

# **AGREEMENT**

Between

**GENESEE COUNTY BOARD OF COMMISSIONERS**

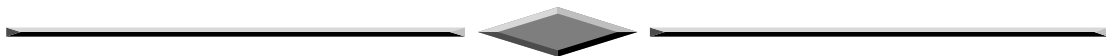
and

**SEVENTH JUDICIAL CIRCUIT COURT**

and

**JUDICIAL ADMINISTRATIVE SECRETARIES**

**Effective: December 13, 2005 - December 31, 2010**



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## **AGREEMENT**

This Agreement entered into under Act 379, Public Acts of Michigan, as amended in 1965, between the Genesee County Board of Commissioners and the 7th Judicial Circuit Court (hereinafter jointly referred to as "Employer"), and the Judicial Administrative Secretaries' Union (hereinafter referred to as "Union") expresses all mutually agreed covenants between the parties hereto.

## **PREAMBLE**

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

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

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

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

## **ARTICLE I - RECOGNITION - EMPLOYEES COVERED**

### *Section 1 - Bargaining Unit*

The Employer does hereby recognize the Judicial Administrative Secretaries' Union as the exclusive representative for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment for all regularly scheduled Judicial Administrative Secretaries employed by the Seventh Judicial Circuit Court excluding temporary and all other employees.

### *Section 2 - Membership*

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

### Section 3 - Powers of the Court

- a. The parties recognize the constitutional, statutory and inherent powers of the Court to manage its affairs, to administer justice and to run the business of the Courts. A Judicial Administrative Secretary serves at the will of the individual Judge for whom he/she works.
- b. The parties recognize that Judges must have confidence in their secretaries and as such agree that newly appointed Judges may replace their present secretaries and hire in their place anyone who possesses the qualifications required irrespective of any other provisions of this Agreement to the contrary. Further, secretarial vacancies for existing Judges may be filled by the Employer without regard to any provisions of this Agreement.
- c. If any employee is replaced under the above provisions, the employee shall be considered by the Human Resources Department for vacant equal or lower paying positions for which the employee is qualified. The employee will be permitted to apply for vacant higher paying positions as if the employee was working.
- d. Any employee who returns to work as a Judicial Administrative Secretary within twenty-four (24) months after being replaced pursuant to paragraph "b" above, shall retain the seniority he/she had at the time he/she was replaced.

## **ARTICLE II - EMPLOYEE, UNION AND EMPLOYER RIGHTS**

### Section 1 - Public Acts

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

### Section 2 - Employer Rights

The Employer, on its own behalf and on behalf of the public it serves, hereby retains and reserves unto itself, and its designated representatives when so delegated by it, all powers, rights, duties and responsibilities conferred upon and vested in it by the laws and Constitution of the State of Michigan and the United States. Among the rights of the Employer, included only by way of illustration and not by way of limitation, is the right to determine all matters pertaining to the services to be furnished and the methods, procedures, means, equipment and machines to provide such service; to determine the size of the work force and to increase and decrease the number of employees retained; to hire new employees; to determine the nature and number of facilities and departments and their location; to adopt, modify, change or alter its budget; to establish classifications of work; to combine or reorganize any part or all of its operations; to maintain order and efficiency; to study and use improved methods and equipment and outside assistance either in or out of the Employer's facilities; to direct the work force; to assign work and determine the location of work



assignments and related work to be performed; to determine the number of employees to be assigned to operations; to select employees for promotion or transfer to supervisory or other positions; to determine the number of supervisors; to make judgments regarding skill and ability and the qualifications and competency of employees; to establish training requirements for purposes of maintaining or improving the professional skills of employees and for advancement. The Employer shall also have the right to suspend, discipline or discharge employees; to follow an orderly procedure to transfer, layoff and recall personnel; to establish reasonable work rules and to fix and determine penalties for violations of such rules; to establish and change work schedules and hours; to provide and assign relief personnel; and to continue and maintain its operations as in the past, provided, however, that these rights shall not be exercised in violation of any specific provision of this Agreement.

### Section 3 - Practices

It is not the intent of this Agreement to abridge or amend any mutually satisfactory practice currently in effect with regard to wages, hours and other terms and conditions of employment, which is not superseded or prohibited by the provisions of the Agreement. However, it is further recognized that such practices may be subjected to modification or termination by the Employer due to new or differing modes of operation, economic feasibility, or other changing conditions.

## **ARTICLE III - UNION REPRESENTATION**

### Section 1 - Stewards

The bargaining unit shall be represented by a Steward and an alternate Steward who are members of the bargaining unit. During the absence of a Steward, the alternate Steward shall act.

### Section 2 - Identification of Union Representatives

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

### Section 3 - Bargaining Committee

Employees will be represented by a bargaining committee of two (2). The Bargaining Committee will not lose pay for time spent in contract negotiations.

## **ARTICLE IV - SPECIAL CONFERENCES**

### Section 1 - Procedure

Special Conferences for important matters will be arranged between the Steward and the Human Resources Director and the affected Judge, or their designated representatives, upon the request of either party.

### Section 2 - Representatives

Such meetings shall have no more than two (2) representatives of the Union and no more than two (2) representatives of the Employer. Additional members may be in attendance at those conferences by mutual consent.

Arrangements for each Special Conference shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented in writing at the time the conference is requested.

Special Conferences shall be held at a mutually agreed upon time and shall be limited to one (1) hour duration unless extended by the parties. The members of the Union will not lose pay for time spent during regular working hours in the Special Conference.

### Section 3 - Scheduling

Special Conferences shall be scheduled within ten (10) working days after the receipt of the request, unless mutually agreed to extend this time limit. The Union representatives may meet at a place designated on the Employer's property for one-half (1/2) hour preceding the conference.

## **ARTICLE V - LEAVES OF ABSENCE**

### Section 1 - Procedure for Requesting Leaves

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

Failure to return to work on the date scheduled shall be cause for termination.

A further extension beyond the return date designated on the original leave of absence may be granted provided written application for such extension, containing the reason for the extension and the exact revised date on which the employee is to return to work, is made at least ten (10) calendar days prior to the expiration date of the original leave of absence except in those instances where it

is not possible to meet the ten (10) calendar day requirement; and provided such extension is consistent with any specific eligibility and time limit requirements listed in the following sections dealing with that specific leave; and provided such extension is approved by the affected Judge.

Approval or denial shall be furnished in writing to the employee by the affected Judge. Prior to the approval or denial a thorough investigation be conducted wherever possible.

It is understood by the parties that leaves of absence are to be used for the purpose intended and employees shall make their intent known when applying for such leaves.

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

### Section 2 - Military Leave

- a. Any employee shall be granted an unpaid military leave of absence if they are currently employed by the Employer in other than a temporary position and are inducted into the Armed Forces of the United States, either voluntarily or involuntarily, or a paid military leave of absence if they are called to active service as members of a Reserve Component for the purpose of training for a period of time not to exceed ten (10) working days.
- b. Employees inducted into the Armed Forces of the United States either voluntarily or involuntarily, shall, upon completion of such service, be reinstated to their former position or to a position of like seniority, status and pay providing that the individual does not serve for more than four (4) years plus a one (1) year additional voluntary extension of active duty if this additional service is at the request and for the convenience of the Government (and plus any involuntary service) and further providing that the individual be honorably discharged and be mentally and physically qualified to perform the former position or if he/she is disabled during military service and cannot perform the duties of the former position, the employee may be entitled to the nearest comparable job they are qualified to perform. Application for re-employment must be made within ninety (90) calendar days after completion of military service or from hospitalization continuing after discharge for a period of not more than one (1) year.

- c. Employees who are members of a Reserve Component in the military service and are called to active duty for the purpose of training, shall be entitled to a leave of absence in addition to their annual vacation leave from their respective duties. Employees shall be paid the difference between all military compensation paid to the employee excluding travel allowance for a period of time and their regular wage for the same period of time not to exceed ten (10) working days in any calendar year. To receive such payment, employees must present verification of 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, nor will the employee receive any benefits other than insurance coverage for additional time required to be taken under this section.
- d. Employees, who are called for a pre-induction physical for the Armed Services, are to be granted pay for the day of the physical. Employees must request personal time or time without pay for time other than the day the physical is actually given or any succeeding physicals that may be required.
- 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 "c".
- f. Employees other than Reservists as outlined in Section "c" who return from military leave shall commence to accrue benefits at the levels they would have received had they not entered service provided they meet all the provisions contained herein.

In no case shall employees, other than those outlined in sub-section "c" above, continue to accrue benefits while on military leave.

### Section 3 - Jury Duty Leave

- a. Any employee other than a temporary employee shall be granted a leave of absence with pay when they are required to report for jury duty. The employee shall give the Employer prior notification of their jury duty if at all possible. Employees shall be paid the difference between any jury duty compensation they receive and their regular wages for time necessarily spent in jury 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 Employer with exception of those funds allocated for mileage. However, employees who complete such duty prior to the end of the workday shall return to their regular workstation for the remainder of the workday.
- b. Employees eligible to receive insurance benefits shall continue to receive those benefits while on jury duty leave. 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.

#### Section 4 - Court Leave

- a. 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 Employer prior notification of their Court appearance if at all possible. Employees shall be paid on the next regularly scheduled payday for each full day of court leave, after endorsing the fees check to the Employer, with the exception of those funds allocated for mileage.
- b. Employees eligible to receive insurance benefits shall continue to receive those benefits while on court leave. 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.

#### Section 5 - Bereavement Leave

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

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

- c. Employees excused from work under this provision shall, after making written application, receive the amount of wages they would have earned by working during straight time hours on such scheduled days of work for which they are excused.
- d. Employees may be granted additional time off for travel or otherwise by use of earned vacation or personal days upon approval of the affected Judge.
- e. 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.
- f. Bereavement leave does not apply to employees who have less than 520 straight-time hours of service.

#### Section 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 or the length of the employee's service, whichever is less. This leave may be extended by mutual agreement of both parties.
- c. Employees will not be eligible for Educational Reimbursement while on Educational Leave.
- d. 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) calendar days, an employee's 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 benefit eligibility dates for the first thirty (30) calendar days of his absence.

### Section 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 affected Judge.
- b. Employees will be granted a Personal Leave only if they have used all their accumulated personal time. 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 or the length of the employee's service, whichever is less.
- d. Continuous service for the purpose of benefit accrual rates shall continue for an employee on an authorized Personal Leave Absence for the first thirty (30) calendar days of such leave. Upon return from a leave of absence lasting longer than thirty (30) calendar days, an employee's seniority date, benefit accrual rates and benefit rates 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 benefit eligibility dates for the first thirty (30) calendar days of his absence.
- e. The affected Judge in considering request for Personal Leave will take into consideration the nature of the reason for the request. Priority among those applying shall be given to those employees requesting Personal Leave for family illness, child rearing, or emergency type situation.

## **ARTICLE VI - LONGEVITY COMPENSATION**

### Section 1 - Compensation Period

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

### Section 2 - Continuous Service Definition

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

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

### Section 3 - Longevity Increments

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

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

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

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

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

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

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

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

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

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

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

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

### Section 4 - Military Leaves

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



## **ARTICLE VII - HOURS OF WORK AND PREMIUM HOURS**

### Section 1 - Work Period

The work period consists of eighty (80) hours per bi-weekly pay period.

The normal workweek extends from Monday through Friday.

### Section 2 - Breaks/Lunch

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

### Section 3 - Overtime

All employees shall be required to work reasonable amounts of overtime upon request. Overtime must be authorized by the affected Judge. Time and one-half (1 1/2) will be paid under any of the following conditions:

1. Daily: All work performed in excess of eight (8) hours in a work day.
2. Periodically: All work performed in excess of forty (40) hours per work week.

### **Compensatory Time**

In lieu of payment for overtime worked, the employee has the option of receiving compensatory time.

Compensatory time off for overtime worked shall be accumulated at the rate of one and one-half (1 1/2) times the regular rate. An employee will be permitted to accumulate no more than one hundred twenty (120)\* hours of compensatory time.

Compensatory time off will be scheduled consistent with the affected Judge's prior approval, who will consider both the wishes of the employee as well as the efficient operation of the Court.

\*Note: 80 overtime hours equals 120 hours of compensatory time.

## ARTICLE VIII - HOLIDAYS

### Section 1 - Holiday Schedule

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

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

### Section 2 - Holiday Eligibility

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

- a. In order to qualify for holiday pay, the employee must have completed five hundred twenty (520) straight time hours with Genesee County.
- b. The employee must work his/her scheduled hours on both his/her last scheduled day before the holiday and on his/her first scheduled day after the holiday or be on an authorized normally paid leave.
- c. The employee must not be on a layoff.
- d. The employee must not be suspended for disciplinary reasons.
- e. An employee, who is scheduled to work on a holiday but fails to report for work, unless otherwise excused, shall not be entitled to holiday pay.

### Section 3 - Holidays Falling on Weekend

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

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

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

#### Section 4 - Non-Worked Holiday Pay

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

#### Section 5 - Worked Holiday Pay

Employees required to work a designated major holiday (New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day) will be accorded premium pay at one and one-half (1 1/2) times their regular hourly rate for all hours worked in addition to their regular holiday pay. Employees required to work the remaining minor holidays specified in Section 1 above will be paid their regular hourly rate of pay for the first eight (8) hours worked in addition to their regular holiday pay, and overtime premium for hours worked in excess of eight (8).

#### Section 6 - Computing Overtime Pay - Holiday Pay Impact

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

### **ARTICLE IX - VACATIONS**

#### Section 1 - Eligibility

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

#### Section 2 - Vacation Accumulation

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

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

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

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

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

### Section 3 - Compensation at Termination

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

### Section 4 - Annual Vacation

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

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

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

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

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

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

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

### Section 5 - Pay Rate

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

### Section 6 - Approval Process

It is understood by the parties that employees must have prior authorization before utilizing any vacation time off.

### Section 7 - Illness During Vacation

If an employee becomes ill and is under the care of a duly licensed physician or recognized practitioner during his\her vacation and the employee utilizes accumulated personal days for the period of illness, the vacation for the number of days so utilized shall be rescheduled at a mutually agreeable date.

### Section 8 - Advance Vacation Checks

If a regular payday or paydays fall during an employee's vacation, they will receive their check or checks in advance, provided they have requested payment in writing three (3) weeks prior to the pay day preceding the vacation.

### Section 9 - Vacation vs. Holiday

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

### Section 10 - Vacation Cash-In

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

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

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

## **ARTICLE X - LIFE INSURANCE COVERAGE**

### Section 1 - Active employees

Bargaining unit 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.

## Section 2 - Retirees

Life insurance for retirees is \$12,000 for employees who retire on or after October 1, 2001; \$10,000 for employees who retired on or after January 1, 1997, but before October 1, 2001; \$8,500 for employees who retired on or after January 1, 1989 but before January 1, 1997; \$7,500 for employees who retired on or after January 1, 1986, but before January 1, 1989; and \$5,000 for employees who retired prior to January 1, 1986. The date of separation of employment shall be utilized for determining the proper benefit level.

## Section 3 - Carriers

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

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

# **ARTICLE XI - DISABILITY INSURANCE COVERAGE**

## Section 1 - Benefit Limits

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

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

Short-term disability benefits commence after completion of a seven (7) calendar day waiting period. Effective February 1, 2006, short-term disability benefits commence after completion of a fourteen (14) calendar day waiting period. Eligible employees receive sixty (60%) percent of the employee's regular weekly wage rate up to a maximum of \$500.00 per week, for up to twenty-six (26) weeks. Employees may be required to exhaust accumulated personal time prior to going without pay if the disability leave is also a qualified FMLA leave. However, upon request, the employee may reserve twenty-eight (28) personal time hours, or their then current amount of accumulated personal time, whichever is less. Accumulated personal and/or vacation time may be used at the request of the employee. Employees are not eligible to receive any other pay, including, but not limited to, holiday pay during the waiting period.

Long-term disability benefits commence after twenty-six (26) weeks or upon proper certification of a permanent disability, whichever comes first. Eligible employees receive a monthly allowance of sixty percent (60%) of the employee's regular monthly wage rate up to a maximum of \$2000.00 per month.

## Section 2 - Application for Benefits

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

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

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

## Section 3 - Seniority During Disability Leave

Seniority, 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) calendar days, an employee's seniority date, benefit accrual rates, and benefit dates will be adjusted forward to take into account the length of the employee's absence, provided, however, that the employee shall be given credit on his/her seniority date and benefit eligibility dates for the first thirty (30) calendar days of his/her absence, as described above.

## Section 4 - Return From Disability Leave

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

### Section 5 - Administration

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

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

### Section 6 -Carriers

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

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

## **ARTICLE XII - HEALTH INSURANCE**

### Section 1 - Employees Hired prior to October 1, 2001

Effective February 1, 2006, the Employer agrees to pay the monthly premiums for the Blue Cross/Blue Shield Community Blue 15/75 hospital/medical coverage as the standard plan for each full-time employee hired prior to October 1, 2001, including spouse and dependents under age 19. The Employer will also pay the monthly premiums for no more than two dependents ages 19-25. Such dependents must meet the eligibility criteria of the carrier. Monthly premiums for more than two dependents age 19-25, must be paid by the employee.

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



Section 2 - Employees Hired on or October 1, 2001 but Before February 1, 2006

The Employer agrees to continue to pay the monthly premiums for the current HealthPlus of Michigan hospital/medical coverage as the standard plan for each full-time employee hired on or after October 1, 2001, but before February 1, 2006, including spouse and dependents. Dependents ages 19-25 are included provided they meet the eligibility criteria of the carrier. Coverage is effective on the first day of the month immediately following the employee's completion of five hundred and twenty (520) straight-time hours of employment.

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

Section 3 - Employees Hired on or After February 1, 2006

The Employer agrees to pay the monthly premiums for the new HealthPlus of Michigan hospital/medical coverage with a deductible of \$250/person and \$500/family as the standard plan for each full-time employee hired on or after February 1, 2006, including spouse and dependents. Dependents ages 19-25 are included, provided they meet the eligibility criteria of the carrier. Coverage is effective on the first day of the month immediately following the employee's completion of five hundred and twenty (520) straight-time hours of employment.

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

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

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

### Section 5 - Prescription Drugs

Effective February 1, 2006, prescription drug coverage shall include an employee co-pay of five dollars (\$5) for generic drugs, fifteen dollars (\$15) for preferred formulary drugs and twenty-five dollars (\$25) for brand name drugs, per prescription.

Prescription reimbursement will end upon ratification of the contract by the Genesee County Board of Commissioners.

### Section 6 - Dual Coverage

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

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

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

### Section 7 - Health Insurance Reimbursement

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

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

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

The December 2005 payment will be \$1000.00, which will be delayed and paid in January 2006, provided a tentative contract agreement is reached by December 2, 2005. If a tentative contract agreement is not reached by December 2, 2005, the December 2005 payment will be \$750.00 and paid in December 2005.

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 the carrier, if otherwise eligible under the agreement.

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

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

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

### Section 8 - Carriers

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

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

Section 9 - VEBA Trust

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

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

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

## **ARTICLE XIII - DENTAL BENEFITS**

Section 1 - Benefits

Dental benefits shall be provided on the first day of the month immediately following the completion of 1040 hours of straight-time employment at no cost to the employee. Employees shall also have the option of electing such coverage on the first day of the month immediately following the completion of 520 hours of straight-time employment, provided said employees pay the premiums through payroll deduction, until eligible for Employer paid coverage.

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

Section 2 -Carriers

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

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

## ARTICLE XIV - OPTICAL BENEFITS

### Section 1 - Benefits

Optical benefits shall be provided on the first day of the month immediately following the completion of 1040 hours of straight-time employment at no cost to the employee. Employees shall also have the option of electing such coverage on the first day of the month immediately following the completion of 520 hours of straight-time employment, provided said employees pay the premiums through payroll deduction, until eligible for Employer paid coverage.

Effective February 1, 2006, benefits are available every twenty-four (24) months for employees, spouses and eligible dependents, ages 19-25. Dependents under age 19 are eligible for benefits every twelve (12) months. There is a \$5.00 co-pay per person for examinations and a \$7.50 co-pay per person for lenses, frames and/or contact lenses. Maximum payments to participating providers after co-pays:

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

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

### Section 2 -Carriers

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

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

## ARTICLE XV - RETIREMENT BENEFITS

### Section 1- Defined Benefit Plan (Employees hired prior to January 1, 1997)

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

## **Multiplier**

The retirement allowance factor for employees who retire on or after January 1, 1997 shall be 2.4 for all years of credited service. The maximum portion of the retirement allowance financed by the Employer shall not exceed seventy-five percent (75%) of the employee's final average compensation.

## **Retirement Eligibility**

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

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

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

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

## **Final Average Compensation**

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

## **Employee Contribution Rate**

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

## **Other Governmental Service/Military Service**

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

Additionally, the employee must meet all other qualifications and conditions under the provisions of Section 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 A or B at the time of retirement and the beneficiary is subsequently removed as a result of death, the retirement selection shall automatically revert to Straight Life Allowance.

### **Cost of Living**

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

### **Medical Benefits**

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

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

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

### **Life Insurance**

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

## Miscellaneous Provisions

- a) A retiree, who selects the Straight Life Allowance retirement option or a Section 25(c) option, will be entitled to medical, dental and optical benefits through the retiree's lifetime only (100% of the coverage paid by the Employer). Coverage will cease upon the death of the retiree.
- b) A retiree, who selects the Option A retirement option, will be entitled to medical, dental and optical benefits through the retiree's and one (1) beneficiary's lifetime (100% of the coverage paid by the Employer).
- c) A retiree, who selects the Option B retirement option, will be entitled to medical, dental and optical benefits through the retiree's lifetime (100% of the coverage paid by the Employer) and, should the retiree predecease the beneficiary, one (1) beneficiary will receive medical, dental and optical coverage (50% of the premium paid by the Employer and 50% of the premium paid by the Beneficiary).
- d) A retiree, who selects the Option C retirement option, will be entitled to medical, dental and optical benefits through the retiree's lifetime (100% of the coverage paid by the Employer). If the retiree deceases during the guaranteed period of Option C, one (1) beneficiary will receive medical, dental and optical coverage (100% of the coverage paid by the Employer) for the remainder of the guarantee period after which time all coverage will cease.
- e) The beneficiary of an employee who deceases for non-duty reasons will be entitled to medical, dental and optical coverage (100% of the coverage paid by the Employer) if the employee has fifteen 15 years of credited service as determined by the Genesee County Retirement system. This coverage will continue through the beneficiary's lifetime.
- f) An employee who has at least ten (10) years of credited service and who is found eligible by the Genesee County Retirement Commission to retire with a non-duty disability retirement, will be entitled to medical, dental and optical coverage as outlined in Sections a, b, c or d above, except for a Section 25 (c) option or a Section 59 lump sum transfer.
- g) An employee who is found eligible by the Genesee County Retirement Commission to retire with a duty disability retirement, will be entitled to medical, dental and optical coverage as outlined in Sections a, b, c or d above, except for a Section 25 (c) option or a Section 59 lump sum transfer.



- h) In the event an employee dies as a result of an injury or disease arising out of employment with the County and is eligible for duty death benefits as determined by the Genesee County Retirement System, the beneficiary of the employee will be entitled to medical, dental and optical benefits (100% of the coverage paid by the Employer) as long as the beneficiary remains eligible under the provisions of the Genesee County Retirement Ordinance.
- i) A retiree who selects the Section 59 lump sum transfer option, will be entitled to medical, dental and optical coverage. Retiree dependents that are receiving medical, dental and optical coverage under this provision shall continue to receive such coverage upon death of the retiree as long as the beneficiary is otherwise eligible.

Section 2- Defined Contribution Plan (Employees hired prior to January 1, 1997)

Retirement benefits for the existing Genesee County 401(a) Defined Contribution Plan (DC Plan) are governed by the applicable provisions of the Genesee County Retirement Ordinance and amendments thereto, together with the applicable IRS Rules, Genesee County Board Resolutions, Plan Documents, the rules of the Plan Administrator and governing law.

**Contributions**

The Employer will contribute an amount equal to ten percent (10%) of the employee's gross earnings each pay period into the employee's personal retirement account. The employee shall have a mandatory contribution of three percent (3%) of gross earnings with a one time irrevocable option to contribute an additional four percent (4%). Employees are one hundred percent (100%) vested in their account.

**Medical Benefits**

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

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

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

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

### **Life Insurance**

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

### **Miscellaneous Provisions**

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

## **Retirement Application**

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

Section 3- Defined Contribution Plan (Employees hired on or after January 1, 1997).

All employees hired on or after January 1, 1997, 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 ten percent (10%) of the employee's gross earnings each pay period into the employee's DC Plan personal retirement account. After completion of five hundred twenty (520) hours of straight-time employment, the employee shall have a mandatory contribution of three percent (3%) of gross earnings with a one time irrevocable option to contribute an additional four percent (4%).

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

## Medical Benefits

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

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

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

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

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

## Life Insurance

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

## Miscellaneous Provisions

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

- b) In the event an employee dies as a result of an injury or disease arising out of employment with the County and is eligible for duty death benefits, the beneficiary of the employee will be entitled to medical, dental and optical benefits (100% of the coverage paid by the Employer) as long as the beneficiary remains eligible under the provisions of the Genesee County Retirement Ordinance.
- c) An employee who has at least fifteen (15) years of credited service who dies, not in the line of duty, shall be considered to have retired on the day before the death. The beneficiary of the employee will be entitled to continue medical coverage as provided in Subsection (ii) above as long as the beneficiary remains eligible, pursuant to the terms and conditions of the carrier.

### **Retirement Application**

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

## **ARTICLE XVI - PAID PERSONAL TIME**

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

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

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

## **ARTICLE XVII - LAYOFF BENEFITS**

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

## **ARTICLE XVIII - WORKERS' COMPENSATION**

### Section 1 - Reporting and Payments

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

In addition any employee with 520 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 as 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 Workers' Disability compensation provisions and ending no later than twenty-four (24) months thereafter. The employee shall be entitled to a maximum of twenty-four (24) months of supplemental payments for the same disability regardless of any intervening periods of employment. In addition, the rate of pay used to determine the supplemental rate of pay shall be the rate used by the State in determining the worker's compensation payment. In the event the employee's claim, disputed or undisputed, is resolved by informal compromise settlement, grievance or arbitration settlement, redemption or any other term used to describe such payment, said payment shall be considered to include any accrued and future supplemental benefits. In addition, employees will not be entitled to receive both the County supplemental payment and a supplemental payment from the County's auto insurance carrier, if applicable. Accordingly, employees will be given the option of claiming one (1) of the above two (2) supplemental payments, but under no condition will they be eligible to receive both.

### Section 2 - Continuous Service

Time while employees are receiving Workers' Disability Compensation benefits will be counted as continuous service for benefit accrual rate purposes only.

### Section 3 - Short - Term Compensation

Employees shall also be compensated for legitimate short-term (seven (7) days or less) occupational injuries or 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.

#### Section 4 - Outside Employment

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

### **ARTICLE XIX - SALARY RATES**

Each new employee covered by this Agreement shall be hired at the "start" step of the salary range.

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

The employee will be advanced to the next step of the salary range annually thereafter until reaching the top step, provided the employee's performance has been rated satisfactory by the judge.

### **ARTICLE XX - GENERAL PROVISIONS**

#### Section 1 - Representatives & Designees

All Letters of Agreement will be signed by the Human Resources Director and/or Labor Relations Manager and the Court Administrator as Employer representatives and the Steward and Alternate Steward as Union Representatives.

Whenever in this Agreement an Employer or Union Representative is alluded to by title, it is understood by the parties that said representatives may, when not available, specify a designee.

#### Section 2 - Contracting and Subcontracting

The right of contracting and subcontracting is vested with the Employer. This right will not be utilized for the purpose of eroding the bargaining unit. In cases where contracting or subcontracting will displace employees covered by this Agreement, Employer representatives will hold advance discussion with the Union at least thirty (30) calendar days prior to the signing of the contract or subcontract.

The parties understand that the Employer may utilize temporary contractual services to replace bargaining unit employees on short-term leaves of absences.

### Section 3 - Continuation of Benefits

- a. The Employer agrees to provide a maximum of twelve (12) months hospital/medical coverage for full time employees on authorized disability leave of absence who have at least five (5) full years of continuous service, beginning with the first (1<sup>st</sup>) day of the following month such employee goes on authorized disability leave.

Full time employees who have at least one (1) full year of continuous service but not more than five (5) full years of continuous service shall be provided a maximum of six (6) months of hospital/ medical insurance coverage beginning with the first (1<sup>st</sup>) day of the following month such employee goes on authorized leave.

- b. The Employer agrees to provide one (1) month's hospital/ medical insurance coverage for each full year of continuous service up to a maximum of six (6) months coverage, for full time employees on layoff status, beginning with the first (1<sup>st</sup>) day of the following month of layoff. Said Continuation of hospital/medical insurance coverage is contingent upon the laid off employee maintaining eligibility for unemployment benefits.

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

Employees on authorized disability leave or on layoff status who are not eligible for a full twelve (12) months or six (6) months of paid benefits (see paragraph a and b above) will also be permitted the option of continuing their benefits under the provisions of COBRA. The employee payment of insurance premiums referred to in this section must be submitted to the Human Resources Department in the form of a check or money order by the (1<sup>st</sup>) day of each month or within the grace period as provided by COBRA, or coverage will cease.

- d. The above provisions (paragraphs a, b, and c, above) concerning continuation of hospital/medical coverage shall be applicable to Optical Insurance and Dental Insurance. The employee payment of insurance premiums referred to in this subsection must be submitted to the County Human Resources Department in the form of a check or money order by the first (1<sup>st</sup>) day of each month or within the grace period as provided by COBRA or coverage will cease.



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

#### Section 4 - Mileage Allowance

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

#### Section 5 - 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 and thereafter approved by the Payroll Section of the Controller's Office, the amount owed to the County shall be eliminated by adjustment of the employee's next payroll check(s) up to the statutorily allowed maximum of 15% of gross earnings.

#### Section 6- Assignment Clerk Elimination

The Union agrees that the pay schedules incorporated in Appendix A represent a resolution to the elimination of the position of Assignment Clerk and, further, that no proposals for pay adjustments will be made in the future even partially based upon the assumption of duties by the Judicial Administrative Secretaries, such duties formerly being performed by Assignment Clerks.

## ARTICLE XXI - EDUCATIONAL REIMBURSEMENT

### Section 1 - Course Work/Amount Reimbursed

Employees will be reimbursed for tuition fees for approved college-level course work, Adult Educational Courses, and Dale Carnegie Courses, if applicable, in accordance with the following provisions:

- a. Class attendance and homework assignments must be completed on the employee's own time and not during working hours. In addition, employees are prohibited from utilizing break periods and/or lunch periods to attend class for which they are requesting to receive educational reimbursement. Employees will be permitted to utilize vacation and/or personal and/or compensatory time to attend class when authorized to do so by their Department.
- b. Employees must be full time and on the active employment rolls at the beginning of the course, during the course, and at the completion of the course.
- c. Course work must be taken through an accredited college or institution, and must be job related. It is the understanding of the parties that the term "job related" will also encompass course work taken by the employee in order to provide that an employee with the necessary academic training to qualify for regular promotional opportunities within the established County-wide promotional system.
- d. Seminars and workshops are excluded, except for education required to maintain certification or registration of the employee's current job.
- e. Employees must satisfactorily meet academic requirements ("C" or equivalent for all undergraduate course work, and "B" or equivalent for all graduate course work).
- f. Reimbursement per employee is limited to \$2,000 for tuition expenses for approved courses, which end in those calendar years. In no instance will a refund exceed the employee's actual expenditures, nor will reimbursement be issued for expenses also being reimbursed through other sources (i.e., scholarships, G.I. Bill, etc.). Fees and payments for books, supplies, transportation, parking, meals, recreational activities and graduation are excluded.

### Section 2 - Application Process

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

### Section 3 - Tuition Refund

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

## **ARTICLE XXII - SAVINGS CLAUSE AND NO STRIKE CLAUSE**

### Section 1 - Invalid Provision

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

### Section 2 - No Strike Clause

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

## ARTICLE XXIII - TERMINATION

This Agreement shall not become effective until ratified by the affected bargaining unit, and by the Genesee County Board of Commissioners and 7<sup>th</sup> Judicial Circuit Court, and shall remain in full force and effect until the 31st day of December, 2010. No provision shall take effect prior to final ratification, unless specifically stated within this agreement. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing at least sixty (60) calendar days prior to the expiration date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin not later than thirty (30) calendar days prior to the expiration date, in which case this Agreement shall continue in full force and effect until terminated as provided hereinafter.

In the event that either party desires to terminate this Agreement, written notice must be given to the other party not less than fifteen (15) calendar days prior to the desired termination date; such notification date shall not be before the expiration date set forth in the preceding paragraph. This agreement may be extended by mutual agreement on a day-to-day basis after termination.

FOR THE UNION/Date:

FOR THE EMPLOYER/Date:

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Personal Time  
Additional Hours

**LETTER OF AGREEMENT**

**Personal Time; Additional Hours**

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

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

FOR THE UNION/DATE:

FOR THE EMPLOYER/DATE:

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## APPENDIX A

### LUMP SUM PAYMENT

A one (1) time \$400 lump sum gross payment, less applicable taxes, not rolled into the base compensation, payable to each bargaining unit member employed by Genesee County on the date a tentative agreement is signed ( December 1, 2005).

Employee retirement contributions will not be deducted from this lump sum payment nor will Employer retirement contributions be paid nor will the lump sum be included as retirement earnings.

This payment will be made to active employees, and included in a separate check, within six (6) weeks following the ratification of the contract by the Genesee County Board of Commissioners. Employees that are on a leave of absence at the time of the payment, that are otherwise eligible, will be paid the lump sum payment, by separate check, following their return to work.

## **APPENDIX A**

### **Wages & Classifications**