Collective Bargaining Agreement
Between the
County of Ingham, Michigan

and Local #1499
of the American Federation of State,
County and Municipal Employees
AFL-CIO, Council 25

January 1, 2018 to December 31, 2020
# INDEX

COLLECTIVE BARGAINING AGREEMENT  
JANUARY 1, 2018, TO DECEMBER 31, 2020

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AGREEMENT

THIS AGREEMENT is entered into this ______ day of __________, 2019, by and between the COUNTY OF INGHAM, MICHIGAN hereinafter referred to as the “Employer” or “County of Ingham” and Local #1499 of the AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO, hereinafter referred to as the “Union”.

ARTICLE 1 - RECOGNITION

Section 1: Pursuant to and in accordance with the applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Employer recognizes the Union as the sole and exclusive collective bargaining agency with regard to wages, hours and other conditions of employment for all of its garage and road employees, excluding office clerical employees, engineering and technical employees, weekend telephone operators, watchmen, weighmaster, stock clerks, parks department employees, temporary seasonal employees who work less than six (6) months, executives and supervisors as specified in the Act.

Section 2: The Employer and the Union agree that for the duration of this Agreement, neither shall discriminate against any job applicant or employee because of race, color, creed, age, sex, nationality or political belief, nor shall the Employer or its agents nor the Union, its agents or members discriminate against any employee because of his/her membership or non-membership in the Union as required by law.

Section 3: The Union recognizes that except as specifically limited or abrogated by the terms and provisions of this Agreement, all rights to manage, direct and supervise the operations of the Employer and the employees are vested solely and exclusively in the Employer.

Section 4: The Employer recognizes the Union’s right to appoint or elect one (1) steward whose duties shall be to represent the employees within their jurisdiction in the grievance procedure as hereinafter provided. The Union shall inform the Employer of the names of all stewards, and officers, in writing, as soon after their election or appointment as is reasonably possible. For the purpose of this section, the departments are defined as: Sign, Signal Shop, Buildings and Grounds Department, and Shop Maintenance Department. The employees in the Buildings and Grounds Department shall be represented by the steward for the Western District Garage.

Section 5: The Union agrees that, except as specifically provided by the terms and provisions of this Agreement, employees shall not be permitted to engage in union activity during working hours.
ARTICLE 2 - UNION MEMBERSHIP DUES WITHHOLDING

Section 1: During the term of this Agreement, for those employees for whom properly executed payroll deduction authorization forms are delivered to the Employer’s Director of Human Resources by the first working day of each month, the Employer will deduct from their pay the second pay period of each month, the monthly Union dues and initiation fee as designated by the Finance Officer of the Union and shall promptly remit any and all amounts so deducted to the Secretary-Treasurer of Michigan Council #25, AFSCME, AFL-CIO. The Employer may return any incomplete or incorrectly completed authorization form to the Union’s Treasurer, and no check off shall be made until such deficiency is corrected. Thirty (30) days from the date of this Agreement, the Employer will provide the Secretary-Treasurer of Michigan Council #25 and the local Union president a list of names and addresses of those who were either added or dropped from the previous month’s report and the reason for the employees’ change in status and, in addition, shall receive each month, a list of the names and amount of dues each paid. Any changes in status will be reported monthly, as above. The Employer shall only check off obligations which come due at the time of check off, and will make check off deductions only if the employee has enough pay to cover such obligation. If an employee withdraws his/her check off authorization form, no deduction shall be made commencing the pay-period in which the form was withdrawn. The Employer is not responsible for any refund to employee if he/she has duplicated a check off deduction by direct payment to the Union. The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits and other forms of liability that may arise out of or by reason of action taken in reliance upon such individual authorization form or by reason of the Employer’s compliance with the provisions of this Article.

Section 2: Employees who have completed their probationary period may voluntarily become members of the Union or cause to be paid to the Union, a representation fee which represents the Union’s expense to negotiate and administer this Agreement, which sum shall not exceed the monthly dues paid by Union members. All dues and representation fees shall be utilized by the Union in conformity with the law. Newly hired employees in this bargaining unit will be provided with a copy of the check-off authorization form by the Union. To facilitate this, the Employer will give notice to the Union of all newly hired unit employees within ten (10) calendar days of their start of employment.

Section 3: Twice a year, every six (6) months, the Employer will electronically transfer to the Union, a list of all current bargaining unit employees’ addresses and telephone numbers.

Section 4: If PA 349 of 2012 is found to be invalid by a Court with jurisdiction, or is repealed or superseded in any way in which it becomes legal to bargain union membership or representation (agency) fee payment is permitted to be a condition of employment, Art. 4 of the January 1, 2011 – December 31, 2013 collective bargaining agreement shall be reinstated in full and take effect.

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ARTICLE 3 - SPECIAL CONFERENCES

Special conferences for the discussion of important matters (not grievances) may be arranged at a mutually satisfactory time between the Union and Employer representatives within ten (10) regularly scheduled working days after request of either party, subject to the following conditions:

(a) Such meetings shall be held not more frequently than once each calendar month.

(b) Such meetings must be attended by the President of Local #1499 and/or the Chief Steward. Such meetings may be attended by other representatives of the Local Union, not to exceed an additional two (2) members of the Bargaining Unit, a representative of Council #25, the Managing Director, Director of Operations and/or other designated representatives of the Employer.

(c) There must be at least two (2) work days advance written notice of the desire to have such meeting, which notice must be accompanied by an agenda of the subjects the party serving such notice wishes to discuss. If both parties have subjects they wish to discuss, they shall exchange agendas at least two (2) work days prior to such meeting. Discussions at such special conferences shall be limited to the items set forth in the Agenda.

(d) Such special conferences shall be held during the regularly scheduled working hours. Employees shall be paid at their regular hourly rate of pay for all time necessarily lost from their regularly scheduled work while attending such conferences.

ARTICLE 4 - GRIEVANCE PROCEDURE

Section 1: A grievance is defined as a claim, reasonably and sensibly founded, of a violation of a provision of this Agreement. Any grievance filed shall refer to the specific provision alleged to have been violated and shall adequately set forth the facts pertaining to the alleged violation. All grievances shall be commenced within three (3) work days after the grievance has become known, or should reasonably have been known, by the employee, whether the employee works the days or not. Any claims not conforming to the provisions of this definition shall be automatically defined as not constituting a valid grievance.

Section 2: An employee having a grievance in connection with the terms of this Agreement shall present it as follows:
STEP 1: The grievance shall be reduced to writing by the employee and presented to his/her immediate supervisor within six (6) work day period, requesting that the grievance be adjusted, whether the employee works the days or not. The supervisor will meet with the employee to discuss the grievance and will attempt to respond to said grievance no more than six (6) work days after the grievance has been presented to the supervisor. The employee shall suffer no loss of pay for the time spent with the supervisor to discuss the grievance.

STEP 2: If the answer of the supervisor received in Step 1 is not satisfactory to the employee, he/she shall, within five (5) work days of receipt of the answer in Step 1, submit the grievance in writing to the department head. The department head may hold a meeting with the affected employee and the Union Representative. The department head shall submit an answer in writing within five (5) work days. The Employer shall furnish a copy of the grievance to the Union. A copy of the answer shall be furnished to the Union by the Employer.

STEP 3: If the answer of the department head received in Step 2 is not satisfactory to the employee, the Union representative, within five (5) work days thereafter, shall submit notice of appeal to the Human Resources Director.

The Human Resources Director, department head, affected employee, and Union Representative may meet within seven (7) work days after the submission of the grievance under Step 3. The Human Resources Director shall give a written answer within six (6) work days following the meeting.

STEP 4: If the decision of Step 3 is unsatisfactory to the employee and the Union, by mutual agreement, the parties may solicit the assistance of the State Mediator in resolution of the grievance. The Mediator will not have the authority to impose a resolution unless both parties inform him/her in advance that they will accept his/her opinion as binding.

STEP 5: If the dispute is not resolved at Step 3 (or Step 4 upon mutual agreement), said dispute may be submitted within forty-five (45) calendar days for arbitration in accordance with the procedures and rules of the Federal Mediation and Conciliation Service (FMCS) or MERC at the Union’s option. The fees and approved expenses of said arbitration shall be borne equally by the Employer and the Union.

Section 3:

A. For the purpose of the grievance procedure, a "work day" shall mean any day Monday through Friday, regardless of whether such days are worked by the grievant or not, excluding holidays as outlined under this agreement, and shall not include the day in which a grievance is
presented or appealed by the Union or Employer or is answered by the Employer.

B. Any time limit in the grievance procedure may be extended by mutual agreement of the parties.

C. A grievance presented at any step shall be dated and signed by the Union representative or employee presenting it; any answer given by the Employer to the Union representative or employee shall be dated and signed by the Employer.

D. Any grievance not answered within the time limits by the Employer shall progress to the next step in the grievance process.

E. Any grievance not appealed by the employee or Union within the time limits shall be deemed settled on the basis of the Employer's last answer.

F. All dispositions of written grievances shall be made in writing and one (1) copy sent to the Human Resources Director and one (1) copy sent to the Union.

Section 4: Notwithstanding any other provisions hereof, any employee may elect to present or pursue such employee's grievance under this Article without assistance from or representation by the Union up to but not including arbitration. A copy of the Grievance and any agreement reached shall be given to the Union.

Section 5: ELECTION OF REMEDIES: When remedies are available for any complaint and/or grievance of an employee through any administrative or statutory scheme or procedure such as, but not limited to, a Veteran's Preference Hearing pursuant to Act 305 of the Public Acts of 1897, et seq., or any federal law pertaining thereto, and/or Civil Rights matters pursuant to Act 453 of the Public Acts of 1976, or any federal law pertaining thereto, in addition to the grievance procedure provided under this contract, and the employee elects to utilize the statutory or administrative remedy, the union and affected employee shall not process the complaint through any grievance procedure provided for in this contract.

If any employee elects to use the grievance procedure provided for under this contract and subsequently elects to utilize a statutory remedy, then the grievance shall be deemed to have been withdrawn and the grievance procedure provided for hereunder shall not be applicable. This provision shall not act to bar an employee Worker's Compensation complaint nor proceedings before the EEOC.
ARTICLE 5 - DISCHARGE AND DISCIPLINE

Section 1:

A. No disciplinary action shall be taken without just cause. Although the Employer shall have discretion as to the level of discipline imposed given the nature of the offense, the employee's disciplinary history and the employee's overall record of employment with the Employer, the Employer agrees that it will utilize the principles of progressive and corrective discipline in determining disciplinary penalties.

B. The discharge or discipline of an employee shall remain in the sole discretion of the Employer.

C. (1) The Employer may suspend an employee pending an investigation which suspension shall be with or without pay depending on the severity and nature of the allegation/complaint. In the event the suspension is determined to be without pay, the employee may request to access accrued paid time off during the unpaid suspension. In the event it is determined that the allegation/complaint is without merit, the Employer shall reinstate back pay to the date of suspension.

(2) Weingarten Rights. When an employee is interviewed in a Fact Finding interview where it is known that discipline may result, the employee shall have the right to the presence of a Union Steward in the disciplinary interview. This provision is intended to satisfy the Weingarten Rights.

(3) Pre-Determination Hearing. Prior to the final decision regarding discipline the employee shall be afforded the benefit of an opportunity to respond to tentative findings from the investigation. Because this an employee right, the employee may decide not to exercise this right and, if so, the decision regarding discipline, if any, will be made by the Employer without the benefit of the employee's feedback from a Pre-Determination Hearing.

(4) The principles of due process consistent with just cause shall be followed in the issuance of any discipline.

(5) Any employee who is given disciplinary time off or discharged, shall receive written notice thereof which shall state the nature of the offense and the disciplinary action taken.

(6) A grievance which concerns a disciplinary time off or discharge
may be processed initially at one step higher than the person issuing the discharge or disciplinary time off.

D. Disciplinary Actions:

(1) Disciplinary actions may be taken by the Managing Director, the Department Director or designee against an employee for violation of policies and violation of work rules, insubordination, misconduct, violation of law, damage to property or equipment, failure to perform job duties, and conduct similar to the above. Disciplinary actions may include verbal reprimand, written reprimand, suspension without pay, demotion or dismissal. Verbal reprimands of employees shall be noted in the personnel file of the employee. All other disciplinary actions shall be in writing, shall state the effective date of such action, and a copy provided to the employee. An employee who receives disciplinary action may appeal any such action by using the Contract Grievance Procedure.

(2) A Union Representative will be present, if available, with the employee when any disciplinary time off or discharge is issued by an Employer representative. An employee who is given disciplinary time off shall be allowed to counsel with his/her Union Representative before he/she is required to begin the discipline imposed, if the Union Representative is available.

E. Discharge:

(1) Employees discharged shall be paid through the day the dismissal becomes effective.

(2) Final pay will include payment consistent with the terms and conditions of this contract consistent with termination of employment.

ARTICLE 6 - STRIKES AND LOCKOUTS

Section 1: The Union agrees that neither the Union, its agents nor its members will authorize, instigate, aid or engage in a work stoppage, slowdown, strike or other concerted activity which interferes with the operations of the Employer. The Employer agrees that there will be no lockouts.

Section 2: Individual employees or groups of employees who instigate, aid or engage in a work stoppage, slowdown, strike or other concerted activity which interferes with the operations of the Employer, shall be subject to disciplinary action.
ARTICLE 7 - SENIORITY

Section 1: Seniority shall be defined as an employee's length of continuous service with the Employer since his/her last hiring date. "Last hiring date" shall mean the date upon which an employee first reported for work at the instruction of the Employer since which he/she has not quit, retired or been discharged. No time shall be deducted from an employee's seniority due to absences occasioned by authorized leaves of absence, leave time or accident leaves, or for layoffs for lack of work except as hereinafter provided.

Section 2: All new employees hired into the bargaining unit after this contract is executed in 1994 shall be probationary employees for the first twelve (12) continuous months of employment. The probationary period will not be extended, except in the case of an absence. For every work day of absence, the probationary period will be extended a like amount. Union dues will be deducted from the employee's payroll as determined in Article 2, Section 2. Probationary employees shall not be entitled to use the grievance procedures contained in this contract and may be terminated by the Employer with or without cause. During the probationary period, the employee shall have no seniority status and may be laid off or terminated in the sole discretion of the Employer without regard to his/her relative length of service, or the grievance procedure. Upon the successful completion of his/her probationary period the employee's name shall be added to the seniority list as of his/her last hire date.

(a) An employee who is hired for a period of six (6) months or less will be considered a temporary seasonal employee and shall not attain seniority in the bargaining unit, and shall not be represented by the Union. Temporary seasonal employees shall be compensated by wages only. Temporary seasonal employees are to supplement the bargaining unit and not replace or displace bargaining unit positions. Upon completion of six (6) months continuous work, temporary seasonal employees may not continue to work, or be rehired within six (6) months from the end of their employment period, unless mutually agreed to do so by the parties or unless position is to be filled for a unit employee on an extended leave.

(b) Temporary seasonal employees' job duties shall be prioritized for traffic regulation operations. Other duties include asphalt road patching, painting, roadside post installation, weed cutting, lawn mowing, assisting full time employees and cleaning, sweeping, etc. Absent a letter agreement with the Union, temporary seasonal employees will not operate CDL-required motor vehicles.

(c) Temporary seasonal employees who become regular full-time employees shall complete the probation period outlined in Section 2 of this Article. Upon completion of their probationary period, their
seniority date shall be the date they were hired as temporary seasonal employees if they have not had a break in their continuous service since their last date of hire.

(d) Probationary employees shall be entitled to the same benefits as non-probationary employees, except as otherwise stated hereunder, when and if they are accepted by appropriate insurance carriers.

(e) For any County (including Courts) employee who transfers into this bargaining unit, such employee's length of continuous service with the County (and the Courts) with no break in service prior to the transfer, shall be utilized for the purpose of calculating fringe benefit accrual but NOT for the purpose of calculating seniority within the new bargaining unit.

Section 3: The Employer will maintain an up-to-date seniority list. A copy of the seniority list will be posted on the appropriate bulletin boards on January 1 and July 1 of each year. The names of all employees who have completed their probationary periods shall be listed on the seniority list in order of their last hiring dates, starting with the senior employee at the top of the list. If two (2) or more employees have the same hiring date, their names shall appear on the seniority list alphabetically by the first letter or letters of their last name. If two (2) or more employees have the same last name, the same procedure shall be followed with respect to their first names.

Section 4: An employee's seniority shall terminate:

(a) If he/she quits, retires or is discharged and not reinstated.

(b) If, following a layoff he/she fails or refuses to notify the Employer of his/her intention to return to work within five (5) working days after a written notice sent by certified mail of such recall is sent to his/her last address on record with the Employer or, having notified the Employer of his/her intent to return, fails to do so within ten (10) working days after such notice is sent.

(c) If he/she is absent for two (2) consecutive working days without notifying his/her department head prior to or within such two (2) day period of a justifiable reason for such absence. It is understood that employees are expected to notify their immediate Supervisor of their intended absence as soon as possible, but not later than one-half (1/2) hour prior to the start of their shift from which they will be absent.
(d) If he/she accepts employment elsewhere while on a leave of absence or does not return to work immediately following the expiration of a leave of absence; unless, in the latter case, he/she presents evidence satisfactory both to the Employer and the Union that it was impossible for him/her to return to work at the expiration of such leave.

(e) If he/she is off work for a period exceeding 36 months or the employee's seniority, whichever is less. This does not apply to military leave.

(f) If he/she makes an intentionally false statement on his/her employment application, application for leave of absence, or on any other employment record or form.

(g) See Article 7, Section 6.

Section 5: When it becomes necessary to reduce the size of the work force for any reason whatsoever, temporary seasonal and probationary employees shall be laid off first. Thereafter, except as provided in (a) below, the employees with the least seniority shall be the ones laid off providing senior employees are then available who can satisfactorily perform the work of the laid off employee with a minimum amount of training, which shall not exceed ten (10) days of work. In the event there are no senior employees who are then available and who can satisfactorily perform the work of those scheduled for layoff with a minimum amount of training, then the junior employee shall be retained and the next least junior employee shall be laid off.

(a) If the Employer decides it is necessary to eliminate a job classification or reduce the number of occupants in a job classification, the employee(s) who have entered the job classification within one (1) year prior to the effective date of the reduction or elimination, shall be the first ones removed. Thereafter, if the Employer decides it is necessary to further reduce the employees in that classification, such reduction shall be by overall county road department seniority, (e.g., least senior first, etc.). Employees thus removed from the job classification may, in lieu of accepting layoff, exercise their seniority to replace the employee with the least seniority in any equal or lower-rated classification, seniority permitting, which work such replacing employee can satisfactorily perform with a minimum amount of training, which shall not exceed ten (10) days of work. Employees thus displaced from their job classification shall be entitled to exercise the same right.
(b) When it is necessary to lay off employees, as determined by the Employer, the Employer will endeavor to give the affected employees at least five (5) regularly scheduled working days advance notice of such layoff.

(c) For the purpose of this Section 5 and Section 6 of this Article, an employee who had previously permanently occupied a job in excess of one (1) year and had not been removed because of his/her unsatisfactory performance, shall be given a trial period of up to, but not to exceed, five (5) regularly scheduled working days to demonstrate that he/she can perform such job.

(d) At least five (5) days prior to a layoff, the Employer shall meet with the Union to consider alternatives to layoffs including, but not limited to, senior employees volunteering to be laid off in lieu of less senior employees. However, the Employer reserves the right, solely and exclusively, to make the determination if any layoffs will occur.

Section 6: A laid off employee shall have recall rights for two years, or the length of his/her seniority, whichever is less. When recalling employees to work following a layoff, the senior employee on layoff status who can satisfactorily perform the available work with a minimum amount of training, which shall not exceed ten (10) days of work, will be the first recalled to work. If, under this section, there are no laid off employees who qualify for recall, then the Employer shall be free to hire new employees to perform such work.

(a) If an employee is given a minimum amount of training as above provided and demonstrates that with such minimum amount of training he/she is unable to satisfactorily perform such work, he/she shall then be returned to layoff status and not again be eligible for recall to work until work is again available in a job which he/she can satisfactorily perform without a break-in or training period to which his/her seniority entitles him/her.

Section 7: When the Employer decides it is necessary to fill a new permanent job classification or a permanent vacancy in an existing job classification, such vacancy shall be posted on the bulletin board for a period of five (5) regularly scheduled working days during which time employees may bid therefore by submitting a job vacancy application form to the Director of Operations. In the event an employee is on an authorized absence his/her steward may submit his/her job application form in his/her absence. The most senior qualified applicant for the vacancy will be interviewed by Employer representative(s) in order of seniority until the position is filled, with a steward present for each interview. The vacancy shall be awarded to the senior employee so bidding who has the qualifications and other attributes to satisfactorily perform all the work required in the classification with a minimum of training. The successful bidder, if
dissatisfied, shall, within five (5) working days from the start date of the new position, possess the right to return to his\her last permanent classification. An official reversion request must be submitted to the Director of Operations. If requested, he\she shall return to his\her last permanent classification. If the successful bidder exercises his\her right to return to his\her last permanent classification, the bid will be awarded to the next senior qualified bidder. In the event there are no bidders for such vacancy or, if among those bidding therefore, there are none who have the above referred to qualifications, then the Employer shall be free to hire new fully qualified employees to fill such jobs. In the event the job vacancy is filled through the bidding procedure, the employee thus awarded the job shall be transferred thereto as soon as is practicable after the award is made and shall be on job trial period for one (1) calendar year commencing with the first actual day on the job. The purpose of the job trial period is to give the employee an opportunity to demonstrate that he\she has the ability, skills and other attributes to satisfactorily perform all aspects of the job during the four seasons of the year. An employee may be removed from the job any time during the one (1) year trial period if he\she demonstrates that he\she does not, in the discretion of the Employer, have the ability, skills and other attributes to satisfactorily perform the requirement of the job in all four seasons of the year. In the event the employee is removed from the job during his\her job trial period he\she shall bump the least senior employee in the last previous job classification he\she had permanently occupied.

(a) Any employee who is awarded a job under the bidding procedure shall not be awarded another job, the rate range of which is equal to or less than his\her present job, under the bidding procedure during the employee’s trial period, except that they may bid on jobs which would result in a promotion.

(b) Any employee who is removed from a job classification for which he\she had bid because of his\her inability to perform the requirements thereof, as above provided, shall be ineligible to bid for another job in that same job classification or a higher job classification during the six (6) month period following the date of the setback.

(c) The Employer shall determine if an employee who, because of disability, or condition of health, is no longer able to satisfactorily perform the job duties of the job classification he\she occupies. If such a determination is made the employee may be assigned, irrespective of his\her seniority, to an open job he\she is capable of satisfactorily performing or may displace an employee with less seniority in a job classification he\she is capable of satisfactorily performing, at the applicable rate of pay therefore.

Section 8: The Employer shall have the right to temporarily transfer employees irrespective of their seniority status from one job classification to another to cover for
employees who are absent from work due to illness, accident, leave time, or leaves of absence for the period of such absence. The Employer shall also have the right to temporarily transfer employees irrespective of their seniority status to fill jobs or temporary vacancies or take care of unusual conditions or situations which may arise for a period of not to exceed three (3) months (with the exception of Night Patrol, which shall be a duration determined by the Employer), which period may be extended by mutual agreement between the Employer and the Union. After two (2) days, seniority employees, in the district or department where the transfer is to take place, shall be requested first to accept the temporary transfer if the Employer deems he\she can be spared from his\her job at the time of the transfer. If seniority employees decline to accept the transfer, then the Employer may assign the least seniority employee to the job. It is understood and agreed that any employee temporarily transferred in accordance with the provisions of this section, shall not acquire any permanent title or right to the job to which he\she is temporarily transferred, but shall retain his\her seniority in the permanent classification from which he\she was transferred.

(a) It is understood that when it is necessary to temporarily transfer an employee under this section, it is the objective to do so in an expedient manner with the least possible disruption of work.

(b) If an employee is temporarily transferred for the Employer's convenience, as provided in this Section, to a job classification for which the rate range is lower than the rate range for his\her regular job classification, his\her hourly rate of pay shall not be reduced. If such temporary transfer is to a job classification for which the rate range is higher than the rate range for his\her regular job classification, he\she shall after working eight (8) hours in a day in the higher classification, receive the maximum rate of pay applicable for that job while working in the higher classification during that day, and until such time as he\she is transferred back to his\her regular classification.

(c) If the Employer closes one or more of its current satellite garages for a portion of the year, employees temporarily moved from one garage to another shall maintain their original district seniority and overtime lists.

**Section 9:** Should an employee be transferred to a position under the Employer not included in the bargaining unit and is thereafter involuntarily transferred again to a position within the unit or voluntarily returns within one (1) year, he\she shall have accumulated seniority status while working in the position to which he\she was transferred. Employees transferred under the above circumstances shall retain all rights accrued for the purpose of any benefits provided for in this Agreement, upon return to the bargaining unit.
Section 10: The President, elected chief steward and stewards for the purpose of layoff and recalls to work following such layoff only, for the term of their office, shall be considered as having more seniority than any other employee. They shall be the last to be laid off and the first to be recalled to work following such layoff, providing they have the then present ability to satisfactorily perform available work. This super-seniority shall not apply until such time as such employees have exhausted their actual seniority.

ARTICLE 8 - LEAVES OF ABSENCE

Section 1: Family and Medical Leave of Absence.

A. Employees who have been employed for twelve months and who have worked at least 1250 hours in the twelve months as of the requested date of commencement of a leave, may take up to a cumulative total of 12 weeks off in a year for Family and Medical Leave for the following reasons:

1. A serious health condition that makes the employee unable to perform the functions of his/her position;

2. In order to care for the employee’s spouse, child or parent if the person being cared for has a serious health condition;

3. Because of the birth of a child of the employee, and in order to care for the child within twelve (12) months of the child’s birth;

4. Because of the placement of a child with the employee for adoption or foster care, and in order to care for the child within twelve (12) months of the child’s placement.

Unless leave is taken for the employee’s own serious health condition or that of his or her child or spouse, the total leave taken by spouses when both are employed by the Employer is limited to twelve (12) weeks.

B. SERVICESMEMBER FMLA: The FMLA now entitles eligible employees to take leave for a covered family member’s service in the Armed Forces (“Servicemember FMLA”). Except as mentioned below, an employee’s rights and obligations to Servicemember FMLA Leave are governed by the County’s existing FMLA policy. Servicemember FMLA provides eligible employees unpaid leave for any one, or for a combination, of the following reasons:

1. A “qualifying exigency” arising out of a covered family member’s active duty or call to active duty in the Armed Forces in support of a contingency plan; and/or
2. To care for a covered family member who has incurred an injury or illness in the line of duty while on active duty in the Armed Forces provided that such injury or illness may render the family member medically unfit to perform duties of the member's office, grade, rank or rating.

Duration of Servicemember FMLA: When Leave Is Due To a "Qualifying Exigency" an eligible employee may take up to 12 workweeks of leave during any 12-month period. When Leave Is To Care for an Injured or Ill Service Member: An eligible employee may take up to 26 workweeks of leave during a single 12-month period to care for the servicemember. Leave to care for an injured or ill servicemember, when combined with other FMLA-qualifying leave, may not exceed 26 weeks in a single 12-month period. Servicemember FMLA runs concurrent with other leave entitlements provided under federal, state and local law.

C. A “year”, for purposes of determining eligibility for Family and Medical Leave, is defined as rolling year.

D. INTERMITTENT LEAVE: Unless the Employer agrees, leave for the birth or placement of the employee’s child, or to care for the child within twelve (12) months of the child’s birth or placement, may not be taken intermittently or on a reduced leave schedule. If medically necessary, leave for the employee’s serious health condition or to care for a seriously ill spouse, child, or parent, may be taken intermittently or on a reduced leave schedule. Total time off for leave taken as a reduced work schedule or intermittent leave may not exceed twelve (12) weeks in a year.

E. BENEFITS ON LEAVE:

(1) Equal application. The right to take leave under FMLA applies equally to male and female employees. A father, as well as a mother, can take family leave for the birth, placement for adoption, or foster care of a child.

(2) Health insurance coverage for employees on Family and Medical Leave will be continued for up to twelve (12) weeks by the Employer. Employees will be responsible for employee contributions. If the employee fails to return to work after the leave has expired due to circumstances within the employees control, or works less than thirty (30) days following the leave of absence, he/she may be required to reimburse the Employer for the cost of health insurance provided during the leave. An employee will not accumulate paid sick or annual leave nor be paid for holidays which may fall during the period of unpaid leave.
(3) An employee returning from Family and Medical Leave will be reinstated to the same, or equivalent, position he/she held prior to the commencement of the leave.

(4) An employee is required to use all accrued paid sick days and vacation days for leave taken for the employee's serious health condition or to care for a seriously ill spouse, child, or parent. An employee is required to use all accrued paid vacation days for leave taken for the birth or placement of the employee's child, or to care for the child within twelve (12) months of the child's birth or placement. An employee may not use accrued paid sick days for leave taken for the birth or placement of a child or to care for the child unless the employee or the child has a serious health condition.

F. REQUESTING A LEAVE:

(1) Employees must request use of Family and Medical Leave thirty (30) days before the beginning of the leave, if possible and if the leave is foreseeable. When this is not possible, the employee must request the leave of absence as soon as possible once the need for the leave is determined. Requests must be made in writing to the employee’s supervisor and must include medical certification that the absence is necessitated by a reason and/or serious health condition as defined below by the FMLA.

(2) When leave is taken for the employee's serious health condition, or to care for a seriously ill spouse, child or parent, the Employer may require certification issued by the health care provider of the employee or of the spouse, child, or parent of the employee, as appropriate. This certification must include the date the condition began, its probable duration, appropriate medical facts within the knowledge of the health care provider regarding the condition, and a statement that the employee is unable to perform his/her job function or is needed to care for a sick family member for a specified time.

For leave taken intermittently or on a reduced leave schedule, further certification requirements are as follows:

a. When there is planned medical treatment, the certification must include the dates on which treatment is expected and its duration.

b. When leave is taken for the employee's serious health condition, the certification must include a statement of the medical treatment necessary for such leave and its expected duration.
c. When leave is taken to care for a seriously ill family member, the certification must include a statement that such leave is necessary for the care of the family member who has a serious health condition or will assist in his/her recovery, and the expected duration and schedule of the leave.

(3) The Employer may require a second opinion as to the need for the leave from a medical provider designated by the Employer but not employed on a regular basis by the Employer, and if not covered by insurance at the Employer’s expense. In the event the second opinion differs from the first, a third opinion may be required, again if not covered by insurance at the Employer’s expense, which third opinion shall be binding. The medical provider for the third opinion shall be agreed upon jointly by the employee and the Employer. The Employer may require that the employee obtain subsequent re-certification on a reasonable basis.

(4) If the leave was granted based upon the employee’s serious health condition, the employee shall provide Employer a medical provider at least 2 days prior to the employee returning to work. The employee is to report to his/her supervisor before beginning work. The Employer may require the employee to see a mutually approved medical provider before allowing him/her to return to work with the expense to be shared equally between the Employee and the Employer.

G. The Union and the Employer reserve all their rights as provided under the Family Medical Leave Act and may exercise same.

Section 2: Special Leave:

A. Upon the request of the employee, in addition to leaves authorized above, 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) work days in any calendar year. With the prior approval of the Human Resources Department, a department head may authorize an employee to be absent without pay for personal reasons for a longer period, but not to exceed sixty (60) days in any calendar year, unless the County Services Committee approves one (1) additional ninety (90) day extension under unusual circumstances. Employees granted such leave will be eligible for up to 90 days medical and life insurance continuation.

B. Upon prior approval of the County Services Committee, department heads may authorize special leaves of absence for any period or periods not to exceed one (1) calendar year for the following purposes:
1. For attendance at a college, university, or business school for the purpose of training in subjects relating to the work of the employee and which will benefit the employee and Employer.

2. For personal business requiring the employee's attention for an extended period, such as settling estates or liquidating a business.

3. For purposes other than the above which are deemed beneficial to the Employer.

C. The County Services Committee, upon recommendation of the appropriate department head, may grant leaves of absence with or without pay in excess of the above limitations for the purpose of attending extended courses of training at a recognized university or college, and for other purposes that are deemed beneficial to the Employer.

Section 3: An employee who has completed his/her probationary period may be granted a leave of absence for personal reasons, without pay and without loss of seniority, for a period of not to exceed one (1) year, provided he/she obtains advance written permission from the Employer or its designated representative and said leave does not adversely impact operations. Applications for such leave must be in writing on a form provided by the Employer. Leaves of absence will not be given for the purpose of enabling any employee to work for another employer or to seek employment elsewhere and any employee who obtains a leave of absence by misrepresenting the purpose thereof shall be subject to disciplinary action.

Section 4: Military Leave. The Employer adheres to all state and federal regulations related to military leave.

Section 5: Union Leave. The Employer agrees to grant time off without loss of seniority and without loss of pay to any employee designated by the Union to attend a labor convention, conference or other official Union business, provided: (1) ten (10) days written notice is given to the Employer by the union specifying the length of time off requested; (2) the length of time off does not exceed a total of three (3) work days per calendar year; and, (3) no more than two (2) employees shall be granted such time off for such purpose at any one time.

If an employee is elected or appointed to an office within the Union requiring his/her uninterrupted presence and continued absence away from his/her job, he/she shall be granted a reasonable time off without loss of seniority and without pay and fringe benefits for a period of not to exceed two (2) years. During such leave, the Employer has the right to utilize temporary seasonal employee(s) to perform the duties without limitations as to duration or duties otherwise provided in this agreement.
Section 6: Jury Duty: Any employee who is required to report for and/or perform jury duty as prescribed by applicable laws, or each day on which he\she reports for and/or performs jury duty during hours he\she otherwise would have been scheduled to work for the Employer, shall be paid the difference between what he\she receives from the Court as daily jury fees and what he\she would have earned from the Employer for the hours lost from work for jury duty not to exceed eight (8) hours of pay per day at his\her regular straight time hourly rate of pay up to a maximum of ninety (90) days. An employee excused with two (2) or more hours remaining in their work schedule must return to work for the balance of the day to receive compensation from the Employer. This payment provision shall not apply for any day upon which the employee was excused from jury duty in time to reasonably permit him\her to return to work during his\her shift, unless such employee does so return to work.

In order to receive the payment above referred to, an employee must give the Employer prior notice that he\she was required to report for jury duty and must furnish satisfactory evidence that he\she reported for and/or performed such jury duty for the hours for which he\she claims such payment.

Section 7: Requests for leaves of absence must be made in writing to the Employer prior to the start of the anticipated leave of absence except where it is impossible to do so.

Section 8: Insurance Continuation. When an employee is on an approved leave of absence, the employer shall continue to pay its portion of the premium for group health insurance. The employee shall continue to pay his\her portion of the premium.

ARTICLE 10 - BANKED SICK TIME

Section 1: Accumulated sick leave in excess of 960 hours on January 1, 2000, shall be paid to the employee at the rate of 50%. Unused sick leave hours accumulated prior to the implementation of the leave time program shall be kept in a segregated time bank and may be used, at the discretion of the employee, to pay for absences due to personal illness or illness in the employee's family in lieu of payment from accumulated leave time.

Section 2: Payment of banked unused sick leave days upon death or retirement under the Michigan Municipal Employees Retirement System shall be made to the employee or his\her estate at the hourly rate he\she was paid on the last day he\she worked in accordance with the following schedule:

Up to 20 years of service............................................................ 75%
Completion of 20 years of service and up to 25 years of service .................. 80%
Completion of 25 years of service and up .................................................. 85%
ARTICLE 11 - FUNERAL LEAVE

Between January 1, 2014 and December 31, 2015, Employees shall have the benefit of a maximum of forty (40) consecutive paid hours from work to arrange or attend the funeral in the event of the death of a spouse, child, parent, parent-in-law, step-child or step-parent, and twenty-four (24) working hours with pay for the purpose of arranging for and/or attending the funeral of his/her grandparents, grandchildren, brothers, sisters, brother-in-law, sister-in-law, daughter-in-law, son-in-law and grandparents-in-law, under a continuation of Section 1 of Article 11 of the predecessor Collective Bargaining Agreement between the Union and the Employer. Effective January 1, 2016 the following provisions will apply and supersede the prior collective bargaining agreement.

Section 1: Compassionate (Funeral) Leave. 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, up to a maximum of forty (40) work hour, twenty-four (24) of which will be with pay and, if necessary, sixteen (16) additional hours to be charged against earned sick leave. Immediate family is defined as: spouse, children, parents, father-in-law, mother-in-law, brother, sister, step-sister, step-brother, and grandchildren.

Section 2: Eight (8) hours, the day of the funeral, is allowed in the case of the death of an uncle, aunt, nephew, or niece, and sixteen (16) hours for step-mother, step-father, brother-in-law, sister-in-law, daughter-in-law, son-in-law, grandfather, or grandmother to be charged against earned leave time. Upon approval of the department head, eight (8) additional hours may be granted, to be charged against leave time. Any additional time must be charged against leave time.

Section 3: A funeral leave payment shall not be made for any such day on which the employee, for any other reason, would have been absent from work. When there is a conflict between Funeral Leave and another other leave, the other leave shall take precedence and the Funeral Leave will be forfeited.

ARTICLE 12 - HOURS OF WORK

Section 1: The normal work day shall consist of eight (8) hours and the normal work week shall consist of forty (40) hours, Monday through Friday, both inclusive; however, nothing contained herein shall be construed to constitute a guarantee of eight (8) hours of work or pay per day, or forty (40) hours of work or pay per week, and certain exceptions are as follows:

(a) The normal day shift shall commence at 7:30 A.M. and end at 4:00 P.M. Deviation for certain employees or all employees from the normal day shift due to seasonal weather conditions may be a shift starting not earlier than 6:00 A.M. or later than 8:30 AM, provided, however, the Employer agrees to notify the employees at least
fifteen (15) calendar days prior to the change in shift hours, unless it is mutually agreed between the Employer and the local Union President or his/her designee, and the employee to waive the fifteen (15) day requirement.

(b) **Night Shift** - Night shift shall be a shift starting not earlier than 3:30 P.M. or later than 4:30 P.M., except for the night patrol, provided, however, the Employer agrees to notify the employees at least fifteen (15) calendar days prior to the change in shift hours, unless it is mutually agreed between the Employer and the Union to waive the fifteen (15) day requirement.

(c) **Night Patrol** - The Night Patrol shall be a shift which shall start at or about 10:30 P.M. and be a normal eight (8) hour work day and shall consist of forty (40) hours, Sunday night through Thursday night, or Monday night through Friday night, during the months or portions thereof as determined by the Employer which period of time shall run consecutively.

For overtime equalization purposes under Article 12, Section 3, of this Collective Bargaining Agreement, all night patrol employees will be considered as "Temporary Highway Worker Class 4" employees and will be equalized for overtime purposes with all other Class 4 workers in their respective districts in accordance with the contractual overtime equalization procedures. Any night patrol employee who is not a regular Class 4 employee shall, therefore, be included for equalization purposes with all other Class 4 workers in their assigned district.

Whenever an employee ceases and terminates night patrol duty for any reason, each night patrol employee(s) who is regularly classified other than "Highway Worker Class 4", shall have his/her overtime hours, for equalization purposes, set upon his/her return to his/her regular classification at the number of hours equivalent to the highest overtime hours worked in his/her regular classification within his/her district as of the date of the termination.

(d) **Change in Work Schedule** - With a thirty (30) calendar day notice sent to the Union, the Employer may institute a four (4) day, ten (10) hour day work week. In such event, overtime will be paid for work over ten (10) hours in a day and forty (40) hours in a week. In the event, the Employer implements ten (10) hour days, holidays will be paid as ten (10) hour days. Employees placed on call for any day Monday through Wednesday shall receive a payment of one hour pay per day for each day they are on call, and employees
placed on call for any day Thursday through Sunday shall receive payment of two yours pay per day for each day they are on call.

(e) **On-Call Status** - Employees may be placed on “On-Call” status by the Managing Director or his/her designee. Employees who are on “On-Call” status shall respond to all calls forwarded by the Managing Director or his/her designee and shall arrive at the designated work site within a reasonable time after being called.

When an employee is placed on “On-Call” status by the Managing Director or his/her designee, then such employee shall carry a mobile communications device while on such status. Employees on call Monday, Tuesday, Wednesday or Thursday shall receive a payment of one hour pay per day for each day that they are on “On-Call” status. Employees on call Friday, Saturday or Sunday shall receive a payment of two hours pay per day for each day that they are on “On-Call” status. A day shall be defined as the 24-hour period beginning at 7:30 A.M., or any part thereof. This payment shall be in addition to any other compensation which the employee would otherwise earn when responding to a work assignment while on call.

(f) **Additional Sign Shop Provisions** - The Highway Worker 5B Sign Shop on-call status will be defined as the period of time from 7:30 A.M. Monday through 7:30 A.M. the following Monday. This on-call will be scheduled in advance by the Employer for the upcoming calendar year and will consist of an equal rotation among the employees. Only employees classified as a Highway Worker 5B Sign Shop may be charged for overtime if given the opportunity for overtime through the on-call status.

The Sign and Signal Shop Supervisor, or his/her designee, has the right to place an employee on or off on-call status for equalization purposes (See Article 12, Section 3(a) of this Agreement). If an employee forfeits (per Article 12, Section 3(g), A1 -2) his/her on-call for the scheduled year, for equalization purposes, this will be considered an opportunity to work overtime. Therefore, the employee will be charged the overtime worked by another AFSCME Local 1499 employee from the Sign and Signal Shop as a result of the on-call period(s) he/she would have otherwise worked.

If an employee cannot be on-call from time to time, then he/she is allowed to relinquish their on-call time to another employee from the Sign and Signal Shop with the approval of the Sign and Signal Shop Manager, or his/her designee. If the employee cannot work
the on-call that he/she was scheduled for, any overtime worked by another employee in his/her place during said on-call period, will be charged to the employee that was originally scheduled for the on-call, as well as to the replacement worker.

If an employee trades one day or more of on-call with another employee, with the Sign and Signal Shop Managers, or his/her designee, approval, they both have the same opportunity for overtime, so neither employee will be charged overtime other than the time they actually work.

Section 2: Employees shall be entitled to a rest or break period of not to exceed fifteen (15) minutes duration at the midpoint of the first half of their eight (8) hour shift and of not to exceed fifteen (15) minutes duration at the midpoint of the second half of their eight (8) hour shift. Employees may not leave their job sites during break periods. It is understood and agreed that the timing of the break period may vary depending upon the nature of the work being performed by the employee at the time, it being recognized that under certain conditions it will be impossible or impractical for employees to take a break period until the urgent or critical aspect of the job then being performed has been completed. Therefore, an employee’s immediate supervisor has the right to determine when a break period may be taken.

(a) Employees shall be required to be ready to start work at the start of their shift and shall be required to remain at work until the end of their shift except as above provided and except for a thirty (30) minute unpaid lunch period at the midpoint of their eight (8) hour shift. Travel time shall be included in the thirty (30) minute lunch period.

(b) Employees shall punch in on the time card at the start of their shift, punch out at the end of their shift and any time they are authorized to leave work during their shift.

(c) After working nine (9) consecutive hours, an employee shall be granted a one-half (1/2) hour paid break if the shift is scheduled to last at least two (2) additional hours after the paid break.

Section 3: When overtime is to be worked, the Employer will endeavor to give the employees involved reasonable advance notice, if possible. If the Employer notifies an employee at or before the end of his/her regular shift on the preceding regularly scheduled working day before the overtime is to be worked, the Employer shall have the right to require such employee to work the overtime. Such overtime shall be considered as scheduled overtime and shall be as equitably distributed as is practicable by district, among the regular employees within the same classification who have the present ability to satisfactorily perform the required work. However, when the work to be
performed on an overtime basis is a continuation of a specific job that was being performed on a straight-time basis immediately prior to the overtime period, it shall be performed by the employee or employees who were performing the specific job immediately prior to the occurrence of the overtime period. Temporary seasonal employees will not be used for overtime when a regular employee is willing and immediately available to work said overtime.

(a) Employees who are offered the opportunity to work overtime and refuse it, except for other than just cause, and those employees who are unavailable shall be charged the highest amount of overtime actually worked by or paid to the employee or employees who do the required work, for the purpose of equitably distributing the overtime. The Employer agrees to limit, by classification and district, the opportunity to work overtime, the disparity between employees to thirty (30) hours at the end of each contract year. It is understood and agreed that for overtime equalization purposes, each classification and sub-classification shall be determined separately. However, in each district garage, for purposes of overtime equalization, the Highway Worker 3 and 4 classifications shall be considered one classification, if either classification has only one employee.

(b) The overtime distribution herein referred to shall apply to employees who are called in as provided for in Section 6 of Article 13 and the time worked or paid on such occasions shall be charged against them for overtime distribution purposes. Employees who change classifications through the bidding procedure will be charged with the highest number of overtime hours that exists in his/her new classification in the district, on the first day he/she performs the work in said classification.

(c) It is understood and agreed that when it is necessary to have work performed on an overtime basis and an insufficient number of employees are willing to accept the work, then the qualified employee or employees of the classification who are needed to perform the work, with the least seniority, shall be required to accept the assignment.

(d) An up-to-date list showing overtime hours will be posted monthly in a prominent place in each district.

(e) Employees may waive overtime hours predicated upon the terms and conditions stated in the attached Letter of Understanding by signing the same. (Appendix B)
(f) During periods of a state of emergency in Ingham County, declared by either the Governor of the State of Michigan and/or the President of the United States, initial call-in for equalization of overtime purposes will be in accordance with normal procedures. Thereafter, there will be no requirement to keep track of overtime for equalization purposes for a period not to exceed three (3) days or sooner in the event the Employer starts sending employees home for lack of work. The declared state of emergency for the purposes stated above may be applied retroactively.

(g) Call-in overtime starts when the employee reports to his/her place of work.

For the purpose of maintaining an overtime distribution list and equitably distributing said overtime, only scheduled overtime, continuation of a specific job overtime, and overtime worked as a result of a call in will be equitably distributed and a record maintained. For the purpose of attempting to limit the disparity between employees with respect to the working or being offered the opportunity to work overtime, to thirty (30) hours per contract year, employees will be charged as though they worked the overtime, except for just cause, which is defined as stated below:

A. 1. Would result in an immediate physical threat to the family of said employee;

   2. The employee was off work as a result of funeral leave, as defined in Article 11, Section 1, of this Collective Bargaining Agreement.

B. 1. Employees on unscheduled leave for over two (2) consecutive days shall not be considered “available” for call in overtime until they return to work.

   2. Those employees who are going to be on pre-scheduled leave time shall indicate on their time cards prior to their absence as to their availability during that absence. If they fail to do so, they shall be considered unavailable.

   3. For overtime on holidays or weekends, all employees shall be considered available unless they indicate to the contrary in accordance with #1 and #2 of this section.

   4. An employee defined as available under this Agreement, shall not be considered as an “on-call status” employee as
defined in Article 12, Section 1d of the Collective Bargaining Agreement.

5. Employees who are unavailable for overtime will not automatically be charged for overtime unless they would have actually been called for overtime.

6. Employees classified as Highway Worker 7 (mechanics) only, will not be charged for overtime worked during the employees' normally scheduled working hours.

For the employee who was off work as a result of an on the job injury, for which he/she is receiving Worker's Compensation or leave time, authorized leave without pay or authorized medical leave without pay; shall re-enter the overtime distribution list and will be charged the highest overtime hours worked in his/her classification from the first date of absence until the date of return.

Also, all charged and worked overtime hours will be distributed as compensated hours.

Section 4: Time and one-half an employee’s regular straight time hourly rate of pay shall be paid for all work performed in excess of eight (8) hours per day or forty (40) hours per week, whichever results in the greater amount of premium pay. Excused paid absences shall be considered as time worked.

(a) When an employee is required to work on Sunday, he/she shall be paid double his/her straight time hourly earnings for the hours so worked, except where an employee’s work week commences other than on a Monday. In such case, double the employee’s straight time regular rate of pay shall be paid for all work performed on the seventh (7th) consecutive calendar day from the commencement of the regular scheduled work week.

(b) Employees may choose to receive compensatory time off in lieu of overtime pay. Choice of pay or compensatory time shall be made by the employee in the pay period in which it was earned and must be indicated in writing on the time card for the period it was earned. The total time earned per day shall be designated as compensatory time or overtime pay. This time shall be accumulated in increments of 30 minutes or more at the rate at which it was earned, and is limited to annual maximum accruals of 80 hours.

Use of compensatory time shall be by the same rules and procedures associated with leave time. Unused compensatory time from one fiscal year shall be paid out to the employee in the first month of the succeeding fiscal year. Compensatory time not used by the required date(s) will be
paid off at the rate it is earned. Compensatory time cannot be used to excuse unscheduled absences. Once employees reach the maximum accrual of compensatory time per the above, they will not be allowed to earn more compensatory time within each fiscal year, even if reduced below the above maximum by usage.

**ARTICLE 13 - WAGES & BENEFITS**

**Section 1:** The job classifications and rate changes applicable thereto are set forth in Appendix A attached hereto and by this reference made a part hereof.

**Section 2:** If, during the life of this Agreement, a new job classification is created or an existing classification is changed, the Employer shall establish the job duties and the rate range applicable thereto and shall promptly notify the Union of its decision. If the Union believes the rate range thus set is inadequate in terms of established rate ranges for other job classifications covered by this Agreement, the Union shall have the right, within 6 calendar days after it has been so notified, to initiate negotiations with regard to the rate range assigned to the job classification. If negotiations have not been initiated during said 6 calendar day period, the rate range so assigned shall become permanent for the duration of this Agreement.

**Section 3:** It is understood and agreed that in return for the wages, fringe benefits and working conditions specified in this Agreement, employees shall be required, as a condition of continued employment, to render a fair day's work for the Employer.

**Section 4:** Employees shall be hired at not less than the minimum of the rate range for the job classification to which they are assigned.

**Section 5:** A report time allowance of three (3) hours is to be allowed when an employee reports for work on a regular work day and is sent home due to lack of work caused by inclement weather, breakdown of equipment, lack of materials or other unforeseen causes not within the control of the Employer.

**Section 6:** A minimum of two (2) hours call-in time is allowed when an employee is called in for emergency work outside of the regular work day or work week except if called for hours immediately preceding a scheduled shift which shall be a minimum of one (1) hour if the employee is called to work not more than two (2) hours before the scheduled shift. The one hour pre-shift call in time exception does not apply to Night Patrol. Call-in time will be paid for at one and one-half times the regular hourly rate (except at provided in Article 12, Section 4(a)). An employee called in to work prior to his/her regular starting time shall be permitted to work all his/her usual hours for that day if he/she so desires. In the event an employee has been on duty for sixteen (16) consecutive hours the Employer shall then have the right to send the employee home.
Section 7: For the duration of this Agreement, the Employer agrees to continue the present retirement program in accordance with the terms and provisions prevailing immediately prior to the execution of this Agreement. The Employer will provide the MERS B-4 Defined Benefit Plan w/ 2.5% multiplier, FAC3, V8 and F55 (20) retirement program at an employee contribution of 1.2%.

For employees hired on or after September 19, 2011 but prior to January 1, 2014, the Employer will provide a retirement program in accordance with the terms and provisions of MERS Defined Benefit plans as follows: 1.5% multiplier, FAC5, V10, retirement at age 60 at an employee contribution of 1.2%. The Employer will pursue with MERS, if permitted, an option for the September 19, 2011 to January 1, 2014 employees to elect to convert, at their option, into the established Hybrid Plan pursuant to MERS requirements.

For employees hired on or after January 1, 2014, the Employer shall offer a MERS Hybrid Plan. The Plan will consist of a Defined Benefit (DB) component with a 1.25% Benefit Multiplier and a Defined Contribution (DC) component. The County and the Employee will contribute to the Defined Contribution (DC) component of the Plan. The County and the Employee contributions shall be a minimum of 1% of the Employee’s payroll, and the Employer will match the Employee’s contribution up to 1.0% of payroll for the cost of the Defined Contribution (DC) component of the Plan. Employees will be allowed to make additional contributions as allowed under the Plan, MERS regulations, and any applicable laws. Employees will be 100% vested for Employer contributions to the DC component of the Plan after five (5) years of service, and the DB component of the Plan after six (6) years of service. The Hybrid Plan shall have a FAC 3 Years as to the DB component. The Hybrid Plan shall have a FAC 3 Years as to the DB component and a normal retirement age of 60.

Section 8: Regular full time employees permanently assigned to work in the Lansing Garage (Metro District) shall receive additional compensation of twenty cents (20¢) per hour for all hours worked in that district. Employees assigned to work in the Metro District (including Delhi Township, both summer and winter seasons), for four consecutive hours or more will receive the twenty cent (20¢) premium for those hours worked in that district

Section 9: Longevity.

A. All full-time employees, hired prior to January 1, 2014, 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.
B. Employees whose service with the Employer terminates because of service or disability retirement shall be paid a pro-rated 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.

C. 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.

D. Employees hired on or after January 1, 2014 are not eligible to receive longevity bonus for service with the Employer.

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

<table>
<thead>
<tr>
<th>CONTINUOUS SERVICE</th>
<th>ANNUAL BONUS</th>
<th>AMOUNT BASED ON $20,000 MAX</th>
</tr>
</thead>
<tbody>
<tr>
<td>4 or more, but less than 8 years</td>
<td>3% of annual wage</td>
<td>$600</td>
</tr>
<tr>
<td>8 or more, but less than 12 years</td>
<td>5% of annual wage</td>
<td>$1000</td>
</tr>
<tr>
<td>12 or more, but less than 16 years</td>
<td>7% of annual wage</td>
<td>$1400</td>
</tr>
<tr>
<td>16 or more years</td>
<td>9% of annual wage</td>
<td>$1800</td>
</tr>
</tbody>
</table>

The longevity bonus shall be computed as a percentage of the employee's annual base salary. Base salary shall be that which an employee is being paid on the first regularly scheduled day of the fiscal year in which a longevity bonus is due, and shall not include premium holiday pay, premium pay, uniform allowance, per diem or travel allowance or any other compensation. No longevity payment as above scheduled shall be made for that portion of an employee’s base salary which is in excess of Twenty Thousand Dollars ($20,000).

F. Employees who work part-time or three-quarter time shall receive longevity computed as a percentage of the employee's annual base salary on a pro-rata basis up to a maximum of $10,000 for part-time employees and $15,000 for three-quarter employees.

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

I. 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.

Section 10: Insurance:

A. Health Insurance Program. The Employer will pay for the County Standard Plan (Road Base Plan) up to the maximum Employer obligation under PA 152 as determined by the County Board.

The parties recognize that this Article 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 a 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 of the medical benefit plans election, bargaining unit employees will be required to make contributions under the election made by the Board of Commissioners.

Effective January 1, 2019, the Employer will offer the following health insurance programs for eligible full-time employees and legal dependents as determined by the Employer and the Health Coalition.

Option 1: PHP POS HIGH Plan For County of Ingham (Road Buy-up Option – Appendix D)

Option 2: PHP Standard Option Plan: STANDARD Plan For County of Ingham (Road Base Option – Appendix C)

Prescription drug coverage will be provided by the Employer through ARORx using 44 North as the Pharmacy Benefit Manager.
Drug Plan: For the Standard and High plans, prescription drug co-pays for Generic drugs are $5.00. The co-pays for Preferred Brand drugs will be $30.00. Non-Preferred co-pays will be $60.00. Maximum out-of-pocket expenses for drugs for each health care plan will be $1,000 individual and $2,000 family 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 co-pays will be $60.00. Mail order Non-Preferred co-pays will be $120.00. The formulary shall be subject to periodic review and revision. If you have questions, call 44 North 855-306-1099. There are specific medications and medication classes that are subject to daily and period quantity limits by ARORx, in accordance with state/federal guidelines. For appeals and override processes, contact the 44North Patient Advocate or ARORx at atp@arorx.com.

Option 3: PHP Base Plan BASE Plan For County of Ingham (Road High-Deductible Option – Appendix E)

Prescription drug coverage will be provided by the Employer through PHP of Mid Michigan using CVS 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 until the member reaches the maximum out of pocket costs for the plan year.

Premiums.

Effective January 1, 2019, the Employer agrees to pay the full premium for eligible full-time employees for hospitalization coverage outlined in Section A above, up to the following amounts:

<table>
<thead>
<tr>
<th>Plan Type</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Full Family</td>
<td>$984.56</td>
</tr>
<tr>
<td>2-Person</td>
<td>$877.19</td>
</tr>
<tr>
<td>Single</td>
<td>$418.95</td>
</tr>
<tr>
<td>Retirees</td>
<td>$434.56</td>
</tr>
</tbody>
</table>

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%). Increases in premium
costs exceeding the benchmark will be shared 50/50 by the Employer and the employees with the employees' payment made through payroll deduction under the Section 125 Plan.

The parties will retain the Health Care Coalition which will continue to meet on ways to reduce health care costs and to avoid and reduce potential co-pays of both the Employer and the employees. The Employer will provide the Union and the Coalition new health care premium rates, including rates for retirees with the RX portion separated from the medical premium, as soon as they are available.

There shall be an open enrollment period prior to the effective implementation date, in order to allow employees to elect an option.

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

The Employer reserves the right to substitute another carrier, provided the fundamental provisions of the above coverage will not be changed.

An employee who is eligible for medical/ hospitalization insurance via another source and who executes an affidavit to that effect may elect not to be covered by the medical insurance provided under this Article. The decision to waive coverage shall be made once per calendar year. A waiver agreement drafted by the Employer shall be executed by the employee. In the event the employee elects to forego medical insurance, the Employer shall pay an amount based upon the coverage to which the employee is otherwise eligible at the time of election (full family, two persons, or single subscriber) directly to the employee as taxable compensation. The amounts payable, in 2019, based on the applicable coverage, shall be as follows:

<table>
<thead>
<tr>
<th>Coverage</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Full Family</td>
<td>$249.66 if participating prior to 1/1/2014</td>
</tr>
<tr>
<td>2-Person</td>
<td>$222.22 if participating prior to 1/1/2014</td>
</tr>
<tr>
<td>Single</td>
<td>$131.22 if participating prior to 1/1/2014</td>
</tr>
<tr>
<td>New enrollment</td>
<td></td>
</tr>
<tr>
<td>on or after</td>
<td></td>
</tr>
<tr>
<td>1/1/2014</td>
<td>$131.22</td>
</tr>
</tbody>
</table>

These waiver amounts will be adjusted annually the same percentage as the benchmarks increase. Employees losing medical coverage from another source shall notify the County Financial Services Department in time so that the employee and dependents, where appropriate, can be re-enrolled in a health
care plan beginning the first day of the month following the loss of alternate coverage.

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 as stated in the waiver amounts above shall be mandatory. Those employees shall not be permitted to have double health insurance coverage from the same or different options noted in this Article. They are entitled to two individual single plans with the County as required under ACA or they can choose 2-person coverage. Employees losing medical coverage from their spouse shall notify the County Financial Services Department in time so that the employee may re-enroll in a health care plan beginning the first day of the month following the loss of alternate coverage. For employees participating in the waiver plan prior to January 1, 2014, the spouse receiving the waiver payment will receive $131.22 per month as taxable compensation.

B. In the event that a non-probationary employee is laid off, he/she may retain medical coverage as provided by COBRA, providing he/she pays the full premium cost of the insurance. Provided further, that such payment is authorized by the insurance carrier.

C. The Employer and the Union agree to negotiate on the addition of alternate health plans should the Employer so request of the Union. However, such plans cannot be implemented without the mutual agreement of the parties.

In the event health insurance cost containment measures are identified following the date of ratification of this agreement, then the bargaining unit agrees to negotiate those measures so identified in good faith.

D. **DENTAL INSURANCE:** The Employer shall provide dental insurance for full-time and part-time employee and their dependents. See County Benefit Plan attached as Appendix G.

E. **VISION CARE:** The Employer shall provide vision insurance for full-time and part-time employee and their dependents. See County Plan attached as Appendix H.

F. **LIFE INSURANCE:** The Employer agrees to provide each full-time employee who qualifies for group term insurance at the standard group rate with twenty thousand dollars ($20,000) of life insurance. The Employer paid life insurance policy of ten thousand dollars ($10,000) is eliminated for employees that retire on or after January 1, 2014.

G. **ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE:** The Employer agrees to provide each full-time employee who qualifies for group accidental
death and dismemberment insurance at the standard group rate with twenty thousand dollars ($20,000) of accidental death and dismemberment insurance.

H. **LONG TERM DISABILITY INSURANCE:** The Employer shall provide Long Term Disability Insurance coverage with a benefit of 50% of base salary, capped at $3,500.00 per month, after a ninety (90) day elimination period and not to exceed two (2) years (104 weeks).

The Employer or the carrier may require medical verification as deemed appropriate. Upon reaching the ninety (90) day threshold for benefits under this section, the employee will be paid by the LTD carrier.

Employees may use banked sick time and accumulated leave time to supplement long term disability payments up to their normal base weekly wage. The Employer may require medical verification as it deems appropriate.

I. **CAFETERIA SECTION 125 PLAN:** The Employer will institute a plan to allow employees to contribute dollars on a pre-tax basis through payroll deduction to be used to reimburse for eligible expenses in compliance with the regulations of IRS Section 125.

J. **SUPPLEMENTAL INSURANCE:** The Employer and the Union will, by mutual agreement, select a supplemental insurance provider, the cost of which shall be borne by the employee on a payroll deduction basis.

Employees may use banked sick time and accumulated leave time to supplement short-term disability payments up to their normal base weekly wage.

**Section 11: Insurance For Retirees:**

A. **Health Insurance Coverage:** Effective April 1, 2018, for employees hired prior to September 19, 2011, 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, except as modified below under section E.

B. Retirees under the age of 65 shall receive the same health coverage options as active employees, if available, with a benchmark as set forth in Section 10: Insurance, subsection A, Premiums, including the increase in the benchmark as set forth in this Section. Increases in premium costs which exceed the benchmark will be shared 50/50 by the Employer and the retiree on a monthly basis.
C. Health insurance for retirees age 65 and older shall be supplemental to, coordinate benefits with, and be secondary payor to Medicare. These retirees will be charged prescription portion of premiums for secondary plan. See benefit plan summary attached as Appendix I.

D. For all retirees or their beneficiaries whose monthly benefits from the Michigan Municipal Retirement System is $800 per month or less, the Employer will pay for the drug coverage program.

E. The following will apply to the retiree health insurance program:

1. The obligation of the Employer to pay the premiums for the retiree and/or his/her dependents shall cease in the event that comparable health insurance is available to the retiree and/or his/her dependents through another employer or source. 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 and/or his/her dependents.

2. If the retiree accepts other employment and health insurance comparable to that provided by the Employer is available and is provided by that employer, the Employer shall not be obligated to provide the retiree with the benefits described above. Further, in the event the retiree is eligible for health insurance through his/her working spouse, the Employer shall not be obligated to provide said benefits while said retiree remains eligible for coverage through the employment of his/her spouse. All questions of eligibility shall be determined by the regulations and rules established by the carrier providing such coverage.

3. The retiree shall apply for Medicare, Medicaid or similar federal program benefits as soon as he/she is eligible. As of said date all benefits payable by the Employer 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. A retiree who loses health coverage from another source shall notify the Employer in time for the Employer to re-enroll the retiree under the Employer's coverage.

F. Notwithstanding any contrary provision, any employee hired on or after September 19, 2011, and prior to January 1, 2014, 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, shall
only be entitled to single subscriber health insurance for that retiree (all other terms shall apply as noted in section E. above with no employer paid life insurance coverage. However, the retiree shall have the option of paying the difference in premium and upgrading to the two-person or full family plan. Non-Medicare eligible retirees shall receive the same health coverage options as active employees, if available, with a benchmark as set forth in Section 10: Insurance, subsection A., Premiums, including the increase in the benchmark as set forth herein. 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%). Increases in premium costs which exceed the benchmark will be shared 50/50 by the Employer and the retiree on a monthly basis.

G. Employees hired on or after January 1, 2014, shall receive retiree health insurance benefits as follows:

   After 10 years of service, the Employer shall contribute 50% of the cost of active employee’s single coverage benchmark.

   After 15 years of service, the Employer shall contribute 75% of the cost of active employee single coverage benchmark.

   After 20 years of service, the Employer shall contribute 100% of the cost of active employee single coverage benchmark.

   The Employer’s contributions shall be capped at the above percentage amounts of the existing contributions for current employees for single health care coverage. However, the retiree shall have the option of paying the difference in premium and upgrading to a two-person plan.

H. Employees hired on or after September 19, 2011 are not eligible for single subscriber retiree health until they reach 60 years of age.

**ARTICLE 14 - HOLIDAYS**

**Section 1:** New Year’s Day, Martin Luther King’s Birthday, Good Friday, Memorial Day, Independence Day, Labor Day, Veteran’s Day, Thanksgiving Day, the day following Thanksgiving Day, Christmas Eve and Christmas Day shall be recognized as legal holidays for which the Employer will not normally schedule work. When any of the holidays occur on a Sunday, the following Monday will be observed as the holiday and when the holiday falls on Saturday, it shall be observed on the preceding Friday. If Christmas Day falls on a Sunday or Monday, the day before Christmas shall be observed on the preceding Friday. If Christmas Day falls on a Saturday, the day before Christmas shall be observed on the preceding Thursday. Qualified employees will receive one (1) day’s pay (8 hours) for each holiday at the employee’s regular straight
time rate of pay at the time such holiday occurs with the exception of holidays which fall in any Employer imposed 10 hours seasonal schedule for which employees will be paid 10 hours straight time.

Section 2: To be eligible to receive holiday pay hereunder, an employee must be a regular employee, must have worked the scheduled work day the day before the holiday and the scheduled work day the day after the holiday, unless: (1) the holiday occurs during the employee’s leave period; (2) the employee’s absence is due to a layoff or unpaid leave or Worker’s Compensation leave, all or any of which began within the last seven (7) calendar days prior to said holiday, when an employee is on a layoff, unpaid leave, or a Worker’s Compensation leave, they shall receive holiday pay for only those holidays which fall within the first seven (7) calendar days of the aforementioned leaves; or (3) such employee was excused in writing by the Employer from working all or part of the hours he\she was scheduled to work on such days.

Temporary seasonal employees are not eligible for holiday pay.

Section 3: One (1) day’s pay as referred to in Section 1 above shall constitute eight (8) hours of pay at the employee’s regular straight time hourly rate at the time such holiday occurs.

(a) When an employee is required to work on any of the above named holidays, he\she will receive time and one-half his\her regular straight time hourly earnings for the hours so worked in addition to his\her regular holiday pay if he\she qualifies for the latter.

(b) If each paid holiday occurs during a qualified employee’s scheduled leave time, his\her leave period will be extended by one (1) day.

Section 4: The two (2) floating holidays provided for in a previous contract and which were effective January 1, 2001, and each year thereafter, are part of the Leave Time program and are credited to the employee’s leave time banks as a sixteen (16) hour adjustment the first pay period of each calendar year. Newly hired employees will receive adjustments to their leave banks as follows:

(a) Those new employees hired prior to President’s Day, in the same calendar year, will receive a sixteen (16) hour adjustment to their leave bank.

(b) Those new employees hired after President’s Day and prior to New Year’s Eve, in the same calendar year, will receive an eight (8) hour adjustment to their leave bank.
ARTICLE 15 - LEAVE TIME

Section 1: All employees shall be credited with 16 hours of leave time in January of each year, in lieu of floating holidays, and all regular full time employees shall earn leave time according to the following schedule:

<table>
<thead>
<tr>
<th>Years of Continuous Service</th>
<th>Number of Leave Time Hours</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hire date to fifth anniversary date</td>
<td>6.5* hours per pay period</td>
</tr>
<tr>
<td>Fifth to the thirteenth anniversary date</td>
<td>8.0* hours per pay period</td>
</tr>
<tr>
<td>Thirteenth anniversary date +</td>
<td>11.0 hours per pay period</td>
</tr>
</tbody>
</table>

* Employees hired on or before December 31, 2017 will be redlined at their current leave time accrual in place as of December 31, 2017 (6.77 hours per pay period or 8.3 hours per pay period). For employees in the “hire date to fifth anniversary date” category, their accrual will be 8.0 hours per pay period when they advance to the “Fifth to thirteenth anniversary date”.

Newly hired employees will receive adjustments to their leave banks in their first year of employment as follows:

(A) Those new employees hired prior to President’s Day, in the same calendar year, will receive a sixteen (16) hour adjustment to their leave bank.

(B) Those new employees hired after President’s Day and prior to New Year’s Eve, in the same calendar year will receive an eight (8) hour adjustment to their leave bank.

Section 2: Unused vacation time and floating holidays accumulated prior to the start of the leave time program shall be added to the employee’s leave time bank.

Section 3: Following six (6) months of employment, an employee may apply to use any accumulated leave time, but leave time may not be used prior to the pay period in which it is earned. Employees shall take their leave time in increments of not less than one-half (½) hour. Leave time may not be borrowed from the future or other employees.

Section 4: Leave time hours accumulated in excess of 400 hours shall be paid to the employee at the rate of 50% in January of each year. Effective January 1, 2005, leave hours accumulated in excess of 480 hours shall be paid to the employee at the rate of 50% in January of each year. Effective January 1, 2009, leave hours accumulated in excess of 550 hours shall be paid to the employee at the rate of 50% in January of each year. Effective January 1, 2015, leave hours accumulated in excess of 480 hours shall be paid to the employee at the rate of 50 percent in January of each year.
Section 5: Leave time leave requests for pre-scheduled absences should be made at least seven (7) days prior to the time the time off is to start, except in the case of an emergency. In the case of accident, illness or some other circumstance where it is not possible to schedule time off in advance, leave time may be used with notice to the employee’s supervisor one half (%)

Section 6: An employee who has worked for over six (6) continuous months 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.

Section 7: Vacation Bonus. Effective the first full pay period in January of each calendar year, each full-time employee will be credited with twenty-eight (28) hours of vacation bonus to be used during the 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. For newly hired and departing employees, vacation bonus shall be earned pro-rata, based on the employee’s start or end date during the calendar year. Employees who do not remain employed for 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; excluding retirees who immediately retire and are immediately eligible for benefits.

Part-time employees shall earn vacation bonus at one-half (1/2) the rate of full-time employees, and three quarter time employees shall earn 75% the rate of full-time employees.

ARTICLE 16 - GENERAL

Section 1: The Employer shall have the right to make such reasonable rules and regulations not in conflict with this Agreement as it may from time to time deem best for the purpose of maintaining order, safety and/or efficient operations. Prior to the implementation of any new or changed rule, the Employer shall notify the Union seventy-two (72) hours prior thereto and will discuss the same upon the Union’s request unless conditions warrant the immediate implementation of said rule or rule change. Any complaint relative to the reasonableness of any rule established or the discriminatory application thereof may be considered as a grievance and subject to the grievance procedure contained in this Agreement. The employees shall adhere to said rule or rule change while it is being contested through the grievance procedure. It is understood and agreed it shall be a condition of continued employment that an employee must meet any and all standards, regulations or license requirements of the State of Michigan or the Federal Government.
**Section 2:** The Employer shall provide a bulletin board in each garage for the posting of seniority lists and for legitimate Union or County business use. All postings shall be limited to notices of Union meetings and Union social affairs, notices of Union elections and results thereof. All other material shall be removed from the board. All notices shall be dated and signed by the posting party. Any such notice not dated and signed may be removed by the Employer immediately.

**Section 3:** So long as an employee is classified as a supervisor by the Employer, he/she will not be used to displace regular employees covered by this Agreement. This provision shall not be construed to prevent supervisors from performing such manual work as may be required for the purpose of instruction, supervision, investigation, inspection or experimentation or as may be necessary when an employee is absent and other employees are not immediately available or in case of emergencies. “Other employees not immediately available” shall be defined to mean that other qualified employees are not immediately available to perform the work without disrupting other necessary work. It is understood and agreed that the purpose of this section is not to cause the layoff or loss of overtime opportunities of regular employees. However, it is understood and agreed this section shall not preclude a supervisor who is called out at times other than his/her regular working hours from performing such work as may be necessary to take care of emergencies which can be corrected by the supervisor individually to correct a situation which does not require additional employees or pieces of equipment.

**Section 4:** The Employer may subcontract work normally performed by bargaining unit employees if and when, in its judgment, it does not have the available manpower, proper equipment or ability to perform such work within the required amount of time or during emergencies or when such work cannot be performed by bargaining unit employees on the most efficient and the most economical basis. It is understood that the subcontracting of work under this provision will not result in the direct layoff of any employee.

**Section 5:** The Board has established a Safety Program, including a Safety Committee with a union representative from each district garage, and a written Safety Policy. Unusual and extremely dangerous hazards and all serious violations of the Safety Code shall be immediately reported, in writing, to the Managing Director. The Managing Director shall have the violation or hazard investigated and take appropriate action.

**Section 6:** Coveralls or other protective clothing, including gloves, shall be furnished by the Employer for work on those particular jobs, in which unusual wear to normal clothing would be experienced. The Employer will keep on hand, ten (10) sets of coveralls for issuance by the supervisor in charge when, in his/her opinion, conditions warrant it.
The Employer shall provide for all highway worker classification employees, excluding Highway Worker 7 and Mechanics, an annual work related clothing allowance in the amount not to exceed $200.00 per calendar year. The employee shall submit receipt(s) for reimbursement to the Employer on or before December 1st of each year in order to be paid the clothing allowance. Reimbursement shall occur on the first full pay period following the submission of the receipt(s).

The Employer will provide uniform rental for each Highway Worker Class 7 permanently assigned to the Mason Shop, to be paid 100 percent by the Employer. The maximum number of standard uniforms that the Employer is required to provide during each two week period will be ten (10) sets plus one (1) available spare set. All charges resulting from the loss of rental uniforms and charges for special garment changes ordered by the employee will be the responsibility of the employee. The Employer shall have sole discretion as to the choice of uniform rental vendor.

The Employer shall pay each classified Mechanic, a maximum tool and boot reimbursement or taxable allowance, of $800.00 per calendar year for those eligible employees that have completed one year of continuous service with the Employer and who have worked a minimum of 1500 hours in the previous 12 months. Of the $800.00, the maximum boot reimbursement is $100.00. The employee will select the method of payment on an annual basis in the month of January. If selected, tool reimbursement shall be paid upon receipt of expenditures in increments totaling $100.00 or more. The receipts shall be dated within the current selection year. For those who select reimbursement, boots may be purchased from this allowance, with a receipt required. If selected, a taxable allowance will be paid each year in the month of January for eligible employees. The Employer will provide for tools over one inch (1") in diameter. Employees are responsible for all tools up to, and including, one inch (1") in diameter.

**Section 7:** Unit employees shall be paid on a bi-weekly basis. All unit employees will be paid by direct deposit, to the financial institution(s) of their choice, not to exceed three, or by payroll debit card in accordance with the requirements of MCL 408.476.

**Section 8:** If, during the life of this Agreement, any of the provisions contained herein are held to be invalid by operation of law or by any tribunal of competent jurisdiction or if compliance with or enforcement of any provisions should be restrained by such tribunal pending a final determination of validity, the remainder of this Agreement shall not be affected thereby. In the event any provision herein contained is so rendered invalid, upon written request by either party hereto, the Employer and the Union shall enter into collective bargaining for the purpose of negotiating a mutually satisfactory replacement for such provision.

**Section 9:** It is understood and agreed that this Agreement replaces any and all practices, policies and procedures relating to the wages, benefits, hours and working conditions of the bargaining unit employees and that any previous wages, benefits, hours, or working conditions not incorporated herein by reference are hereby negated.
Section 10: Appendices A and B attached hereto are hereby incorporated by reference and made a part of this Agreement.

Section 11: The Employer shall furnish a meal to any employee who works four (4) hours beyond and consecutively with his/her regular quitting time. In the event the Employer is unable to furnish such meal, the employee shall be given time off to eat and the Employer shall compensate the employee up to five dollars ($5.00) for such meal after presentation of an appropriate receipt.

Section 12: International Municipal Signal Association Certification required for the Sign Shop employees will be paid for by the Employer. If an employee must repeat the training and testing, the Employer will pay for the cost of one additional training course and exam.

Section 13: The Employer will provide employees up to $100.00, once every 3 years, to be applied toward the employee's purchase of a hands free (e.g. Bluetooth) cell phone device.

Section 14: The Employer will provide employees with prescription safety glasses (which may include sun protection) through a provider chosen by the Employer, at a benefit level not to exceed $220.00 over a two year period.

Section 15: In the event that the Employer requires an employee to take a drug and/or alcohol test, the Employer will pay for same if not covered by the employee's health insurance.

Section 16: Employees who are off work as a result of an on the job injury for which he/she is receiving Workers' Compensation disability payments, shall not be allowed to earn leave time beyond four (4) months. Health insurance coverage for the employee and his/her immediate family shall continue to be provided by the Employer for a period of ninety (90) days and, also, life insurance coverage for the employee shall continue to be provided by the Employer for a period of ninety (90) days for employees who are off work as a result of an on the job injury for which he/she is receiving Worker's Compensation disability payments.

Section 17: The Employer will allow two hours only, with pay, for all employees to obtain a Commercial Driver's License medical physical, as necessary at the beginning or the end of the employee's scheduled work shift.

Section 18: This Agreement shall be binding upon the successors and assignees for the parties hereto and no provisions, terms or obligations herein contained shall be affected, modified, altered or changed to the detriment of the other party in any respect whatsoever by the consolidation, merger, sale, transfer, lease or assignment of either party hereto, or affected, modified, altered or changed in any respect whatsoever by a
change of any kind of the ownership of either party hereto of any separable, independent segment of either party hereto.

**Section 19:** For any employee who is paid by the County to attend a conference training or workshop, etc. and voluntarily resigns within 6 months of attending such conference, training or workshop, etc., the employee shall repay the County the costs attributed to the conference, training, or workshop, etc. by payroll deduction.

**Section 20:** Any step increases will be in accordance with an established pay schedule and will not occur until probation is satisfactorily completed. Step increases will be implemented the first full pay period following the employees anniversary date.

**ARTICLE 17 - RESIDENCY**

**Section 1:** Residency of employees no farther than twenty (20) miles from the nearest border of Ingham County will assist in the availability of personnel during inclement weather and other emergencies when staff may be needed, will assist in familiarizing the employees and staff with the highway and road systems within Ingham County and their conditions, will promote good relations with the public served by the Employer and will facilitate the employees interest in the community they serve. Therefore, the following policy shall apply to employees.

**Section 2:** Definition. "Residence" shall be construed to be the actual domicile of the individual where he/she normally eats and sleeps and maintains his/her normal personal and household effects.

**Section 3:** Policy. All persons hired into Ingham County Road Department positions shall reside no farther than twenty (20) miles from the nearest border of Ingham County and shall remain so throughout their term of employment with the Road Department, or, if not residing no farther than twenty (20) miles from the nearest border of Ingham County upon the date of hire, shall move to a residence no farther than twenty (20) miles from the nearest border of Ingham County within one hundred eighty (180) days of their date of hire and shall thereafter continue to reside no farther than twenty (20) miles from the nearest border of Ingham County throughout their tenure of employment with the Road Department. The failure to move to a residence no farther than twenty (20) miles from the nearest border of the County within said one hundred eighty (180) days shall be considered a violation of the policy and a voluntary resignation from the Road Department employment. Before the employment is terminated as a voluntary resignation, the employee shall have the right to appeal to the Board of Commissioners and present facts and evidence concerning the residence determination. The decision of the Board is final and binding upon the parties.
Section 4: Current Employees.

A. All employees of the Road Department shall reside no farther than twenty (20) miles from the nearest border of Ingham County and shall remain so for the duration of their employment with the Road Department. However, any current employees as of December 6, 1990, who reside further than twenty (20) miles from the nearest border of Ingham County on that date shall be excepted from this policy so long as they continue to maintain their current residence.

B. If a current employee who resides farther than twenty (20) miles from the nearest border of Ingham County as of December 6, 1990, moves his/her residence subsequent to December 6, 1990, the failure to establish the new residence no farther than twenty (20) miles from the nearest border of Ingham County shall be considered a violation of the policy and a voluntary resignation from the Road Department's employment. In addition, the move of a residence by an employee farther than twenty (20) miles from the nearest border of Ingham County shall also be considered a voluntary resignation. Before the employment is terminated as a voluntary resignation, the employee shall have the right to appeal to the Board of Commissioners and present facts and evidence concerning the residence determination. The decision of the Board is final and binding upon the parties.

Section 5: Waiver. The Board of Commissioners may waive the residency requirements for employment set forth in the policy by a majority of the Board finding that such waiver would be in the best interest of the Road Department. When waiving the residency requirement, the Road Department shall base its determination upon the following:

1. The nature of the work.
2. The location of the work.
3. The available applicant pool for the position.
4. The recommendations of the chief administrative officer.
5. All other pertinent facts concerning employment.

Such decision of the Board shall be final and binding upon the parties.

Section 6: Duty to Disclose Residence. All employees are obligated to have on file at the Employer's office, their current address and telephone number. All change of residences must be reported within thirty (30) days of the change. The Employer has the right to require production of documentation, such as but not limited to, driver's license, deeds, land contracts and leases to verify residency.
ARTICLE 18 - WAIVER

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter not referred to or not covered in this Agreement.

ARTICLE 19 - DURATION OF AGREEMENT

Section 1: This Agreement shall become effective as of the 1st day of January, 2018, and shall remain in full force and effect until 11:59 P.M., the 31st day of December, 2020. The parties agree to meet and negotiate a new agreement upon the call of either party, but not sooner than one hundred twenty (120) days prior to the end of this Agreement.

Section 2: Re-opener 1: On or after August 1, 2018, either party may choose one issue for a re-opener, to take effect on or after January 1, 2019, by giving notice to the other party no later than December 1, 2018. If the issues for a re-opener are not presented in time, the opportunity for a re-opener shall be waived and the contract will continue in full force and effect.

Re-opener 2: On or after August 1, 2019, either party may choose one issue for a re-opener, to take effect on or after January 1, 2020, by giving notice to the other party no later than December 1, 2019. If the issues for a re-opener are not presented in time the opportunity for a re-opener shall be waived and the contract will continue in full force and effect until December 31, 2020.

Section 3: To the extent required by MCL 423.215(7), an Emergency Manager appointed under the Local Government and School District Fiscal Accountability Act (being MCL 141.1501 et seq.) may reject, modify or terminate provisions of this collective bargaining agreement as provided in the Local Government and School District Fiscal Accountability Act.

By signing this provision, the Union does not waive its right to challenge the legislation or its provisions.
The authorized representatives of the parties hereto have executed this Agreement in Mason, Michigan, the 11th day of September, 2019.

LOCAL #1499, COUNCIL #25
AMERICAN FEDERATION OF
STATE, COUNTY AND
MUNICIPAL EMPLOYEES (AFSCME)
AFL-CIO

TODD HULL, President

SCOTT CORNER, Vice President

ROB BARTLETT, Secretary

WILL COMSTOCK, Chief Steward

DAN HAMILTON, Full Service Staff
MICHIGAN AFSCME COUNCIL 25

INGHAM COUNTY BOARD
OF COMMISSIONERS

BRYAN CRENSHAW, Chairperson

William Conklin, P.E.

WILLIAM CONKLIN, Managing Director
Ingham County Road Department

Approved as to form
for County of Ingham
COHL, STOKER & DOSKEY, P.C.

By: /s/ Mattie D. Nordfeld
Mattie D. Nordfeld, Esq.
APPENDIX A

JOB CLASSIFICATIONS, HOURS
AND RATES OF PAY

Section 1: The following job classifications are hereby established. Each sub-classification shall be considered a classification when referred to elsewhere in the agreement for the purpose of layoff and equalization of overtime.

HIGHWAY WORKER 4

Operators of single and multi-axle trucks, truck tractors, front end loaders of less than two (2) cubic yards, tow pavers, self-propelled gutter broom, self-propelled belt loader, backhoes, articulated boom mower, spray patcher, and maintenance equipment including rotary mowers and other work as may be assigned from time to time.

HIGHWAY WORKER 5

Heavy equipment operators for bulldozers, front end loaders of two (2) cubic yards or more, graders operated for maintenance, vacuum street sweeper and catch basin cleaner, aggregate spreader, 8-12 ton roller, stump cutter and such other work as may be assigned from time to time.

HIGHWAY WORKER 5B

Sign Shop. The fabrication, installation, maintenance and erection of traffic control signs on the county road system, maintaining the computerized sign inventory system, body work and painting of equipment, including the use of a wire feed welder as necessary from time to time for body work. Assist the traffic signal department in the installation and repair of traffic signals, operates trucks and other work as may be assigned from time to time. This position may require certification, at the expense of the Employer, as a Sign Technician by passing a national certification test.

HIGHWAY WORKER 5C

Buildings & Grounds Maintenance. Performs all work for the maintenance of the Ingham County Road Department buildings and grounds, operates single axle trucks and grounds maintenance equipment, maintains and installs plumbing, electrical, carpentry, concrete, heating, ventilation, air conditioning, catch basins, gas pumps, fuel tanks and bridges, and such other work as may be assigned from time to time.
HIGHWAY WORKER 6

Operators of highly specialized heavy equipment such as, but not limited to, power excavators, graders operated for road maintenance and construction purposes, self propelled asphalt paver and such other work as may be assigned from time to time.

HIGHWAY WORKER 7

Mechanics. Performs all required repairs on equipment, shop related duties such as operating wreckers, welding, changing tires or blades, and other work that may be assigned from time to time.

Any employee in a higher class may be required to perform work in a lower class from time to time, which includes overtime.

Section 2: The following hourly rates of pay are hereby established and shall become effective as stated below, based on seniority.

For employees hired before September 19, 2011:

JANUARY 1, 2018 (1% increase above 2017 and a 0% increase with the option for re-openers in year 2 and 3 of the Agreement as set forth in Article 19)

<table>
<thead>
<tr>
<th>CLASSIFICATION</th>
<th>START RATE</th>
<th>ONE YEAR</th>
<th>TWO YEARS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Highway Worker 4</td>
<td>19.009</td>
<td>20.433</td>
<td>21.839</td>
</tr>
<tr>
<td>Highway Worker 5</td>
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<td>20.624</td>
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<tr>
<td>Highway Worker 5 (B)</td>
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<td>20.624</td>
<td>22.104</td>
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<tr>
<td>Highway Worker 5 (C)</td>
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<tr>
<td>Highway Worker 6</td>
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<td>20.773</td>
<td>22.272</td>
</tr>
<tr>
<td>Highway Worker 7</td>
<td>20.699</td>
<td>22.261</td>
<td>23.001</td>
</tr>
</tbody>
</table>

For employees hired on or after September 19, 2011:

JANUARY 1, 2018 (1% increase above 2017 and a 0% increase with the option for re-openers in year 2 and 3 of the Agreement as set forth in Article 19)

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</tbody>
</table>
Highway Worker 5 (C)  19.147   22.104  
Highway Worker 6  19.325   22.272  
Highway Worker 7  20.699   23.001  

Any change in classification, step increase or wage adjustment will be implemented the first full pay period following the effective date of such change.

Section 3: When an employee bumps into, or, through the bidding procedure, is awarded a job for which the rate range is less than the rate range for the job from which he/she bids or bumps, such employee shall receive the hourly rate of pay commensurate with his/her length of employment for the job classification to which he/she bid or bumped.

Section 4: The Employer shall determine whether, where, when, who and how many crew leaders it will utilize at any given time. Crew leaders for the periods during which they satisfactorily perform the required duties, shall receive one dollar ($1.00) per hour in addition to their regular straight time hourly rate. When an employee ceases to function as a crew leader, he/she shall no longer receive the additional compensation heretofore provided.

(a) When crew leaders assume all the duties of the district or shop supervisor in the absence of the district or shop supervisor, crew leaders shall receive two dollars ($2.00) per hour in addition to their regular straight time wage in lieu of the one dollar ($1.00) per hour crew leader premium. It is understood and agreed that this section shall apply only when the crew leader assumes all those duties normally performed by the supervisor (scheduling, etc.), and when a substitute crew leader is not assigned to the affected shop or garage. This section shall be applicable only when the Managing Director assigns a crew leader to that capacity.

Whenever a crew leader assumes the duties of a supervisor, the overtime worked will be charged against him/her for equalization purposes, except reasonable administrative time, defined as two (2) hours per day, and/or when he/she is not directly supervising a crew or other employees.

Section 5: Employees regularly assigned to work a shift beginning after 2:00 P.M. but before 9:00 P.M. shall receive an afternoon shift premium of thirty-five cents (35¢) per hour in addition to their regular hourly rate for all hours they work on said second shift. Employees regularly assigned to work a shift beginning after 9:00 P.M. but before 2:00 A.M., shall receive a night shift premium of seventy-five cents (75¢) per hour in addition to their regular hourly rate for all hours they work on said third shift.
WHEREAS, a collective bargaining agreement had been reached between representatives of Ingham County and Local 1499 of the American Federation of State, County and Municipal Employees AFL-CIO, Council 25 for the period January 1, 2017 through December 31, 2020; and

WHEREAS, the agreement included a wage reopener for 2019; and

WHEREAS, an agreement regarding the 2019 wage reopener has been reached between representatives of Ingham County and Local 1499 of the American Federation of State, County and Municipal Employees AFL-CIO, Council 25; and

WHEREAS, the wage reopener agreement for 1) a 2% wage increase effective the first full pay period on or after January 1, 2019 or the effective date of ratification by both parties, whichever occurs later, and for 2) a Sick Leave Donation Policy has been ratified by the employees within the bargaining unit.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners hereby approves the 2019 wage reopener agreement between Ingham County and Local 1499 of the American Federation of State, County and Municipal Employees AFL-CIO, Council 25.

BE IT FURTHER RESOLVED, that the Human Resources Director is authorized to modify the current collective bargaining agreement to include the modifications of the 2019 wage reopener agreement, subject to the approval as to form by the County Attorney.

BE IT FURTHER RESOLVED, that the Chairperson of the Ingham County Board of Commissioners is hereby authorized to sign any necessary documents after approval as to form by the County Attorney.