

**INGHAM COUNTY**

**AND**

**THIRTIETH JUDICIAL CIRCUIT COURT**

**AND**

**55TH DISTRICT COURT**

**AND**

**INGHAM COUNTY PROBATE COURT**

**MANAGERIAL AND CONFIDENTIAL  
EMPLOYEE PERSONNEL MANUAL**

**January 1, 2018 - December 31, 2018**

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## **A. PURPOSE AND INTENT**

It is the purpose and intent of this Managerial and Confidential Employee Personnel Manual to act as an information outline of benefits that the Employer intends to extend to its Managerial and Confidential employees. This plan should not be construed as creating a contract between the Employer and any of the applicable employees. The interpretation and operation of the benefits noted herein are within the sole discretion of the Ingham County Board of Commissioners, or its designees. Benefits as outlined in this document may be added to, expanded, reduced, deleted or otherwise modified by the Ingham County Board of Commissioners and any such modifications in the plan shall be solely within the discretion of the Employer. It is the intent of the Employer to provide reasonable prior notice of such changes, if any, or modifications to the employees affected thereby. The Employer reserves and retains, solely and exclusively, all rights to manage and operate its affairs and neither the constitutional nor the statutory rights, duties and obligations of the Employer shall in any way whatsoever be abridged by the terms of this plan. The fact that these policies may have been applied differently in the past does not affect their current or future enforcement.

No person or representative of the Employer, other than the Board of Commissioners, has any authority to enter into any agreement for employment for any specified period of time, or to make any agreement contrary to the provisions contained herein. It is the intent of the Board of Commissioners that this Manual will be amended to equivalently match changes negotiated in collective bargaining agreements. Managers and Confidential employees are employees at will.

## **B. COMPENSATION PLAN**

1. The following Manual has been developed to become effective for the period **January 1, 2018 – December 31, 2018** and is subject to change by the Board of Commissioners.

2. Employees not at the top step of the salary range for their classification may be considered for a step increase to the next appropriate step as of their anniversary date, or hire date as defined. Step increases will be subject only to the approval of the immediate supervisor with the exception of those positions reporting directly to the Board of Commissioners or Judges. Those positions include but may not be limited to the Health Officer, Animal Control Director, Veterans Affairs Director, Director–Equalization, Managing Director – Road Department, Board Coordinator, Friend of the Court, Circuit Court Administrator, District Court Administrator and Magistrate, Probate Court Administrator, and the Controller, and must be approved by the appropriate presiding Judge or liaison committee Chairperson of the Board of Commissioners.

3. "Date of hire" is defined as the date that an employee commences employment in a full or part-time position and is used for the purpose of determining length of employment and step increases as long as said employee remains in said classification. The date of hire is not used for reclassification or promotion purposes regarding step increases.

4. "Anniversary date" is defined as the date used to determine length of service within a specific classification. An employee is assigned an anniversary date upon a promotion or reclassification. Anniversary date is used if an employee is reclassified or promoted to determine the date for subsequent step increases.

5. Employees will not be paid at rates in excess of the maximum for their salary grade and classification.

6. At the discretion of the County Services Committee, for County Managers and Confidential employees, or Chief Judge for Court Managers, and Court Confidential employees, a new employee may be started above Step 2 of the appropriate grade. Upon appropriate justification by the department and subsequent approval of the Human Resources Director, a new employee may be started at Step 2.

At the discretion of the Ingham County Health Department and with the approval of the Human Resources Director, Primary Care Physicians and Dentists may be started at Step 5 and Physicians Assistants up to and including Step 4 of the appropriate grade when it is determined to grant credit for prior applicable experience. Documentation and verification of the experience shall be the responsibility of the Department.

At the discretion of the Chief Judge, Court Officer/Research Clerks in the Circuit Court that have passed the bar exam will start at step 2 of the pay scale. Court Officer/Research Clerks that had not passed the bar exam prior to initial employment and subsequently pass the bar exam will be moved to step 2 upon providing proof the he/she passed the bar exam.

8. a. "Current annual wage" is defined as the salary paid to the employee on the date immediately prior to the date of reclassification or promotion.

b. Employees who are reclassified or promoted within their career field to a new or different pay grade shall receive an increase of a minimum of five percent (5%) to a maximum of ten percent (10%) more than the above-stated current annual wage, except in the event that step one of the new salary grade is greater than ten percent (10%) above the current annual wage said employee shall be placed in step one of the new salary grade.

c. If there is no step in the new salary grade that is between five and ten percent (5% - 10%) higher than the current annual wage, said employee shall receive an annual salary increase of seven and one-half percent (7.5%) which shall be effective the first full pay period following promotion or reclassification. On said employee's next anniversary or reclassification (which is one (1) year following the effective date of reclassification or promotion), s/he shall be eligible to advance to the next step on the salary scale which is larger than said employee's salary at that time. The starting salary rate for those employees being reclassified or promoted outside of their career field will be determined by the County Services Committee.

d. The salary of a Manager or Confidential employee being demoted will be determined by the County Services Committee, unless otherwise specified by a Collective Bargaining Agreement if the employee is no longer a Manager or Confidential employee.

### C. COMPENSATION LEVELS

1. The compensation levels used for Managerial and Confidential positions, excluding elected positions, shall be as set forth in Appendix D. Any change in the salary grade of a position covered by this Manual must be approved by the County Services Committee and the Board of Commissioners.

2. The salary ranges may be reviewed annually by the County Services Committee and appropriate modifications may then be recommended to the Board of Commissioners. The salary ranges may only be modified by a majority of the Board of Commissioners.

3. The salary of an employee may be increased within the salary range for the position upon the approval of the County Services Committee as provided hereunder.

4. Effective **January 1, 2018** Salary Schedule: Employees employed under this manual shall be compensated as outlined in Appendix D - Salary Schedule, reflecting a 1% increase above 2017.

5. Retroactive pay will not be paid unless the employee is employed on the date this revised manual is approved by the Board of Commissioners and includes retroactivity of wages.

## **D. HOLIDAYS**

1. The following holidays are recognized by the Employer:

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

2. Employees who are not required to work on the above recognized holidays shall be paid for the holiday.

3. Employees who are required by the supervisor or department head to work on a County holiday, or an employee who works ten (10) regularly scheduled days during the bi-weekly payroll period in which the holiday occurs, whether or not that schedule actually includes working on the day of the holiday (law enforcement continuous operations), shall be eligible for eight (8) hours additional compensation at his/her regular straight time rate, regardless of the time of day that the work is performed, and double time for work in excess of eight (8) hours on a holiday. Holiday pay combined with the straight time pay provides compensation at twice the employee's regular rate for work (up to eight (8) hours) performed on the holiday. When an employee works less than eight (8) hours on a recognized holiday, s/he will receive his/her regular rate of pay for the time worked plus eight (8) hours holiday pay.

4. An employee must work the last scheduled day before, and the first scheduled day after the holiday, plus the holiday if scheduled, to be eligible for holiday pay, unless the absence has been previously approved by the department head.

5. When an employee is absent on vacation, the employee will receive compensation for that holiday and the holiday will not be considered a vacation day.

6. When a recognized holiday falls on a Saturday, the preceding Friday shall be observed as the holiday, and when the recognized holiday falls on a Sunday, the following Monday shall be observed as the holiday.

7. With the exception of those working in a continuous shift operation, employees shall be entitled to the preceding day off, with pay, whenever Christmas Day or New Year's Day fall on Tuesday, Wednesday, Thursday, or Friday.

8. Part-time employees shall receive holiday pay at one-half (½) the rate that full-time employees are eligible to receive.

## **E. HOSPITALIZATION -- MEDICAL COVERAGE**

### **1. Health Insurance Program:**

a. The Employer will pay for the Standard Plan up to the maximum Employer obligation under PA 152 as determined annually by the Ingham County Board of Commissioners.

b. The Employer will offer the following health insurance programs for eligible full-time employees and legal dependents.

#### **Option 1: PHP Plus High Option Plan: L0000280 – Class 1030**

#### **Option 2: PHP Standard Option Plan: L0000280 – Class 1010**

The out-of-network costs for the Standard Plan shall be fully covered through the Employer's premium contribution.

Prescription drug coverage will be provided by the Employer through Physicians Health Plan using CVS/Caremark as the Pharmacy Benefit Manager.

**Drug Plan:** Prescription drug co-pays for Retail Generic drugs are \$5.00. The co-pays for Preferred Brand drugs will be \$30.00. Non-Preferred Brand drugs co-pays will be \$60.00. Maximum out-of-pocket expenses for drugs for each health care plan participant will be \$1,200.00 per year. Coverage for mail order will also be provided, and a 90-day supply of any properly prescribed drug will only be available through mail order. Mail order Generic co-pays will be \$10.00. Mail order Preferred Brand co-pays will be \$60.00. Mail order Non-Preferred co-pays will \$120.00. The formulary shall be subject to periodic review and revision. There are specific medications and medication classes that are subject to prior authorization requirements, prior notification requirements, daily and period quantity limits by CVS/Caremark. Appeals and override processes may be available for unusual or unique situations.

#### **Option 3: PHP Base Plan: L0000280 – Class 1J00**

Prescription drug coverage will be provided by the Employer through Physicians Health Plan using CVS/Caremark as the Pharmacy Benefit Manager.

Employee/patient pays the total costs of medications until the plan deductible has been satisfied. At that point, Generics will be dispensed with a \$10.00 co-pay (or actual cost), Tier Two medications with a \$25.00 co-pay (or actual cost), and Tier three medications with a \$50.00 co-pay (or actual cost). Three month supplies of properly prescribed drugs may be obtained via mail only with the following co-pays: Generic \$20.00 or actual cost, Tier 2 \$50.00 or actual cost, and Tier 3 \$100.00 or actual cost. These costs are not changed if the member reaches the maximum out of pocket costs for the plan year.

b. **Waiver:** An employee who is eligible for medical/hospitalization insurance from another source and who executes an affidavit to that effect may elect not to be covered by the medical insurance provided through Ingham County. The decision to waive coverage shall be made once per calendar year. A Waiver Agreement prepared by the Employer shall be completed and signed by the employee. In the event the employee elects to forego medical insurance, the Employer will pay employee a monthly amount as taxable compensation. The amounts payable shall be as follows:

- For employees continuously receiving the waiver payment since or before December 31, 2006, the Employer shall pay an amount based upon the coverage for which the employee is otherwise eligible at the time of election (full family, two persons, or single subscriber).

Full Family	=	<b>\$244.77</b>
2-Person	=	<b>\$217.86</b>
Single	=	<b>\$128.65</b>

- For employees who receive a waiver beginning on or after January 1, 2007, the waiver amount is **\$128.65** per month.
- These waiver amounts will be adjusted annually the same percentage as the benchmarks increase.

c. In the event a husband and wife are both employees of the County, or any of the Courts of Ingham County, the payment provisions in lieu of health insurance coverage shall be mandatory. Those employees shall not be permitted to have double health insurance coverage from the same or different options noted in Section A. They are entitled to two individual single plans with the County as required under ACA or they can choose 2-person coverage.

- If both spouses are employed by Ingham County and have been receiving the waiver payment since or before December 31, 2006, one spouse will receive a single waiver payment and the other shall carry the health insurance.
- For newly formed couples either through marriage or new employment on or after January 1, 2007, one employee will be provided the coverage and the other spouse will **not** be eligible for a waiver payment.

Employees losing medical coverage from another source shall notify the County Financial Services Department – Benefits Office in sufficient time so that the employee and dependents, where appropriate, can be enrolled in a health care plan beginning the first day of the month following the loss of alternate coverage.

d. The Board of Commissioners may substitute another carrier; however, the basic provisions of the coverage shall be retained.

## 2. **Premium.**

Health care premiums shall be shared between the County and the employee. The amounts paid by the County and the employee shall be determined using a benchmark. The County will pay the entire benchmark. These benchmarks may be adjusted annually as recommended by the Ingham Health Coalition and approved by the Ingham County Board of Commissioners, but shall be increased no less than two percent (2%). Any premium costs over the benchmark will be shared 50/50 between the Employer and the employees.

The parties will retain the Health Care Coalition, which will continue to meet on ways to reduce health care costs and reduce potential co-pays of both the Employer and the employees.

Any cost incurred for health claims assessment under 2011 Public Act 142, being MCL 550.1733 et seq., will be shared 50/50 by the Employer and the employees.

Health care premiums which are paid by the employee will be paid by pre-tax payroll deductions under the Ingham County Section 125 Plan.

- Full time employees will be eligible for the single, two-person, or family benchmark as applicable for their enrollment.

- Three quarter time employees will be eligible for a single or a two-person benchmark as applicable for their enrollment. Three quarter time employees may enroll in family coverage and pay the difference in premium cost between a two person plan and family plan.
- Part time and shared time employees will be eligible for a single benchmark. Part time and shared time employees may enroll in two person or family coverage and pay the difference in costs between a single plan and the coverage level desired.

**2018 Benchmarks**

Full Family	=	\$965.25
2-Person	=	\$859.99
Single	=	\$410.74
Retirees	=	\$416.24

3. An employee shall become covered the first of the month following date of hire and upon completion of the required forms and acceptance by the provider as a participant. The Employer shall pay the premium cost for full family coverage for each eligible full-time employee up to the amounts specified above. Payroll deductions will be made for any additional coverage the employee chooses to select.

4. Effective August 1, 2008 certain individuals who satisfy the requirements of Resolution #08-042 will be provided health insurance pursuant to the benefit eligibility requirements of the County, health care providers and IRS regulations. Such provision of healthcare benefits is subject to elimination or modification by the County to the extent permitted by law.

5. It is the intent of the parties to implement the recommendations of the Ingham County Health Care Coalition for the health care options as approved by the Ingham County Board of Commissioners in resolution #14-436, including implementation of the HRA plan and implementation of a comprehensive healthcare management program.

6. The Employer and the employees recognize that this section is subject to the requirements of the federal Patient Protection and Affordable Care Act (P.L. 111-148), the Health Care and Education Reconciliation Act of 2010 (P.L. 111-152), and the Michigan Publicly Funded Health Insurance Contribution Act, 2011 Public Act

152, as amended (MCL 15.561 et seq.). The medical coverage plan may be modified to comply with federal law, and if the County Board of Commissioners, for subsequent plan years commencing 2019, implements, in its discretion and pursuant to 2011 PA 152, either hard cap election or employee contributions necessary to meet the requirement that the Employer pay no more than 80% of the total annual costs of all medical benefit plans election, employees will be required to make contributions under the election made by the Board of Commissioners.

**F. INGHAM COUNTY DENTAL INSURANCE**  
**Self-funded plan administered by Delta Dental of Michigan**

1. Payment under this provision is limited to One Thousand Dollars (\$1000.00) maximum per person, per year, for Class I and Class II benefits.
2. Special part-time and temporary hired employees are not eligible for coverage.
3. Dental insurance coverage shall start the first day of the seventh month of employment.
4. Consideration may be given to changes in dental coverage during the term of this Plan, as determined by the Board of Commissioners.

<b>Dental Insurance</b>		
<b>Covered Service</b>	<b>Dental Plan Pays</b>	<b>Employee/Patient Pays</b>
<b>Class I Benefits</b>	<b>100%</b>	<b>0%</b>
<i>Cleaning</i>		
<i>X-Ray</i>		
<i>6 Month checkups</i>		
<i>Radiographs</i>		
<i>Basic Restoration/ Fillings</i>		
<i>Periodontics</i>		
<i>Endodontics</i>		
<b>Class II Benefits</b>	<b>75%</b>	<b>25%</b>
<i>Major Restorative</i>		
<i>Oral Surgery</i>		
<i>Bridges</i>		
<i>Crowns</i>		
<b>Maximum Benefit</b>	<b>One Thousand Dollars (\$1000) maximum per person, per contract year for Class I and Class II Benefits</b>	
<b>Maximum Benefit Deductible</b>	<b>None</b>	
<b>COB</b>	<b>Birthday Rule</b>	
<b>Teeth Implants</b>	<b>Within annual benefit limit</b>	

<b>Added Cleaning</b>	<b>With proof of medical need</b>
<b>Natural color fillings</b>	<b>On all teeth effective 01/01/09</b>

**G. INGHAM COUNTY VISION INSURANCE**  
**Self-funded plan administered by VSP**

1. Managerial and confidential full-time, three quarter-time and part-time employees will be provided a vision insurance plan as approved by the Board of Commissioners. Effective January 1, 2003, the vision coverage will be VSP Standard Plan B.

2. During the term of this Plan, consideration may be given to changes in vision coverage as determined by the Board of Commissioners.

<b>Vision Plan</b>		
<b>Covered Service</b>	<b>Vision Plan Pays</b>	<b>Employee/Patient Pays</b>
<b>Eye Exam</b> <i>Every twelve (12) months</i>	<b>100 % after co-pay</b>	<b>\$10.00 co-pay</b>
<b>Lenses</b> <i>Every 12 months if medically or optically necessary. Every 24 months without medical need requirement.</i>	<b>100 % after co-pay</b>	<b>\$25.00 Co-pay</b>
<b>Frames</b> <i>Every 24 months \$115.00 retail allowance</i>	<b>100 % after co-pay</b>	<b>\$25.00 Co-pay Lenses and frames combined</b>
<b>Personal preferences</b> <i>High cost frames, progressive lenses, tinting, coating, etc.</i>	<b>Discount Provided</b>	<b>Cost after discount</b>
<b>Lasik Surgery</b>	<b>Discount Provided</b>	<b>Cost after discount</b>
<b>Contact Lenses</b> In lieu of the lens and frame benefits, contact lenses may be substituted.		
<b>Polycarbonate, break resistant, scratch coating on glasses for children up to age 16</b>	<b>No additional cost</b>	<b>No additional cost</b>

## **H. LIFE INSURANCE**

1. Full-time managerial employees are provided with \$50,000 life insurance coverage, including double indemnity for accidental death. Part-time employees hired after January 1, 2009 shall receive \$50,000 life insurance coverage.

2. Full-time confidential professional employees are provided with \$50,000 life insurance coverage, and full-time confidential TOPS employees are provided with \$50,000 life insurance coverage. Confidential Professional and TOPS part-time employees hired after January 1, 2009 are provided with \$50,000 life insurance coverage.

3. Life insurance coverage is effective on the first day of the month following employment, and the premium costs of the coverage are paid by the Employer.

4. Employees may obtain additional term life insurance coverage at group rates through the Employer's insurance carrier and pay the premium costs of the additional coverage through payroll deduction. The requirement for obtaining this additional coverage will be determined by the insurance carrier.

## I. LONGEVITY PLAN

1. All full-time employees, hired prior to January 1, 2013, having completed four (4) years of continuous employment prior to December 1st, shall be eligible to receive a longevity bonus for service with the Employer. Payments to employees who become eligible by their date of hire, prior to December 1st, of any year shall be due the first regular working day of December. Any employee must have completed continuous full-time service equal to the service required for original eligibility, plus one (1) additional year of continuous regular full-time employment for each additional annual payment. Employees whose service with the Employer terminates because of service or disability retirement shall be paid a prorated bonus when they retire based on the number of calendar months of full-time active service credited to them from the preceding December 1st to the date of cessation of their active employment. An employee whose employment with the Employer terminates for other reasons prior to December 1st shall not be eligible to receive a longevity bonus. The County shall have thirty days (30) days between verification of eligibility and payment processing. An employee on an unpaid leave of absence due to illness during the twelve (12) months eligibility period for a longevity payment, other than the initial payment, shall receive a pro-rated payment based on the number of complete months s/he received full compensation. An employee on an unpaid leave of absence due to other than illness shall **not** be eligible to receive a longevity bonus. Employees hired on or after January 1, 2013 are not eligible to receive longevity bonus for service with the Employer.

2. The longevity bonus payment schedule shall be as follows:

<b><u>CONTINUOUS SERVICE</u></b>	<b><u>ANNUAL BONUS</u></b>
4 or more, but less than 8 years	\$600
8 or more, but less than 12 years	\$1000
12 or more, but less than 16 years	\$1400
16 or more years	\$1800

3. Employees who work part-time or three-quarter time shall receive longevity computed on a pro-rata basis at .5 full time equivalent for part-time employees and at .75 full time equivalent for three-quarter employees.

4. After the four (4) year eligibility period, those employees who are then placed on either part-time or special part-time status from their regular full-time position by the Employer, are laid off, or commence disability insurance compensation, shall have their longevity computed on a pro-rata basis.

5. It is expressly understood and agreed that workers' disability compensation is not considered paid time or "compensation".

6. a. If, prior to the completion of the initial four (4) year eligibility period, an employee has a break in service or is reduced to less than full-time due to no fault of their own for twelve (12) months or less during the longevity year, then, under such circumstances, the employee, upon returning to work, may use the completed prior year(s) of continuous, regular, compensated employment to arrive at the required four (4) year eligibility period for longevity. However, the year in which the interruption occurred will not be counted in arriving at the required four (4) years of service.

b. An eligible employee would not lose all prior years of service for the initial longevity period if s/he were on an approved unpaid leave of ninety (90) days or less. For a leave of ninety-one (91) days or more, s/he would forfeit all prior years and would have to start over again. The employee would lose the year where the leave of absence occurs for the ninety (90) days or less for computing longevity.

## J. LEAVES OF ABSENCE

### 1. Sick Leave.

#### a. Accumulation

i. Each full-time employee hired on or after January 1, 2013 shall earn 3.69 hours per pay period. Three quarter time employees shall earn 75% of that amount and part-time employees shall earn 50% of that amount.

ii. Each full-time employee hired after January 1, 2009 and before January 1, 2013 shall earn 4.0 hours per pay period. Three quarter time employees shall earn 75% of that amount and part-time employees shall earn 50% of that amount.

iii. Each full-time employee hired before January 1, 2009 shall earn sick leave credit at the rate of four and one-half (4.5) hours each payroll period worked. Three quarter time employees shall earn 75% of that amount and part-time employees shall earn 50% of that amount.

iv. Each full-time employee in the confidential classification of Court Officer/Research Clerks, hired prior to January 1, 2015 (date of integration into MCF group), shall earn sick leave credit at the rate of four and one-half (4.5) hours each payroll period. Full-time employees in the confidential classification of Court Officer/Research Clerks, hired on or after **January 1, 2015** (date of integration into MCF group), shall earn **3.69 hours** per pay period.

b. Sick Leave. Sick leave use is subject to the approval of the employee's department head, and, when eligible, may be used for absence due to the employee's illness, injury, or exposure to contagious disease. Five (5) days of sick leave may be used for illness of a minor dependent child or step child of the employee, parent, or spouse. Medical verification may be required by the Employer. An employee must inform his/her department head of his/her intention to take sick leave as soon as possible and failure to do so may be cause for denial of pay for the period of absence. The department head may require proof of medical treatment when s/he deems it

appropriate. Positions reporting directly to the Board of Commissioners will inform the Board Office of his/her intention to take sick leave as soon as possible.

c. Separation. All sick leave credits shall be cancelled upon resignation or dismissal from service, except those included in sick leave pay off or as part of a severance pay agreement (Section K).

d. Retirement. 50% of a maximum 1600 hours to a maximum pay out of 800 hours at the current hourly rate. Upon death the amount is payable to his or her MERS beneficiary.

e. Annual Cash Option. Upon execution of a written option, an employee shall be paid for one-half (1/2) of the balance of the sick leave credit earned but unused during the twelve (12) month period commencing with the first pay period that ends in January of each year, at the base rate of compensation in place at the end of the sick pay year, to a maximum of forty (40) hours. The remainder of the employee's sick leave balance shall accumulate as stated above. The payment request shall be submitted on the designated form no later than May 15th, and payment therefore shall be received no later than June 15th of each year. In the first year of the transition from December pay date to the June pay date, the employees will be offered the opportunity to cash-out one-half (1/2) of the balance of sick leave credit earned but unused during the six (6) month period between December 2017 and the first pay period in May 2018 for payment by June 15<sup>th</sup> 2018, up to 20 hours. Upon notice of retirement during the first year of the transition, the employee may receive an additional 20 hours of existing sick leave balance at straight time.

f. Proration.

(1) Effective the first full pay period of April, 2010, the accrual rates in Subsection (a) of this Article are based upon a full-time employee being on the active payroll and compensated for all of the payroll period. Being on the active payroll and compensated means receiving wages, or on paid leave, such as paid sick leave, holidays, vacation, compensatory leave, county paid military leave, or paid union leave. An employee shall not be considered on the active payroll and being compensated when they are on unpaid leaves, workers compensation, disability leave, unpaid FMLA, or layoff. Accruals shall be prorated if a full time employee is on the active payroll and compensated less than eighty (80) hours in a payroll period. Accruals provided in (a) above, for three-quarter time employee shall be prorated if the three-quarter time employee is on the active payroll and compensated less than sixty (60) hours in a payroll period. Accruals provided in Subsection (a) for part-time employee shall be prorated if the part-time employee is on the active

payroll and compensated less than forty (40) hours in a payroll. Proration under this section will be calculated based on the ratio of time compensated versus the applicable normal full payroll amount (80, 60, or 40 hours).

(2) Unpaid time taken off pursuant Ingham County Board of Commissioners' Resolution #09-081, or any resolution continuing such unpaid time off policy, and any unpaid furlough days that may hereinafter be approved by the Ingham County Board of Commissioner, will not affect accrual of any vacation or sick leave, and, rather, such leave will accrued as though the unpaid time off or furlough days had been worked.

g. Sick Time Donation. Donated sick time can be used for the employee's own illness or the illness of any person covered as a qualified FMLA family member. This Sick Leave Donation Policy may be terminated by the County Services Committee, in its discretion, after the expiration of this Manual. Any decision by the County Services Committee shall not be subject to the Complaint Procedure.

If a request for donating sick time is approved, the following procedure will be followed:

- 1) The maximum time an employee under this manual may donate shall be forty (40) hours to no more than three (3) persons in one (1) calendar year, in any department, irrespective of recipient employee's group affiliation or bargaining unit membership.
- 2) The list of donating employees will be arranged in alphabetical order of "a" to "z" and "z" to "a" on an alternating basis for each separate donation.
- 3) The donated time will be deducted from sick time accumulations.
- 4) During the period in which the employee is receiving sick leave donations, s/he will not continue to receive sick and/or vacation accumulations.
- 5) To be eligible to receive sick leave donations, an employee must use all his/her accumulated vacation, compensatory time, sick time, and personal leave.
- 6) Notwithstanding the above, no employee shall be permitted to donate any of their sick time unless they have eighty (80) hours accumulated.

2. Medical Exams. The Human Resources Department may require a physical or mental

examination by a doctor, at the Employer's expense, to determine the employee's ability to perform his/her regular duties, if deemed appropriate. The employee may obtain a second opinion, at the employee's expense, and in the event there is a dispute between the Employer's doctor and the employee's doctor, both of those doctors shall select a third doctor, whose decision shall be final and binding on the parties. The expense for the third doctor's opinion shall be split 50-50 by the Employer and the employee if not covered by the employee's insurance.

3. **Disability Plan.** The Employer will provide a short-time disability plan as follows for regular, full-time employees:

a. Upon proper medical determination of disability due to a non-work related illness or injury, the Employer will provide fifty percent (50%) of the employee's gross salary to a maximum of \$2,500.00 per month for a maximum of twenty-four (24) months.

b. The disability payments shall not commence until the completion of a ninety (90) calendar day elimination period after sustaining the non-work related illness or injury.

c. Employees may use their accumulated vacation and sick leave during the ninety (90) calendar day elimination period. If the employee's total accumulations exceed ninety (90) calendar days, the short-term disability payments shall commence on the 91st day, at the option of the employee, with the remaining accumulations to stay on record.

d. While an employee is receiving disability payments, all benefits such as, but not limited to, health insurance, sick leave, life insurance, holidays, dental insurance, vacation accumulation and longevity, shall cease. However, employees on disability may pay group rates for hospitalization/medical coverage for a maximum of twenty-four (24) months, or longer, if required by law.

4. **Funeral Leave.**

a. If a death occurs among a member of an employee's immediate family, the employee will be excused from work to attend the funeral and make other necessary arrangements from the date of death until the day after the funeral, up to a maximum of five (5) work days, three (3) of which will be with pay, and, if used, two (2) days to be charged against earned sick leave. Immediate family is defined as: Spouse, children, parents, father-in-law, mother-in-law, brother, sister, step-brother, step-sister, grandchildren, and other qualified adults (*as defined for*

*determining eligibility for County health insurance coverage in Subsection E4 of this Personnel Manual).*

b. One (1) day, the day of the funeral, is allowed in the case of the death of an uncle, aunt, nephew, or niece and two (2) days for brother-in-law, sister-in-law, daughter-in-law, son-in-law, grandfather, grandmother, or grandchild all to be charged against earned sick leave.

c. The department head is to be notified immediately of a death in the family and the extent of the expected absence. The department head, within his/her discretion, may require the employee to provide appropriate verification to confirm his/her eligibility for the provisions of this Section.

5. **Military Leave.** The Employer adheres to all mandatory State and Federal laws pertaining to military leaves of absence.

6. **Military Reserve or National Guard Leave of Absence.** Upon presentation of official orders requiring military training, a full time employee who is a member of an armed forces reserve unit or National Guard shall be granted a leave of absence for up to three (3) weeks per year to engage in an annual reserve training program. Upon presentation by the employee of appropriate compensation records identifying the date of and payment made for the training program, the Employer shall pay the difference between the compensation received for the reserve training and the compensation that would have been received had the employee worked as scheduled for up to ten (10) working days annually. In the event that the annual reserve training program required for an employee exceeds the ten (10) days specified above, the additional days shall be granted as a leave of absence without pay (or charged against the employee's accumulated vacation leave, if requested by the employee).

7. **Special Leave.**

a. A department head may authorize an employee to be absent without pay for personal reasons for a period, or periods, not to exceed ten (10) working days in any calendar year. In such instances, the department head is responsible for notifying the Controller's Office and Human Resources Office to discontinue payment of salary to the employee during the absence. Upon prior approval of the Human Resources Director, department heads may authorize special

unpaid leaves of absence for any period or periods, not to exceed ninety (90) days in any calendar year, for personal reasons. Under unusual circumstances, the County Services Committee may approve one (1) ninety (90) day unpaid leave extension.

b. The County Services Committee, upon recommendation of the department concerned, may grant leaves of absence with or without pay for attendance at a college, university or business school for training in subjects relating to the work of the employee.

c. All special leaves must be taken in one or more full day periods.

8. **General Provisions.**

a. An employee taking an approved unpaid leave of absence, as provided hereunder for any reason, will be allowed to continue his/her group health insurance coverage for up to six (6) months and group life insurance coverage for up to ninety (90) days by paying the premium to the Employer, or longer, if required by Federal law. In the case of Employer compensated approved leave, the Employer will continue to pay the insurance premiums for up to three (3) months for health insurance and sixty (60) days for life insurance. Upon returning to active employment, employees will again be provided with the regular County insurance benefits upon acceptance by the insurance carrier.

b. Absence from work that exceeds three (3) work days without proper notice to the employee's supervisor shall be considered by the Employer to be a voluntary termination of employment.

c. Vacation, holidays and sick leave, which have been earned prior to an approved leave of absence, will be retained, but such benefits will not accumulate during a leave of absence.

d. Although approved leaves of absence will not be considered an interruption of continuous service for the purpose of eligibility for longevity upon return to work, an employee on an unpaid leave of absence at the time a longevity payment is made is not eligible to receive said payment.

e. Employees may use accumulated sick time for approved leave of absences relating to a Family Medical Leave request when it is necessary, as medically certified, to care for a family member. This is in addition to the time allowed in subsection b of Section J - Leaves of Absence, 1 - Sick Leave. This sick time use will be granted after the employee has exhausted other available time. There shall be no donation of sick time for care of family members.

## K. SEVERANCE PAY

1. **Status.** Managers and Confidential employees do **not** have seniority, bumping and/or recall rights and are employees at will.

2. **Sick Leave Severance Pay.** Upon termination of employment by the Employer, for other than retirement, death or involuntary discharge, an employee covered by this Manual will receive a portion of his/her accumulation of sick leave as listed below:

Less than 1 year	-	0%
1 to 5	-	15%
5 to 10	-	25%
10 and above	-	35%

In no case will the amount in this section exceed forty-five (45) days.

3. **Severance Pay.**

a. Subject to the provisions stated herein, if a manager or confidential employee is laid off due to elimination of his/her position and if alternate job placement in a County position has not been successful, the Employer will continue that person's salary, health insurance, life insurance and dental insurance coverage for one (1) month for each continuous year of service to a maximum of six (6) months. The salary payments will be made on a bi-weekly basis, and continue for the period of time stated above provided the employee does not obtain other employment, nor receive unemployment compensation during that time. The salary continuation will not include contributions to MERS retirement and the employee will receive no service credit under the MERS Plan subsequent to the date of separation. This compensation may be extended, as well as the above fringe benefits, at the sole discretion of the County Services Committee up to an additional six (6) months for those employed ten (10) or more continuous years. The above payments will be subject to normal tax withholdings. Prior to any such payment, a release and waiver agreement, approved by Corporation Counsel, must be executed by the affected employees and the Chairperson of the Ingham County Board of Commissioners.

b. A Manager or Confidential employee's employment and compensation can be terminated for any reason, at any time, at the option of either the Employer or employee. If a Manager or Confidential employee's employment is terminated by the Employer and his/her termination from employment is for other than death, retirement, or involuntary discharge, the Manager or Confidential employee may be provided one (1) month's continuation of salary, health insurance, life insurance and dental insurance coverage for each continuous year of service to a maximum of six (6) months of severance compensation. Payments will be made on a bi-weekly basis, subject to normal withholding of taxes. The County Services Committee must authorize such compensation. In addition, such salary and fringe benefit continuation is subject to and contingent upon the employee not being employed elsewhere, nor receiving unemployment compensation during that time. The salary continuation will not include contributions to MERS retirement and the employee will receive no service credit under the MERS Plan subsequent to the date of separation. This compensation may be extended, as well as the above fringe benefits, at the sole discretion of the County Services Committee up to an additional six (6) months for those employed ten (10) or more continuous years. The decision to grant or deny an extension of benefits is within the sole discretion of the County Services Committee. Prior to any such payment, a release and waiver agreement, approved by Corporation Counsel, must be executed by the affected employees and the Chairperson of the Ingham County Board of Commissioners.

## **L. RETIREMENT**

1. **Retirement Plans.** The retirement program is with the Municipal Employees' Retirement System. The Municipal Employees' Retirement System establishes the administrative procedures and various benefit programs that are available for member governmental units.

2. **Managerial and Confidential Employee Plan.**

a. Employees hired prior to January 1, 2013 will be covered by the Municipal Employees' Retirement System's B4 plan; V-6; the 55F waiver with fifteen (15) years of service; and the FAC3 (Final Average Compensation). Managerial employees shall contribute 6.39% and Confidential employees shall contribute 5.36% of gross wages.

Effective the first full pay period following January 1, 2013, employees hired prior to January 1, 2013 shall contribute an additional 1.2% of gross wages, increasing the total contribution for Managerial employees to 7.59% and Confidential employees to 6.56%.

b. Employees hired on or after January 1, 2013, will be covered by the Municipal Employees' Retirement System's Hybrid Plan (HC); consisting of a Defined Benefit (DB) component with a 1.0% Benefit Multiplier and a Defined Contribution (DC) component with an employer match of the Employee's required 2.5% contribution of the employee's payroll for the cost of the DC component of the Plan; FAC3 (Final Average Compensation); normal retirement age 60; Vesting: DB component is six (6) years; DC component - Employees will be 100% vested for Employer contributions to the plan after five (5) years of service.

c. Employees in the classification of Court Officer/Research Clerk, hired prior to January 1, 2015 will be covered by the Municipal Employees' Retirement System's C-1 Plan, Division 93: V-10; FAC 5 (Final Average Compensation). Effective the first full pay period following May 1, 2015, employees in this plan shall contribute 1.2% of gross wages. Employees in this classification hired on or after January 1, 2015, will be covered in the aforementioned Hybrid Plan (HC).

3. **Retiree Health Insurance.**

a. Full-time, three quarter time and part-time employees, hired prior to January 1, 2013, who meet the vesting requirements with Ingham County service only and are immediately eligible for retirement benefits shall be provided single subscriber health and hospitalization coverage. Applies to employees in the confidential classification of Court Officer/Research Clerks, hired prior to January 1, 2015 (date of integration into MCF group).

b. Employees hired on or after January 1, 2013 (applicable to employees in the Court Officer/Research Clerk classification hired on or after January 1, 2015) shall be eligible for retiree health insurance based on the following criteria:

i. Employees shall not be eligible for single subscriber retiree health insurance coverage until they reach 60 years of age.

ii. After 10 years of service, the Employer's contributions for a retiree's health insurance premium shall be capped at 50% of the Employer's current contribution for active employee single coverage. Example – If the Employer's premium contribution for active employee's single health care coverage is 80%; the Employer would contribute 40% of the premium for a retiree with 10-15 years of service.

iii. After 15 years of service, the Employer's contribution for a retiree's health insurance premium shall be capped at 75% of the Employer's current contribution for active employee single coverage.

iv. After 20 years of service, the Employer's contribution for a retiree's health insurance premium shall be capped at 100% of the Employer's current contribution for active employee single coverage.

c. Retirees shall receive the same health coverage options as active employees, if available, with a benchmark as set forth in Section E (Hospitalization -- Medical Coverage), including the increase in the benchmark as set forth in Section E. Increases in premium costs which exceed the benchmark will be shared 50/50 by the Employer and the retiree on a monthly basis. Retirees can pay for their spouse's coverage under the conditions established by the County. If certain coverage is no longer available, the retiree must select from what is available and pay the difference in cost, if any.

d. In the event a retiree wishes to cover his or her spouse, s/he may do so by prepaying the County the difference between the applicable two-person rate and the appropriate benchmark amount.

e. Retirees with a retirement date of January 1, 2003 or after may also purchase dental and vision insurance at group rates. If the retiree opts to purchase such coverage and subsequently chooses to discontinue the coverage, they may not re-enroll.

f. The obligation of the County shall cease in the event that comparable health insurance is available to the retiree through another Employer or source, such as a spouse. Further, there shall be a requirement to coordinate with other available health insurance, Medicare, Medicaid, Federal insurance or any other health insurance which may be available in part or in total to the retired employee. All questions of eligibility shall be determined by the regulations and rules established by the carrier providing such coverage.

g. Retirees losing medical coverage from another source shall notify the County Human Resources Department in time so that person can be re-enrolled the first of the month following their loss of alternate coverage. A retiree may choose to continue coverage through the County even though alternative coverage is available by paying the premium her/himself.

h. The retiree shall apply for Medicare, Medicaid or similar federal program benefits as soon as s/he is eligible. As of said date, all benefits payable by the County shall be reduced by an amount equal to federal benefits pertaining at said time and shall be supplemental to such coverage. In the event the name of any of the coverage/benefits referred to herein shall be changed, this section shall be deemed to apply to any and all similar or replacement programs subsequently designated.

4. **Retiree Life Insurance.**

a. Full-time employees who retire after January 1, 2006 and are immediately eligible for retirement benefits as provided in the above plan, shall be provided with \$4,000.00 life insurance coverage, payable to their beneficiary at the time of their death, and the total cost of this coverage shall be borne by the Employer.

## M. VACATIONS

1. Employees who have completed at least six (6) months of continuous service are eligible for compensated annual leave. Following six (6) months of employment, an employee may apply to use any credited vacation hours, but vacation hours may not be used prior to the payroll period in which they are earned according to the vacation schedule below. An employee's vacation credit accumulation rate shall be based upon the length of continuous service, and the amount of vacation leave earned each payroll period by each full time employee shall be according to the following schedule. This schedule shall apply to full-time employees in the confidential classification of Court Officer/Research Clerks, hired prior to January 1, 2015 (date of integration into MCF group):

<u>Years of Continuous Service</u>	<u>Hours Earned Each Fully Compensated Payroll Period</u>	
1	3.384	(88)
2	3.693	(96)
3	4.000	(104)
4 thru 8	4.923	(128)
9	5.231	(136)
10 thru 14	5.846	(152)
15 thru 19	6.492	(168)
20 and over	6.769	(176)

The amount of vacation leave earned each payroll period by each full time employee hired on or after January 1, 2013 shall be according to the following schedule:

<u>Years of Continuous Service</u>	<u>Hours Earned Each Fully Compensated Payroll Period</u>	
1	3.076	(80)
2	3.384	(88)
3	3.693	(96)
4 thru 8	4.615	(120)

9	4.923	(128)
10 thru 14	5.538	(144)
15 thru 19	6.153	(160)
20 and over	6.492	(168)

2. Part-time employees who work less than full-time but at least half-time (twenty (20) hours per week) shall accrue vacation leave at one-half ( $\frac{1}{2}$ ) the rate of full-time employees and three quarter time employees who work thirty (30) to thirty-nine (39) hours per week shall accrue vacation leave at 75% of the rate of full-time employees.

3. Proration.

(a) Effective the first full pay period of April, 2010, the accrual rates in Subsection (1) of this Article are based upon a full-time employee being on the active payroll and compensated for all of the payroll period. Being on the active payroll and compensated means receiving wages, or on paid leave, such as paid sick leave, holidays, vacation, compensatory leave, county paid military leave, or paid union leave. An employee shall not be considered on the active payroll and being compensated when they are on unpaid leaves, workers compensation, disability leave, unpaid FMLA, or layoff. Accruals shall be prorated if a full time employee is on the active payroll and compensated less than eighty (80) hours in a payroll period. Accruals provided in Subsection 2, above, for three-quarter time employee shall be prorated if the three-quarter time employee is on the active payroll and compensated less than sixty (60) hours in a payroll period. Accruals provided in Subsection 2, above, for part-time employee shall be prorated if the part-time employee is on the active payroll and compensated less than forty (40) hours in a payroll. Proration under this section will be calculated based on the ratio of time compensated versus the applicable normal full payroll amount (80, 60, or 40 hours).

(b) Unpaid time taken off pursuant Ingham County Board of Commissioners' Resolution #09-081, or any resolution continuing such unpaid time off policy, and any unpaid furlough days that may hereinafter be approved by the Ingham County Board of Commissioner, will not affect accrual of any vacation or sick leave, and, rather, such leave will accrued as though the unpaid time off or furlough days had been worked.

4. Vacation leaves shall be scheduled by the department head in accordance with operating requirement, and, where possible, with the written request of the employee. The amount of vacation leave charged to an employee during an annual leave will be equal to the number of regularly scheduled hours that would otherwise have been worked during the period of absence on such leave. A maximum of three hundred eighty (380) hours vacation leave may be accumulated.

5. Absence due to an employee's medically verified illness or disability in excess of previously accumulated sick leave hours may be charged against vacation credits at the employee's request.

6. An employee whose service is terminated voluntarily or involuntarily is entitled to receive a vacation payout for all accrued vacation hours, subject to the allowable maximum.

7. Each department head shall keep a record of vacation credit; employees shall have access to records of their vacation eligibility and vacation days used.

8. Positions reporting directly to the Board of Commissioners will notify the Board Office of his/her scheduled vacation leaves.

## **N. OVERTIME COMPENSATION**

1. Managerial employees do not receive and are not entitled to compensation or compensatory time for working more than a forty (40) hour work week.

2. Confidential TOPS employees may receive compensation for overtime as follows:

a. A department head may prescribe overtime to meet operational needs. Overtime shall consist of any and all time assigned by the department head to be worked by a TOPS confidential employee in excess of forty (40) compensated hours in seven (7) consecutive days. An employee shall be compensated for overtime worked at the rate of time and one-half (1 and ½) their regular rate of pay or shall receive compensatory time as stated below. However, a department head may require an employee to work more than an eight (8) hour day and, subsequent thereto, within the same work week, afford equal time off of work, thereby resulting in a forty (40) hour work week. The employee shall be given consideration of his/her desire regarding time off in that work week.

b. Prior approval of overtime hours is required by the supervisor or department head.

c. Employees may receive compensatory time at the rate of time and one-half in lieu of overtime payment if mutually agreed to between the employee and his/her supervisor. If the employee's supervisor does not agree to same, the employee who works overtime shall receive normal overtime payment. Compensatory time may be accumulated to a maximum of one hundred (100) hours at any one time. Any hours in excess of one hundred (100) hours shall be paid at overtime rates. The use of accumulated compensatory time shall be mutually agreed upon by the affected TOPS employee and his/her supervisor.

3. Confidential Professional employees may receive compensation for overtime as follows:

a. Confidential Professional employees are sometimes required to work some incidental uncompensated overtime. Work performed in preparation for subsequent activities,

beyond forty (40) hours per week, shall not be compensated for, such as, but not limited to, preparation of the next day's activities. Specific overtime is that time worked beyond forty (40) compensated hours in seven (7) consecutive days that is authorized in advance by the department head to be worked. An employee shall be compensated for specific overtime worked at the rate of time and one-half (1 and ½), be it in money or in time off as agreed between the employee and the department head. However, if the budgetary circumstances or the department head requires, the employee shall have to take time off. Complete records of overtime shall be reported each payroll period to the Payroll Department.

b. Any compensatory hours accumulated beyond one hundred (100) hours shall be paid off monetarily subsequent to December 31 of each year.

## **O. VACATION BONUS DAYS**

1. Effective in December of each calendar year, each full-time employee will be credited with twenty-eight (28) hours of vacation bonus to be used during the following calendar year. Any portion of the vacation bonus hours not taken during the calendar year will be lost. This vacation bonus will not accumulate nor will it be paid upon termination.

a. Vacation bonus hours shall be provided on a pro-rata basis for employees hired after January 1<sup>st</sup> each calendar year.

b. Employees who do not remain employed for all twelve (12) months of any calendar year shall have any vacation bonus paid, deducted from their last paycheck pro-rata, based upon the total number of months worked. This excludes employees who retire during this time and are immediately eligible and receive their retirement benefit.

2. Leaves under Vacation Bonus shall be scheduled by the department head in accordance with operating requirement, and, where possible, with the written request of the employee. Positions reporting to the Board of Commissioners will notify the Board Office of his/her scheduled use of vacation bonus.

3. Part-time employees shall earn vacation and vacation bonus at one-half ( $\frac{1}{2}$ ) the rate of full-time employees, and three quarter time employees shall earn 75% the rate of full-time employees.

## **P. JURY DUTY**

The Employer will pay an employee called for jury duty his/her regular compensation s/he would earn if working, less an amount equal to the payment received for jury service. An employee excused from jury duty or examination prior to 3:00 p.m. must return to work for the balance of the day to receive compensation for that day's jury duty. In order to receive payment, an employee must give the Employer prior notice that s/he has been summoned for jury duty, must furnish satisfactory evidence that s/he reported for or performed jury duty on the days for which s/he claims such payment, and must furnish a copy of the payments received for such jury duty.

## **Q. TRAVEL ALLOWANCE**

1. Employees will follow the Business Travel and Reimbursement Policy, and Procurement Card Policy as amended by the by Board of Commissioners Resolution #15-173 on May 12, 2015. This policy shall apply to all claims for reimbursement of expenses for attending meetings, conventions, conferences, or seminars on behalf of the Employer.

2. Any employee who is paid by the County to attend a convention, conference, training or workshop, etc. (by voluntary request, not County required), and is VOLUNTARILY no longer employed by the County within six (6) months of attending such convention, conference, training or workshop, etc., the employee shall repay the County the cost attributed to attendance, by payroll deduction.

## **R. COMPLAINT PROCEDURE**

1. **Review Procedure For Non-Disciplinary Matters.** Should any employee covered under this Manual have a complaint about its interpretation or application for non-disciplinary matters, the following steps should be taken. All complaints shall be submitted within five (5) working days of its occurrence or when the employee should reasonably have obtained knowledge of its occurrence. If not so submitted, the complaint shall be considered automatically closed. The interpretation of any of the provisions of this Manual is ultimately vested with the Board of Commissioners, except where otherwise stated. Initial decisions shall be made by the employee's supervisor. That decision shall not act as precedent. If a dispute still exists, the matter shall be referred to the Human Resources Director for his/her review. If the matter is not resolved, the employee may request the County Services Committee of the Board of Commissioners to review the matter and make a final determination. The decision of the County Services Committee shall be final and binding.

2. **Review Procedure For Disciplinary Matters.** Managers and Confidential employees who are subject to the hiring, supervision, discipline, and termination decisions of other managers shall have the following review procedure available to them. Should such an employee have a complaint about disciplinary action taken against him/her, the following steps should be taken. All complaints shall be submitted within five (5) working days of its occurrence as stated below. If not so submitted, the complaint shall be considered automatically closed. If there is a dispute involving the disciplinary actions of a supervising Manager, the Manager or Confidential employee being supervised may request review of such actions by the supervising Manager's supervisor if there is one. In such case, the supervisor shall review the actions and make a determination to resolve the dispute. If such action does not resolve the issue, the affected Manager or Confidential employee may request review by the County Services Committee of the Board of Commissioners, or in the case of the Courts by the appropriate presiding Judge, or in the case of

departments headed by Elected Officials by the appropriate Elected Officials. Employees covered under this Manual are employees at will. The decision of the County Services Committee or presiding Judge or appropriate Elected Official shall be final and binding. Notwithstanding any contrary provisions, only the County Services Committee has the authority to provide severance pay as stated hereunder.

#### **S. I.R.S. SECTION 125**

The Employer will provide on or before July 1, 1991, IRS Section 125 document(s), allowing employees who choose to participate, the ability to pay for employee contributions with pre-tax dollars for the following:

1. Medical hospitalization expenses;
2. Dependent child care programs;
3. Employee payroll deductions for health care premiums.

The above requirement is subject to and contingent upon CPA verification that the same is permissible and will not jeopardize County tax deductions and is authorized by the IRS.

#### **T. TAX RATE ON SEPARATE CHECKS**

Starting July 1, 1991, the employee's actual tax rate will be used on separate paychecks. Subject to applicable laws.

#### **U. EMPLOYEE ASSISTANCE PLAN**

1. Managerial and Confidential full-time, three quarter-time and part-time employees will be provided with an Employee Assistance Program (EAP) as approved by the Board of Commissioners.
2. During the term of this Plan, consideration may be given to changes in the EAP or to eliminate the EAP as determined by the Board of Commissioners.

## V. DEFINITION OF EMPLOYEES

**Definitions.** The terms "employee" and "employees", when used in this Manual, shall refer to and include only those regular, full-time employees, three-quarter and part-time employees as covered by this Manual and are employed by the employer. For purposes of this Manual, the following definitions shall be applicable:

1. *Full-Time Employees:* Employees regularly scheduled to work forty (40) hours per week shall be considered as regular, full-time employees. A regular, full-time employee shall be entitled to the benefits under this Manual except where otherwise indicated.

2. *Three-Quarter-Time Employees:* Employees regularly scheduled to work between thirty (30) and thirty-nine (39) hours weekly shall receive the following:

- a) Vacation, vacation bonus, sick leave, funeral leave and holiday pay on a prorated basis.
  - b) Dental coverage the same as full-time employees are eligible to receive.
  - c) Overtime compensation for Confidential employees, but only if said employees work over forty (40) hours per week.
  - d) Said employees shall not receive overtime compensation if they work over eight (8) hours in any one given day.
  - e) Said employees shall also be eligible to receive two-person hospitalization insurance coverage paid by the employer.
  - f) Retirement benefits to the extent provided by the Municipal Employees' Retirement System.
3. *Part-Time Employees:* Employees who are regularly scheduled to work less than full-time, but at least half-time (20 hours per week up to and including 29 hours per week) shall be classified as regular, part-time employees. They shall:
- a) Be paid for their hours worked at the regular rate of their salary grade.

- b) Confidential employees shall receive overtime pay on the same basis as three-quarter time employees.
- c) Receive vacation, vacation bonus, sick leave, holiday pay, funeral leave and a cost of living allowance at one-half the rate that full-time employees are eligible to receive.
- d) Receive health insurance at the single subscriber rate.
- e) Receive dental coverage the same as full-time employees are eligible to receive.
- f) Retirement benefits to the extent provided by the Municipal Employees' Retirement System.

4. Special Part-Time Employees: An employee regularly scheduled to work nineteen (19) hours or less per week shall be considered a special part-time employee. Such employees shall be compensated by wages only, and shall not be covered by the provisions of this Manual. Such employees shall not be entitled to any fringe benefits under this manual; and shall not be entitled to any fringe benefits unless expressly approved by the Board of Commissioners or required by law.

5. Temporary Employees: An employee who is hired for a period of six (6) months or less to augment the work force will be considered a temporary employee and shall be compensated by wages only. Temporary employees shall be scheduled on average to work twenty-nine (29) hours or less per week.

Such wages shall not exceed a rate of ten percent (10%) above the beginning rate for that position. Such employees shall not be entitled to any fringe benefits under this manual; and shall not be entitled to any fringe benefits unless expressly approved by the Board of Commissioners or required by law. If a temporary employee is eventually hired into a posted regular position, the normal hiring procedures will be followed to determine the regular compensation rate.

6. Seasonal Employees: An employee who is hired for a position for a period of six (6) months or less, and that time period begins each calendar year in approximately the same part of the year, such as summer or winter, will be considered a "seasonal employee," shall be compensated by wages only, and shall not be covered by the provisions of this Manual. Such employees shall not be entitled to any fringe benefits under this manual; and shall not be entitled to any fringe benefits unless expressly approved by the Board of Commissioners or required by

law. A seasonal employee may be scheduled on a full-time or part-time basis, but must not work in excess of six (6) months per year in a county position.

Should the employee work in excess of the six (6) months in a twelve (12) month period in the same position in the same department, the employee shall be eligible for fringe benefits afforded to regular employees after said applicable number of hours, and shall acquire a service date back six (6) months from the date he or she completed the applicable number of hours.

7. Contracted Benefits. Notwithstanding the above provisions, no benefits shall be afforded to any employee when the employer's contractual arrangement with a third party for said benefits do not permit coverage of said employees.

## **W. ADMINISTRATIVE LEAVE**

The Suspension of County Operations Policy No. 221, approved on January 26, 2016 by Resolution No. 16-010, provides the procedures in response to situations requiring suspension of some or all of the County's functions. The policy is applicable to all permanent County employees.

## APPENDIX A

### OTHER SPECIFIC MANAGERIAL BENEFITS

1. **Managers** who obtain department head approval in advance and work a holiday shall receive an additional days' pay. Employees eligible for this compensation shall receive the payment for each authorized holiday by December 15 for all eligible holidays since the previous December 15.
2. **Attorneys**. Michigan Bar Association Dues will be paid by the County for those Managerial employees whose positions were posted as requiring a law degree. The County shall pay to the Michigan State Bar Association the dues for unit members. This shall include the basic dues only and not section or other additional dues.
3. **Physicians**. In accordance with Ingham County Board of Commissioners Resolution #03-042, physicians employed by the County under the managerial and Confidential Employee Personnel Manual shall participate in “on-call” coverage and shall be paid an “on-call” bonus. The “on-call” bonus shall be paid on quarterly.
4. **Attorney/Referees**. When an Attorney/Referee is directed to be on call by his/her Department Head or supervisor and said employee is required to leave their home to conduct County business, this time shall be considered as time worked. The same shall be entered upon the time card of said employee and shall be compensated for as stated in the Call Back section below. An employee on call for a two (2) day weekend will be entitled to eight (8) hours of comp time at straight time, to be taken by the employee with the approval of the Department Head. An employee on call for a three (3) or more day weekend will be entitled to sixteen (16) hours of comp time at straight time, to be taken by the employee with the approval of the Department Head. The above-stated time shall only be given if the employee is compensated for more than forty (40) hours in said week.

Attorney/Referees who are called back to work preceding their normal shift or after the end thereof shall receive two (2) hours minimum payment at the rate of time and one-half (1 ½) their regular rate of pay for call back. However, this Section only applies when an employee has left the premises of the EMPLOYER and is subsequently called back to work.

5. **Positions reporting directly to the Board of Commissioners.** There are circumstances that may allow positions reporting directly to the Board of Commissioners to telecommute. When these opportunities occur, the Board Office will be notified.

6. If an economic enhancement is received by the majority of the bargaining units, the Board of Commissioners shall review and may approve said enhancement for employees covered under the Managerial/Confidential Plan.

## **APPENDIX B**

### **GUIDELINES FOR REQUIRED EVENING MEETINGS MANAGERIAL EMPLOYEES**

1. The normal business day is 8:00 a.m. to 5:00 p.m., Monday through Friday. The normal working schedule of forty (40) hours weekly can be arranged to best accommodate individual job responsibilities, provided the Manager is at work the majority of the hours designated as the normal business day, and that the appropriate staff is aware of the schedule. For example, Managers with required evening meetings may wish to come in later than 8:00 a.m. on such days, provided their normal job duties can be accomplished.

2. Occasional work in excess of the normal forty (40) hour work schedule is an expected part of a Manager's job and already reflected in compensation; additional compensation either in the form of money or time off is not to be expected. For example, the Manager who stays after 5:00 p.m. until whatever time is necessary to finish the day's work should not expect that extra time is to be considered as compensable or used to reduce other day's work.

3. Some meetings are by necessity held outside a Manager's normal working schedule, and the Manager is required to attend. This may include committee meetings, labor negotiations, and other meetings which must be attended as part of the job function. It is reasonable for Managers required to attend such meetings to take a corresponding amount of time off in the near future, provided that the Manager's workload will allow it. The use of such time must be clearly documented by referencing the time off to the specific meetings generating the accumulation. There is no eligibility for monetary compensation for such accumulations under any circumstances, and Managers adjusting schedules in accordance with number one (1) above can not also accumulate time off for the meeting times under this provision.

**APPENDIX C  
POSITION LISTING  
MANAGERIAL & CONFIDENTIAL  
PAY GRADES / Effective 01/01/2018**

<b><u>Pay Grade</u></b>	<b><u>Title</u></b>
<b>1</b>	Receptionist/Clerk - Parks (C:TOPS)
<b>2</b>	Accounting Clerk - Parks (C:TOPS)
<b>3</b>	Administrative Secretary- Board of Commissioners (C:TOPS) Human Resources Assistant (C:TOPS)
<b>4</b>	Executive Secretary – Controller (C:TOPS) Recording Secretary – County Clerk (C:TOPS)
<b>5</b>	Executive Assistant - Circuit Court (C:TOPS) Executive Assistant – Family Court (C:TOPS) Executive Assistant – Health Admin (C:TOPS) Executive Assistant – CHC (C:TOPS) Executive Assistant – 911 (C:TOPS) Executive Assistant – Parks (C:TOPS) Executive Assistant - Prosecutor’s Office (C:TOPS) Executive Assistant - Sheriff (C:TOPS) Financial Coordinator – Parks (C:TOPS) Insurance Coordinator – Finance (C:TOPS) Payroll Coordinator (C:TOPS) Veterans Benefits Counselor (C:TOPS)
<b>6</b>	Assistant to the Treasurer (C:TOPS) Employee Services Coordinator - HR (C:TOPS) Judicial Assistant (C:TOPS)
<b>7</b>	Administrative Analyst (C:PROFESSIONAL) Human Resources Analyst (C:PROFESSIONAL)
<b>8</b>	Benefits Leave Analyst (C:PROFESSIONAL) Clerical Services Supervisor (MANAGER) Court Officer/Research Clerk (C:PROFESSIONAL) Customer Service/Outreach Manager (MANAGER)

**MANAGERIAL & CONFIDENTIAL  
PAY GRADES / Effective 01/01/2018**

<u>Pay Grade</u>	<u>Title</u>
<b>9</b>	Chief Deputy Register of Deeds (MANAGER) Deputy Director - Animal Control (MANAGER) Human Resources Specialist (C:PROFESSIONAL) Youth Center Shift Supervisor (MANAGER)
<b>10</b>	Billing and Reporting Manager (MANAGER) Chief Deputy Treasurer (MANAGER) Community Corrections Manager (MANAGER) Community Health Center Supervisor (MANAGER) Customer Service Manager – Zoo (MANAGER) Director - Department of Veterans Affairs (MANAGER) Economic Development Coordinator (C:PROFESSIONAL) Elections/Clerk Coordinator (MANAGER) Facilities Manager (MANAGER) Family Center Supervisor (MANAGER) Park Manager II (MANAGER) Trails & Parks Millage Coordinator (C:PROFESSIONAL) WIC Program Coordinator (MANAGER)
<b>11</b>	911 Staff Services Manager (MANAGER) 911 Systems Manager (MANAGER) Chief Deputy County Clerk (MANAGER) Chief Deputy Court Clerk (County Clerk) (MANAGER) Clinical Services Manager – CHC (MANAGER) Director - Purchasing (MANAGER) Health Promotion & Prevention Manager (MANAGER) Park Manager III (MANAGER) Strategic Projects and Implementation Manager – CHC (MANAGER) Veterinarian – Animal Control (MANAGER)

**MANAGERIAL & CONFIDENTIAL  
PAY GRADES / Effective 01/01/2018**

<b><u>Pay Grade</u></b>	<b><u>Title</u></b>
<b>12</b>	Assistant FOC / Operations (MANAGER) Communicable Disease Control Supervisor (MANAGER) Deputy Circuit Court Administrator/General Trial Division (MANAGER) Deputy Drain Commissioner (MANAGER) Deputy Information Officer (MANAGER) Director Animal Control (MANAGER) Director BOC Office (MANAGER) Director of Public Health Nursing (MANAGER) Fair Manager (MANAGER) Purchasing Director (MANAGER) Magistrate / District Court (MANAGER)
<b>13</b>	Attorney/Referee (C:PROFESSIONAL) Chief Financial Officer – Health Department (MANAGER) Director - 911 Central Dispatch (MANAGER) Director-Budget (MANAGER) Director - Environmental Health (MANAGER) Director – Facilities (MANAGER) Director – Human Resources (MANAGER) Director – Parks (MANAGER) Director - Youth Center (MANAGER) District Court Administrator (MANAGER) Family Services Director – Circuit Court (MANAGER) Juvenile Programs Director (MANAGER) Juvenile Services Director (MANAGER)
<b>14</b>	Assistant FOC / Legal (MANAGER) Chief Psychologist (MANAGER) Chief Referee - Circuit Court/Family Division (MANAGER) Corrections Administrator (MANAGER) Deputy Health Officer – Administration (MANAGER) Director - Equalization (MANAGER) Director - Finance (MANAGER) Director Zoo (MANAGER) Probate Court Administrator (MANAGER)
<b>15</b>	Chief Deputy Sheriff (MANAGER) Deputy Controller (MANAGER) Housing Director Executive (MANAGER)

**MANAGERIAL & CONFIDENTIAL  
PAY GRADES / Effective 01/01/2018**

<u>Pay Grade</u>	<u>Title</u>
<b>16</b>	Deputy Circuit Court Administrator/Family Division (MANAGER) Deputy Circuit Court Administrator/Juvenile Division (MANAGER) Deputy Health Officer/Executive Director – CHCS (MANAGER) Deputy Health Officer – Public Health Services (MANAGER) Undersheriff (MANAGER)
<b>17</b>	Chief Assistant Prosecuting Attorney (MANAGER) Circuit Court Administrator (MANAGER)
<b>18</b>	Health Officer (MANAGER)
<b>19</b>	Controller/Administrator (MANAGER)
<b>A</b>	Physician Assistant (PROVIDER PROFESSIONAL)
<b>B</b>	Chief Information Officer (MIS) - (MANAGER)
<b>C</b>	Dentist (PROVIDER PROFESSIONAL)
<b>D</b>	Dental Director (MANAGER)
<b>E</b>	Primary Care Physician (PROVIDER PROFESSIONAL)
<b>F</b>	Medical Director (MANAGER) Medical Director – CHC (MANAGER)
<b>R3</b>	Assistant Engineer (C:PROFESSIONAL)
<b>R7</b>	Director - Operations (MANAGER) Design Engineer (C:PROFESSIONAL)
<b>R8</b>	Director – Engineering (MANAGER)
<b>R9</b>	Managing Director (MANAGER)

**APPENDIX D – SALARY SCHEDULE**

**INGHAM COUNTY  
2018 CONFIDENTIAL AND MANAGERIAL SALARIES (1% increase)**

**MCF POSITIONS:**

<b>GRADE</b>	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>
MCF 01	31,627.91	33,106.39	34,649.28	36,269.28	37,962.14
MCF 02	33,485.51	35,048.47	36,686.42	38,397.24	40,191.48
MCF 03	35,846.86	37,521.75	39,272.71	41,104.97	43,024.89
MCF 04	38,277.90	40,063.69	41,936.09	43,892.96	45,942.78
MCF 05	40,880.03	42,791.49	44,789.55	46,881.61	49,071.88
MCF 06	44,015.47	46,072.68	48,223.86	50,475.38	52,832.49
MCF 07	47,674.71	49,902.99	52,233.73	54,674.26	57,227.81
MCF 08	52,173.51	54,609.85	57,162.33	59,833.11	62,625.33
MCF 09	56,906.76	59,564.87	62,347.58	65,259.14	68,305.87
MCF 10	62,231.41	65,140.86	68,179.14	71,364.21	74,697.13
MCF 11	67,208.62	70,349.34	73,633.69	77,072.22	80,671.27
MCF 12	72,161.54	75,530.37	79,057.61	82,750.63	86,612.64
MCF 13	77,196.83	80,801.15	84,576.56	88,524.12	92,657.52
MCF 14	83,170.94	87,055.13	91,122.02	95,373.70	99,829.21
MCF 15	89,918.11	94,115.93	98,512.31	103,113.56	107,929.19
MCF 16	96,994.75	101,522.08	106,263.79	111,226.20	116,422.00
MCF 17	104,115.76	108,976.80	114,066.99	119,391.64	124,967.62
MCF 18	111,168.12	116,359.71	121,796.28	127,482.11	133,433.00
MCF 19	122,998.09	128,744.09	134,756.24	141,048.24	147,636.98

**APPENDIX D – SALARY SCHEDULE**

**INGHAM COUNTY  
2018 CONFIDENTIAL AND MANAGERIAL SALARIES (1% increase)**

**MCF MARKET SALARY POSITIONS:**

GRADE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
A	77,196.83	80,801.15	84,576.56	88,524.12	92,657.52
B	99,571.54	104,221.36	109,087.68	114,182.11	119,516.25
C	109,182.73	114,282.43	119,619.75	125,206.30	131,053.69
D	118,195.13	123,715.14	129,492.84	135,539.84	141,869.84
E	144,823.64	152,066.09	159,306.42	166,547.83	173,789.22
F	167,703.16	175,534.88	183,732.01	190,408.32	201,293.20

**INGHAM COUNTY ROAD DEPARTMENT POSITIONS:**

GRADE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
ROAD 3	56,995.48	60,014.76	63,150.19	66,481.00	69,978.66	73,670.64
ROAD 4	61,025.40	64,213.65	67,599.37	71,151.94	74,902.00	78,845.33
ROAD 5	66,200.09	69,696.70	73,363.34	77,224.29	81,282.71	85,560.81
ROAD 6	70,844.63	74,566.18	78,484.16	82,626.02	86,961.14	91,550.77
ROAD 7	75,796.49	79,803.18	83,994.67	88,417.44	93,061.99	97,958.94
ROAD 8	81,112.70	85,367.54	89,870.58	94,600.67	99,579.98	104,814.87
ROAD 9	92,557.20	97,425.62	102,545.39	111,009.71	116,858.58	119,615.52

**APPENDIX E**  
**INGHAM COUNTY ROAD DEPARTMENT**  
**Benefits for Existing Non-Bargaining Unit Employees**

**Holidays:** The following holidays are recognized by the Employer:

New Year's Day	Labor Day
Martin Luther King Day	Veteran's Day
Good Friday	Thanksgiving Day
Memorial Day	Friday Following Thanksgiving
Independence Day	Christmas Eve
	Christmas Day

**Retirement:** Employees will be covered by the Municipal Employees' Retirement System's (MERS) B4 plan; V-8; the 55F waiver with twenty (20) years of service; and the FAC3 (Final Average Compensation). Employees shall contribute 1.2% of salary.

**Banked Sick Leave:** Payment of banked unused sick leave days upon death or retirement under the Municipal Employees Retirement System shall be paid on the last day he/she worked in accordance with the following schedule:

Up to twenty (20) years of service.....	75%
Completion of twenty (20) years of service	
And up to twenty-five (25) years of service.....	80%
Completion of twenty-five (25) of service and up.....	85%

**Retiree Health:** The Employer shall pay the premiums for health insurance coverage for employees, and their dependents, who retire and immediately draw a retirement benefit from the Municipal Employees Retirement System (MERS) including those who retire under the disability provisions of MERS. Retirees under that age of 65 shall receive the same health coverage options as active employees, if available, with a benchmark as set forth in Section E (Hospitalization -- Medical Coverage), including the increase in the benchmark as set forth in Section E. Increases in premium costs which exceed the benchmark will be shared 50/50 by the Employer and the retiree on a monthly basis. Health insurance for retirees age 65 and older shall be supplemental to, coordinate benefits with, and be secondary payor to Medicare.

**Post Employment Health Program (PEHP):** The Post Employment Health Program through PEBSCO is discontinued as of December 31, 2013 and the Employer will no longer contribute 2% of salary annually after the 2013 program year.

**Longevity Plan:** Existing non-bargaining unit employees covered by this appendix shall receive continuous service credit for service with this Employer, inclusive of service with the former Ingham County Road Commission, placing the four (4) incumbents at the annual bonus of One Thousand Eight Hundred Dollars (\$1800) or 9% of the base annual salary not in excess Twenty Thousand Dollars (\$20,000).

**Leave Time:** Existing non-bargaining unit employees shall be credited with sixteen (16) hours of leave time the first pay period of the calendar year in lieu of floating holidays and shall earn leave time according to the following schedule:

<u>Years of Continuous Service</u>	<u>Number of Leave Time Hours</u>
Hire date to fifth anniversary date	6.77 hours per pay period
Fifth to the thirteenth anniversary date	8.30 hours per pay period
Thirteenth anniversary date +	9.84 hours per pay period

Leave time hours accumulated in excess of 480 hours (maximum accumulation) shall be paid to the employee at the rate of 50% in January of each year.

Employee covered by this appendix will receive a lump sum payment for 50 % of any unused leave time upon termination of employment. Upon death or retirement under the Municipal Employees Retirement System an employee (or his/her estate) shall be paid a lump sum payment of 75% of unused leave time.

**All other benefits in accordance with those provided in the 2018 Managerial and Confidential Employee Personnel Manual.**

## APPENDIX F – HELPFUL WEBSITES

### **MEDICAL INSURANCE**

44 North

[www.44n.com](http://www.44n.com)

### **Health Care Provider**

PHP (of Mid Michigan)

[www.phpmm.org](http://www.phpmm.org)

### **Prescription Coverage**

Express Scripts

<https://www.express-scripts.com>

### **VISION INSURANCE**

VSP

[www.vsp.com](http://www.vsp.com)

### **DENTAL INSURANCE**

Delta Dental of Michigan

[www.deltadentalmi.com](http://www.deltadentalmi.com)

### **FLEXIBLE SPENDING ACCOUNTS**

Infinisource

[www.infinisource.net](http://www.infinisource.net)

### **VOLUNTARY INSURANCE PLANS**

AFLAC

[www.aflac.com](http://www.aflac.com)

### **LIFE INSURANCE**

Lincoln Financial

<https://www.lfg.com>

### **RETIREMENT**

MERS of Michigan

[www.mersofMichigan.com](http://www.mersofMichigan.com)

HUMANA

[www.humana.com](http://www.humana.com)

### **DEFERRED COMPENSATION**

Nationwide Retirement Solutions

[www.nrsforu.com](http://www.nrsforu.com)

AXA Advisors

[www.axaonline.com](http://www.axaonline.com)

### **EMPLOYEE ASSISTANCE PROGRAM**

CARES

<http://www.sparrow.org/cares/cares.asp>