57060.000, said budget to be finalized following this Board’s approval of the FY 2018/2019 County budget, is approved (a copy of the memorandum request dated July 18, 2018, and draft contracts being on file with the official records of the July 23, 2018, meeting of the Human Services Committee of this Board), and both the Executive Director of GCCARD and the Chairperson of this Board are authorized to execute the service provider MOU on behalf of Genesee County.

HUMAN SERVICES COMMITTEE

H072318VIA19
BDM:bet
08-06-18
08-13-H19

H19

TO THE HONORABLE CHAIRPERSON AND MEMBERS OF THE GENESEE COUNTY BOARD OF COMMISSIONERS, GENESEE COUNTY, MICHIGAN

LADIES AND GENTLEMEN:

BE IT RESOLVED, by this Board of County Commissioners of Genesee County, Michigan, that the request by the Director of the Office of Senior Services to authorize entering into the FY 2018/2019 Service Provider Memorandum of Understanding (“MOU”) between Genesee County and the Genesee County Community Action Resource Department (“GCCARD”), for Home Delivered Meals, for the proposed budget of \$1,164,203.00, related to account 202.00.00.6895.57066.000, said budget to be finalized following this Board’s approval of the FY 2018/2019 County budget, is approved (a copy of the memorandum request dated July 18, 2018, and draft contracts being on file with the official records of the July 23, 2018, meeting of the Human Services Committee of this Board), and both the Executive Director of GCCARD and the Chairperson of this Board are authorized to execute the service provider MOU on behalf of Genesee County.

HUMAN SERVICES COMMITTEE

H072318VIA20
BDM:bet
08-06-18
08-13-H20

H20

TO THE HONORABLE CHAIRPERSON AND MEMBERS OF THE GENESEE COUNTY BOARD OF COMMISSIONERS, GENESEE COUNTY, MICHIGAN

LADIES AND GENTLEMEN:

BE IT RESOLVED, by this Board of County Commissioners of Genesee County, Michigan, that the request by the Director of the Office of Senior Services to authorize entering into the FY 2018/2019 Service Provider Memorandum of Understanding (“MOU”) between Genesee County and the Office of the Genesee County Probate Court, for Elder Abuse and Exploitation Prevention Services, for the proposed budget of \$85,847.00, related to account 202.00.00.6895.90165.000, said budget to be finalized following this Board’s approval of the FY 2018/2019 County budget, is approved (a copy of the memorandum request dated July 18, 2018, and draft contracts being on file with the official records of the July 23, 2018, meeting of the Human Services Committee of this Board), and both the Chief Judge and the Chairperson of this Board are authorized to execute the service provider MOU on behalf of Genesee County.

HUMAN SERVICES COMMITTEE

H072318VIA21
BDM:bet
08-06-18
08-13-H21

H21

TO THE HONORABLE CHAIRPERSON AND MEMBERS OF THE GENESEE COUNTY
BOARD OF COMMISSIONERS, GENESEE COUNTY, MICHIGAN

LADIES AND GENTLEMEN:

BE IT RESOLVED, by this Board of County Commissioners of Genesee County, Michigan, that the request by the Director of the Office of Senior Services to authorize entering into the FY 2018/2019 Service Provider Memorandum of Understanding (“MOU”) between Genesee County and the Office of the Genesee County Prosecuting Attorney, for Elder Abuse and Exploitation Prevention Services, for the proposed budget of \$53,200.00, related to account 202.00.00.6895.90165.000, said budget to be finalized following this Board’s approval of the FY 2018/2019 County budget, is approved (a copy of the memorandum request dated July 18, 2018, and draft contracts being on file with the official records of the July 23, 2018, meeting of the Human Services Committee of this Board), and both the Prosecuting Attorney and the Chairperson of this Board are authorized to execute the service provider MOU on behalf of Genesee County.

HUMAN SERVICES COMMITTEE

H072318VIA22
BDM:bet
08-06-18
08-13-H22

H22

TO THE HONORABLE CHAIRPERSON AND MEMBERS OF THE GENESEE COUNTY
BOARD OF COMMISSIONERS, GENESEE COUNTY, MICHIGAN

LADIES AND GENTLEMEN:

BE IT RESOLVED, by this Board of County Commissioners of Genesee County, Michigan, that the request by the Director of the Office of Senior Services to authorize entering into the FY 2018/2019 Service Provider Memorandum of Understanding (“MOU”) between Genesee County and the Office of the Genesee County Sheriff, for Elder Abuse and Exploitation Prevention Services, for the proposed budget of \$248,314.00, related to account 202.00.00.6895.90165.000, said budget to be finalized following this Board’s approval of the FY 2018/2019 County budget, is approved (a copy of the memorandum request dated July 18, 2018, and draft contracts being on file with the official records of the July 23, 2018, meeting of the Human Services Committee of this Board), and both Sheriff and the Chairperson of this Board are authorized to execute the service provider MOU on behalf of Genesee County.

HUMAN SERVICES COMMITTEE

H072318VIA23
BDM:bet
08-06-18
08-13-H23

H23

TO THE HONORABLE CHAIRPERSON AND MEMBERS OF THE GENESEE COUNTY
BOARD OF COMMISSIONERS, GENESEE COUNTY, MICHIGAN

LADIES AND GENTLEMEN:

BE IT RESOLVED, by this Board of County Commissioners of Genesee County, Michigan, that the request by the Director of the Office of Senior Services to authorize entering into the FY 2018/2019 Service Provider Contract between Genesee County and Legal Services of Eastern Michigan, for the proposed budget of \$82,500.00, related to account 202.00.00.6895.57120.000, said budget to be finalized following this Board's approval of the FY 2018/2019 County budget, is approved (a copy of the memorandum request dated July 18, 2018, and draft contracts being on file with the official records of the July 23, 2018, meeting of the Human Services Committee of this Board), and the Chairperson of this Board is authorized to execute the service provider contract on behalf of Genesee County.

HUMAN SERVICES COMMITTEE

H072318VIA24

BDM:bet

08-06-18

08-13-H24

H24

TO THE HONORABLE CHAIRPERSON AND MEMBERS OF THE GENESEE COUNTY
BOARD OF COMMISSIONERS, GENESEE COUNTY, MICHIGAN

LADIES AND GENTLEMEN:

BE IT RESOLVED, by this Board of County Commissioners of Genesee County, Michigan, that the request by the Director of the Office of Senior Services to authorize entering into the FY 2018/2019 Service Provider Contract between Genesee County and Michigan Community Services, Inc., to provide adult day care services, for the proposed budget of \$256,290.00, related to account 202.00.00.6895.57124.000, said budget to be finalized following this Board's approval of the FY 2018/2019 County budget, is approved (a copy of the memorandum request dated July 18, 2018, and draft contracts being on file with the official records of the July 23, 2018, meeting of the Human Services Committee of this Board), and the Chairperson of this Board is authorized to execute the service provider contract on behalf of Genesee County.

HUMAN SERVICES COMMITTEE

H072318VIA25

BDM:bet

08-06-18

08-13-H25

H25

TO THE HONORABLE CHAIRPERSON AND MEMBERS OF THE GENESEE COUNTY
BOARD OF COMMISSIONERS, GENESEE COUNTY, MICHIGAN

LADIES AND GENTLEMEN:

BE IT RESOLVED, by this Board of County Commissioners of Genesee County, Michigan, that the request by the Director of the Office of Senior Services to authorize entering into the FY 2018/2019 Service Provider Contract between Genesee County and Michigan Community Services, Inc., for in-home respite services, for the proposed budget of \$161,092.00, related to account 202.00.00.6895.57125.000, said budget to be finalized following this Board's approval of the FY 2018/2019 County budget, is approved (a copy of the memorandum request dated July 18, 2018, and draft contracts being on file with the official records of the July 23, 2018, meeting of the Human Services Committee of this Board), and the Chairperson of this Board is authorized to execute the service provider contract on behalf of Genesee County.

HUMAN SERVICES COMMITTEE

H072318VIA26

BDM:bet

08-06-18

08-13-H26

H26

TO THE HONORABLE CHAIRPERSON AND MEMBERS OF THE GENESEE COUNTY BOARD OF COMMISSIONERS, GENESEE COUNTY, MICHIGAN

LADIES AND GENTLEMEN:

BE IT RESOLVED, by this Board of County Commissioners of Genesee County, Michigan, that the request by the Director of the Office of Senior Services to authorize entering into the FY 2018/2019 Service Provider Contract between Genesee County and the Valley Area Agency on Aging, for meal audits, for the proposed budget of \$11,000.00, related to account 202.00.00.6895.57139.000, said budget to be finalized following this Board's approval of the FY 2018/2019 County budget, is approved (a copy of the memorandum request dated July 18, 2018, and draft contracts being on file with the official records of the July 23, 2018, meeting of the Human Services Committee of this Board), and the Chairperson of this Board is authorized to execute the service provider contract on behalf of Genesee County.

HUMAN SERVICES COMMITTEE

H072318VIA27

BDM:bet

08-06-18

08-13-H27

H27

TO THE HONORABLE CHAIRPERSON AND MEMBERS OF THE GENESEE COUNTY BOARD OF COMMISSIONERS, GENESEE COUNTY, MICHIGAN

LADIES AND GENTLEMEN:

BE IT RESOLVED, by this Board of County Commissioners of Genesee County, Michigan, that the request by the Director of the Office of Senior Services to authorize entering into the FY 2018/2019 Service Provider Contract between Genesee County and the Valley Area Agency on Aging (“VAAA”), said contract being for the purpose of providing funding to VAAA for its administration and operation, in the proposed budget amount of \$10,000.00 related to account 202.00.00.6895.57140.000, said funding being contingent on the creation of an additional Commissioner representative on the VAAA Board of Directors, said budget to be finalized following this Board’s approval of the FY 2018/2019 County budget, is approved (a copy of the memorandum request dated July 18, 2018, and draft contracts being on file with the official records of the July 23, 2018, meeting of the Human Services Committee of this Board), and the Chairperson of this Board is authorized to execute the service provider contract on behalf of Genesee County.

HUMAN SERVICES COMMITTEE

H072318VIA28
BDM:bet
08-06-18
08-13-H28

H28

TO THE HONORABLE CHAIRPERSON AND MEMBERS OF THE GENESEE COUNTY BOARD OF COMMISSIONERS, GENESEE COUNTY, MICHIGAN

LADIES AND GENTLEMEN:

BE IT RESOLVED, by this Board of County Commissioners of Genesee County, Michigan, that the request by the Executive Director of the Genesee County Community Action Resource Department (“GCCARD”) to authorize amending the LCA 16-25012 contract between Genesee County and the State of Michigan Department of Health and Human Services, said amendment being necessary to extend the term of the contract through September 30, 2019, to have GCCARD serve as a navigation site to coordinate resources and reduce barriers for Genesee County clients, and to allow GCCARD to spend the balance of the grant funds to continue to provide fuel assistance to low-income Genesee County residents, is approved (a copy of the memorandum request dated August 13, 2018, and supporting documents to be placed on file with the official records of the July 23, 2018, meeting of the Human Services Committee of this Board), and the Chairperson of this Board is authorized to execute the contract amendment on behalf of Genesee County.

HUMAN SERVICES COMMITTEE
(on agenda with consent of Committee and Board Chairpersons)

H_____

BDM:bet

08-09-18

08-13-H29

H29

TO THE HONORABLE CHAIRPERSON AND MEMBERS OF THE GENESEE COUNTY BOARD OF COMMISSIONERS, GENESEE COUNTY, MICHIGAN

LADIES AND GENTLEMEN:

BE IT RESOLVED, by this Board of County Commissioners of Genesee County, Michigan, that the request by the Executive Director of the Genesee County Community Action Resource Department to authorize the 19th amendment to the Community Service Block Grant Agreement No. CSBG14-25012 between Genesee County and the Michigan Department of Health and Human Services, Bureau of Community Action and Economic Opportunity, said amendment being necessary to extend the agreement through September 30, 2019, and uploading the associated budget, is approved (a copy of the memorandum request dated August 13, 2018, and supporting documents to be placed on file with the official records of the July 23, 2018, meeting of the Human Services Committee of this Board), and the Chairperson of this Board is authorized to execute the contract amendment on behalf of Genesee County.

HUMAN SERVICES COMMITTEE
(on agenda with consent of Committee and Board Chairpersons)

H _____
BDM:bet
08-09-18
08-13-H30

H30

TO THE HONORABLE CHAIRPERSON AND MEMBERS OF THE GENESEE COUNTY BOARD OF COMMISSIONERS, GENESEE COUNTY, MICHIGAN

LADIES AND GENTLEMEN:

BE IT RESOLVED, by this Board of County Commissioners of Genesee County, Michigan, that the request by the Board & Capital Projects Coordinator to authorize utilizing DCC Construction as the contractor and Kentwood Furniture for the furniture for the Friend of the Court Renovation Project at the McCree Building at a total cost not to exceed \$4,598,221.00 to be paid from accounts 215.00.00.1420.65045.000 (Construction), 215.00.00.1420.65105.000 (Computer), and 215.00.00.1420.65180.000 (Furniture), with an additional appropriation from the General Fund being necessary in the 2018-19 fiscal year budget to account for the difference between project cost and project available funds, with said amount to be reimbursed under the IV-D Program at a 66% rate, is approved (a copy of the memorandum request dated July 24, 2018, proposal, bid, and supporting documents being on file with the official records of the July 30, 2018, meeting of the Public Works Committee of this Board), and the Chairperson of this Board is authorized to execute the contracts on behalf of Genesee County.

PUBLIC WORKS COMMITTEE

P073018VIIA
BDM:bet
08-06-18
08-13-P01

P01

TO THE HONORABLE CHAIRPERSON AND MEMBERS OF THE GENESEE COUNTY
BOARD OF COMMISSIONERS, GENESEE COUNTY, MICHIGAN

LADIES AND GENTLEMEN:

BE IT RESOLVED, by this Board of County Commissioners of Genesee County, Michigan, that the request by the Acting Parks and Recreation Director to authorize a Sole Source Procurement and Professional Service Contract between Genesee County and Railroad Specialties, LLC, Brian Osmer, to provide general supervision, coordination, and scheduling of Parks staff, the cost of said contract not to exceed a total of \$74,480.00, at a rate of \$38.00 per hour, to be paid from fund 208.00.00.7700.46275.000, is approved (a copy of the memorandum request dated July 30, 2018, and contract being on file with the official records of the July 30, 2018, meeting of the Public Works Committee of this Board), and the Chairperson of this Board is authorized to execute the contract on behalf of Genesee County.

PUBLIC WORKS COMMITTEE

P073018VIIB
BDM:bet
08-06-18
08-13-P02

P02

TO THE HONORABLE CHAIRPERSON AND MEMBERS OF THE GENESEE COUNTY
BOARD OF COMMISSIONERS, GENESEE COUNTY, MICHIGAN

LADIES AND GENTLEMEN:

BE IT RESOLVED, by this Board of County Commissioners of Genesee County, Michigan, that the request by the Acting Parks and Recreation Director to authorize an expenditure in an amount not to exceed \$22,182.00 to MMP Professional Companies for exterior improvements to the Buzzell House, said expenditure to be paid from fund 208.00.00.7700.43035.000, is approved (a copy of the memorandum request dated July 30, 2018, and supporting documents being on file with the official records of the July 30, 2018, meeting of the Public Works Committee of this Board).

PUBLIC WORKS COMMITTEE

P073018VIIC
BDM:bet
08-07-18
08-13-P03

P03



Resolution

WHEREAS, it is a pleasure to pay special tribute to Casey McLaughlin-Smith and honor him for creating and fostering a safe community in Fenton and the surrounding areas; and

WHEREAS, Casey McLaughlin-Smith is a July, 2018 graduate of the 134th Michigan State Trooper Recruit School and has been assigned to the Flint Post; and

WHEREAS, it is a tremendous accomplishment to meet the requirements set forth by the Michigan State Police during their academy and to graduate from that academy and become a Michigan State Police Trooper serving the residents of this great State; and

WHEREAS, your willingness to create and maintain a safe environment for our residents demonstrates a commitment to our community and creates an atmosphere of community; and

WHEREAS, public service in law enforcement is a noble cause as Sidney Sheldon said, "My heroes are those who risk their lives every day to protect our world and make it a better place"; and

WHEREAS, great communities are created because people are attracted by the feeling of safeness and security that are offered to them; and

WHEREAS, this Board recognizes and acknowledges your strong commitment to creating a safe environment for families and the community.

NOW, THEREFORE, BE IT RESOLVED, that this Board of County Commissioners of Genesee County, Michigan, on a motion by Commissioner Drew Shapiro, supported by Commissioner David W. Martin, does hereby laud, applaud, and congratulate:

CASEY MCLAUGHLIN-SMITH

for **creating a** and fostering a safe community environment in Fenton and the surrounding area.



DREW SHAPIRO, DISTRICT 6
BOARD OF COMMISSIONERS
GENESEE COUNTY, MICHIGAN

DAVID W. MARTIN, DISTRICT 9
BOARD OF COMMISSIONERS
GENESEE COUNTY, MICHIGAN



Resolution

WHEREAS, it is with great honor and respect that we pay posthumous tribute to William A. "Bill" Wilson who touched the lives of many. Bill passed away on Tuesday, June 26, 2018; and

WHEREAS, Bill was born on March 20, 1985 in Flint, Michigan; the son of Alan Wayne Wilson and Venita Rae Evans; and

WHEREAS, Bill was a 2003 graduate of Lake Fenton High School and attended Michigan Tech University. He graduated from Cyber Security with a GPA of 4.25; and

WHEREAS, Bill enjoyed and was involved in the Renaissance Festival, boating and kayaking on Lake Ponemah; and

WHEREAS, Bill leaves to cherish his memory, his father, Alan Wilson; his mother, Venita (Marty) Johnson; and his brother, Theron Wilson; and

WHEREAS, we are comforted by the words of Ralph Waldo Emerson knowing that "it is the secret of the world that all things subsist and do not die, but retire a little from sight and afterwards return again." Bill's spirit is here with us continuing to push us onward to help others work through their struggles.

NOW, THEREFORE, BE IT RESOLVED, that this Board of County Commissioners of Genesee County, Michigan, on a motion by Commissioner Drew Shapiro, supported by Commissioner David W. Martin, does hereby offer this posthumous resolution to the memory of:

WILLIAM A. "BILL" WILSON



DREW SHAPIRO, DISTRICT 6
BOARD OF COMMISSIONERS
GENESEE COUNTY, MICHIGAN

DAVID W. MARTIN, DISTRICT 9
BOARD OF COMMISSIONERS
GENESEE COUNTY, MICHIGAN



Resolution

WHEREAS, it is a pleasure to pay special tribute to Red Fox Outfitters and honor them for creating and fostering a successful business atmosphere in Fenton and the surrounding area; and

WHEREAS, Fenton and the surrounding area is a prosperous and desirable place to live and raise a family; and

WHEREAS, great communities are created because people are attracted by the businesses and amenities that are offered to them; and

WHEREAS, business leaders willing to sacrifice and struggle to build a reputation of success are the backbone of small towns; and

WHEREAS, your leadership in Fenton and the surrounding area has demonstrated commitment to this community and created an atmosphere that has attracted people to stake their own claim for the future; and

WHEREAS, this Board recognizes and acknowledges your strong commitment to creating a successful business for your family and community.

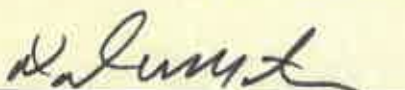
NOW, THEREFORE, BE IT RESOLVED, that this Board of County Commissioners of Genesee County, Michigan, on a motion by Commissioner Drew Shapiro, supported by Commissioner **David W. Martin**, does hereby laud and applaud:

RED FOX OUTFITTERS

for creating a successful business atmosphere in Fenton and the surrounding area.




DREW SHAPIRO, DISTRICT 6
BOARD OF COMMISSIONERS
GENESEE COUNTY, MICHIGAN


DAVID W. MARTIN, DISTRICT 9
BOARD OF COMMISSIONERS
GENESEE COUNTY, MICHIGAN



Proclamation

WHEREAS, September 10th is World Suicide Prevention Day; and

WHEREAS, suicide is a serious public health problem that affects people of all ages. It is the 10th leading cause of death for Americans and has been among the top 12 leading causes of death since 1975 in the United States; and

WHEREAS, nearly 43,000 American die by suicide every year. An American dies by suicide every 12.3 minutes; and

WHEREAS, in 2016 in Michigan, 1,364 people committed suicide, a 40% increase from 1999. Of those who committed suicide from 1999-2016, 54% did not have a known or reported mental health issue per the CDC; and

WHEREAS, in Genesee County, 900 suicides have occurred from 1999-2016; a rate of 11.6 per 100,000 people; and


WHEREAS, on June 26, 2018, the statistics became all too familiar for Theron Wilson's family when his brother Bill took his own life. Now, the Wilson family has begun raising funds for Michigan Association for Suicide Prevention. So far, they have raised over \$26,000.

NOW THEREFORE, BE IT RESOLVED, on a motion by Commissioner Shapiro, seconded by Commissioner Ellenburg, that the Genesee County Board of Commissioners do hereby Proclaim **September 10, 2018** as:

GENESEE COUNTY MENTAL HEALTH & SUICIDE PREVENTION DAY

We sincerely thank Theron Wilson and his family for raising funds for the Michigan Association for Suicide Prevention and bringing awareness to suicide prevention.




MARK YOUNG, CHAIRMAN
BOARD OF COMMISSIONERS


BRYANT W. NOLDEN, DISTRICT 1
BOARD OF COMMISSIONERS

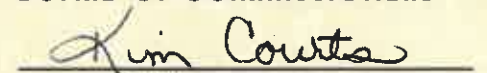

ELLEN ELLENBURG, DISTRICT 3
BOARD OF COMMISSIONERS


DREW SHAPIRO, DISTRICT 6
BOARD OF COMMISSIONERS


DAVID W. MARTIN, DISTRICT 9
BOARD OF COMMISSIONERS


TED HENRY, VICE CHAIRPERSON
BOARD OF COMMISSIONERS


BRENDA CLACK, DISTRICT 2
BOARD OF COMMISSIONERS


KIM COURTS, DISTRICT 4
BOARD OF COMMISSIONERS


MARTIN COUSINEAU, DISTRICT 7
BOARD OF COMMISSIONERS