



Hourly & Exempt Benefits Handbook

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Appendix I – Genesee County Service Credit Purchase Policy

This handbook details the benefits (both Division paid and optional benefits that are employee paid) available to hourly and exempt employees. For more information on the policies and procedures surrounding these benefits please refer to the Division Policy, Procedure and Work Rule Manual.

1. DEFINITIONS OF EMPLOYEE BENEFIT DATES

Hire Date: Date of most recent employment with the Division (normally never changed, unless an Employee quits and is re-employed by the Division).

Adjusted Hire Date: Is the hire date adjusted for: leaves of absences, unpaid FMLA*, and/or layoffs in excess of thirty (30) calendar days; sick leaves for sixty (60) calendar days; Workers' Compensation in excess of eighteen (18) months and a day for day adjustment for suspensions or any unpaid days.

Classification Date: Is the hire, promotion or transfer date within the current classification (job title) adjusted for: leaves of absences, unpaid FMLA* and/or layoffs in excess of thirty (30) calendar days; sick leaves in excess of sixty (60) calendar days; Workers' Compensation in excess of eighteen (18) months and a day for day adjustment for suspensions or any unpaid days. This date will be used to determine the date of an Employee's next scheduled step increase.

Retirement Date (Credited Service): Date of membership in the Genesee County Employees Retirement System (GCERS). Adjusted for any time absent (and unpaid by the Division) from work (i.e. layoffs in excess of 30 calendar days, sick leaves in excess of 60 calendar days, worker's compensation in excess of 60 days, unpaid FMLA, unpaid suspension, unpaid Military, etc.) when contributions were not made by the member into the Retirement System. Credit can be purchased up to one year after the employee returns to work. Please note purchased time will not reinstate WWS or Bargaining Unit seniority.

Seniority (Length of service): is that period of employment within the Division, which remains continuous and unbroken and is the date adjusted for: leaves of absences, unpaid FMLA*, and/or layoffs in excess of thirty (30) calendar days; sick leaves in excess of sixty (60) calendar days; Workers' Compensation in excess of eighteen (18) months and a day for day adjustment for suspensions and any unpaid days. Credit for lost seniority cannot be purchased to reinstate this date with WWS or Bargaining Unit.

Benefit Accrual Rate: Rate at which a particular benefit is accumulated; determined by the Employee's continuous service with the Division. This rate increases in an incremental fashion as years of continuous service grow.

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

**For FMLA purposes unpaid time may not occur as a continuous block of time especially in the case of intermittent FMLA. An employee will be allowed 160 hours of unpaid FMLA days per calendar year before any loss of benefit or time occur.*

2. COMPENSATION

Types of Employment (Definition of Employee Status)

Appointed Employee: An employee who is appointed by the Drain Commissioner and serves at the pleasure of the Drain Commissioner (at will employee). These employees are paid a biweekly salary and work eighty (80) hours in each biweekly period. These employees may be entitled to fringe benefits provided by the Division, i.e., vacation leave, insurance programs, etc. (No Classification Scale)

Exempt Employee: An employee paid a biweekly salary, who works eighty (80) hours in each biweekly period. These employees are entitled to all fringe benefits provided by the Division, i.e., vacation leave, insurance programs, etc., in accordance with applicable eligibility requirements and are exempt from overtime. Wage Classification E (all levels).

Hourly Employees: An employee paid a biweekly wage on an hourly basis who is regularly scheduled to work eighty (80) hours per biweekly pay period. These employees are entitled to all fringe benefits provided by the Division, i.e., vacation leave, personal days, insurance programs, shift premium, etc., in accordance with applicable eligibility requirements. Wage Classification H (all levels).

Part-Time Employee: An employee paid a biweekly wage on an hourly basis who is regularly scheduled to work in a specific position for a period of less than 30 hours per week. Retired employees brought back on a part-time basis can work no more than what is specified in the applicable retirement ordinance and/or State law.

Temporary Employee: Temporary employees are those employees hired for a specific period of time for replacement purposes or to complete a special project of a non-recurring nature (ie Summer employees). Temporary employees may also be used during unusual peak work periods when additional staff is necessary for a short period of time. Temporary employees are compensated solely on the basis of hours worked and therefore receive no benefits. Temporary employees can work a maximum of 89 days unless otherwise approved by the Director.

Probationary Employee: a newly hired employee that has not yet completed one thousand forty (1,040) straight time hours worked.

Individual Contractors: Individual contractors are persons with specific skills retained by the Division Director on a contractual basis. Individual contractors are not Division employees and, therefore, this Manual does not apply to them.

3. OVERTIME

Hourly Employees: Compensation for overtime hours worked is paid at the rate of time and one-half (1 ½) the employee's straight time hourly rate of pay for all hours worked in excess of forty (40) hours per week. For the purpose of computing overtime pay, all holidays worked, all holidays paid but not worked, approved job related training, approved personal leave or approved paid vacation leave shall be regarded as hours worked.

Exempt Employees: These employees are required to work all hour's necessary each week to complete their assigned duties and satisfy their responsibilities. These employees do not receive overtime pay.

Appointed Employees: These employees' conditions of employment and their compensation is negotiated directly with the Drain Commissioner.

4. PAY RANGES & JOB DESCRIPTIONS

The Division shall maintain pay scales for all Hourly, and Exempt employees. Any Hourly or Exempt employee who feels that their job duties are not consistent with their job description should discuss with their supervisor, and participate in the job evaluation program. Should an employee still believe their job duties are not accurately reflected in the job evaluation program, the employee shall submit a written request to the Director. The Director will review the issue and submit a final determination. Employees shall move through the pay scale according to the following:

Hourly Employee Classification H (all levels): Start at Level A, after successfully completing probation and one year of service, move to Level B, then advancing one step each year to Step F. Employees advance to Levels G, H, and I after completing years 7, 12, and 17, respectively in that classification.

Exempt Employee Classification E (all levels). Start at Level A, then, after successfully completing probation and one year of service, move to Level B, and then proceed through the applicable level on an annual basis thereafter.

New employees or employees who promote into the classification of hourly or exempt, may be started in any Step at the discretion of the Director as outlined in Division Policies and Work Rules.

While there may be many reasons such as, but not limited to, extended leaves due to illness or accident, retirements and promotions, employees may be asked to perform work of a higher classification for an extended period of time, generally more than a few weeks. In these instances, the Director may make a determination that an adjusted wage is appropriate for the period the employee is working in a higher classification. The employee may receive a bi-weekly pay up at the discretion of the Director. The pay-up will not factor into the employee's pension determination (not part of final average compensation) and no retirement will be withheld for the first 6 months from the pay-up amount.

To obtain a copy of the current pay scale of a specific job description please contact the HR Department.

4.1 Wage Development

All wage rates have been and will be established in accordance with the following factors:

- A. Wage equity study as prepared by a Third-Party Consultant.
- B. Prevailing rates of pay in comparable public agencies and where applicable, the

- private sector.
- C. The financial condition of the Division.
- D. Pay scale adjustments will be effective at the discretion of the Director.

4.2 Step Increases

Any pay adjustment will be effective on the employee’s classification date.

4.3 Shift Premium Compensation

In the event that hourly employees are scheduled to work a normal shift in a seven (7) day workweek of twenty-four (24) hours of continuous operation in a treatment facility (or other facility as determined by the Director), the hourly staff shall receive a shift premium in addition to their base rate of compensation as follows:

Shift B: <i>Traditional shift</i>	Start times 6:30am-11am	no shift premium
Shift A:	Start times 9pm-11pm	\$1.00 per hour
Shift C:	Start times 2pm-5pm	\$1.00 per hour
Sunday:	Any Shift	\$1.00 per hour

If an employee is called in for overtime, this shift premium shall not apply. If scheduled overtime is applicable, the shift premium would apply. Only one premium is paid.

4.4 On-Call Pay

Employees in supervisory or managerial positions may be required to remain on-call and be reasonably accessible by telephone (or pager) to respond to problems and emergencies. On-call duty is to be rotated among the qualified supervisors within the department. A supervisor on-call shall receive \$110.00 for every eleven (11) hours of on-call coverage.

The supervisor will be paid either on-call pay or overtime hours but not both. Any overtime hours shall be deducted from the on-call maximum hours. A supervisor cannot be paid twice for the same hours. As an example, the Operations and Maintenance Department has on-call coverage of 88 hours per week. If a supervisor works 10 hours of overtime, those 10 hours will be deducted from the 88 hours per week.

The on-call supervisor will receive time and one half pay for all work that requires them to clock in. It is also recognized that in emergency situations, an on-call employee will go directly to the site versus clocking in. The employee will submit a non-clocked in overtime report to their immediate supervisor prior to any adjustments in clock time. Supervisors treated as hourly workers are paid time and a half for all hours worked in excess of 40 in week. On-call pay is not used in the 40-hour total.

The Division will provide the on-call employee a vehicle for their use while on-call. This vehicle may be taken home by the on-call employee and used for routine travel around the county. It is for the exclusive use of the on-call employee and Division personnel.

It is understood that while departments are utilizing on-call procedures, no additional or “scheduled” supervisory staff will be permitted.

Work scheduled during off hours shall be covered by the on-call employee. The Employer recognizes that during emergencies more than one supervisor may be required. As always, prior approval for overtime shall be required.

4.5 Bonus Pay

In lieu of an across the board wage table increase the Division may instead give hourly and exempt employees a bonus. The amount given as a bonus will not factor into the employees' pension determination. Any and all bonus pay will be at the sole discretion of the Division Director.

5. HOLIDAYS

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

- | | |
|----------------------------|---------------------------|
| New Year's Day | Thanksgiving Day |
| Martin Luther King Jr. Day | Friday after Thanksgiving |
| President's Day | Christmas Eve |
| Good Friday | Christmas Day |
| Memorial Day | New Year's Eve |
| Independence Day | |
| Labor Day | |
| Veteran's Day | |

For 5-day operations only: If the holiday falls on a weekend the Division shall establish the observed date. In departments that utilize seven (7) day operations, the actual date of the holiday will be recognized if the hourly or exempt employee is part of a 7-day schedule. Employees who are hired, promoted or transfer into a position that works a 7-day schedule will be notified upon hire, promotion or transfer.

5.1 Eligibility

Eligibility for the paid holidays listed above for hourly employees is subject to the following requirements:

- A. In order to qualify for holiday pay, the employee must have completed one thousand forty (1,040) straight time hours with the Division. If an employee is scheduled to work a Holiday and their 1,040 hour requirement will be met at some point during that shift (on the Holiday) that employee will receive Holiday pay for that entire shift contingent that they work the entire scheduled shift (partial shifts are not entitled to Holiday pay).
- B. The employee must work all of their scheduled hours on both their last regularly scheduled day before the holiday and their first regularly scheduled day after the holiday or be on an authorized paid leave. The employee must not be on a layoff, disciplinary suspension, sick leave, worker's compensation leave, unpaid FMLA or any other non-paid leave.

- C. An employee, who is scheduled to work on a holiday but fails to report for work, unless otherwise on previously approved leave, shall not be entitled to holiday pay and may be subject to discipline up to and including discharge.
- D. In the event one of the holidays falls on a Sunday, the following Monday will routinely be the recognized holiday for eligible employees; if the holiday falls on a Saturday, the preceding Friday will be routinely recognized as a holiday. However, the Division reserves the right to adjust or reschedule recognized holidays as needed, for efficiency of operations. In departments that utilize seven (7) day operations, the actual date of the holiday will be recognized if the hourly or exempt employee is part of a 7-day schedule.
- E. Due to the nature of this industry Holidays are not guaranteed paid days off at the 7-day operational treatment facilities; those employees who are scheduled to work on a Holiday are expected to work the Holiday. If minimum staffing is allowable on a Holiday those employees who are scheduled to work will be notified and excused accordingly. Holidays must be covered. An Employee, who is scheduled to work on a holiday but fails to report for work, shall not be entitled to holiday pay.

5.2 Holiday Pay

Hourly Employees

- Eligible full-time (non-probationary) employees who perform no work on a holiday shall be paid their regular holiday pay of eight (8) or twelve (12) hours (depending on their schedule) at their regular hourly rate of pay.
- Eligible full-time employees who perform work on any holiday will be paid one and a one-half (1 ½) time their base regular hourly rate, plus shift premium (if applicable) for all hours worked plus eight (8) or twelve (12) hours (depending on their schedule) of holiday pay.
- Probationary employees who do not meet the eligibility as defined above, who perform work on a holiday shall be paid their current straight time hourly rate of pay.
- Employees who are scheduled to work a 12-hour shift on a holiday and request the day off with the use of personal or vacation time will have to use 12 hours of personal or vacation time to cover the absence. Whatever the employee is scheduled to work is the amount of time they need to cover.

Exempt Employees

- These employees are required to work all hour's necessary each week to satisfactorily complete their assigned duties and responsibilities. They are paid their normal 40-hours of pay weekly, regardless of whether or not they worked on a designated holiday.

6. LEAVES OF ABSENCE

6.1 Vacation

Employees shall receive annual vacation with pay in accordance with the following provisions:

6.2 Vacation Schedule

Upon completion one thousand forty (1,040) straight time hours with the Division an employee will receive vacation time based on the schedule below. The employer will credit vacation time on a biannual basis (one half in January and one half in July) to the employee's payroll record in and every year thereafter on the first paycheck of the year and the first paycheck in July.

After the initial allotment of vacation time is given the employee has to work the following six months in order to earn the next allotment of time. If the employee has any lost time and loses SENIORITY the full allotment of vacation time may not be given and the employee will receive a prorated amount.

The Director may, at his discretion, temporarily suspend or alter the maximum accumulation for the benefit of the Division. Any vacation time accrued in excess of the maximum accumulation limit will be paid out twice a year (January and July) at the employee's base rate of pay. This vacation time payout will not factor into the employee's final average compensation. For more information on how to request and use vacation time please refer to the Division Policy, Procedure and Work Rule Manual.

0-4 years:	80 hours, 10 days (2 weeks)	Maximum accumulated: 200 hours
5-9 years:	120 Hours, 15 days (3 weeks)	Maximum accumulated: 300 hours
10 -14 years :	160 hours, 20 days (4 weeks)	Maximum accumulated: 400 hours
15 + years:	200 hours, 25 days (5 weeks)	Maximum accumulated: 500 hours

An employee that advances to the next higher accrual rate within the bi-annual period will receive the full new accumulation for the bi-annual payroll period (i.e. after January 1st or July 1st) and a prorated amount for the time from their adjusted hire date to the next accrual date (what the employee earned in the previous 6 months).

New employees or employees who promote into the classifications covered by this handbook may be started at a higher level at the discretion of the Director. In the case of a promotion from union to Hourly or Exempt position prior to the 2nd biannual union vacation credit, an adjustment to the annual balance will be made on the next biannual basis (July or January).

Vacation accrual will be adjusted for unpaid FMLA leave, sick leave, worker's compensation leave or any other leave where the employee is not being paid by the Division. For more information please refer to the Division Policy, Procedure and Work Rule Manual.

6.3 Cashing-In of Vacation Time

The Division will allow Hourly and Exempt employees to convert up to a maximum of 140 hours of vacation time to straight time pay at their base rate of pay up to four (4) times a year. In order to receive compensation for vacation hours, the employee wishing to sell time must make formal request four (4) weeks prior to the pay date. Vacation buy-back will occur the first pay day of each quarter per calendar year. Quarterly maximums: 1st through 3rd quarters – 20

hours per quarter; 4th quarter – 80 hours. The employer will buy back up to 500 hours of vacation time from the employee upon retirement. Said vacation time will be purchased from the employee at a rate of pay they retired or separated under. The vacation time payout will not factor into the employee's pension final average compensation.

6.4 Personal Days (Personal Time)

In accordance with all applicable laws eligible Hourly Employees shall be granted 80 hours of personal leave time with pay during their seniority year. Exempt, appointed, part-time and temporary employees do not receive personal time. A new hourly employee shall be credited with a pro-rated amount of personal time upon completion of one thousand and forty (1,040) straight time hours of employment with the Division. The number of hours of personal time available for a new hourly hire in their initial year of employment will be calculated by the Division. If not used, all unused personal time will be carried over from one year to the next up to a maximum of 280 hours. Any accumulation over 280 hours will be lost. Employees who have in excess of 280 hours as of the effective date of this manual will have one year to use the excess time or else will lose it.

Personal time accrual will be adjusted for unpaid FMLA leave, sick leave, worker's compensation leave or any other unpaid leave per policy. For more information please refer to the Division Policy, Procedure and Work Rule Manual.

The Employer will buy back up to twenty-five (25) days (up to 200 hours) of personal time from the employee upon retirement, separation or promotion to a position that does not receive personal time (i.e. promotion from an hourly position to an exempt) position. Said personal time will be purchased from the employee at the rate of pay they retired or separated under or at the hourly rate of pay prior to the promotion to an exempt position. This personal time payout will not factor into the employee's pension final average compensation.

6.5 Bereavement

When a death occurs in an employee's family (as listed below), the employee, upon written request, will be excused following the death. Full time non-probationary employees are allowed time off from their regularly scheduled duty with regular pay. Full-time probationary employees (those who have not yet completed 1,040 hours of straight time worked) are allowed time off from their regular scheduled duty without pay. Time off is allowed to grieve, attend the funeral, attend the memorial or make arrangements in the event of the death of the employees:

Current:

1. Spouse
2. Step-Parent
3. In-law Parent or Sibling
4. Step-Child
5. Spouse's Grandparent

Employees:

1. Parent
2. Grandparent
3. Grandchild
4. Child
5. Brother or Sister

For definitions of the above relationships and the applicable duration of leave please refer to the Division Policy, Procedure and Work Rule Manual.

Any employee may request personal time, vacation time or unpaid leave (if all personal and vacation time has been exhausted) for any other family member's death (for example: cousin, niece, nephew, aunt, uncle etc.), other than listed above to attend the funeral, memorial or service.

The Division requires verification of death and documentation of the relationship of the employee to the deceased prior to any bereavement time being taken if available.

7. MEDICAL, DENTAL & VISION INSURANCE

7.1 Hospital/Medical Insurance

Hourly, exempt and appointed employees are eligible for Division sponsored hospital/medical insurance coverage on the first day of the month after completing 60 but before 91 days of employment unless negotiated with the Director. The employee is responsible for any out of network costs and all office visit or prescription drug co-pays. The premium for these plans (single, two-person or family) is currently paid for by the Division (this is subject to change at any time). For information on office visit co-pays and prescription drug co-pays please refer to your yearly open enrollment manual or contact HR.

In no event, will an employee be allowed to maintain dual hospital/medical coverage through the Division and through an alternative source (i.e. Spouse's or parents insurance) however employees are allowed to maintain dual dental and vision coverage. If an employee is on an alternative source of hospital/medical coverage and that coverage is discontinued or terminated the employee will be eligible for Division hospital/medical coverage. Paperwork, including proof of the prior coverage cancellation must be submitted to Human Resources within 30 days of said event.

If an employee wishes to add or remove dependents or a spouse to their current hospital/medical, dental and vision coverage, they must contact Human Resources and fill out the appropriate paperwork within thirty (30) days of the event (i.e., marriage, birth, divorce, death, sponsored dependents, adoption, Medicare, and foster children (where applicable)). Failure to comply with this procedure within the above mentioned thirty (30) day timeframe will mean that the employee will have to wait for the annual open enrollment period, which occurs once a year near the end of the year any additions will be added thereafter effective January 1st. Employees will be responsible for any extra costs associated with not notifying the Division within the abovementioned thirty (30) day timeframe in the event that an individual needs to be removed from the plan (i.e. divorce).

The Employer will cover dependents up until the end of the calendar year in which they turn 26 for medical insurance only. The Division will follow all Federal Law regarding coverages for dependents.

7.2 Dental and Vision Insurance

Hourly, Exempt and Appointed employees are eligible for dental and vision insurance coverage on the first day of the month immediately following the completion of 1,040 straight time hours of employment unless negotiated with the Director. For information on office visit co-pays please refer to your yearly open enrollment manual or contact HR.

The Employer will cover dependents up until the end of the calendar year in which they turn 19.

7.3 Hospital / Medical Insurance Carriers

The Employer agrees to offer Blue Cross-Blue Shield PPO (Preferred Provider Organization) Community Blue hospital/medical insurance coverage to full-time Employees and their spouse and dependents (dependents are covered up to certain ages per policy). The employer reserves the right to change vendors at any time with proper notification to all employees who are enrolled. Hospital/medical benefits provided are subject to the terms and conditions of the carrier.

7.4 Healthcare Reimbursement (Opt Out)

During open enrollment Hourly, Exempt and appointed employees may advise Human Resources of their decision to not receive Division hospital/medical coverage. Appropriate paperwork must be completed and provided to Human Resources.

Thereafter, each full six-month period (June through November and December through May) that the employee goes without Division coverage, the employee will be paid a lump sum gross amount of \$2,000 (in December and/or June as appropriate). This lump sum amount shall be considered as taxable wages but will not contribute toward the retirement system.

The Division will provide only one medical, dental and vision healthcare coverage plan to legally married employees who are both employed by the Division.

An employee who is participating in the “opt out” provision who separates employment prior to completion of the six-month period will receive a prorated amount for each full month worked during that six-month period.

7.5 Life Insurance

Life insurance coverage at the Division’s expense for eligible employees is as follows as of June 1st, 2023. For coverage prior to 6/1/2023 please refer to the current benefit manual.:

Wage Classifications: H 1-7:	\$100,000
Wage Classifications: H 8-10:	\$120,000
Exempt Classifications: E (all levels):	\$150,000
Appointed/Elected Official, Drain Commissioner:	\$250,000*
<i>*or as set by the County Agency</i>	

The taxable value over \$50,000 is reported as income.

Accidental death coverage for an on the job death of a newly hired employee starts the first day of the month immediately following the date of hire. The Division carries a rider to offer double indemnity insurance, should on the job death occur.

7.6 Flexible Spending Accounts (FSA)

Flexible Spending Accounts: A Flexible Spending Account (FSA) provides employees the opportunity to pay for medically related expenses (that are not reimbursed by an insurance plan), on a pre-tax basis. The amount you contribute and the amount you are reimbursed from

your Health FSA are income tax-free. The annual maximum reimbursement for Health FSA is set by the IRS. Reimbursements can be made only for services that are incurred during the plan (calendar) year. Members are allowed to roll over unused funds up to the maximum amount per year, to be used in the following Health Flexible Spending Plan Year. Eligible expenses may include but are not limited to the following examples:

- Office and prescription co-pays
- Massage Therapy (must be medically necessary)
- Eyeglasses, contact lenses and LASIK surgery
- Orthodontics
- Over-the-counter medications (with Rx)
- Fees charged by your Doctor to complete paperwork (FMLA, Sick Leave, etc.) or for copies of your records
- For a complete list please contact the current FSA provider

The FSA is available to all employee regardless of probationary status. Employees can only sign up however during the annual open enrollment period held in the Fall.

Dependent Care Flexible Spending Account (Dependent Care FSA)

A Dependent Care Flexible Spending Account provides employees the opportunity to pay for dependent care expenses for a child, disabled spouse or dependent parent, on a pre-tax basis. The amount you contribute and the amount you are reimbursed from your Dependent Care FSA are income tax-free. You may contribute up to the maximum limit set by the IRS per household. If you are married and file a separate income tax return, contributions cannot exceed half the maximum limit for each of you.

Reimbursements can be made only for dependent care services that are provided during the plan (calendar) year. Please note that if a reimbursement request exceeds the account balance, reimbursement will only be up to the balance available in the account.

A qualifying dependent is defined as a child under age 13 who is your IRS tax dependent; your spouse who is physically or mentally disabled and unable to care for herself or himself; or your IRS tax dependent, such as an elderly parent or child over the age of 13, who is physically or mentally disabled and unable to care for herself or himself. According to IRS definition, a disabled person is one who is not physically or mentally able to dress, clean, or feed himself or herself or requires constant attention to prevent self-injury.

Once you enroll in an FSA, participation must continue unchanged until the end of the plan year unless you have a qualifying life event (marriage, divorce, death, birth/adoption or change in employment). An adjustment in your election must be consistent with the change in status, i.e. if your employment status goes down, then your election would too. Any adjustment to your election must occur within 31 days of the occurrence.

The FSA is an optional benefit and is not to be considered a condition of employment. For more information on how to sign up for the FSA please see the HR Department.

7.7 98point6

98point6 offers on-demand primary care delivered by board-certified physicians via the ease of a mobile app and comes at no cost to the employee. The subscription-based service means you can get diagnosis and treatment or simply consult on a health issue 24/7 from anywhere. So whether you're on the go, home sick in bed or multi-tasking throughout your day, immediate care is available on your schedule. For more information please refer to the yearly open enrollment booklet or contact the HR office.

8. SICK/ACCIDENT DISABILITY INSURANCE (non-work related)

The Division provides Sick/Accident Disability Insurance at no cost to the employee on the first day of the month upon completion of 1,040 straight time hours worked. An employee known to be ill or injured resulting in total disability as evidenced by a statement from their attending physician attesting to such condition will be placed on sick/accident leave status commencing on the eighth (8th) day following the initial visit to their physician and will continue on said status until medical evidence is received by the Division Director or their designee stating that the employee may return to work. The Division's carrier will cover and pay an employee on Sick/Accident Disability for up to twenty-six (26) weeks (if approved). FMLA leave runs concurrent with this leave.

8.1 Short Term Amounts

Short-term sick/accident leave weekly benefits consist of sixty-six and two-thirds (66.66%) percent of the employee's regular weekly wage rate up to the following maximum weekly benefit levels as of June 1st, 2023. For limits of coverage prior to 6/1/2023 please refer to the current benefit manual.:

Wage Classifications 1 through 10	\$900.00
Exempt – Appointed	\$1200.00

8.2 Long Term Amounts

After twenty-six (26) weeks of leave, the monthly benefits change to 60 %(sixty percent) of the employee's regular weekly wage rate up to a maximum of \$3,500.00 per month. An employee can remain on long term leave, if approved by the carrier until age 65. For more information about optional, additional insurance via AFLAC please see the Human Resources Department.

8.3 Paid leave for Appointed and Exempt Classifications:

Paid Leave for Exempt Classifications: Employees in these classifications do not receive personal time, and as such the following conditions of employment apply:

- Employees in these classifications, if sick for more than one week shall receive four (4) weeks of paid leave for each year of service to the Division for up to twelve (12) weeks per qualifying event. These payments shall be at the employee's regular rate of pay. FMLA leave will run concurrent to this leave.
- Thereafter coverage is as described above.

The employee must submit all doctor statements at the start of leave and continue to provide doctors statements throughout the leave. After twelve (12) weeks (based on eligibility) the above short-term amounts will apply. FMLA leave will run concurrent to this leave.

8.4 Extended Sick Leave

Extended Sick leave is defined as sick leave of eight (8) calendar days or longer and shall be categorized in two types: Emergency and Planned.

Emergency Leave: An emergency sick leave may be the result of such things as an accident, or serious sudden illness event requiring immediate medical attention. In the event of an emergency sick leave, the Employee may choose to utilize accumulated leave (personal or vacation time) or go without pay for the initial seven (7) calendar day period. Seven calendar days, as used in this Section, is intended to mean one seven-day week, which is five (5) work days and two (2) rest days.

Planned Leave: All other extended sick leaves shall be considered "Planned" and the initial seven (7) calendar days of sick leave shall be covered by accumulated leave beginning with personal leave. If personal leave has been exhausted, vacation leave shall be used.

Sick leave claim forms may be obtained from the Human Resource office. These forms are to be completed by both the employee and the employee's physician, and shall be mailed or faxed directly to the carrier by the employee, physician or HR Department. Please note that a claim cannot be approved (and payment will be delayed) until all paperwork (employee and physician) has been received by the carrier. The Division is not responsible for any fees charged by the employees' Physician to complete the paperwork however these fees could be covered via the employees FSA.

Any suspected misuse or abuse of the Division extended sick leave policy will be investigated. IF any misuse or abuse is confirmed it could result in discipline up to and including discharge. The investigation may include, but is not limited to, requiring the employee to undergo a medical exam done by an independent agency. If as a result of the independent medical exam the employee is determined to be in good health and can return to work without restrictions benefits under the Division's sick/accident policy shall cease immediately. The total cost of the independent medical examination shall be assumed by the Division.

If the employee is on sick/accident leave for a continuous period of time equivalent to their continuous service with the Division, their seniority shall be broken and any right to return to employment with the Division shall be forfeited. For the first 60 days of this leave the employee's position will be guaranteed but not the shift or workstation/location. After 60 days only the position will be guaranteed.

9. WORKERS' COMPENSATION (on the job work related injury)

All employees are provided with Worker's Compensation coverage in accordance with applicable State Worker's Compensation Laws and short-term payments by the Division shall be calculated as found on the Worker's Compensation Website.

Employees shall report all injuries no matter how minor arising directly from their Division employment to their supervisor immediately after the injury has occurred. Employees will be

compensated by the Division for the first seven (7) calendar days for legitimate short-term injuries, however, if an employee is unable to return to work on the fourteenth (14th) calendar day, the insurance Worker's Compensation carrier will pay the employee starting from the date of the injury. The employee will be required to reimburse the Division the amount the Division paid to the employee for the first seven (7) days. Every effort will be made to have the employee return to work in accordance with the Return to Work Program. Seniority (as defined in this manual as well as the Division Policies, Procedures & Work Rules) shall continue to accumulate for a maximum of eighteen (18) months, and will be counted as continuous service for benefit accrual purposes.

All questions concerning Worker's Compensation provisions should be referred to the Division Safety Manager. Employees shall not be permitted to accept employment elsewhere while on Workers' Compensation leave. Acceptance of employment or working for another Employer while on such leave shall result in immediate termination of Division employment; no exceptions.

Any suspected misuse or abuse of the Division Worker's Compensation policy will be investigated. IF any misuse or abuse is confirmed it could result in discipline up to and including discharge. The investigation may include, but is not limited to, requiring the employee to undergo a medical exam done by an independent agency. If as a result of the independent medical exam the employee is determined to be in good health and can return to work without restrictions benefits under the Division's sick/accident policy shall cease immediately. The total cost of the independent medical examination shall be assumed by the Division.

9.1 On the Job Injuries – Accident Reporting Procedures

Any employee suffering any type of injury while on Division time, or doing any Division work, shall report the injury, no matter how minor, to their supervisor as soon as possible after the injury occurs. The supervisor and the employee will need to complete the Employee Injury Report and forward to the Safety Manager as soon as possible. All investigations will be conducted by the Division Safety Manager or their designee.

An employee may request medical treatment from the clinic designated by the Division. The employee must obtain a clinic authorization form from their supervisor before visiting the designated medical clinic. The employee must punch out when leaving and punch back in on their return. If the supervisor does not have an authorization form please contact the Division Safety Department.

Every visit to the clinic will require a physician's visit report form, signed by the doctor indicating the time of arrival, departure, and condition of the employee. This form must be presented to the Safety Manager before the employee can return to their workstation. Under no circumstances are supervisors to keep medical information including but not limited to doctor's notes relative to Workers Compensation, Sick Leave, Pre-Employment Testing, Drug Screen results and etc.

Depending on the severity or type of injury, employees shall be transported by another Division employee or ambulance to and from the medical clinic or hospital, as determined by their supervisor or Division Safety Manager.

Employees, who are injured and unable to return to work, as determined by the designated

clinic doctor, shall be paid for the balance of their shift.

Employees will not be paid overtime while seeking medical treatment unless the employee is injured while working overtime. In this instance, the employee will be paid the lesser of up to the time they complete clinical treatment or until they are transported to a hospital.

Under current Workmen's Compensation Law, the Division has the right for the first twenty eight (28) days to select the medical treatment center or doctor. If the employee ignores this right and seeks their own treatment it will result in out of pocket costs for all medical treatment and discipline up to and including discharge.

10. RETIREMENT

Retirement Pension Benefits are governed by the provisions of the current WWS Benefits Manual, and the Genesee County Retirement Ordinance and amendments thereto, together with the Retirement Commission's administrative rules and regulations. Copies of the Retirement Ordinance may be obtained from the Genesee County Retirement Office or via their website at www.geneseecountymi.gov. The provisions of this WWS Employee Benefits Manual determine Retirement Healthcare Benefits. Retirement Healthcare Benefits are defined as Hospital/Medical Insurance, Optical Insurance, Life Insurance, and Dental Insurance.

10.1 Membership and Employee Contributions:

All Hourly, Exempt and Appointed employees shall be members of the Genesee County Employees Retirement System (GCERS is a defined benefit retirement system). The Hourly and Exempt employee contribution rate will be seven percent (7%) for all full-time current employees. Appointed employees shall contribute as set by the Drain Commissioner. Employee contributions made after January 1, 2007 are recorded as a pre-tax retirement contribution under IRS Rule 414H (2). The contribution rate is subject to change and employees will be notified if a change occurs.

10.2 Pension Vesting

Vesting for all covered employees for retirement pension benefits shall mean ten (10) years of retirement service credit.

Pension Eligibility hired on or prior to December 31, 2005: All covered Employees, hired prior to December 31, 2005, may draw a retirement pension benefit at: 1) any age upon obtaining twenty-three (23) years of retirement service credit, or 2) age 60 with ten (10) or more years of retirement service credit or 3) age 55 with ten (10) or more years of service credit with a reduced pension benefit as noted below.

Pension Eligibility hired on or after January 1, 2006: All covered Employees hired after January 1, 2006 may draw a retirement pension benefit based upon the following conditions: 1) shall obtain the minimum age of fifty-five (55) years, and twenty-three (23) years of retirement service credit; or 2) obtain the age of sixty (60) years and have a minimum of ten (10) or more years of retirement service credit or 3) age 55 with ten (10) or more years of service credit with a reduced pension benefit as noted below

Pension Calculation as of August 1st, 2022: For all current employees the formula used to compute the straight life retirement pension allowance shall be two and four-tenths percent (2.4%) for all years of service, times the Employee's Final Average Compensation (FAC), multiplied by their retirement service credit. For example: FAC = \$85,000, retirement service credit = 28 years. Straight life pension calculation: $85,000 \times 0.024 \times 28 = \$57,120$

Final Average Compensation (FAC) is defined by the Genesee County Employees Retirement System Retirement Ordinance as:

- For employees hired before January 1st, 2006 FAC is the average of the compensation received by the employee during any two (2) of the employee's years of credited service which produces the highest average compensation.
- For employees hired on or after January 1st, 2006 FAC is the average compensation received by the employee during the three (3) highest of the last five (5) years of compensation immediately preceding retirement.
- FAC for Bargaining Unit Members is defined by the Collective Bargaining Unit Agreement.

Any and all calculations must be verified by the Genesee County Retirement Office as the calculation is subject to approval by the actuary.

Early Retirement Penalty: Age and service retirement at fifty-five (55) years of age with a minimum of ten (10) years of credited service. If a member retires prior to the attainment of age sixty (60) as presently provided, the pension portion of their retirement allowance shall be reduced five-tenths of one percent (.5%) by the number of complete months the date of their retirement precedes the date they would attain age sixty (60).

10.3 Maximum Pension:

Effective October 1, 2009, the maximum retirement pension allowance shall not exceed eighty-five (85%) of the Employee's final average compensation.

10.4 Final Average Compensation

Final Average Compensation hired on or prior to December 31, 2005: See definition above. Overtime and on-call compensation, shall not be included in the calculation for final average compensation. Employees shall not contribute retirement contributions on overtime or on-call compensation. Note: this provision has no impact on total earnings for years prior to January 1, 2012.

Final Average Compensation hired on or after January 1, 2006: See definition above. Overtime and on-call compensation, shall not be included in the calculation for final average compensation effective first paycheck after January 1, 2012. Employees shall not contribute retirement contributions on overtime or on-call compensation. Note: this provision has no impact on total earnings for years prior to January 1, 2012.

10.5 The Reciprocal Retirement Act

The Reciprocal Retirement Act, when used to collect a pension benefit from the Water and Waste Services Division shall not be included for calculating service credit when determining retirement health care eligibility.

10.6 Cost of Living Allowance:

Adjustments of three point five percent (3.5%) of the Straight Life Option, Option A, Option B, or Option C of the initial pension benefit amount (not compounded) shall be made annually beginning with the third year of retirement and continue for years four, five, six, and seven following an Employee's retirement. If the Employee chooses Option Section 25C, the initial cost of living adjustment increase is based upon the Straight Life portion of the Section 25C option formula. The initial cost of living adjustment shall be payable in the next retirement payment after the completion of drawing two (2) full years of the retirement pension benefit. Cost of living adjustments are not included in computing the maximum retirement allowance.

10.7 Pop-up Option:

When a covered employee selects a beneficiary through Retirement Pension Option A (100% survivor) 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 Pension Allowance.

10.8 Service Credit (for more information please refer to attached Appendix I)

Leaves

All employees will be credited with up to thirty (30) calendar days towards their credited service for retirement purposes while on layoff. All employees will be credited with up to sixty (60) calendar days towards their credited service for retirement purposes while on workers' compensation and/or sick leave. Time spent not working after the thirty and/or sixty calendar day credit period can be credited to their credited service for retirement provided that the employee pays the retirement contribution (at the current rate) as determined by the Genesee County Employees' Retirement System (GCERS) and such payment is made within twelve (12) months of service after the employee returns to work. Suspension and time off without compensation are day for day reductions in retirement service credit. Please refer to Article 1 Retirement Date (Credited Service) definition for more information.

For example if an employee was out on sick leave and received \$10,000 from the carrier and if the current contribution rate is 7% the employee would owe \$700 (\$10,000 X 7%). If the employee wishes to purchase lost time they need to contact the HR Department or County Retirement Office within 30 days of returning from leave. The Division will not provide the employees notice for redemption of lost time of retirement credit such as for worker's compensation or other paid leaves. The responsibility for redeeming any such time rests with the employee to work out with the retirement system. If the Division is able to lend assistance with attendance files, it will do so, but the Division will not take responsibility for contacting or notifying the employee or Retirement board.

Purchasing Other Government Service (OGS):

Upon completion of three (3) years of service, all employees shall have the right to purchase credits for time worked for other governmental agencies provided the employee meets all the requirements of the Genesee County Employees' Retirement System Ordinance and the

employee pays the amount of money required for the purchase of other governmental service credits. Employees shall not be able to purchase service credit time towards retirement healthcare benefits. The fifteen year gap rule shall not apply to OGS purchases as noted in MCLA 46.12 a (9) (a) and (b), and the GECERS retirement ordinance.

Employees shall not be able to purchase service credit time towards retirement healthcare benefits.

Purchasing Military Service:

An employee upon completion of three (3) years of service may apply, in writing, to the Retirement Office to receive credit for military service for credited service for retirement purposes only under the provisions of Section 12a (1) b (15) of Act No. 156 of the Public Acts of 1851, as amended by Act No. 507 of the Public Acts of 1982, being Section 46.12a of the Compiled Laws of 1970. The employee must meet all the qualifications and conditions outlined in the above Act, except for the eligibility provisions concerning the purchase of military service credits after 1980 shall be disregarded in the state law. The employee shall have the right to purchase military service credit, provided the employee receives no pension benefit from the military for the time being purchased for credit in this pension plan. Covered employees shall not be able to purchase service credit time towards retirement health care benefits.

10.9 Deferred Retirement

All current and deferred covered employees must have a minimum of ten (10) years of retirement service credit for a retirement pension benefit (purchased time for service credits will be included in determining deferred retirement pension eligibility) and, must have a minimum of ten (10) years of Water and Waste Services Division service credit for retirement health care benefits (purchased service credit will not be included in determining retirement health care eligibility), and must be a minimum of sixty (60) years of age, provisions of 10.2 (Early Retirement Penalty) shall not apply to deferred retirement. Note: It is possible to draw a retirement pension benefit and not be eligible for retirement health care benefits.

All covered employees hired on or after January 1, 2006 shall: have a minimum of ten (10) years of retirement service credit to be eligible for a deferred retirement pension benefit (purchased time for service credits will be included in determining deferred retirement pension eligibility), and have a minimum of fifteen (15) years of Water and Waste Services Division service credit to receive seventy-five percent (75%) of their retirement health care benefit paid by the Division upon their retirement, or must have twenty-three years of credited service with Water and Waste Services Division to receive one hundred percent (100%) paid health care from the Division, and will not be eligible to commence a pension and/or healthcare benefit until age sixty (60), provisions of 10.2 (Early Retirement Penalty) shall not apply to deferred retirement. Purchased service credit in this section shall not be used in determining the retirement health care eligibility criteria

10.10 Retirement Healthcare Benefits

Upon commencement of pension benefit payments, as defined in this benefit manual, the Division shall provide the Employee who retires with a pension benefit that includes retirement health care benefits (defined as: Hospital/Medical Insurance, Dental Insurance, and Optical Insurance coverage, including any premium co-payments, equivalent to the coverage and premium co-payments that are being provided at the time of their retirement, and provided they

meet the retirement health care eligibility requirements in this benefit manual) and life insurance. All retirements on or after May 30th, 2013 will receive the same benefits for Retirement Health Insurance as active employee coverage's, which may change from time to time in the future, (defined as: Hospital/Medical Insurance, Dental Insurance, and Optical Insurance coverage, including any premium co-payments, equivalent to the coverage and premium co-payments for active employees).

Healthcare Reimbursement (Opt Out) for those retired on or after January 1, 2003

During any annual open enrollment period, retirees may advise the Division Director, on forms provided, of their voluntary election not to receive Employer-paid hospital/medical coverage. Retirees must provide proof that the retiree is covered by a medical insurance plan and must sign a waiver which holds the Employer harmless for any liability which may be caused by voluntarily electing not to receive hospital/medical insurance coverage from the Employer.

Thereafter, each full six-month period (June through November and December through May) the retiree goes without the Employer-provided coverage, the retiree will be paid a lump sum gross amount of \$2000 (in December or June as appropriate), provided that during the six-month period the retiree would otherwise have been eligible for Employer-paid coverage, had the retiree been receiving the Employer-paid coverage. This lump sum amount shall be considered as taxable wages.

Effective May 30th, 2013 all new retirees coverage will be equal to what active employees receive.

10.11 Healthcare Vesting

Employees hired on or prior to December 31, 2005: Vesting for all current employees for retirement health care shall mean ten (10) years of credited service working for the Water and Waste Services Division. Effective October 1, 2009, all covered employees shall obtain the minimum age of fifty-five (55) years to be eligible for retirement health care benefits. Purchased service credit time shall not be used in determining the retirement health care eligibility criteria.

Employees hired on or after January 1, 2006: All employees hired on or after January 1, 2006 shall: have a minimum of fifteen (15) years of Water and Waste Services Division service credit to receive seventy-five percent (75%) of their retirement health care benefit paid by the Division upon their retirement and must be a minimum of fifty-five (55) years of age, or must have twenty-three (23) years of credited service with the Water and Waste Services Division to receive one hundred percent (100%) paid health care from the Division, and must be a minimum of fifty-five (55) years of age. Purchased service credit time in this Article shall not be used in determining the retirement health care eligibility criteria.

Retirement Pension Benefits for Beneficiaries:

The retirement pension benefits and the retirement health care benefits are provided if the covered Employee meets the eligibility for each benefit as stated in this benefit manual and provided the retiree makes the applicable co-pay on insurance premiums (where applicable). If the Employee chooses any of the following retirement pension options, the retirement health care benefits stop upon the death of the Employee:

1. Straight Life retirement pension benefit;

2. Section 25 (C) Pension/Social Security (i.e. coordination of pension benefits and social security benefits); or
3. Pension Option B, 50% Survivor: Should the retiree predecease their beneficiary, the beneficiary will only continue to receive 50% of the Employee retirement pension benefit; or
4. Pension Option C: If the retiree deceased during the guaranteed period of Option C, the beneficiaries will only receive the remainder of the guarantee period for the retirement pension benefit.

Retirement Pension Option A:

Retirement Pension Option A - 100% Survivor: Upon retirement, the Employee may select their spouse for Division-paid retirement health care coverage under Option A – 100% Survivor, subject to contractual retirement health care eligibility requirements and the eligibility criteria of the health care provider. If the Employee becomes legally separated or divorced after their retirement, the Employee will be entitled to health care coverage until their death, and health care benefits for the former spouse cease at the time of the legal separation or divorce. The retiree shall notify the Division of the divorce within thirty (30) days of the event. The retiree will be responsible for any extra costs associated with not notifying the Division within the abovementioned thirty (30) day timeframe.

Dependents' Retiree Healthcare Coverage:

Upon retirement, dependents of an employee are eligible for hospital/medical insurance coverage until the end of the calendar year in which they turn the age of twenty-six (26) and until the end of the calendar year in which they turn the age of 19 for dental and vision coverage.

Marriage after Retirement:

Should an employee re-marry after he/she retires from the Division, the new spouse and step-children are not eligible for health care coverage (medical, dental or vision) from the Division.

Healthcare Coverage Married Employees:

The Division will provide one retiree healthcare coverage (medical, dental or vision) to legally married employees (both formerly employed by WWS and their dependents) within the Division and will not reimburse one of the married employees for opting out of healthcare coverage.

Medicare Part A & B:

For active employees: You generally become eligible for Medicare at age 65, and delaying your enrollment can result in penalties, so it is important to act right away. Medicare consists of four major programs: Part A (Hospital) covers hospital stays, Part B (Medical) covers physician fees, Part C is an alternative to original Medicare (Parts A and B). Part D covers prescription medications.

For active employees who are currently enrolled in Division provided medical/hospital insurance: you do not need to enroll in Medicare Part A when you are eligible but you should. If you elect to enroll please notify HR. Your BCBS insurance through the Division will remain

your primary insurance and Medicare will become secondary. Because you are still working you will NOT need to enroll in Part B until you retire.

For employees about to retire: A Division retiree (and their covered spouse) must enroll in Medicare Part A and B at age 65, in order to continue their Division provided retirement health care coverage. Part A is free in most cases while Part B is not. Once you receive your Medicare A&B card you will need to provide a copy of it to HR. If you do not enroll in Part B you will experience claims issues. Medicare will become your primary form of insurance and the Division sponsored coverage you had while employed with the Division (if applicable) will become secondary. The Division sponsored insurance will also cover your prescription drugs. You DO NOT need to enroll in Medicare Part C, Part D or Medi-gap. For more information on enrolling in Medicare please visit www.medicare.gov.

Retirement Life Insurance:

Employees in Classifications 1 through 10, who have at least ten (10) years of Water & Waste Services' service credits (purchased time for service credits will not be included in determining life insurance eligibility), shall receive a \$25,000 straight life insurance policy at commencement of pension benefit payments. Exempt, and appointed employees and elected officials in meeting the same qualifications stated above shall receive a \$50,000 straight life insurance policy at commencement of pension benefit payments. For coverage amounts for employees who retired on or before September 1st, 2006 please see the HR Department.

10.12 Non-Duty Death:

For all covered employees: A retirement pension benefit may be paid under the eligibility provisions of the Retirement Ordinance. The spouse and dependants (Note: dependants only covered to age twenty-six (26) for hospital/medical insurance coverage and age 19 for dental and vision coverage), of a current Employee who has deceased for non-duty reasons, will be entitled to retirement health care benefits if the Employee has a minimum of fifteen (15) years of credited service with the Water and Waste Services Division. Purchased OGS does not count toward this credit. If a non-spouse is selected, or if multiple beneficiaries are selected by the Employee on the nomination of beneficiary form on file in the Retirement Office, no retirement health care benefits shall be provided by the Division. A retirement pension benefit may be paid under the eligibility provisions of the Retirement Ordinance. The spouse and dependants of a current employee who has deceased for non-duty reasons will be entitled to retirement healthcare benefits if the employee is eligible. If a non-spouse is selected, or if multiple beneficiaries are selected by the employee on the nomination of beneficiary form on file in the Retirement Office, no retirement healthcare benefits shall be provided by the Division (Note: dependents only covered to age twenty-six (26) for hospital/medical insurance coverage and age 19 for dental and vision coverage)

10.13 Duty Death:

For all current employees: A death in the line of duty benefits and the retirement pension benefit may be paid under the eligibility provisions of the Retirement Ordinance. The spouse and dependants of a current employee, who has been determined to fall under the Retirement Ordinance provisions for death in line of duty, will be entitled to retirement healthcare benefits based upon the language in the Widow Retirement Ordinance. (Note: dependants only covered to age twenty-six (26) for hospital/medical insurance coverage and age 19 for dental and vision coverage). If a non-spouse is selected, or if multiple beneficiaries are selected by

the employee on the nomination of beneficiary form on file in the Retirement Office, no retirement healthcare benefits shall be provided by the Division.

10.14 Non-Duty Disability:

For all covered employees, who have at least fifteen (15) years of retirement service credit and who are found eligible by the Genesee County Retirement Commission to retire with a non-duty disability pension retirement will be entitled to retirement health care benefits if the Employee has fifteen (15) years of credited service with the Water and Waste Services Division. The health care benefit coverage will cease upon the Employee's death (unless the Employee selects Retirement Option A – 100% Survivor and meets the health care eligibility requirements).

For all new hires after January 1, 2006, who are found eligible by the Genesee County Retirement Commission to retire with a non-duty disability pension retirement, must have a minimum of fifteen (15) years of credited service with the Water and Waste Services Division in order to receive 75% paid retirement health care benefits, or must have a minimum of twenty-three (23) years of credited Water and Waste Services Division service credits to receive 100% paid retirement health care. All non-duty disability pension retirements are not eligible to select Retirement Pension Option Section 25 (c).

10.15 Duty Disability:

Any employee, who is found eligible by the Genesee County Retirement Commission to retire with a duty disability retirement pension, will be entitled to: healthcare for the lifetime of the employee, and healthcare coverage will cease upon the employee's death (unless the employee selects Retirement Option A – 100% Survivor). All duty disability pension retirements are not eligible to select Retirement Pension Option Section 25 (c).

10.16 Beneficiary Documents: Upon hire all employees must complete the appropriate beneficiary documents (where applicable). If any beneficiaries change it is the employee's responsibility to notify the HR office. The Division will not be held responsible for the employee failing to make changes.

11. EDUCATIONAL, LICENSE, CERTIFICATE & TRAINING REIMBURSEMENT

11.1 Educational Reimbursement

The Educational Reimbursement program was established with the express purpose of enabling Division employees to further their education and acquire new skills. The following provisions constitute the procedure that governs the Educational Reimbursement Program.

Eligible full-time Hourly and Exempt employees will be reimbursed for tuition fees for approved college level course work or Division approved certificate programs, 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, unless the employee is utilizing authorized time off under the personal or vacation leave provisions.

- (b) Employees must be full-time and on the active employment payroll at the beginning of the course, during the course, and at the completion of the course (probationary employees are excluded from applying and being reimbursed).
- (c) Course work must be taken through an accredited college or institution. This can include both in-person classes as well as on-line classes.
- (d) Employees must satisfactorily meet academic requirements ("C" or equivalent for all undergraduate course work and "B" or equivalent for all graduate course work).
- (e) Reimbursement for eligible hourly and exempt employees is limited to \$2,000.00 per calendar year for undergraduate tuition expenses, and \$4,000.00 per calendar year for graduate tuition expenses, for approved courses, which end in that calendar year.
- (f) In no instance will a reimbursement exceed the employee's actual expenditures, nor will reimbursement be issued for expenses also being reimbursed through other sources (i.e., scholarships, GI Bill, etc.). Fees and payments for, transportation, parking, meals, recreational activities, and graduation are excluded.

In order to be eligible for reimbursement, employees must make application for educational reimbursement through the Human Resource Office on designated forms a minimum of two weeks prior to the start of class. It is the sole responsibility of the employee to submit their application to the HR Office by this deadline.

Upon receipt of this application, a determination will be made by the Department Head, in conjunction with the HR Office and Division Director as to whether the employee and the course work meet program eligibility requirements. Thereafter, the original signed copy will be returned to the employee prior to the start of class, signifying a determination under the Educational Reimbursement Program.

Upon completion of an approved course, employees must submit to the Human Resource Office an official copy of the grade report or similar official evidence of completion for the course, a receipt for tuition payment of the course and a copy of the approved application form. Tuition reimbursement payment will be issued for approved courses within thirty (30) days of receipt of above documents.

11.2 Continuing Education Credits (CEC's) or Professional Development Hours (PDH's)

The Division understands the importance of obtaining CECs/PDHs in order to keep licenses and certifications valid. In order to keep licenses and certifications current employees are expected to obtain the appropriate number of CECs/PDHs in the time frames given by the State regulatory agency or other licensing agency. Any lapse in certification or license could result in discipline up to and including discharge.

It is the employee's responsibility to receive and maintain the appropriate number of CEC's needed for the license. The Division will strive to provide sufficient in-house training to meet the need.

For all Hourly and Exempt employee's the Division may pay for CECs/PDHs training or other required training, travel and coursework however said CECs/PDHs training or other required training will be at the sole discretion and approval of the Department Head or the individual assigned this responsibility by the Department Head. For CECs/PDHs for Union employees please refer to the Collective Bargaining Unit Agreement.

The appropriate forms shall be utilized when requesting CECs/PDHs training. Employees have to apply for all outside training. A Division vehicle may be utilized for travel if approved by the Department Head.

11.3 License Renewal

If an Hourly or Exempt employee is required to have a certain license or certificate for their position or pay grade the Division will pay the renewal fee when the time comes, provided the employee qualifies. If the Hourly or Exempt employee has a license or certificate that is not required for their position the Division may pay for the renewal at sole discretion of the Department Head, if not the employee will be responsible for the cost of the renewal.

If an Exempt or Hourly employee is required to have a certain license or certificate for their position or pay grade and the renewal of said license or certificate requires taking an exam the Division will pay the renewal/exam fee, the trip and travel expenses (where applicable) and time off for the employee once during the renewal period. If the employee fails the exam the first time and has to retake the exam all time off and expenses related to renewing will be the responsibility of the employee. A Division vehicle may be utilized for travel if approved by the Department Head.

If the Hourly or Exempt employee has a license or certificate that is not required for their position and the renewal of said license or certificate requires taking an exam the Division may pay the renewal/exam fee, the trip and travel expenses (where applicable) and time off for the employee at sole discretion of the Division Director and only if the department's budget allows for it, if not the employee will be responsible for the cost of the renewal, exam, travel and time off. If the first renewal attempt (in the renewal period) is approved by the Department Head and if the employee fails the exam the first time and has to retest, all time off and expenses related to renewing will be the responsibility of the employee. A Division vehicle may be utilized for travel if approved by the Division Director.

If any request for training, renewal or testing is denied, the Department Head shall provide the Human Resources Manager with a memo explaining why the request was denied.

If the Division is paying for the employee to renew and keep their license the employee will not be allowed to use that license outside of employment with the Division unless given written permission to do so by the Director or their designee.

12. UNIFORM & CLOTHING ALLOWANCE

All Hourly and Exempt employees are granted a yearly clothing allowance. A prorated amount will be granted upon the employees' completion of 1,040 hours of straight time worked. Probationary employees will be allowed to purchase two shirts from the approved list and the amount will come off their already prorated allocation for the year. The allowance and item limitations (what an employee can and cannot purchase) depend on the position the employee holds. Hourly and Exempt employees have a one-year allowance set by the Director to purchase from the approved list. Where applicable these employees must first have one pair of approved safety toed boots. For a list of allowances by position and approved clothing lists please see the HR Department.

Employees have to be actively working (not on leave) in order to utilize their uniform allowance.

Starting in 2023 all Hourly and Exempt employees who are required to work in the field will be allowed \$300 every other year to purchase safety toed boots (more than one pair can be purchased up to \$300 however they must be safety toed).

Any requests for Uniform related purchases will not be allowed after November 1st of each year.

13. OTHER BENEFITS

Other (employee paid) benefits are also available. If you are interested in any of the following benefits please contact the HR Department:

- 98point6 On-Demand Healthcare (free to all employees). Please refer to the annual Open Enrollment manual for more information on this product and how to download and use the app.
- AFLAC insurance (health and life). Please refer to the annual Open Enrollment manual for more information on this product.
- LifeLock Identity Theft insurance. Please refer to the annual Open Enrollment manual for more information on this product.
- Deferred Compensation Retirement (457) plan.
- Additional Life Insurance. Please refer to the annual Open Enrollment manual for more information on this product.
- FSA (for both medical expenses and dependent care). Please refer to the annual Open Enrollment manual for more information on this product.

The aforementioned benefits are available to all employee regardless of probationary status. Employees can only sign up however during the annual open enrollment period held in the Fall (with the exception of the 457 plan).

Benefits offered by the Division may change from time to time. If other benefits are made available throughout the year employees will be notified by the HR Office.

Genesee County Retirement Commission Service Credit Purchase Policy

Purchase of Prior County Forfeited Time

This service credit purchase policy is intended to provide members with guidance on purchasing permissive service credit. A member's ability to purchase various forms of permissive service credit is controlled by his or her collective bargaining agreement, the Genesee County Employees' Retirement Ordinance and applicable statutes. This policy is intended to provide general guidance.

- 1.** A member of the Genesee County Employees' Retirement System ("Retirement System") who ceases to be employed by an employer within the Retirement System may elect to withdraw his or her accumulated member contributions and interest from the System pursuant to **Section 37** of the Retirement Ordinance. A member who withdraws his or her accumulated member contributions and interest shall forfeit his or her credited service for retirement purposes. The member should contact the Human Resources Department of his or her employer to obtain information regarding the impact to retiree health care and other fringe benefits in the event of withdrawal.
- 2.** Pursuant to **Section 17** of the Retirement Ordinance, in the event that the member is re-employed by any employer member within the Retirement System, he or she may apply to have the credited service last forfeited restored in accordance with these Purchase of Prior County Forfeited Time procedures.
- 3.** The member must complete the Application to Purchase Prior County Forfeited time form (Form CRE.1) and submit it to the Retirement Office. **The application must be made within twelve months of the member's return to employment and it must be made while the member is actively employed with an employer member of the Retirement System.** The form can be obtained by contacting the Retirement Office at 810-257-2626 or 1-800-949-2627, or by accessing it on the Retirement Commission's web site at www.co.genesee.mi.us.
- 4.** Upon timely application by the member, the Retirement Office Supervisor will calculate the member's cost to purchase the prior service pursuant to **Section 21** of the Retirement Ordinance, and provide a detailed cost worksheet to the member. The Retirement Office Supervisor will, time permitting, place the application on the agenda of the next regularly scheduled meeting of the Retirement Commission for approval.
- 5.** Upon approval by the Retirement Commission, the Retirement Office Supervisor shall send a notification of approval letter to the member that

indicates the amount of prior county service time eligible for purchase, the member's total cost to purchase the service credit, and the Maximum Payment Completion Period that has been granted to the member.

6. The following payment methods are available: 1) payroll deduction if allowed by employer; 2) personal check or cash; or 3) transfers from an IRS Section 457 (deferred compensation) or 403(b) (tax sheltered annuity) retirement plan. The member should contact the Retirement Office regarding payment options. Partial payments are accepted at a minimum of \$2,000. The applicant must be actively employed when payments are made.

7. The Maximum Payment Completion Period for purchases shall be from the date of the Retirement Commission's approval as follows:

<u>Cost of Service</u>	<u>Maximum Payment Completion Period</u>
0 - \$1,500	One Year
\$1,501 - \$3,000	Two Years
\$3,001 - \$4,500	Three Years
Above - \$4,500	Four Years

8. In the event that the approved Prior County Forfeited Time purchase is not completed by the end of the Maximum Payment Completion Period granted; or if the employment relationship has been terminated prior to the end of the Maximum Payment Completion Period; the amount of funds paid toward the purchase will be converted into service credit days and the member's retirement service date will be adjusted accordingly.

9. All payments for approved Prior County Forfeited Time made to the Retirement System trust fund are final transactions and may only be withdrawn upon termination of employment in the event the member is not eligible for a retirement allowance.

Adopted by the Retirement Commission 9/19/2005, Revised 9/22/2008

Service Credit Purchase Policy

Purchase of Active Military Service Time

This service credit purchase policy is intended to provide members with guidance on purchasing permissive service credit. A member's ability to purchase various forms of permissive service credit is controlled by his or her collective bargaining agreement, the Genesee County Employees' Retirement Ordinance and applicable statutes. This policy is intended to provide general guidance.

- 1.** A member must meet the vesting requirements of his or her collective bargaining agreement and **Section 20** of the Retirement Ordinance to be eligible to purchase active military service. Inactive service is not eligible. The member cannot purchase service for which a military pension is or will be received.
- 2.** The member must submit to the Retirement Office a copy of his or her DD214 and a written request to purchase the Military Service time. Members wishing to purchase military reserve time must submit documentation of their reserve service points.
- 3.** Generally, the member may purchase up to five years of active Military Service time unless the member's collective bargaining agreement has been modified to increase or reduce this maximum purchase limitation.
- 4.** Members that entered the military after 6/1/1980 must document that their service was during a time of "war or emergency conditions" as evidenced by a Presidential Proclamation or executive order and for which an expeditionary medal was awarded *unless the member's collective bargaining agreement has been modified to supersede this condition*. To be eligible for recognition of service credit in the Retirement System for a period of intervening uniformed services, an employee must make payment to the Retirement System in the amount of employee contributions the member would have been required to contribute had the member remained continuously employed throughout the period of uniformed service.
- 5.** The Retirement Office Supervisor will calculate the cost of the military service purchase according to the formula set forth in **Section 20** of the Retirement Ordinance and provide the application form to the member (the member's current wage and longevity rate will be annualized and multiplied by 5.0%, and then multiplied by the number of years of service to be purchased). Fractional months will not be considered pursuant to the Retirement Ordinance, unless the member is applying for intervening military service credit, in which case any service credit lost resulting from a valid leave of absence will be permitted..

6. Upon receipt of the signed application by the member (Form CRE.2), the Retirement Office Supervisor will forward the member's request to the Retirement Commission for approval at its next regularly scheduled meeting. The member must be actively employed at the time of application and payment and throughout the payment completion period, if applicable. However, if a member is reactivated to military service during a payment completion period, the period of repayment will be extended by the corresponding days of active service, and will re-commence upon re-employment..

7. Upon approval by the Retirement Commission, the Retirement Office Supervisor shall send a notification of approval letter to the member that indicates the amount of service time eligible for purchase, the member's total cost to purchase the service credit, and the Maximum Payment Completion Period that has been granted to the member. Payment must be made upon re-employment during a minimum period of sixty (60) days up to a maximum period equal to the lesser of 1) three times the period of the member's service in the uniformed services, or 2) five (5) years.

8. The following payment methods are available: 1) payroll deduction if allowed by employer; 2) personal check or cash; or 3) transfers from an IRS Section 457 (deferred compensation) or 403(b) (tax sheltered annuity) retirement plan. The member should contact the Retirement Office regarding payment options. Partial payments are accepted at a minimum of \$2,000. The applicant must be actively employed when payments are made.

9. The Maximum Payment Completion Period for purchases shall be from the date of the Retirement Commission's approval as follows:

<u>Cost of Service</u>	<u>Maximum Payment Completion Period</u>
0 - \$1,500	One Year
\$1,501 - \$3,000	Two Years
\$3,001 - \$4,500	Three Years
Above - \$4,500	Four Years

10. In the event that the Military Service time purchase is not completed by the end of the Maximum Payment Completion Period granted; or if the employment relationship has been terminated prior to the end of the Maximum Payment Completion Period; the amount of funds paid toward the purchase will be

converted into service credit days and the member's retirement service date will be adjusted accordingly. A member may re-apply to the Retirement Commission to purchase any remaining Military Service Time that was not previously paid at his or her then current wage rates.

11. Adequate documentation of eligible active Military Service Time is the sole responsibility of the member. It shall also be the employee's responsibility to notify the Retirement Commission through the Retirement Office Supervisor, of any and all intervening military leaves of absence and re-employment. Failure to provide timely notice may result in expiration of the re-payment period and forfeiture of the corresponding military service time.

12. All payments for approved Military Service Time made to the Retirement System trust fund are final transactions and may only be withdrawn upon termination of employment in the event the member is not eligible for a retirement allowance.

Adopted by the Retirement Commission on 9/19/2005; Revised 9/22/2008;
Revised 11/16/2009

Service Credit Purchase Policy

Purchase of Other Governmental Service Time

This service credit purchase policy is intended to provide members with guidance on purchasing permissive service credit. A member's ability to purchase various forms of permissive service credit is controlled by his or her collective bargaining agreement, the Genesee County Employees' Retirement Ordinance and applicable statutes. This policy is intended to provide general guidance.

- 1.** A member must meet the vesting requirements of his or her collective bargaining agreement and **Section 18** of the Retirement Ordinance to be eligible to purchase Other Governmental Service time.
- 2.** General conditions to be satisfied are:
 1. The service must have been with a municipal unit of government or a public school.

2. The service cannot conflict with other actual or purchased service, i.e., no more than one year of credited service may be granted during any one calendar year.
3. The member must irrevocably forfeit his or her rights to a deferred retirement allowance from the former employer.

HYPOTHETICAL EXAMPLES (Limitations May Apply-Paragraph 1 noted above)

Scenario I – Solely Defined Benefit Prior Service:

As an employee of Municipality A, a member participated in a defined benefit plan for 10 years. As part of Municipality's A defined benefit plan, the employee and the employer made contributions and the accumulated contribution earned interest in Municipality A's retirement system. The member is now an employee of Genesee County and seeks to purchase his 10 years of prior government service.

Under the Genesee County Retirement Commission's policy, the member may purchase all 10 years of prior government service. The member must withdraw all accumulated contributions from Municipality A's retirement system and must waive the member's right to any retirement benefit (i.e. credited service and employer contributions). The member may then purchase the 10 years with the Genesee County Employees' Retirement System based on the Retirement Commission's calculations.

Scenario II – Solely Defined Contribution Prior Service:

As an employee of Municipality B, a member participated in a defined contribution plan for 10 years. As part of Municipality B's defined contribution plan, the member and the employer each contributed 5% of his earnings (10% total) and the member's defined contribution account is credited with investment earnings. The member is now an employee of Genesee County and seeks to purchase the 10 years of prior government service.

Under Retirement Commission policy, the member may purchase all 10 years of prior government service. The member must withdraw all funds in his defined contribution account from Municipality B's retirement system that are attributable to employee contributions and investment earnings on the employees' portion and must waive the right to the employer contributions and corresponding investment earnings. The member may then purchase the 10 years with the Genesee County

Employees' Retirement System based on the Retirement Commission's calculations. Although the employee may be 100% vested in the defined contribution plan balance and the investment earnings on the employer portion, they must forfeit all rights to all employer contributions and corresponding investment earnings.

Scenario III – Defined Benefit Service, then Defined Contribution Service:

As an employee of Municipality A, a member participated in a defined benefit plan for 5 years. After the 5-year period, Municipality A establishes a defined contribution plan and allows the actuarial present value of the 5-year defined benefit accrual (which includes employee and employer contributions and investment earnings on both these amounts) to be transferred to its defined contribution plan. The transfer amount from the defined benefit plan to the defined contribution plan is characterized as employee contributions in which the employee is 100% vested at the time of the transfer. The employee and employer contribute to the new defined contribution plan and the employee terminates after 10 years. The member is now an employee of Genesee County and seeks to purchase the 10 years of prior government service.

Under Retirement Commission policy, the member may purchase all 10 years of prior government service. The member must withdraw all funds in his or her defined contribution account from Municipality A's retirement system that are attributable to employee contributions and investment earnings for both the defined benefit plan service and the defined contribution plan service. The member must also, however, waive the right to the credited service and to the employer contributions and corresponding investment earnings for both the defined benefit plan and the defined contribution plan. The member may then purchase the 10 years with the Genesee County Employees' Retirement System based on the Retirement Commission's calculations.

Scenario IV – Defined Contribution Service, then Defined Benefit Service:

As an employee of Municipality A, a member participated in a defined contribution plan for 5 years. After the 5-year period, Municipality A establishes a defined benefit and allows the account balance of the 5-year defined contribution account (which includes employee and employer contributions and investment earnings on both these amounts) to be transferred to its defined benefit plan. The transfer amount from the defined contribution plan to the defined benefit plan is characterized as employee contributions in which the employee is 100% vested at the time of the transfer. The employee and the employer continue to make contributions. The employee terminates

after 10 years. The member is now an employee of Genesee County and seeks to purchase the 10 years of prior government service.

Under Retirement Commission policy, the member may purchase all 10 years of prior government service. The member must withdraw all funds in his or her defined benefit account from Municipality A's retirement system that are attributable to employee contributions and investment earnings for both the defined contribution plan service and the defined benefit plan service. The member must also, however, waive the right to the employer contributions and the corresponding investment earnings and the credited service for both the defined contribution plan and the defined benefit plan. The member may then purchase the 10 years with the Genesee County Employees' Retirement System based on the Retirement Commission's calculations.

4. Some collective bargaining agreements prohibit the purchase of Other Governmental

Service that is deemed temporary. The service must be classified as full-time or part-time.

5. Adequate documentation of the Other Governmental Service time is the

sole responsibility of the member. The member's former employer must certify the eligible

Other Governmental Service Time to the Retirement Commission.

6. Generally, there is no limit to the amount of Other Governmental Service Time that can be purchased unless modified by collective bargaining agreement or Ordinance amendment.

7. Employment that occurred within 15 years of separation from service from the former employer may be considered unless modified by collective bargaining agreement or Ordinance amendment.

3. The Retirement Commission's Other Governmental Service Time Employer Questionnaire (CRE.3) is available by contacting the Retirement Office at 810-257-2626 or 800-949-2627, or by accessing it on the Retirement Commission's web site at www.co.genesee.mi.us. The Retirement Office has generally found that the most effective means of obtaining adequate documentation of the Other Governmental Service Time is to contact the former employer and provide the questionnaire to be completed and returned.

4. The Retirement Office will evaluate the documentation and respond to the member in writing regarding any issues that must be resolved with respect to eligibility.

5. When the documentation is in order, the Retirement Office Supervisor will calculate the cost of the service pursuant to **Section 18** of the Retirement Ordinance and provide written notice and an application form to the member. The Retirement Office Supervisor will notify the member of the date of the next regularly scheduled meeting of the Retirement Commission in the correspondence.

6. Upon receipt of a signed application by the member (Form CRE.4), the Retirement Office Supervisor will forward the member's request to the Retirement Commission for approval at its next regularly scheduled meeting. Applications received after the meeting date are subject to additional interest charges calculated to the final approval date. The member must be actively employed at the time of application and payment.

7. Upon approval by the Retirement Commission, the Retirement Office Supervisor shall send a notification of approval letter to the member that indicates the amount of Other Governmental Service time eligible for purchase, the member's total cost to purchase the service credit, and the Maximum Payment Completion Period that has been granted to the member.

8. The following payment methods are available: 1) payroll deduction if allowed by employer; 2) personal check or cash; or 3) transfers from an IRS Section 457 (deferred compensation) or 403(b) (tax sheltered annuity) retirement plan. The member should contact the Retirement Office regarding payment options. Partial payments are accepted at a minimum of \$2,000. The applicant must be actively employed when payments are made.

9. The Maximum Payment Completion Period for purchases shall be from the date of the Retirement Commission's approval as follows:

<u>Cost of Service</u>	<u>Maximum Payment Completion Period</u>
0 - \$1,500	One Year
\$1,501 - \$3,000	Two Years
\$3,001 - \$4,500	Three Years
Above - \$4,500	Four Years

10. In the event that the Other Governmental Service time purchase is not completed by the end of the Maximum Payment Completion Period granted; or if the employment relationship has been terminated prior to the end of the Maximum Payment Completion Period, the amount of funds paid toward the purchase will be converted into service credit days and the member's retirement service date will be adjusted accordingly. A member may re-apply to the Retirement Commission to purchase any remaining service that was not previously paid with additional interest calculated to the new approval date.

11. Adequate documentation of the Other Governmental Service Time is the sole responsibility of the member.

12. All payments for approved Other Governmental Service Time made to the Retirement System trust fund are final transactions and may only be withdrawn upon termination of employment in the event the member is not eligible for a retirement allowance.

Adopted by Retirement Commission 9/19/2005; Revised 9/22/2008

Service Credit Purchase Policy

Purchase of Short and Long-Term Disability (Sick Leave)

This service credit purchase policy is intended to provide members with guidance on purchasing permissive service credit. A member's ability to purchase various forms of permissive service credit is controlled by his or her collective bargaining agreement, the Genesee County Employees' Retirement Ordinance and applicable statutes. This policy is intended to provide general guidance.

1. Pursuant to **Section 19(b)** of the Retirement Ordinance, a member may purchase sick leave time in order to restore breaks in retirement service credit that occur after the grace period allowed per collective bargaining agreement or personnel policy. **The member has twelve months from the date of return to work to complete the purchase. Note: It is not the Employer's or the GCERS' responsibility to notify a member of this provision.**

2. As leaves of absence are reported by the employer to the Retirement Office, the Retirement Office will adjust the member's service date for retirement purposes.

3. Members are required to submit a request in writing to the Retirement Office to purchase the sick leave time to restore lost service credit.
4. The member must have received a monetary benefit from the disability carrier during the period of disability leave. Unpaid leaves cannot be purchased.
5. The Retirement Office will prepare a letter indicating the dates of the sick leave, the amount of lost retirement service credit and the cost to purchase the sick leave to restore credited service. Purchasing sick leave will only restore retirement service credit. It does not affect a member's seniority date for purposes of any other benefit accruals.
6. The cost to purchase the sick leave will be calculated by multiplying the amount of benefit received from the sick leave carrier by the member's retirement contribution rate.
7. The following payment methods are available: 1) payroll deduction if allowed by employer; 2) personal check or cash; or 3) transfers from an IRS Section 457 (deferred compensation) or 403(b) (tax sheltered annuity) retirement plan. The member should contact the Retirement Office regarding payment options.
8. Sick leaves not purchased within 12 months from return to work cannot be restored unless the employer opens a window period to allow it.
9. All payments for approved Short and/or Long-Term Disability (Sick Leave) Time made to the Retirement System trust fund are final transactions and may only be withdrawn upon termination of employment in the event the member is not eligible for a retirement allowance.

Adopted by the Retirement Commission 9/19/2005; Revised 9/22/2008

Service Credit Purchase Policy

Purchase of Worker's Disability Compensation Leaves

This service credit purchase policy is intended to provide members with guidance on purchasing permissive service credit. A member's ability to purchase various forms of permissive service credit is controlled by his or her collective bargaining agreement, the Genesee County Employees' Retirement

Ordinance and applicable statutes. This policy is intended to provide general guidance.

1. Pursuant to **Section 19(b)** of the Retirement Ordinance, a member may purchase worker's disability compensation time (weekly payments only) in order to restore breaks in retirement service credit that occur after the grace period allowed per collective bargaining agreement or personnel policy. **The member has twelve months from the date of return to work to complete the purchase. Note: It is not the Employer's or the GCERS' responsibility to notify the member of this provision.**

2. As leaves of absence are reported by the employer to the Retirement Office, the Retirement Office will adjust the member's service date for retirement purposes.

3. Members are required to submit a request in writing to the Retirement Office to purchase the worker's disability compensation time to restore lost service credit.

4. The member must have received weekly worker's compensation payments. Unpaid leaves cannot be purchased.

5. The Retirement Office will prepare a letter indicating the dates of the worker's compensation leave, the amount of lost retirement service credit and the cost to purchase the worker's compensation leave to restore credited service. Purchasing worker's compensation time will only restore retirement service credit. The member should contact his or her respective employer regarding the effect of a worker's compensation leave on other benefit accruals.

6. The cost to purchase the worker's disability compensation leave will be calculated by multiplying the amount of worker's compensation weekly benefit received by the member's retirement contribution rate.

7. The following payment methods are available: 1) payroll deduction if allowed by employer; 2) personal check or cash; or 3) transfers from an IRS Section 457 (deferred compensation) or 403(b) (tax sheltered annuity) retirement plan. The member should contact the Retirement Office regarding payment options.

8. Worker's disability compensation leaves not purchased within 12 months from return to work cannot be restored unless the employer opens a window period to allow it.

9. All payments for approved Short and/or Long-Term Disability (Sick Leave) Time made to the Retirement System trust fund are final transactions and may only be withdrawn upon termination of employment in the event the member is not eligible for a retirement allowance.

Adopted by the Retirement Commission on 9/19/2005; Revised 9/22/2008

Service Credit Purchase Policy

Purchase of Unemployment/Layoff Time

This service credit purchase policy is intended to provide members with guidance on purchasing permissive service credit. A member's ability to purchase various forms of permissive service credit is controlled by his or her collective bargaining agreement, the Genesee County Employees' Retirement Ordinance and applicable statutes. This policy is intended to provide general guidance.

1. Pursuant to **Section 19(b)** of the Retirement Ordinance, a member may purchase unemployment/layoff time in order to restore breaks in retirement service credit that occur after the grace period allowed per collective bargaining agreement or personnel policy. **The member has twelve months from the date of return to work to complete the purchase. Note: It is not the Employer's or the GCERS' responsibility to notify the member of this provision.**
2. As layoffs are reported by the employer to the Retirement Office, the Retirement Office will adjust the member's service date for retirement purposes.
3. Members are required to submit a request in writing to the Retirement Office to purchase the unemployment/layoff time to restore lost service credit.
4. The member must have received unemployment compensation for the period of the layoff. Unpaid leaves cannot be purchased.
5. The Retirement Office will prepare a letter indicating the dates of the layoff, the amount of lost retirement service credit and the cost to purchase the layoff to restore credited service. Purchasing layoff time will only restore retirement service credit. It does not affect a member's seniority date for purposes of any other benefit accruals.

6. The cost to purchase the layoff will be calculated by multiplying the amount of unemployment compensation received by the member's retirement contribution rate.

7. The following payment methods are available: 1) payroll deduction if allowed by employer; 2) personal check or cash; or 3) transfers from an IRS Section 457 (deferred compensation) or 403(b) (tax sheltered annuity) retirement plan. The member should contact the Retirement Office regarding payment options.

8. Unemployment/Layoffs not purchased within 12 months from return to work cannot be restored.

9. All payments for approved Unemployment/Layoff Time made to the Retirement System trust fund are final transactions and may only be withdrawn upon termination of employment in the event the member is not eligible for a retirement allowance.

Adopted by the Retirement Commission 9/19/2005; Revised 9/22/2008