AGREEMENT

Between

INGHAM COUNTY

and

INGHAM COUNTY EMPLOYEES' ASSOCIATION

for their

PROFESSIONAL EMPLOYEES

January 1, 2018 through December 31, 2020
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AGREEMENT

THIS AGREEMENT is entered into this ___ day of __________, A.D., 2018, between the COUNTY OF INGHAM, a municipal body corporate of the State of Michigan, and the Ingham County Prosecuting Attorney, Ingham County Clerk, Ingham County Register of Deeds, Ingham County Treasurer, Ingham County Drain Commissioner, and Ingham County Sheriff, hereinafter referred to as the "EMPLOYER", and the INGHAM COUNTY EMPLOYEES ASSOCIATION, hereinafter referred to as the "ASSOCIATION".

THIS AGREEMENT shall remain in force and effect commencing the 1st day of January, 2018, through the 31st day of December, 2020.

PREAMBLE

THIS AGREEMENT, entered into by the parties, has as its purpose, the promotion of harmonious relations between the EMPLOYER and the ASSOCIATION, the establishment of an equitable and peaceful procedure for the resolution of differences and the establishment of rates of pay, hours of work and other specified conditions of employment.

The parties encourage to the fullest degree, friendly and cooperative relations between the respective representatives of all levels.

ARTICLE 1

RECOGNITION

Section 1. Unit Recognition. The EMPLOYER hereby recognizes the ASSOCIATION, pursuant to Case No. R86 H-287 of the Employment Relations Commission, State of Michigan, Department of Labor, in the Unit described below, as the exclusive representative for the purpose of collective bargaining and that pursuant to Sections 11 and 12 of Act 336 of the Public Acts of 1947, as amended, that said ASSOCIATION is the exclusive representative of all of the employees in such unit for the purposes of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment:

A. Unit Description. All employees classified as Professional employees, but excluding Professional employees certified by MERC to be represented by another bargaining agent, and confidential, executive, managerial, and supervisory employees as defined by MERC and identified as such by the EMPLOYER, and covered under the Personnel Manual.
Section 2. Exclusions. All those positions unclassified or classified as stated in this Agreement shall be represented by the ASSOCIATION for the purposes of collective bargaining, provided the above-stated exclusions shall supersede any questions of representation.

Section 3. Other Agreements. The EMPLOYER agrees that during the life of this Agreement it will not enter into any agreement with employees individually or collectively which conflicts with or are contrary to the terms of this Agreement without negotiating with the ASSOCIATION.

ARTICLE 2

NONDISCRIMINATION

Section 1. EMPLOYER'S Pledge. The EMPLOYER, while engaging in hiring, promoting, advancing, or assigning to jobs, or any other term or condition of employment agrees not to discriminate because of race, height, weight, age, color, national origin, religious affiliation, sex, sexual orientation, marital status, membership or activity on behalf of the ASSOCIATION, or participation in the grievance procedure.

Section 2. ASSOCIATION'S Pledge. The ASSOCIATION agrees that, with regard to membership, representation or ASSOCIATION activity, it will not discriminate for any of the reasons set forth above.

Section 3. Gender. References to the feminine gender may refer to the masculine gender or vice versa.

Section 4. Nothing in this Agreement shall be construed to limit the EMPLOYERS' ability to comply with State or Federal civil rights requirements, including compliance with any accommodations requirements under the Michigan Handicappers Act or the Americans With Disabilities Act; and/or any State or Federal judicial or administrative orders directing compliance with an applicable State or Federal civil rights law or regulation.

ARTICLE 3

EMPLOYER RIGHTS

Section 1. Right to Manage. The ASSOCIATION recognizes that the EMPLOYER reserves and retains, solely and exclusively, all rights to manage and operate the EMPLOYER'S affairs.
Section 2. Retention of Rights. All rights, functions, powers and authority which the EMPLOYER has not expressly and specifically abridged, amended, delegated or modified by this Agreement are recognized by the ASSOCIATION as being retained and reserved by the EMPLOYER.

Section 3. Constitutional/Statutory Rights. Neither the Constitution nor the statutory rights, duties and obligations of the EMPLOYER shall in any way whatsoever be abridged unless specifically provided for under the terms of this Agreement.

Section 4. Rules and Regulations. The EMPLOYER shall have, within its discretion, the right to make, amend, supplement or delete rules and regulations. However the ASSOCIATION (Local President, General Counsel and Business Agent) shall receive a copy of any new or modified rule or regulation ten (10) days prior to its effective date, unless conditions warrant necessary and immediate implementation. Said rule shall be transmitted to the Human Resources Office for its review. If there is concern regarding the fairness of the rule or rule change, the ASSOCIATION (Local President, General Counsel and/or Business Agent) may request a special conference between the ASSOCIATION, a representative of the Human Resources Department, and the Department Head, or his/her representative, to discuss the reasonableness of the rule. In no case will the rule change or new rule become subject to the grievance procedure.

Section 5. Notice of Requirement. If the ASSOCIATION does not receive a copy of the new work rule or modification thereof as required above, the same shall not be binding upon the ASSOCIATION, the employee, or the EMPLOYER.

ARTICLE 4

EMPLOYER SECURITY

Section 1. The parties hereto mutually recognize that the services performed by the employees covered by this Agreement are essential to the public health, safety and welfare. The ASSOCIATION agrees that there shall be no interruption of these services, for any cause whatsoever, by the employees it represents, nor shall there be any concerted failure by them to report for duty, nor shall they absent themselves from their work, stop work or abstain in whole or in part from the full, faithful and proper performance of the duties of their employment, or picket on the EMPLOYER'S premises.

The ASSOCIATION further agrees that there shall be no strikes, sit-downs, slowdowns, stay-ins, stoppages of work, or any act that interferes in any manner or to any degree with the services of or to the EMPLOYER.
ARTICLE 5

DEFINITION OF EMPLOYEES

Section 1. Definitions. The terms "employee" and "employees", when used in this Agreement, shall refer to and include only those regular, full-time employees and part-time employees who have completed their probationary period as set forth in this Agreement and who are employed by the EMPLOYER in the collective bargaining unit described hereunder. For purposes of this Agreement, the following definitions shall be applicable:

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

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

1) Vacation, vacation bonus, sick leave, and funeral leave on a prorated basis. Receive six (6) hours of holiday pay regardless of the days or hours the employee works.

2) Cost of living at one-half the rate that full-time employees are eligible to receive.

3) Dental and vision coverage the same as full-time employees are eligible to receive.

4) Overtime compensation, but only if said employees work over forty (40) hours per week.

5) Said employees shall not receive overtime compensation if they work over eight (8) hours in any one given day.

6) Said employees shall also be eligible to receive two-person hospitalization insurance coverage paid by the EMPLOYER.

7) Retirement benefits where eligible on a prorated basis in proportion to their work schedule.
Notwithstanding anything in this Agreement to the contrary, the parties agree that effective January 1, 1983, the EMPLOYER may reduce full-time employees' hours in lieu of layoff. Prior to layoff or reduction of hours, the EMPLOYER will meet with the ASSOCIATION to discuss the layoff or reduction of hours for specific program sub-units within a department(s) and possible alternatives.

The affected employee(s) shall have the option to accept the reduced hours position. If the affected employee(s) declines the reduced hours position, then, under those circumstances the EMPLOYER may fill that position with another person and the affected employee shall be laid off.

Except as stated above, when full-time employees are laid off, there shall be no new additional positions added for three-quarter-time, part-time or special part-time employees in the same classification in the same department as the laid off full-time employee.

C. **Part-Time Employees:** Employees who are regularly scheduled to work less than full-time, but at least half-time (20 hours per week up to and including 29 hours per week) shall be classified as regular, part-time employees. They shall:

1) Be paid for their hours worked at the regular rate of their salary grade.

2) Receive overtime pay on the same basis as three-quarter time employees.

3) Receive vacation, vacation bonus, sick leave, funeral leave and a cost of living allowance at one-half the rate that full-time employees are eligible to receive. Receive four (4) hours of holiday pay regardless of the days or hours the employee works.

4) Receive health insurance at the single subscriber rate.

5) Receive dental and vision coverage the same as full-time employees are eligible to receive.

6) Retirement benefits where eligible on a prorated basis in proportion to their work schedule.

D. **Special Part-Time Employees:** An employee regularly scheduled to work nineteen (19) hours or less per week shall be considered a special part-time employee. Such employees shall be compensated by wages only, and shall not be covered by the provisions of this Agreement.
E. Temporary/Seasonal Employees:

1) An employee who is hired for a period of six (6) months or less to augment the work force will be considered a temporary employee and shall not attain seniority in the bargaining unit and shall be compensated by wages only. Temporary employees shall be scheduled to work 29 hours or less per week.

Should the six (6) month extension be exceeded, the employee shall be eligible for fringe benefits afforded to regular employees after said six (6) months.

2. An employee who is hired for a position for a period of six (6) months or less, and that time period begins each calendar year in approximately the same part of the year, such as summer or winter, will be considered a “seasonal employee” and shall not attain seniority in the bargaining unit and shall be compensated by wages only, and shall not be covered by the provisions of this Agreement. A seasonal employee may be scheduled on a full-time or part-time basis, but must not work in excess of six (6) months per year in a county position.

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

3. Wages for temporary or seasonal employees shall not exceed a rate of ten percent (10%) above the beginning rate for that position. If a temporary or seasonal employee is eventually hired into a posted regular position, the normal hiring procedures will be followed to determine the regular compensation rate.

F. Substitute Employees: An employee who is hired to replace an employee on a leave of absence or on worker's compensation shall be considered a substitute employee and shall not attain seniority in the Unit and shall be compensated by wages only. These employees may be retained for the duration of the regular employee's absence.
Such wages shall not exceed a rate of ten percent (10%) above the beginning salary rate for that position. If a substitute employee is eventually hired into a posted regular position, the normal hiring procedures will be followed to determine the regular compensation rate.

G. Shared-Time Employees:

1. **Definition.** A full-time/shared time position is a position in which two employees share one full-time job.

2. **Creation of a Full-Time/Shared Position.**
   
   (a) The employee in the full-time position may request that the position become a shared position by making the request of his/her supervisor and notifying the appropriate bargaining unit representative.
   
   (b) Approval of the supervisor and the appropriate department head and/or elected official must be obtained before a position can be converted to a shared position.
   
   (c) Final approval for shared positions originates from the Ingham County County Services Committee per Resolution #80-355.
   
   (d) The creation of a full-time/shared position to replace a vacant full-time position must be agreed upon by the bargaining unit involved and the County Services Committee.

3. **Continuation and Review of Full-Time/Shared Positions.**
   
   (a) The supervisor will determine the duration of the shared position based on departmental needs.
   
   (b) A review of the shared positions will be conducted by the County and the appropriate bargaining units at the time of the expiration of the current collective bargaining agreement to determine if it is feasible to create alternative shared positions.

4. **Shared Work Schedule.** The work schedule will be determined by the supervisor for the shared positions in a manner to attempt to accommodate the employees, as well as the needs of the department.
5. **Reversibility.**

(a) The County Services Committee may convert, at its discretion, the previously designated shared position back to a full-time position which would be filled through regular County employment procedures.

(b) In the event that one of the partners in a shared position leaves the position, one of the following options may occur:

1) The remaining employee may continue to share the position and the other half would be filled through regular County employment procedures.

2) Should it be determined by the Administrative Service/Personnel Committee that the position will be converted to full-time, it will be filled through regular County employment procedures.

6. **Limits.** There will be a total limit of ten (10) full-time/shared positions under the ICEA.

7. **Longevity.**

(a) Full-time employees who are placed in shared positions are eligible for a pro rata share of longevity, provided they meet the other longevity requirements as outlined in the collective bargaining agreement.

(b) Payment of longevity to two shared-time employees will not exceed the total amount which otherwise would have been paid to a full-time employee in that position.

8. **Fringe Benefits.** Full-time/shared-time employees shall receive the same fringe benefits as part-time employees except longevity which shall be paid as above based upon the number of hours they work, as stated in Article 5, Section 1(C).

9. **Layoff and Bumping.** In case of a reduction in force, employees in a full-time/shared position will not be eligible to bump an employee in a full-time position, regardless of seniority.

10. **Term.** The Shared-Time Employee Program shall remain in force and effect for the duration of this contract.
Section 2. Contracted Benefits. Notwithstanding the above provisions, no benefits shall be afforded to any employee when the EMPLOYER'S contractual arrangement with a third party for said benefits do not permit coverage of said employees.

ARTICLE 6

CLASSIFICATION PLAN

Section 1. The EMPLOYER has recognized three distinctive groups of jobs based upon similar training and skills required, as well as other qualities providing them with a community of associated interests. This Agreement covers the bargaining unit of most Professional positions, and excludes managerial/supervisory, confidential, technical, office, paraprofessional and service, supervisory jobs and positions which are not of a professional nature.

Professional jobs fall into one of two groups -- the "Technical Professionals" and the "Administrative Professionals". Technical Professionals are those whose jobs require them to spend the majority of their time performing duties which require knowledge of an advance type in a field of science or learnings. Such knowledge is normally obtained by a prolonged course of specialized intellectual instruction and study as distinguished from a general academic education, an apprenticeship, or from training in the performance of routine mental, manual, or physical processes. In addition, Technical Professionals must (a) consistently exercise discretion and independent judgment, and (b) do work that is mainly intellectual and varied as opposed to that which is mechanical or routine. Examples of Technical Professional classifications include: Engineer, Psychologist, and Veterinarian.

Administrative Professionals are those whose jobs require them to spend the majority of their time in responsible, mental work which is directly related to the carrying on of County programs or policies. Such employees must (a) customarily and regularly exercise discretion and independent judgment, and (b) have the authority to make decisions which could have a significant impact on the financial, public, and/or employee relations posture of the County. Examples of Administrative Professional classifications include: Appraiser, Public Health Sanitarian, and Child Welfare Worker.

Section 2. The classification plan for Professional positions shall consist of the classes listed in this Agreement, with new positions included as may be recommended by the County Services Committee and approved by the Board of Commissioners. Future reclassifications for current professional positions shall be through the negotiation process for a successor agreement, unless the parties jointly agree otherwise.

Section 3. In the event that a new classification is proposed, the ASSOCIATION Local President, ASSOCIATION Counsel's Office, Business Agent, and Chief Steward shall be
notified of the recommended salary prior to presentation to the County Services Committee. This notification shall include the criteria used to determine the EMPLOYER's proposed salary.

If the ASSOCIATION does not respond to the notice of the proposed rate within six (6) work days, the rate shall become effective upon approval by the Board of Commissioners. If the ASSOCIATION disagrees with the above within six (6) work days by providing notice in writing, a meeting shall be scheduled within seven (7) work days with the Human Resources Director, the ASSOCIATION Local President, Chief Steward and ASSOCIATION attorney. If there is no resolution at the meeting, and the ASSOCIATION alleges the rate is unreasonable, it may appeal to the County Services Committee and present evidence which the ASSOCIATION believes pertinent. There shall be no appeal from the County Services Committee except if the County Services Committee's decision is changed by the Board of Commissioners, in which event, the ASSOCIATION has the right to seek an arbitrator's decision within ten (10) work days, under the Rules of the American Arbitration Association.

Section 4. Disputes as to whether a new classification should be in or out of the bargaining unit shall be resolved by the Michigan Employment Relations Commission in accordance with its applicable administrative procedure.

Section 5. The parties also recognize that the classification plan may be changed through an EMPLOYER-initiated reorganization or restructuring which results in substantial changes in classification responsibilities. In such situations, the parties agree to bargain over the impact of the substantial changes in classification responsibilities.

ARTICLE 7

SENIORITY

Section 1. Definition of Service/Seniority.

A. Service, for economic and fringe benefit purposes, shall mean the status attained by continuous length of service as an employee within Ingham County, County Court employment. Continuous service is defined as that time actually spent on the active payroll of the EMPLOYER (Ingham County and County Court) plus approved leaves of absence period, unless otherwise provided in this Agreement.

B. Seniority, shall mean the length of time within the employ of Ingham County or the various County Courts.

C. The application of seniority shall be limited as applied to the terms and conditions contained in this Agreement. Employees who are hired on the same date shall be placed on the seniority list as determined by adding up
all of the numbers of the employee's social security number, the highest having the greatest seniority. Each number shall be considered as a single number.

D. It is agreed by and between the parties that all employees within the bargaining unit as of January 23, 1996 shall have service and seniority as though they had been in the ICEA bargaining unit from their original date of hire with the EMPLOYER (Ingham County and County Courts), notwithstanding Section 1(B) above.

E. For the purpose of this Section, "County Courts" shall mean the 55th Judicial District Court, the 30th Judicial Circuit Court/Court of Claims and the Ingham Probate Court.

Section 2. Probationary Period.

A. New employees hired shall be considered probationary employees for the first six (6) months of their employment. Unpaid absences from work in excess of ten (10) work days shall extend the probationary period accordingly. Upon completion of this probationary period, the employee shall acquire seniority dated back six (6) months from the date he/she completed the probationary period. The probationary period may be extended once for not more than ninety (90) calendar days, provided that a written evaluation of the employee's performance is made within the first six (6) months of employment and upon written notice to the ASSOCIATION Local President and the affected employee.

B. The ASSOCIATION shall not represent employees during the probationary period. ASSOCIATION dues or representation fees shall not be paid during an employee's probationary period.

C. Employees disciplined, terminated or laid off during the probationary period shall not have recourse to the grievance procedure. Probationary employees can be terminated from employment with or without cause during the probationary period, except for age, height, weight, religion, physical handicap, sex, marital status, race, color, creed, national origin, political or union affiliation, or sexual preference, as required by law.

D. An employee's probationary period shall end after the employee has worked at least six (6) months in a single position. If a probationary employee transfers to a new position, a new probationary period shall begin and the employee's probationary period shall end after the employee has worked at least six (6) months in the new position. However, dental and vision coverages and any past holiday pay become available to the probationary employee after six (6) months of employment.
Section 3. Seniority List. The EMPLOYER shall prepare and maintain a seniority list which shall list the name, classification, anniversary date, and seniority date of each employee with seniority status. The EMPLOYER shall submit the seniority list to the ASSOCIATION Treasurer and ASSOCIATION Attorney on a quarterly basis.

Section 4. Loss of Seniority/Employment. An employee shall lose his/her seniority and job for any of the following reasons:

A. He/she voluntarily resigns;
B. He/she is discharged for just cause and is not reinstated;
C. He/she retires;
D. He/she is laid off for a period of time greater than his/her seniority or thirty (30) months, whichever is less;
E. He/she is absent from work for three (3) consecutive work days without notification to the EMPLOYER and without acceptable excuse for not notifying the EMPLOYER;
F. He/she fails to return to work upon recall from layoff;
G. He/she fails to return to work after expiration of leave of absence; or
H. He/she makes an intentionally false statement on his/her employment application, or on an application for leave of absence, or on any other employment record or form.

ARTICLE 8

LAYOFF

Section 1. Layoff Definition. In the event that a reduction in personnel and/or positions is necessary, as determined by the Ingham County Board of Commissioners, layoffs will be by classification within a department. The EMPLOYER shall determine which employment status groups (i.e. full-time, part-time, or special part-time) shall be affected by the elimination of a position(s).
Section 2. Consultation/Notice.

A. In the event that the EMPLOYER determines that layoffs are necessary, the EMPLOYER agrees to meet with the ASSOCIATION Local President and representatives prior to effectuating layoffs and discuss alternatives, such as but not limited to, voluntary leave, job sharing, sabbatical leaves, and early retirement to such layoffs, and the effects of the layoffs.

Failure of the ASSOCIATION to provide at least eight (8) work days' notice of its desire to meet for the purpose stated above, shall absolve the EMPLOYER of its requirement to meet. The Human Resources Director shall notify the ASSOCIATION Local President and ASSOCIATION Attorney and/or Business Agent as soon as practicable of final layoffs. However, nothing shall preclude the EMPLOYER from laying off employees.

B. The laid off employee and the Local President, General Counsel and Business Agent shall be given at least ten (10) work days' prior notice of the layoff. Notice will be given to the employee in writing or sent by certified mail to the employee's last known address in the personnel file. This ten (10) work days' prior notice shall not apply to employees being laid off due to being bumped. The layoff notice shall include notice to the employee of persons with less seniority in his/her seniority group.

Section 3. Layoff Procedure. In the event a reduction in personnel is necessary, layoffs will be by job classification and status group within a department. If more than one (1) employee is within the same job classification, any temporary or probationary employees in that job classification shall be laid off first, and then, seniority employees within that job classification, on a reverse seniority basis, provided the remaining employees are capable of performing the work. The seniority employee in that job classification, shall be laid off, however, he/she may exercise his/her bumping rights as provided for hereunder. However, if a vacancy exists in the employee's salary grade in the department which the EMPLOYER intends to fill for which the employee targeted for layoff is qualified, the employee shall be transferred to the vacant position in lieu of layoff. Such employee will retain secondary recall rights to his/her original job classification. A transferred employee to a classification other than that from which they were laid off from, will be on a trial period for two hundred fifty-six (256) work hours. If, within the sole discretion of the elected official or department head, or their designee, the transferred employee cannot and does not satisfactorily perform the duties of said position, he/she shall be given three (3) days' notice of their inability to perform. Said decision shall not and is not subject to any grievance procedure provided for in this Agreement. The employee will then be returned to laid off status.

1 Job Classification: The categories of jobs are set forth in Attachment B.

2 Status Group: Full-time, part-time, or special part-time.
Section 4. CETA and JTPA Employees. CETA and JTPA employees who have been transitioned to regular County-funded positions, shall have their seniority date computed from their date of hire as a CETA employee, provided that the employee does not have a break in service.

Section 5. Use of Accumulated Vacation. In the event of layoff, an employee may use accumulated vacation prior to receipt of unemployment compensation, provided said employee is entitled to the same.

Section 6. Grant-Funded Positions.

A. An employee in a position which is funded in total or in part by State and/or Federal grant may be bumped as provided for hereunder, the same as regular-funded County employees (same department, classification, seniority grouping, etc.), unless the grant and/or regulations do not permit the same.

B. If a partial or total grant-funded position is eliminated, due to termination of the grant or lack of funds in said grant, the grant employee may use his/her seniority to exercise his/her bumping rights, the same as regular-funded County employees, unless the grant and/or regulations promulgated in reference thereto do not permit the same.

Section 7. Transfer of County-Funded Position to Grant-Funded Position. When a regular County-funded employee position transfers to a grant-funded position, seniority, for the purposes of layoff, shall be computed from the date of hire in the regular County-funded position. Seniority time shall be continued while the employee is funded by the grant. However, if the employee could not be bumped by an employee with greater seniority because of the grant qualifications, then the employees shall only have seniority for layoff purposes during the period when he/she was of regular County-funded employment.

Section 8. Seniority Groups.

A. Seniority groups are incorporated by reference into this Agreement pursuant to Attachment A. Any changes that are necessary will be negotiated between the EMPLOYER and the ASSOCIATION.

B. Seniority for purposes of layoff, recall and bumping, shall be as defined in Article 7, Section 1, of this Agreement, except for the first two (2) calendar years in a job classification in this unit. During an employee's first two (2) calendar years within this bargaining unit, the employee's seniority for layoff, recall and bumping purposes shall include only the employee's continuous length of service since their most recent date of employment in the job classification from which they are being laid off.
Section 9. Leaves of Absence. Employees on an approved leave of absence may exercise their seniority, in the event that there has been a layoff during the term of the employee's leave of absence, upon their return.

ARTICLE 9

BUMPING AND RECALL

Section 1. Bumping. After a position has been eliminated, the laid off employee may exercise his/her bumping rights in the same seniority groups within the same department, under the conditions stated below, however, a full-time employee bumping a part-time employee shall be entitled to only those benefits provided to such positions:

A. The bumping employee can bump laterally, but cannot move into a position of a higher salary grade.

B. The bumping employee must have more seniority than the employee in the position who is to be bumped.

C. A bumping employee may bump the least senior employee within his/her seniority group and salary grade, except that a bumping full-time employee may bump the least senior full-time employee in order to maintain his/her full-time hours.

D. If there is no position available in the employee's salary grade, the employee may bump into the least senior position in the nearest lower salary grade within their seniority groups that the employee would be eligible to bump into. However, a bumping full-time employee may bump the least senior full-time employee in order to maintain her/his full-time hours. Such an employee will retain secondary recall rights to her/his original salary grade.

E. When probationary or temporary employees are in more than one regular position at the same salary grade into which a laid off or bumped employee would be eligible to bump, the EMPLOYER will determine the position into which the employee bumps.

F. If the bumping employee does not have the required degrees or certificates to bump the least senior employee within his/her seniority group, he/she may bump the least senior employee within his/her seniority group whose position he/she is qualified to perform.
G. The bumping employee must possess the necessary ability (ability is defined as having sufficiency of knowledge, skill and personal inclination to perform the tasks of the position, these attributes having been attained by previous experience in related work or education) which will qualify the employee to perform the work adequately, with minimal instructions.

H. An employee must inform the EMPLOYER of his/her decision to bump within three (3) working days from the date of the receipt of the layoff notification.

I. The foregoing bumping provisions shall not apply to temporary cases of layoff, not to exceed ten (10) work days.

Section 2. Seniority. Seniority for purposes of layoff, recall and bumping, shall be defined in Article 7, Section 1, of this Agreement, except for the first two (2) calendar years in a job classification in this unit. During an employee's first two (2) calendar years within this bargaining unit, the employee's seniority for layoff, recall and bumping purposes shall include only the employee's continuous length of service since their most recent date of employment in the job classification from which they are being laid off.

Section 3. Pay Level. An employee exercising his/her bumping privileges or recall rights to another classification in their seniority group shall be placed at the same step in the new position as they held in their previous position unless the bump or recall exceeds two (2) grades or more at which time the employee will be placed at the step which does not exceed fifteen (15%) percent decrease from their previous salary.

Section 4. Notice of Layoff Due to Being Bumped. The bumped employee shall have the same bumping rights as the laid off employee, seniority permitting, and must be given at least three (3) work days notification of his/her layoff due to being bumped.

Section 5. Bumping Between Departments Prohibited. Employees shall not be able to bump between departments.

Section 6. Referrals to Other County or Court Positions. The EMPLOYER shall refer a laid off employee for other County or Court position(s) outside of their seniority group and department if the employee meets the minimum qualifications for the position(s) and a vacancy exists in the position(s). This includes the right to make such referrals notwithstanding any limitations in Article 11, Section 3.

Section 7. Recall Procedure to the Same Department and Seniority Group. When openings occur within the same seniority group and in the same department from which employees have been laid off or bumped, such employees will be recalled to the same department and in the same seniority groups at the same salary grade or lower, in the order of their seniority.
Failure to accept recall to a lower salary grade within the same seniority group shall constitute a waiver to recall and voluntary resignation. A recalled employee who accepts a position in a lower salary grade shall have secondary recall rights to his/her former position for a period of time equal to his/her seniority or thirty (30) months, whichever is less.

A recalled employee to a classification other than that from which they were laid off from, will be on a trial period for two hundred fifty-six (256) work hours. If, within the sole discretion of the elected official or department head, or their designee, the recalled employee cannot and does not satisfactorily perform the duties of said position, he/she shall be given three (3) days' notice of their inability to perform. Said decision shall not and is not subject to any grievance procedure provided for in this Agreement. The employee will then be returned to laid off status.

Section 8. Recall Procedure to Another Department. When a new or open position occurs in a seniority group in a department in a job classification from which no employees have been laid off, employees with seniority in the bargaining unit in the same job classification on layoff from a different department, shall be recalled in order of their seniority for said new or open position, provided:

A. He/she has completed his/her probationary period; and

B. He/she has the appropriate training and skills to perform the duties of said position; and

C. The new or open position is within the same job classification as the laid off employee.

Notwithstanding anything in this Agreement to the contrary, the recalled employee will be on a trial period of ninety (90) days. In the event that the recalled employee cannot and does not satisfactorily perform the duties of said position, he/she shall return to a laid off status upon three (3) days prior notice. Said decision shall not and is not subject to any grievance procedure provided in this Agreement.

Section 9. Notice of Recall. Notice of recall shall be sent to the employees at their last known address by Registered or Certified mail. A copy of the notice shall simultaneously be sent to the ICEA Business Agent and Local President. If an employee fails to provide the EMPLOYER written notice of his/her intent to return to Court or County employment within five (5) working days or fails to report for work within ten (10) working days from receipt of the notice of recall, he/she shall be considered to have resigned from his/her employment.

An employee that fails to report to work within fifteen (15) working days of when the notice was sent shall be considered to have resigned from his/her employment.

Employees on layoff shall notify the Human Resources Department of their current address within seventy-two (72) hours of layoff and immediately subsequent thereto of any
change of address in order to afford the Human Resources Department the ability to notify said employee of recall. Failure to do so by the employee shall constitute a waiver by the employee of the employee's right to recall. The EMPLOYER will also send notice of the recall to the ASSOCIATION attorney by first class mail.

Section 10. Seniority. Employees on layoff retain seniority accrued and continue to accumulate seniority at the time of layoff for a period equal to the employee's seniority not to exceed thirty (30) calendar months from the effective date of the layoff. After that period, seniority is lost. Continuous service shall not be interrupted by a leave of absence granted pursuant to the provisions of this Agreement. A layoff shall not interrupt accumulation of seniority.

ARTICLE 10

HOURS OF WORK

Section 1. Work Schedule. Those employees who work on shifts shall be subject to a work schedule. A schedule will be posted once every twenty-eight (28) days indicating the normal workday of every member of the department. Said schedule shall be posted at least five (5) days prior to its effective date.

Section 2. Jury Duty. The EMPLOYER shall pay an employee called for jury duty his/her regular straight time rate he/she would earn if working, less an amount equal to the payment received for jury service. 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. In order to receive payment, an employee must give the EMPLOYER at least two (2) days' prior notice that he/she has been summoned for jury duty, shall furnish satisfactory evidence that he/she reported for or performed jury duty on the day(s) for which he/she claims such payment, and must furnish a copy of the payments received from such jury duty.

Section 3. Work Breaks.

A. Each employee may take one 15-minute work break for each four (4) hour block of work scheduled. A supervisor may require an employee to take their break(s) at specific times.

B. (1) Each full-time employee shall receive a one hour but no less than a thirty (30) minute unpaid lunch break to fall around the mid-point of the workday unless another arrangement is agreed upon by the employee and supervisor.
(2) An employee who works less than an eight (8) hour workday is not entitled to an unpaid lunch break unless another arrangement is agreed upon by the employee and supervisor.

(3) The Employer or the employee may request the employee forego one-half (1/2) hour of the employee’s lunch break for special circumstances. If the employee is not able to leave work one-half (1/2) hour early at the end of that workday then the employee must take the time off on the next workday or make some other arrangement with their supervisor.

C. Work breaks do not accumulate if not taken.

Section 4. General Elections. On each and every state designated election day, when there is an election in the employee’s district, where the employee is registered to vote, that employee shall be allowed one (1) hour off from his/her normal duties for the purpose of casting his/her vote in said election. The decision as to which hour an employee shall be entitled to take off for the above-stated exemption shall be made by the department head or the immediate supervisor if the department head is not available. Necessary travel time may be added to the approved time off for voting if the employee is prevented by his/her supervisor from voting either at the start or end of the shift on that particular day.

Section 5. Court Time. When an off duty employee is required to spend two (2) hours or less in court, he/she shall receive the court paid witness fee; when an off duty employee is required to spend more than two (2) and up to four (4) hours in court, he/she shall receive the difference between the witness fee and $15.00. When an off duty employee is required to spend more than four (4) hours in court, he/she shall receive the difference between the witness fee and $27.50. Such time spent in court shall include time excused for lunch if the employee is required to return to court. Mileage that may be paid by the court will be considered separate payment and will not be included in the $15.00 or $27.50 total payment specified above. However, said employee shall not be paid mileage by the EMPLOYER. Said payment shall be made only when an employee is required to attend court for a work related incident. When an employee is on vacation and is called into court under this Section, said employee shall not lose vacation time for time spent in court.

Section 6. Call Back. Employees covered hereby who are called back to work preceding their normal shift or after the end thereof shall receive two (2) hours minimum payment at the rate of time and one-half their regular rate of pay for call back. However, this section only applies when an employee has left the premises of the EMPLOYER and is subsequently called back to work.

Section 7. Overtime. Positions of employment covered by this Agreement are professional and sometimes require some incidental uncompensated overtime. Work performed in preparation for subsequent activities, beyond forty (40) hours per week, shall not be compensated for, such as, but not limited to, preparation of the next day's activities.
Specific overtime is that time worked beyond forty (40) compensated hours in seven (7) consecutive days that is authorized in advance by the department head to be worked. An employee shall be compensated within ninety (90) days for specific overtime worked at the rate of time and one-half, be it in money or in time off as agreed between the employee and the department head. However, if the budgetary circumstances or the department require, the employee shall have to take time off. Complete records of overtime shall be reported each payroll period to the Payroll Department. Any compensatory hours accumulated beyond eighty (80) hours shall be paid off monetarily subsequent to December 31 of each year.

Section 8. On Call. When an employee is directed to be on call by his/her department head or supervisor and said employee is required to leave their home to conduct County business, this time shall be considered as time worked. The same shall be entered upon the time card of said employee and shall be compensated for as stated in Section 6 (Call Back) of this Article.

An employee on call for a two (2) day weekend will be entitled to eight (8) hours of comp time at straight time, to be taken by the employee with the approval of the department head.

An employee on call for a three (3) or more day weekend will be entitled to sixteen (16) hours of comp time at straight time, to be taken by the employee with the approval of the department head.

The above-stated time shall only be given if the employee is compensated for more than forty (40) hours in said week.

Section 9. Change in Work Schedule. The Employer may, if it so desires, institute flex time within departments or a four (4) day, ten (10) hour day work week. The Employer agrees to call a special conference with the Association prior to instituting a four (4) day, ten (10) hour week.

The Employer may allow an employee to flex his/her hours within a pay period. If the employee cannot flex within the pay period the hours worked are agreed between the parties to be banked as comp time at 1 x to be used in the next consecutive pay period as straight time.

ARTICLE 11

JOB OPENING AND TEMPORARY ASSIGNMENT

Section 1. Job Openings. In the event of a newly created position or an opening in a vacated position, employees in the bargaining unit shall have an opportunity to apply by adhering to the normal Employer's procedure. Applications will be kept on file for a period of six (6) months and will be considered for additional openings within that period at the applicant's written request. Qualified bargaining unit members will be given consideration for the openings consistent with Section 3A (2) of this Article, as well as other qualified applicants.
Section 2. Temporary Assignment. An employee who is temporarily assigned to perform a majority of his/her duties and responsibilities in a position of a higher salary grade for more than three (3) consecutive work days shall be paid at the lower rate in the higher grade which is at least five percent (5%) above his/her regular rate. An employee so assigned shall advance within that grade on the same basis as other employees within that grade.

An employee may be temporarily assigned to the work of any position in the same or lower salary grade and shall not suffer any loss of pay during the period of the temporary assignment.

Section 3. Career Ladder Promotions.

A. The following are the only career ladder promotion groups. Career ladder promotions shall be within a department only.

Sanitarian III
Sanitarian II
Sanitarian I

1) For the above-listed career ladder groups, a position opening above the entry level will be posted according to the regular County procedures.

2) Seniority employees in the herein stated career ladder grouping shall be referred for promotional openings if it is determined that they possess the ability to perform the work, training, experience, physical and technical qualifications and personality and compatibility necessary to perform the duties and functions of the desired position. Such determination shall be made within the discretion of the EMPLOYER.

Notwithstanding the above, the EMPLOYER reserves the right to determine how many persons will be referred at any one time, which normally will be a maximum of five (5).

3) If less than three (3) qualified seniority employees within the career ladder group apply and are eligible for referral, then the most qualified applicants who are not within the career ladder group may also be referred with the qualified seniority employees. In the event that a department has less than three (3) qualified seniority employees in the lower classification in the career ladder group, then, under such circumstances, the number three (3) shall be considered two (2).
B. The EMPLOYER reserves the right to refer applicants for an open position in order to comply with present or future equal employment opportunity requirements.

C. The decision to fill the position will be at the discretion of the department head.

Section 4. Any employee who is promoted to a higher paying position within the bargaining unit shall have a thirty (30) day trial period. During that thirty (30) days, the EMPLOYER, within its discretion, can demote the person to his/her former position after meeting and consulting with the employee. That decision shall not be grievable. The employee, also within that thirty (30) days, may opt to revert back to his/her former position after meeting and consulting with their Supervisor.

Section 5. Sanitarians.

1. Employees within the Sanitarian I classification and at the PRO06 level within the Ingham County Health Department shall be reclassified to the Sanitarian II, PRO08 level, effective the first full payroll period after they meet all the following criteria:

   A. The employee becomes a registered sanitarian within the State of Michigan or registered as an Environmental Health Specialist from the National Environmental Health Association or other professionally recognized registration that is equivalent, which registration is verified to the Health Officer's satisfaction.

   B. The employee has completed a minimum of one (1) year of employment as a Sanitarian I with the Ingham County Health Department.

   C. The Health Officer receives and approves the written recommendation from the Director of the Bureau of Environmental Health verifying that the employee is performing at the level of practice consistent with the Sanitarian II status.

2. All Sanitarian II classification positions that currently exist, or may hereinafter be created pursuant to this contract, shall revert to the Sanitarian I status when a Sanitarian II vacates such position.

3. It is understood that these reclassifications shall be applicable to shared-time positions in those cases in which all employees sharing such position meet the criteria set forth in paragraph 1 above, and if all such persons meet such criteria, the reclassification shall be effective the first full payroll period after the criteria is last met by any of the shared-time employees in that position.
4. A reclassified employee, shall be compensated at the new salary grade as provided in Article 28, Section 1, F.

5. In accordance with this Section, it is expressly understood and agreed that the decisions to reclassify employees shall not be subject to any grievance procedure contained in this Collective Bargaining Agreement.

6. Eligible Sanitarian I's shall be reclassified effective the first full payroll period after the Health Officer has verified the criteria in paragraph 1 above has been met.

ARTICLE 12

GRIEVANCE PROCEDURE

Section 1. Statement of Purpose. The parties intend that the grievance procedure shall serve as a means for the peaceful settlement of disputes as they arise.

The parties seek to secure, at the earliest level possible, equitable solutions to complaints or grievances of employees or groups of employees. Both parties agree that proceedings under this ARTICLE shall be kept as informal and confidential as may be appropriate.

Section 2. Definitions. "Grievance" shall mean a complaint by an employee or a group of employees based upon an event, condition or circumstance under which an employee works, allegedly caused by a violation, misinterpretation or discriminatory application of any provision of this Agreement. Any grievance filed shall refer to the specific contract provision or provisions alleged to have been violated, and it shall adequately set forth the facts pertaining to the alleged violation. It is the intent of this Section that the employee or employees filing a grievance would apprise the EMPLOYER of the facts of the grievance. All grievances shall be commenced within eight (8) days after the grievance has become known, or should reasonably have been known, by the employee. Any claims not conforming to the provisions of this definition shall be automatically defined as not constituting a valid grievance.

Section 3. 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 said eight (8) day period, requesting that the grievance be adjusted. The supervisor will meet with the employee to discuss the grievance and will attempt to respond to said grievance within three (3) days of said meeting, but in no event more than six (6) 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 three (3) days of receipt of the answer in Step 1, submit the grievance in writing to the department head. The department head shall submit an answer in writing within three (3) days. The employee may furnish a copy of the grievance to the ASSOCIATION. A copy of the answer shall be furnished to the ASSOCIATION departmental representative, provided that if Section 4 is utilized, this sentence shall not apply. In the event the employee does not have a supervisor, then the employee shall adhere to the requirements contained in Step 1, and Step 2 shall not be utilized.

**STEP 3:** If the answer of the department head received in Step 2 is not satisfactory to the employee, the ASSOCIATION departmental representative, within three (3) days thereafter, shall submit notice of appeal to the Human Resources Department Director.

**STEP 3A:** The Human Resources Director, department head, affected employee, and ASSOCIATION representative shall 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 five (5) work days following the meeting. If this answer is not satisfactory to the employee or department head, it shall be submitted within five (5) work days after receipt of the answer to Step 4.

**STEP 4A:** Procedure for all Contract Interpretation and Economic Matters for Prosecuting Attorney, Register of Deeds, County Clerk, Treasurer, Drain Commissioner, Sheriff, and Board of Commissioner Employees, and Disciplinary Matters for Board of Commissioner Employees. The County Services Committee shall meet to discuss the grievance at the next regularly scheduled committee meeting, provided that said grievance is received by the Human Resources Director in writing at least five (5) work days prior to the next meeting. The County Human Resources Director shall notify the ASSOCIATION and the aggrieved employee in writing at least four (4) days prior to the meeting. At this meeting, the County Services Committee will review the facts as they relate to the interpretation and application of this Agreement. The County Services Committee shall reply with its decision, in writing, no later than three (3) days following said meeting.

**STEP 4B:** Procedure for Disciplinary or Discharge Matters Only for the Following Elected Officials: Prosecuting Attorney, Register of Deeds, County Clerk, Treasurer, Drain Commissioner, and Sheriff. A committee to hear disciplinary or discharge matters for the elected officials employees noted above shall consist of the Chair of the Board of Commissioners, a commissioner selected by the affected elected official, and a commissioner who is agreed to by the affected elected official and the Chair of the Board of Commissioners. This committee will review the facts involved in the grievance.

This committee will render its decision within five (5) work days after the meeting.

**STEP 5:** Arbitration.
1. **Appeal to the Arbitrator.** Any grievance which is not resolved at Step 4 of the grievance procedure may be submitted to arbitration, if the case is the type on which an arbitrator is empowered to rule. Arbitration shall be invoked by written notice to the EMPLOYER or the ASSOCIATION provided said written notice is submitted within fifteen (15) days after receipt of the answer in Step 4.

2. **Selection of the Arbitrator.** If a timely request for arbitration is filed by the ASSOCIATION, the parties to this Agreement shall select, by mutual agreement, one (1) arbitrator who shall decide the matter. The EMPLOYER and the ASSOCIATION agree to use the following arbitrators on a rotating basis with arbitrator "A" being selected first.

   A. Barry Brown  
   B. Robert McCormick  
   C. Robert Proctor  
   D. Patrick McDonald  
   E. Thomas Gravelle

   If the arbitrator up for selection is not available, the next arbitrator will be used. If none of the listed arbitrators are available, the EMPLOYER and the ASSOCIATION will attempt to agree on an impartial arbitrator. In the event the EMPLOYER and the ASSOCIATION are unable to agree on an impartial arbitrator, the arbitrator will be selected from a list of arbitrators submitted by the American Arbitration Association consistent with such Association's normal procedures. All arbitration proceedings will be conducted in accordance with the rules and procedures of the American Arbitration Association.

   For grievances involving discharge, layoff, or other issues mutually agreed upon, an arbitrator shall be deemed unavailable under this section if the arbitrator cannot schedule a hearing within sixty (60) days upon being notified; and as to all other issues, when the arbitrator cannot schedule a hearing within one hundred eighty (180) days from notification. These limitations may be waived by written mutual agreement of the parties.

3. **Powers of the Arbitrator.** The arbitrator shall be empowered to investigate, hear and decide a grievance as heretofore defined in Article 12, Section 2, subject to the limitations stated below. The arbitrator shall have full discretion to uphold, rescind or modify disciplinary measures imposed by the EMPLOYER. The arbitrator shall have no power to:

   A. Add to, subtract from or otherwise modify any of the provisions of this agreement;  
   B. Establish or modify any salary rate or plan.
In the event a case is appealed to an arbitrator and he/she finds that he/she has no power to rule on the case, the matter shall be referred back to the parties without decision or recommendation. At the arbitration hearing, each party shall have the option of presenting witnesses and documents and such witnesses may be cross-examined by the arbitrator or party opposing. At least 72 hours prior to the hearing, copies of documents and names of witnesses which will be submitted by the parties must be given to the opposing party.

4. **Arbitrator’s Decision.** There shall be no appeal from an arbitrator's decision, if made in accordance with his/her jurisdiction and authority under this Agreement. It shall be final and binding on the ASSOCIATION, on all bargaining unit employees and on the EMPLOYER.

5. **Fees and Expenses.** The fees and expenses of the Arbitrator shall be split equally between the parties. All other expenses related to the arbitration process, including any expenses incurred by calling witnesses, shall be borne by the party incurring such expense.

**Section 4. Time Limits.**

A. For the purpose of the grievance procedure, a "day" shall mean any day Monday through Friday, and shall not include the day in which a grievance is presented or appealed by the ASSOCIATION or EMPLOYER or is answered by the EMPLOYER or any recognized holidays.

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 ASSOCIATION representative or employee presenting it; any answer given by the EMPLOYER to the ASSOCIATION representative or employee shall be dated and signed by the EMPLOYER.

D. Any grievance not answered within the time limits by the EMPLOYER shall advance to the next Step.

E. Any grievance not appealed by the employee or ASSOCIATION 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 President of the ASSOCIATION.

**Section 5. Expedited Grievances.** Grievances may be filed at Step 3A in cases involving loss of pay.
Section 6. Witnesses. The EMPLOYER agrees to provide reasonable release time for employees from their regular work hours to serve as witnesses at a grievance hearing, provided the EMPLOYER receives a written request for the release of time at least one (1) week prior to the hearing.

ARTICLE 13

ELECTION OF REMEDIES

Section 1. When remedies are available for any complaint and/or grievance of an employee through any administrative or statutory scheme or procedure for 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 ASSOCIATION and affected employee shall not process the complaint through any grievance procedure provided for in this contract. It is specifically recognized by the parties that Section 1 encompasses and shall apply to Veteran's Preference Hearings, Michigan Department of Civil Rights Complaints, Michigan case and/or statutory remedies, or Court actions litigating the same issues.

Section 2. If an employee elects to use the grievance procedure provided for under this contract and subsequently elects to pursue the issue(s) in another forum, then the grievance shall be deemed to have been withdrawn and the grievance procedure provided for hereunder shall not be applicable and any relief granted shall be forfeited.

Section 3. This Article shall not be interpreted to prohibit an employee from availing themselves of remedies provided under the Michigan Worker's Compensation Act or bringing a charge with the Equal Employment Opportunity Commission while pursuing a grievance.

ARTICLE 14

DISCIPLINE

Section 1. Purpose. Discipline will be of a corrective nature, except nothing shall prevent the EMPLOYER from taking immediate and appropriate disciplinary action should it be required by the circumstances.

Employees shall be notified that they are under investigation for potential discipline within fifteen (15) work days from the time the incident/issue first becomes known to the Employer, and discipline shall be imposed within four (4) weeks from the time the incident/issue
first becomes known to the Employer or the discipline will not be binding upon the Union or the employee, excepting, however, (1) if there is a criminal investigation and the Prosecutor and/or police agency determines that notice to the employee(s) would be detrimental to the investigation; and/or (2) if a witness, party or supervisor is unavailable (e.g., vacation, FMLA, workman’s compensation, etc) during the investigation, the time to respond shall be extended by the same duration that the person(s) is unavailable. If the Employer needs an extension, a request will be made in writing to the Union official that has represented the employee including a valid reason and the time limit will be extended for up to an additional four (4) weeks. The time limits will also be extended for the time subject employee is off work on paid or unpaid leave during the investigation time period. The time limits shall be waived if the incident/issue involves a criminal investigation, and the criminal matter remains unresolved.

Section 2. Application. Disciplinary action will be taken for just cause. In the event the disciplinary action results in loss of pay or discharge, or a written notice of discipline is inserted in the employee's personnel file, the employee will be informed of his/her right to be represented by his/her steward immediately prior to the disciplinary action being imposed. In the event of disciplinary action taken, the EMPLOYER shall provide a written summary statement of the reasons why said action is being imposed.

Section 3. The EMPLOYER shall not use an employee's prior record which is more than two (2) years old in imposing discipline or discharge. The 2-year limitation shall be from the time the infraction occurred to when discipline or discharge is actually imposed.

In the event an employee completes two (2) years of service without a disciplinary action, letters of warning and/or suspension over two (2) years old shall be permanently removed from his/her personnel file upon the written request of the employee.

Section 4. Drug Testing. The Employer, at its cost, may require an employee submit to drug and/or alcohol testing if the Employer has probable cause the employee is under the influence of alcohol or an illegal drug during work hours which may be affecting the employee's performance. "Probable cause" must be based on objective facts, including, but not limited to: (1) observation by the Employer that the employee is exhibiting irregular behavior, slurred speech, uncoordinated movement, or impaired judgment; or (2) detection by the Employer of the odor of alcoholic beverage or other indicia of the influence of alcohol and/or illegal drugs; or (3) detection by the Employer of the odor of illegal drugs or use of illegal drugs. The Employer shall support the Association and any employee who tests positive for alcohol or illegal drugs to assist the employee in their recovery efforts through an EAP or other means. The foregoing obligation to support shall not diminish the Employer's right and responsibility to discipline for conduct resulting from the use of alcohol or illegal drugs.

Section 5. Disclosure of Criminal Record.

A. All employees shall fully disclose to their Department Head all past and future felony convictions. All employees shall fully disclose all work related misdemeanor convictions which occur after the ratification of this
Agreement to their Department Head. The employee’s mistaken
conclusion regarding relatedness is not a defense to a failure to report.
The Employer shall treat criminal records and reporting in a confidential
manner with the exception that information which will be used to make
employment related decision shall be filed in the employee’s personnel
file consistent with the Bullard-Plawecki Employee Right to Know Act.
The Employer may conduct a criminal history search periodically on all
employees at any time for any reason.

B. Any employees that work directly with minors or who will have access to
minor’s records that are convicted of a felony or misdemeanor, including
expressly any law relating to drugs or other controlled substances, or are
charged with a felony, or are placed on the Central Registry as a
perpetrator, shall notify in writing their Department Head immediately,
and in all cases, no later than five (5) days after such conviction, charge,
or placement on the Central Registry. An employee must disclose to the
Department Head any conviction resulting from such pending charges as
described in this Section. However, as required by Federal regulation,
employees working with minors must disclose any arrests or charges
related to child sexual abuse, child abuse, or child neglect and the
disposition of such arrest or charges, and may also be required to certify
that no case of a child abuse or neglect has been substantiated against
them. In every case, employees in positions that work directly with minor
or who will have access to minor’s records, shall undergo the background
checks, and if they have not resided or lived in Michigan for each of the
previous ten (10) years, they must also sign a waiver attesting to the fact
that they have not been convicted of a felony or identified as a perpetrator.

Section 6. County Vehicles/Transporting Program Participants. All persons
operating County vehicles or transporting program participants in the course of their employment
with the Employer shall at all times operate their motor vehicle in a safe and prudent manner in
strict accordance with the laws of the State of Michigan. No employee shall operate a County
vehicle or transport program participants unless they have the appropriate driver’s license from
the State of Michigan and, should such driver’s license be restricted, suspended or revoked at any
time, it shall be the employee’s obligation to immediately notify their supervisor of the same.
The Employer reserves the right to verify such employee’s driving records and driver’s license
status.

Section 7. The Employer agrees to provide all newly hired supervisory and managerial
employees with training on corrective and progressive disciplinary procedure(s), just cause and
the role of the union in administering the collective bargaining agreement.
ARTICLE 15

ASSOCIATION RIGHTS

Section 1. Bulletin Boards. Upon request, the EMPLOYER shall provide space within each department represented by the ASSOCIATION for a bulletin board to be used by the ASSOCIATION for posting ASSOCIATION business only. The ASSOCIATION shall not use the bulletin board for statements which are prejudicial or defamatory to any elected County official, administrative staff or management personnel.

Section 2. Stewards. Employees in each of the following departments shall be represented by a steward. The steward shall be a regular full-time employee who has been employed for at least one (1) year. Said stewards shall represent the employees covered by this Agreement.

<table>
<thead>
<tr>
<th>Department</th>
<th>Stewards</th>
</tr>
</thead>
<tbody>
<tr>
<td>Controller's Office</td>
<td>1 Steward</td>
</tr>
<tr>
<td>Cooperative Extension/County Clerk</td>
<td>1 Steward</td>
</tr>
<tr>
<td>Drain Commission</td>
<td>1 Steward</td>
</tr>
<tr>
<td>Equalization</td>
<td>1 Steward</td>
</tr>
<tr>
<td>Health Department</td>
<td>2 Stewards</td>
</tr>
<tr>
<td>Prosecuting Attorney</td>
<td>1 Steward</td>
</tr>
<tr>
<td>Sheriff's Department</td>
<td>1 Steward</td>
</tr>
<tr>
<td>Treasurer's Office</td>
<td>1 Steward</td>
</tr>
<tr>
<td>Veteran's Affairs</td>
<td>1 Steward</td>
</tr>
</tbody>
</table>

A. The ASSOCIATION may also designate an alternate steward(s) for each steward(s) listed above in each department. An alternate shall function only in the absence of the steward.

B. Reasonable arrangements will be made to allow stewards time off with pay, with prior permission of their supervisor, during their regular working hours for the purpose of investigating grievances and to attend grievance meetings. Stewards shall have access to office premises for the purpose of investigating and adjusting any complaints and grievances by arranging with the respective division heads to visit such premises during regular working hours, but in no event shall the steward interfere with the maintenance of discipline or the regular work being carried on in the
division. The office premises may be used for grievances interviews. Stewards shall investigate and present the grievances to the division heads through the grievance procedure. In the event the steward is absent, an alternate steward may perform his/her functions, provided they have conformed with the above requirements in notifying the division head, giving him/her reasonable time to adjust for their absences during such periods while they are investigating or processing grievance procedures.

C. Party in Interest. In the event an ICEA Steward is a party in interest to any grievance, he/she shall disqualify himself/herself as a Steward in that instance and allow another ICEA representative, to represent him/her through the grievance procedure.

Section 3. Notice of Representatives. The ASSOCIATION shall furnish the EMPLOYER with a current written roster listing the names of its officers, ASSOCIATION Executive Board, stewards and alternates. Such representatives shall not be recognized under the terms of this Agreement until such written notice is received by the EMPLOYER. When changes are made of ASSOCIATION Officers, ASSOCIATION Executive Board members, stewards or alternates, the ASSOCIATION shall, within ten (10) days thereof, notify the EMPLOYER of said changes in writing.

Section 4. Personnel File. At the employee’s request, the following data from their personnel file will be made available for their review:

A. Employment application;
B. Personnel Action Request forms;
C. Letters communicating disciplinary action;
D. Completed performance evaluation forms.

Such requests shall be made in advance so as not to interfere with the conduct of business in the Human Resources Office and in the employee’s department.

Section 5. Special Meetings.

A. Purposes and Procedures. The EMPLOYER and the ASSOCIATION agree to meet and confer on (1) matters of clarification of the terms of this Agreement and (2) matters of concern by the Association regarding surveillance, upon the written request of either party. The written request shall be made in advance and shall include an agenda stating the nature of the matters to be discussed and the reason(s) for requesting the meeting. Discussion shall be limited to matters set forth in the agenda. It is agreed that these special meetings shall not be for the purpose of conducting
continuing collective bargaining negotiations, nor to in any way modify, alter, change or detract from the provisions of this Agreement. Special meetings shall be held within ten (10) calendar days of the receipt of the written request and shall be held between 8:00 a.m. and 5:00 p.m. at a time and place which is mutually agreeable to both parties. Each party shall be represented by not more than four (4) persons at such special meetings. The ASSOCIATION representatives may meet at a place designated by the EMPLOYER on the EMPLOYER's property for a period not to exceed one-half (1/2) hour immediately preceding a special meeting.

B. Meeting Place. Meetings of the ASSOCIATION may be held at the EMPLOYER's facilities with prior approval of the Human Resources Director, provided the desired space is available. The ASSOCIATION shall not meet during work hours except as specifically provided under the terms of this Agreement.

Section 6. Bargaining Committee. The EMPLOYER hereby recognizes a bargaining committee composed of three (3) persons, who have been regular full-time employees for at least one (1) year. The ASSOCIATION may additionally have non-employee representative(s) as a part of the Committee. The bargaining committee's sole function shall be to meet with the EMPLOYER representatives for the purpose of negotiating a new Agreement. Negotiating sessions which are held during working hours shall not result in a loss of pay for the bargaining committee members. It is understood that the ASSOCIATION and the EMPLOYER may bring in additional personnel to address certain areas of concern and/or expertise during the collective bargaining process, if it is mutually agreed upon.

Section 7. Executive Board Time Off. Executive Board members of the ASSOCIATION may have a total of eleven (11) hours per month, not to accumulate, to attend meetings regarding specific grievances of employees covered by this contract, or to confer with the ASSOCIATION's legal counsel and to conduct other necessary union business without loss of pay. Necessary union business only covers those employees covered under the ICEA Professional, ICEA Assistant Prosecutors, and ICEA PHN/CHN. Contracts or any other unit where the ICEA represents the employees where the Ingham County Board of Commissioners is the EMPLOYER or co-EMPLOYER. Notwithstanding the above, no individual Executive Board member shall be permitted to use more than eight (8) hours per month for the above-stated purposes, which time shall be deducted from the eleven (11) hours total. Prior approval of the Department Head, or his/her designated representative, is required before taking such time off.

Excluded from the above-stated hours shall be no more than one (1) hour per week for attendance at orientation of new hires by only one (1) designated ASSOCIATION representative.

The ASSOCIATION Executive Board shall consist of the President, Vice-President, Secretary, Treasurer, and Chief Steward. Newly selected Executive Board members shall not be
allowed to use the hours provided in this section until ten (10) days' advance written notice of said selection is provided to the Human Resources Director and department head.

Under unusual circumstances, the Executive Board member's department head, or his/her designated representative, may grant additional time off. The denial of additional time off by a department head, or his/her designated representative, shall not be subject to the grievance procedure.

The Executive Board members shall devote their best efforts to the administration of this Agreement and to improve the labor relations between the parties.

Section 8. Correspondence. A copy of all business correspondence from the ICEA Attorney, or from his/her office, addressed to any County department head, elected official or manager, shall be sent to the County Attorney and Human Resources Director. The EMPLOYER agrees to send to the ICEA Attorney and Business Agent the County Services Committee Agenda and non-confidential materials in the packet, and the Finance Committee Agenda and minutes only on a regular basis. In addition, the EMPLOYER agrees to send the complete packet from the Board of Commissioners. In addition, the EMPLOYER agrees to provide to the ASSOCIATION, quarterly, the names and addresses of all employees represented by the ASSOCIATION.

ARTICLE 16

ASSOCIATION SECURITY AND CHECKOFF

A. The EMPLOYER will not discriminate against any employee because the employee voluntarily chooses to be a member of the ASSOCIATION or to otherwise financially support the ASSOCIATION nor will the EMPLOYER discriminate against any employee who voluntarily chooses not to be a member of, or not to financially support, the ASSOCIATION.

B. Upon completion of thirty (30) days of employment, membership in the ASSOCIATION or compliance with payment of representation fees shall be completely voluntary. If an employee voluntarily elects to submit a check off authorization deduction form, the EMPLOYER agrees to deduct ASSOCIATION dues or ASSOCIATION service fees to become effective the second payday of the month.

C. Open Shop. The EMPLOYER agrees to deduct dues or fees from the salary of each individual employee in the bargaining unit who voluntarily becomes a member of the ASSOCIATION or who voluntarily authorizes the payment of representation fees, the ASSOCIATION's dues, subject to all of the following conditions:
1) The ASSOCIATION shall obtain from those employees who voluntarily agree to become members or voluntarily agree to remit representation fees from each of its members a completed authorization form which shall conform to the respective state and federal law(s) concerning that subject, or any interpretation(s) thereof.

2. All Check-off authorization forms shall be filed with the EMPLOYER's Human Resources Director, who may return any incomplete or incorrectly completed form to the ASSOCIATION's Treasurer, and no check-off shall be made until such deficiency is corrected.

3. 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 due to cover such obligation. This check-off authorization shall be irrevocable unless written notice of its withdrawal is given by the employee to the EMPLOYER and the ASSOCIATION. 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 refund to the employee if he/she has duplicated a check-off deduction by direct payment to the ASSOCIATION.

4. The EMPLOYER's remittance shall be deemed correct if the ASSOCIATION does not give written notice to the Human Resources Director within two (2) calendar weeks after remittance is transmitted of its belief, with reason(s) stated therefore, that the remittance is incorrect.

5. The ASSOCIATION shall provide at least thirty (30) days written notice to the Human Resources Director of the amount of ASSOCIATION dues and/or service fees and/or initiation fee to be deducted from the wages of employees in accordance with this Article. Any changes in the amounts determined will also be provided to the Human Resources Director at least thirty (30) days prior to its implementation. New check-off authorization forms shall be submitted to the EMPLOYER in the event that an increase in the Union dues or service fee is made.

6. The ASSOCIATION agrees to defend, indemnify and save the EMPLOYER harmless against any and all claims, suits, or other forms of liability arising out of its deduction from an employee's pay of ASSOCIATION dues, service fees and/or initiation fee, or in reliance upon any list, notice, certification or authorization furnished under this Article. The ASSOCIATION assumes full responsibility for the disposition of the deductions so made once they have been sent to the ASSOCIATION.

7. The parties agree that should the Right to Work legislation be overturned through the courts or modified by the State of Michigan, the parties agree to meet and bargain over amendment of this section of the Collective Bargaining Agreement.
ARTICLE 17

HEALTH, DENTAL AND VISION INSURANCE

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.

Section 1.

A. Health Insurance

Effective January 1, 2018, the Employer will offer the following health insurance programs for eligible full-time employees and legal dependents.

Option 1: PHP Plus High Option Plan: L0000280 - Class 1030

Option 2: PHP Standard Option Plan: L0000280 - Class 1010

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

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

Drug Plan: Prescription drug co-pays for 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 participant will be $1,200.00 per year. Coverage for mail order will also be provided, and a 90-day supply of any properly prescribed drug will only be available through mail order. Mail order Generic co-pays will be $10.00. Mail order Preferred 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. There are specific medications and medication classes that are subject to prior authorization.
requirements, prior notification requirements, daily and period quantity limits by CVS/Caremark. Appeals and override processes may be available for unusual or unique situations.

**Option 3: PHP Base Plan: L0000280 - Class 1J00**

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

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

**B. Premiums**

Effective January 1, 2018, the Employer agrees to pay the full premium for eligible full-time employees for hospitalization coverage outlined in Section B above, up to the following amounts:

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

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

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 as soon as they are available.

**Section 2.** There shall be an open enrollment period prior to the effective implementation date, in order to allow employees to elect an option.
Section 3. An employee shall become covered 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 amounts specified in Section 1 above. Payroll deductions will be made for any additional coverage the employee chooses to select.

Section 4. The EMPLOYER reserves the right to substitute another carrier, provided the fundamental provisions of the above coverage will not be changed.

Section 5. Part-time employees shall receive medical coverage as stated in Article 5, Section l(B) and l(C).

Section 6. Waiver. 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, based on the applicable coverage, shall be as follows:

<table>
<thead>
<tr>
<th>Coverage</th>
<th>Amount</th>
<th>Effective Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Full Family</td>
<td>$244.77 if participating prior to 1/1/2007</td>
<td></td>
</tr>
<tr>
<td>2-Person</td>
<td>$217.86 if participating prior to 1/1/2007</td>
<td></td>
</tr>
<tr>
<td>Single</td>
<td>$128.65 if participating prior to 1/1/2007</td>
<td></td>
</tr>
<tr>
<td>New enrollment on or after 1/1/2007</td>
<td>$128.65</td>
<td></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.

Section 7. Employees may pay group rates for hospitalization/medical/dental coverage for the maximum period required by applicable Federal law.

Section 8. Dual Coverage. In the event two married individuals 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 under Section 6 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.
coverage. For employees participating in the waiver plan prior to January 1, 2007, the spouse receiving the waiver payment will receive $128.65 per month as taxable compensation. For newly formed couples either through marriage or new employment on or about January 1, 2007, there will be no eligibility for health waiver payments.

Section 9. The EMPLOYER and the ASSOCIATION agree to negotiate on the addition of alternate health plans should the EMPLOYER so request of the ASSOCIATION or vice versa. 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 ASSOCIATION and the EMPLOYER agree to negotiate those measures so identified in good faith.

Section 10. Health Care Cost Containment Committee. The EMPLOYER and the ASSOCIATION recognize the rapidly escalating health care costs, including the cost of medically unnecessary services and inappropriate treatment, have a detrimental impact on the health benefit program. The parties hereby establish a joint committee for the purpose of investigating health care cost containment issues which shall continue during the term of this Agreement, including medical, dental and optical insurance; health insurance waivers; and health flexible benefit programs, health savings account plans, and similar programs. The Committee shall be subject to the following provisions:

A. The Committee shall be comprised of representatives from the EMPLOYER and each bargaining unit.

B. This bargaining unit shall be granted release time for sending up to three (3) representatives to the Committee, and two (2) of the Association representatives shall be granted time off with pay as is reasonably necessary to meet. The ASSOCIATION representatives shall be granted time off with pay as is reasonably necessary to complete the foregoing (including travel time).

C. The Committee shall meet at the mutually agreed upon times agreed to by the EMPLOYER and the bargaining unit Committee representatives.

D. Any tentatively agreed healthcare plan changes by the Committee will be presented to the Employer and each bargaining unit for ratification pursuant to each party's normal ratification procedures.

Section 11. Other Qualified Adult Insurance. Unless prohibited by law, certain individuals who satisfy the requirements of Resolution #08-042 will be provided health insurance (along with vision and dental coverage if available under the terms of the policies and any differential in cost to be paid by the employee) pursuant to the benefit eligibility requirements of the County, health care providers and IRS regulations.
Section 12. It is the intent of the parties to this Agreement to implement the recommendations of the Ingham County Health Care Coalition for the 2018 health care options as approved by the Ingham County Board of Commissioners in Resolution # 17-404, including maintenance of the HRA plan, the comprehensive healthcare management program, and the use of the previous year’s savings from the self-insured portion of the plan as a one-time reduction in the 2018 employee premium cost share. It is the intent of the parties to this Agreement to implement the recommendations of the Ingham County Health Care Coalition for the 2015 health care options as approved by the Ingham County Board of Commissioners in Resolution # 14-436, including implementation of a HRA plan, implementation of a comprehensive healthcare management program, and the dedication of 50% of any net savings in health care costs to reducing employee premium cost share beginning in 2016, being applied to all employee groups that agree to implement the comprehensive healthcare management program.

Section 13. Dental Insurance.

A. The County shall provide dental insurance for full-time and part-time employees and their dependents as follows:

<table>
<thead>
<tr>
<th>Benefits</th>
<th>Employee or Insurance Pays</th>
<th>Patient Pays</th>
</tr>
</thead>
<tbody>
<tr>
<td>Class I Benefits</td>
<td>100%</td>
<td>-0-</td>
</tr>
<tr>
<td>Cleaning</td>
<td></td>
<td></td>
</tr>
<tr>
<td>X-Ray</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6 Month checkups</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Radiographs</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Basic Restoration</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Periodontics</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Endodontics</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Basic filings</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Crowns</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Class II Benefits</td>
<td>75%</td>
<td>25%</td>
</tr>
<tr>
<td>Major Restorative</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Oral Surgery</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bridges</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Payment under this provision is limited to One Thousand Dollars ($1000) maximum per person, per contract year for Class I and Class II Benefits. Coverage shall be effective at the beginning of the seventh (7th) full month of continuous service after a new employee's date of hire.

B. Probationary, special part-time and temporary employees are not eligible for coverage.

C. Dental insurance coverage shall commence the first of the month after completion of the probationary period.
Section 14. Vision Insurance. Unit members will be afforded the same vision insurance plan as managerial and confidential employees, being Vision Service Plan A.

ARTICLE 18

LIFE INSURANCE

Section 1. The EMPLOYER shall provide life insurance coverage in the amount of Forty Thousand Dollars ($40,000.00), including double indemnity for accidental death, for full-time employees only.

A. Benefits are reduced at the age of 65 years on a graduated basis.

Section 2. Part-time, shared-time and three-quarter time employees shall not be eligible for life insurance coverage.

Section 3. Such life insurance coverage shall be effective the first day of the month after the person has been employed five (5) months, and the premiums shall be paid by the EMPLOYER. The EMPLOYER may provide in its discretion a shorter waiting period.

Section 4. As soon as practicable, employees shall have the option to purchase at their expense additional life insurance coverage in amounts and for the cost as allowable and determined by the carrier. The total cost of such optional coverage shall be paid for by the employees through payroll deduction. The above is contingent upon the carrier accepting and approving any such additional coverage and complying with County requirements.

ARTICLE 19

HOLIDAYS

The following holidays are recognized by the EMPLOYER:

New Year’s Eve Day  Labor Day
New Year’s Day  Martin Luther King Day
Presidents’ Day  Veterans’ Day
Good Friday  Thanksgiving Day
Memorial Day  Friday following Thanksgiving Day
Independence Day  Christmas Eve Day

Christmas Day
Section 1. Employees who are not required to work on the above recognized holidays shall be paid for the holidays.

Section 2. Except for employees regularly scheduled to work on a shift basis, when a holiday listed above falls on a Saturday, the preceding Friday shall be observed as the legal holiday; and when the legal holiday falls on Sunday, the following Monday shall be observed as the legal holiday.

Section 3. When a holiday falls within an employee’s vacation period and the employee is absent from work because of vacation, the employee will receive compensation for that day as a holiday, and the day will not be considered as a vacation day.

Section 4. Employees who are required to work on one of the days designated above as a holiday shall be paid at two (2) times their regular straight time hourly rate for the hours actually worked not to exceed eight (8) hours. Such rate shall be in lieu of and not in addition to holiday pay for holidays not worked, except that when the employee works less than eight (8) hours on a holiday and is otherwise eligible for holiday pay, he/she shall receive the balance of the holiday pay entitlement for hours not worked. Any hours worked on a holiday exceeding eight (8) hours, shall be paid at straight time wages.

Section 5. To be eligible for holiday pay, an employee must be compensated the last scheduled day before and the first scheduled day after the holiday (plus the holiday, if scheduled) unless the absence has been previously approved by his/her department head and must be a non-probationary employee.

Section 6. Employees shall be entitled to the preceding day off with pay, whenever Christmas falls on Tuesday, Wednesday, Thursday or Friday. Whenever New Year’s Day falls on Tuesday, Wednesday, Thursday or Friday, employees shall be entitled to the preceding day off with pay. Those who are required to work shall be paid in accordance with Section 4 above.

Section 7. Martin Luther King Day shall be observed as a County holiday on the same day it is observed by the State and federal government.

Section 8. A employee who is not regularly scheduled to work on a County holiday and who is called in by his/her supervisor (not to include replacing another employee who was scheduled to work and is absent for any reason) will be paid time and one-half (1 ½) for hours worked on that holiday. The above payment is not applicable if the called in employee is replacing another employee who was scheduled to work that holiday and is absent for any reason.

Section 9. Flex Schedule. An employee working a flex schedule shall be paid holiday pay based on 8 hours of compensated time using one of the following options during the workweek of the holiday: (1) the employee shall work 8 hour workdays, or (2) the employee may work or use 2 hours of any accrued time to equal a 10 hour day, or (3) another arrangement agreed upon by the employee and supervisor.
ARTICLE 20

VACATION

Section 1. Schedule. Employees hired before January 1, 2013, shall earn vacation credits for each payroll period of eighty (80) compensated hours and pro-rata increments thereof according to the following schedule:

<table>
<thead>
<tr>
<th>Continuous Service</th>
<th>Hours Earned Each Payroll Period Worked</th>
</tr>
</thead>
<tbody>
<tr>
<td>One Year</td>
<td>3.384 hours (88)</td>
</tr>
<tr>
<td>Two Years</td>
<td>3.693 hours (96)</td>
</tr>
<tr>
<td>Three Years</td>
<td>4.000 hours (104)</td>
</tr>
<tr>
<td>Four through Eight Years</td>
<td>4.923 hours (128)</td>
</tr>
<tr>
<td>Nine Years</td>
<td>5.231 hours (136)</td>
</tr>
<tr>
<td>Ten through Fourteen Years</td>
<td>5.846 hours (152)</td>
</tr>
<tr>
<td>Fifteen through Nineteen Years</td>
<td>6.492 hours (168)</td>
</tr>
<tr>
<td>Twenty Years and Over Of Uninterrupted Employment</td>
<td>6.769 hours (176)</td>
</tr>
</tbody>
</table>

Employees hired on or after January 1, 2013, shall earn vacation credits according to the following schedule:

<table>
<thead>
<tr>
<th>Continuous Service</th>
<th>Hours Earned Each Payroll Period Worked</th>
</tr>
</thead>
<tbody>
<tr>
<td>One Year</td>
<td>2.769 hours (72)</td>
</tr>
<tr>
<td>Two Years</td>
<td>3.076 hours (80)</td>
</tr>
<tr>
<td>Three Years</td>
<td>3.384 hours (88)</td>
</tr>
<tr>
<td>Four through Eight Years</td>
<td>4.307 hours (112)</td>
</tr>
<tr>
<td>Nine Years</td>
<td>4.615 hours (120)</td>
</tr>
<tr>
<td>Ten through Fourteen Years</td>
<td>5.230 hours (136)</td>
</tr>
<tr>
<td>Fifteen through Nineteen Years</td>
<td>5.846 hours (152)</td>
</tr>
<tr>
<td>Twenty Years and Over Of Uninterrupted Employment</td>
<td>6.769 hours (176)</td>
</tr>
</tbody>
</table>
Section 2. Use. Vacation hours may not be used until the employee has completed six (6) months of continuous service with the EMPLOYER.

Section 3. Maximum Accumulation. Vacation hours not used may only be accumulated to a maximum of three hundred eighty (380) hours.

Section 4. Absence. Absence on account of sickness, illness, or disability in excess of that hereinafter authorized for such purposes, may, at the request of the employee, be charged against vacation allowance.

Section 5. Schedule of Vacations. The EMPLOYER shall keep a record of vacation credit, and each department head shall schedule vacation leaves to accord with operating requirements and, insofar as possible, with the written request of the employee.

Section 6. Records. Records of employee vacation eligibility and vacation hours used shall be available to the employee.

Section 7. Payment of Unused Vacation Hours. Unused vacation hours earned in accordance with provisions of this Article will be paid to a maximum of three hundred (300) hours to employees who have completed their probationary period, upon retirement or upon resignation, provided two (2) weeks' prior written notice from the employee is given to the EMPLOYER. Vacation hours will not be paid in cases of discharge from employment.

Section 8. Vacation Bonus Days. Effective in December of each calendar year during the term of this Agreement, each full-time employee will be credited with twenty-eight (28) hours of vacation bonus to be used during the following calendar year. Any portion of the vacation bonus hours not taken during the calendar year will be lost. This vacation bonus will not accumulate nor will it be paid upon termination. Vacation bonus shall be given on a pro-rata basis. Employees who do not remain for twelve (12) months of any year shall have any vacation bonus paid, deducted from their last paycheck pro-rata, based upon the total number of months worked. However, the proration will not apply when an employee retires and immediately receives pension benefits.

Section 9. Three-Quarter and Part-Time Employees. Part-time employees shall earn vacation and vacation bonus (Section 8) at one-half (1/2) the rate of full-time employees. However, part-time employees who are regularly scheduled to work and do work between thirty (30) and thirty-nine (39) hours per week shall receive vacation at three-fourths (3/4) the rate of full-time employees.
ARTICLE 21

LEAVES OF ABSENCE

Section 1. Sick Leave. Each employee hired prior to January 1, 2013, shall earn sick leave credit based on the ratio of 4.5 hours for each payroll period of 80 compensated hours and pro-rata increments thereof. Employees hired on or after January 1, 2013 shall earn sick leave credit based on the ratio of 3.69 hours for each fully compensated payroll period. All employees reaching a 10 year anniversary step shall earn sick leave credit based on the ratio of 4.5 hours for each fully compensated payroll period (per current contract).

Section 2. Maximum Accumulation. Sick leave credit shall accrue to a maximum of 1,920 hours.

Section 3. Purpose. Sick leave credit may be used for absence due to personal illness, personal injury or exposure to contagious disease, doctor or dentist appointments.

Section 4. Notice. An employee taking sick leave shall inform his/her immediate supervisor of the fact and the reason therefore before the start of the employee’s work day or in accordance with Department Guidelines/Policy.

Section 5. Minimum Increments. Sick leave credit shall be utilized in minimum increments of not less than one-half (1/2) hour.

Section 6. Family Illness.

A. A cumulative maximum of 40 hours of sick leave credit per contract year may be used for the illness of a spouse, minor dependent child or step-child, parent of the employee, step-parent, and other qualified adults as defined at Article 17, Section 11. Medical verification may be required by the EMPLOYER. This time shall be counted for FMLA leave in the event it qualifies.

B. Employees may use accumulated sick time for approved leave of absences under the Family Medical Leave when it is necessary, as medically certified, to care for seriously ill family members as defined under FMLA. There shall be no donation of sick time for care of family members.

Section 7. Proof of Illness. An employee may be required to provide proof of illness in the form of a physician letter or other means of proof when proof is justified by a pattern, frequency or length of illness or other circumstances giving rise to reasonable suspicion. In the event this occurs, the EMPLOYER may implement Section 12.
Section 8. Payment for Sick Leave. All payment for sick leave shall be made at the employee’s base rate of pay.

Section 9. Transfer of Sick Leave. An employee who transfers within the County and/or Court, from one bargaining unit to another, or out of a unit, shall use the accrued and unused sick leave credit subject to the terms and conditions of the successor contract, or the EMPLOYER’s personnel practices, whichever are applicable.

Section 10. Cash-Out Upon Separation. Upon separation from employment, an employee hired before January 1, 2013, shall be paid for accrued and unused sick leave credit at his/her base rate of compensation at the time of separation, on the following basis:

1. Death: 50% of maximum 1,280 hours to a maximum of 640 hours upon death of the employee to the designated beneficiary.

2. Retirement: 50% of a maximum 1,280 hours to a maximum of 640 hours upon retirement of the employee.

3. No payment upon separation of employment for any reason other than retirement or death.

Employees hired on or after January 1, 2013, shall receive payout for death or retirement at the rate of 25% of accrued hours up to a max accrual of 1,280 hours.

Section 11. Annual Cash-Out Option. Upon execution of a written option, an eligible employee shall be paid for one-half (1/2) of the balance of the sick leave credit earned but unused during the twelve (12) month period at the base rate of compensation in place during June of the contract year, to a maximum of forty (40) hours. The twelve (12) month period shall begin with the second payroll period of May and run through the 1st payroll period of the following May of each succeeding year. The remainder of the employee’s sick leave balance shall accumulate as set forth in Section 2 of this Article. The payment request shall be submitted on the designated form no later than May 15 of the contract year and payment therefore shall be received no later than June 15 of that year. In the first year of the transition from December pay date to the June pay date, the employees will be offered the opportunity to cash-out one-half (1/2) of the balance of sick leave credit earned but unused during the six (6) month period between second pay period of November 2017 and the first pay period in May 2018 for payment by June 15, 2018. Upon notice of retirement during the first year of the transition, the employee may receive (cash-out) an additional 20 hours of existing sick leave balance at straight time.

Section 12. Medical Dispute. The Human Resources Department may require a physical or mental exam by a doctor at the EMPLOYER’s expense, to determine the employee’s ability to perform his/her regular duties, if deemed appropriate. Forty-eight (48) hours prior to a requested mental exam, the President of the ASSOCIATION and the ASSOCIATION’s General Counsel shall be notified. The employee may obtain a second opinion at the employee’s expense, and in the event that there is a dispute between the EMPLOYER’s doctor and the
employee’s doctor, both of these doctors shall select a third doctor, whose decision shall be final and binding on the parties. The expense for the third doctor’s opinion shall be split 50/50 by the EMPLOYER and the employee to the extent it is not covered by the employee’s insurance.

**Section 13. Compassionate (Funeral) Leave.** If a death occurs among a member of an employee’s immediate family, the employee will be excused from work up to a maximum of five (5) work days, three (3) of which will be with pay and, if necessary, two (2) additional work days to be charged against earned sick leave. Immediate family is defined as: spouse, other qualified adults as defined at Article 17, Section 11, children, parents, father-in-law, mother-in-law, step-parent, step-child, brother, sister, step-sister, step-brother, and grandchildren.

One (1) work day, the day of the funeral, is allowed in the case of the death of an uncle, aunt, nephew, or niece, and two (2) work days for brother-in-law, sister-in-law, daughter-in-law, son-in-law, grandfather, or grandmother, to be charged against earned sick leave. Upon approval of the department head, one (1) additional work day may be granted, to be charged against sick leave. Any additional time must be charged against annual leave.

**Section 14. Special Leaves.**

A. 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.

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. With or without pay 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. Without pay for urgent personal business requiring the employee’s attention for an extended period, such as settling estates or liquidating a business.

3. Without pay for purposes other than the above that 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 purposes of attending extended courses of training at a recognized university or college, and for other purposes that are deemed beneficial to the EMPLOYER.

D. The EMPLOYER shall abide by the mandatory provisions of federal and state laws regarding re-employment rights of veterans and to granting leaves of absence in accordance therewith.

E. Any time approved in excess of three (3) months, seniority will not accrue.

Section 15. ASSOCIATION Notice. The ASSOCIATION shall receive a copy of all approved leaves of absence.

Section 16. Sick Time Donation. The County Services Committee of the Board of Commissioners may allow sick time donations within its discretion. Any decision by the County Services Committee shall not be grievable.

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

1. The maximum time an employee may donate shall be forty (40) hours to no more than three (3) persons in one (1) calendar year.

2. The list of donating employees will be arranged in alphabetical order of “a” to “z” and “z” to “a” on an alternating basis for each separate donation.

3. During the period in which the employee is receiving sick leave donations, he/she will not continue to receive sick and/or vacation accumulations.

4. To be eligible to receive sick leave donations, an employee must use all his/her accumulated vacation, comp time, sick time, and personal leave.

5. Notwithstanding the above, no employee shall be permitted to donate any accumulated sick time unless they have ten (10) or more days accumulated.

This Sick Leave Donation Policy may be terminated by the County Services Committee, in its discretion, after the expiration of this contract.

Section 17. Employees shall be eligible for maternity/paternity leave as mandated by applicable federal and/or state law.
ARTICLE 22

DISABILITY PLAN

Section 1. The EMPLOYER will provide a short-term disability plan as follows for regular, non-probationary, full-time employees: The EMPLOYER may in its discretion provide a policy effective at the date of hire.

A. Upon proper medical determination of disability due to a non-work related illness or injury, the EMPLOYER will provide fifty (50%) percent of the employee’s gross salary to a maximum of Two Thousand Five Hundred Dollars ($2,500.00) per month for a maximum of twenty-four (24) months.

B. The disability payments shall not commence until the completion of twelve (12) calendar weeks elimination period after sustaining a non-work related illness or injury.

C. The regular full-time employee may use sick time accumulations during the ninety (90) calendar day elimination period and also may use vacation and compensatory time accumulations. If the employee’s total accumulations exceed ninety (90) calendar days, the short-term disability payments shall commence on the ninety-first (91st) day, at the option of the employee, with the remaining accumulations to stay on record.

Section 2. Seniority shall accrue while an employee is being paid disability payments, but all other benefits such as, but not limited to, health insurance, sick leave, life insurance, holidays, dental insurance, vacation accumulation, and longevity, shall cease. However, employees on disability may pay group rates for hospitalization/medical coverage for the greater of the maximum period required by applicable Federal law or one hundred four (104) weeks.

Section 3. Disability is defined as the complete inability of an employee to engage in each and every gainful occupation or employment covered in the bargaining unit for which he/she is qualified or may reasonably become qualified by reason of his/her training, education or experience; provided that the salary in that position is not less than the disability benefits.

Section 4. To be eligible for short-term disability benefits, the employee must submit the disability claim to the insurance carrier within the time limits and under the procedure established by the carrier. The Employer shall give notice to the employee of the required time limits within the ninety (90) day elimination period and before said eligibility expires if it is made aware of the qualifying disability.
ARTICLE 23

LONGEVITY PLAN

Section 1. All regular full-time employees, having completed four (4) years of continuous, regular, compensated employment prior to December 1, shall be eligible to receive a longevity bonus for service with the EMPLOYER. A year is defined as December 1 through the following November 30. Payments to employees who become eligible to receive a longevity bonus prior to December 1 of any year, shall be paid the first regular work day of December. The following will not affect eligibility during the initial four (4) year eligibility period only: ten (10) days or less of authorized unpaid leave and/or thirty (30) days or less of unpaid sick leave, including workers' compensation, each year.

Employees must have completed continuous full-time employment equal to that required for original eligibility, as stated above, plus one (1) additional year of continuous, regular, EMPLOYER compensated full-time employment to be eligible for each additional annual payment.

After the four (4) year eligibility period, employees whose employment terminates before December 1 because of service or disability retirement shall be paid a prorated bonus when they retire, based on the number of calendar months of full-time active employment credited to them from the preceding December 1st to the date of cessation of their active employment. All other employees whose employment terminates for other reasons prior to December 1 shall not be eligible to receive a longevity bonus.

After the four (4) year eligibility period, as stated above, employees on an authorized unpaid leave of absence, as permitted under this contract, during the twelve (12) month eligibility period for a longevity bonus other than their initial longevity bonus, shall receive a prorated payment based on the number of complete months he/she received full EMPLOYER compensation (excludes workers' compensation), provided that the employee is eligible and receives a longevity payment the following year. Under such circumstances, the employee shall receive a retroactive pro-rata payment at the rate it was earned. The above limitation shall not be applicable to authorized leaves of absence which do not exceed in total thirty (30) days in a year. For example, if an employee is granted a fifteen (15) day leave one month and a fifteen (15) day authorized leave another month, and is otherwise eligible, he/she shall not lose any longevity payment. Employees on unpaid leave of absence due to illness during the 12-month eligibility period for a longevity bonus, other than their initial longevity bonus, shall receive a prorated payment based on the number of complete months he/she received full EMPLOYER compensation.

Section 2. The longevity bonus payment schedule shall be as follows:
<table>
<thead>
<tr>
<th>Continuous Employment</th>
<th>Annual Bonus</th>
</tr>
</thead>
<tbody>
<tr>
<td>4 or more, but less than 8 years</td>
<td>3% of Annual Wage</td>
</tr>
<tr>
<td>8 or more, but less than 12 years</td>
<td>5% of Annual Wage</td>
</tr>
<tr>
<td>12 or more, but less than 16 years</td>
<td>7% of Annual Wage</td>
</tr>
<tr>
<td>16 or more years</td>
<td>9% of Annual Wage</td>
</tr>
</tbody>
</table>

Employees hired on or after December 31, 2012, shall continue to not be eligible for longevity payments. For employees hired before December 31, 2012, and received the frozen 2011 longevity payments under the prior agreement shall move to the 2012 level in 2015, and employees shall thereafter begin moving up the contractual longevity scale from their 2012 level, with one (1) year of additional service year granted for each service year after 2014.

**Section 3.** The longevity bonus shall be computed as a percentage of the employee’s annual base salary or wage. Base salary or wage shall be that which an employee is being paid on October 1 of the fiscal year in which a longevity bonus is due, and shall not include overtime pay, premium pay, uniform allowance, per diem, or travel allowance, or any other compensation, including worker’s compensation. No longevity payment as above scheduled shall be made for that portion of an employee’s base salary which is in excess of Eighteen Thousand Dollars ($18,000.00). Effective January 1, 2006, the amount shall be increased to Twenty Thousand Dollars ($20,000.00).

**Section 4.** By November 1 of each year, each department head shall furnish the Human Resources Office with a list of employees who are eligible to receive a longevity payment. The department head shall indicate the amount of the longevity bonus due such employee. The Human Resources Office shall review each list to assure that dates of continuous employment correspond with the employment records and that the proposed payments are consistent with the collective bargaining agreements; make any revisions necessary; inform the department head; and provide one (1) list of approved longevity payments to the Controller. The Controller shall authorize payment pursuant to County procedure.

**Section 5.** 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.

**Section 6.** It is expressly understood and agreed that worker’s compensation is not considered paid time or "compensation" for the purposes of this article.

**Section 7.** 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 year eligibility period for longevity. However, the year in which the interruption occurred will not be counted in arriving at the required four years of service.

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

**ARTICLE 24**

**RETIREMENT**

**Section 1.** Employees are covered by the Municipal Employees’ Retirement System (MERS). The Employers agree to provide for Employees hired prior to January 1, 2013 a MERS defined benefit plan with the B-4 – 80% Max; V-10; F55 (15); FAC-5; E-2 and with a 13.42% employee member contribution. The EMPLOYER shall abide by all the terms and conditions of that program with the Municipal Employees Retirement System.

For employees hired on or after January 1, 2013, 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 Employees payroll, and the Employer will match the Employee’s contribution up to 1% 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. Full-time employees hired before adoption of the Plan may convert to the Hybrid Plan at their option in accordance with the terms of the Plan, pursuant to MERS requirements, and MERS Uniform Hybrid Program Resolution as adopted by the County Board of Commissioners.

**Section 2.**

A. For employees who retire after January 1, 2013, once the retiree becomes Medicare eligible age, he/she must apply for Medicare. Coverage may be supplemented with the Medicare Supplement Plan implemented as part of the Health Care Cost Containment Committee process. The Employer may change the Medicare Supplement Plan as part of the Health Care Cost
Containment Committee process. And with prior written notice to the retiree.

B. Employees hired on or after January 1, 2013, shall receive retiree health insurance as follows:

After 10 years of service 50% of the Employer’s contribution for active employee single coverage.

After 15 years of service 75% of the Employer’s contribution for active employee single coverage.

After 20 years of service 100% of the Employer’s contribution for active employee single coverage.

The Employer’s contribution shall be capped at the above percentage amount of the existing contribution for current employees for single health care coverage. Employees shall not be eligible until they reach 60 years of age.

C. Employees who have retired since January 1, 1971, and are immediately eligible for retirement benefits as provided in the above plan, shall be provided single subscriber health and hospitalization coverage supplementing Medicare.

D. Employees who retire after January 1, 1992, who have met the vesting requirements with Ingham County service only, and are immediately eligible for retirement benefits shall be provided single subscriber health and hospitalization coverage. Retirees shall receive the same health coverage options as active employees, if available, with a benchmark as set forth in Article 17, including the increase in the benchmark as set forth in Article 17. Increases in premium costs which exceed the benchmark will be shared 50/50 by the EMPLOYER and the retiree on a monthly basis. Retirees can pay for their spouse’s coverage under the conditions established by the County. If the PPO or other coverage is no longer available, the retiree must select from what is available and pay the difference in cost, if any. The benchmark shall remain the same as it is for active employees. Any cost over that benchmark shall be paid for by the retiree. Retirees eligible for retiree health and hospitalization coverage may also enroll at the retirees’ cost in dental and vision coverages offered to active employees, provided they enroll for such coverages upon retirement. Retirees that enroll in dental and vision coverage and subsequently drop coverages, may not re-enroll.
E. In the event a retiree wishes to cover his or her spouse he/she may do so by prepaying the County the difference between the applicable two-person rate and the appropriate benchmark amount.

F. A retiree who chooses an option of less than the benchmark may apply the difference between the premium for that coverage, if less, and the maximum single subscriber amount paid under Article 17 for retirees, if any, to the coverage for his/her spouse.

Section 3. Notwithstanding any contrary provision contained in this Article, the obligation of the EMPLOYER to pay for and provide retiree health insurance shall cease in the event that comparable health insurance is available to the retiree through another EMPLOYER or source, such as his/her spouse's EMPLOYER. Further, there shall be a requirement to coordinate with other available health insurances, Medicare, Medicaid, Federal insurance or any other health insurance which may be available in part or in total to the retired employee. All questions of eligibility shall be determined by the regulations and rules established by the carrier providing such coverage.

Retirees losing medical coverage from another source shall notify the County Insurance Coordinator in time so that retiree can be re-enrolled the first of the month following their loss of alternate coverage.

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 County shall be reduced by an amount equal to federal benefits pertaining at that time and shall be supplemented to such coverage. In the event the name of any of the Federal coverages/benefits referred to herein shall be changed, this section shall be deemed to apply to any and all similar or replacement programs subsequently designated.

Section 4. Employees who have met the vesting requirements with Ingham County service only, retire during the period of this Agreement, or who have retired since January 1, 1971, and are immediately eligible for retirement benefits as provided in the above plan, shall be provided with Two Thousand Dollars ($2,000.00) life insurance coverage, payable to their beneficiary at the time of their death, and the total cost of this coverage shall be borne by the EMPLOYER.

Section 5. The EMPLOYER shall pay the employee’s portion of the retirement costs, except as stated in Sections one (1) and nine (9).

Section 6.

A. Retirement contributions on behalf of CETA participants will only be made when such contributions bear a reasonable relationship to the cost of providing benefits to participants. A contribution on behalf of a participant bears a reasonable relationship to the cost of providing benefits
when the participant has an opportunity to actually benefit from such contribution. A participant has an opportunity to benefit when such participant:

1) Obtains unsubsidized employment with the County; or

2) Obtains unsubsidized employment with another employer provided benefits are transferrable or portable; or

3) Obtains vesting.

Any retirement benefits paid or not paid to CETA funded employees shall be in accordance with Federal CETA regulations. If said regulations are in conflict with the above, said regulations shall supersede.

B. Any retirement benefits provided or not provided to JTPA funded employees shall be in accordance with Federal and/or State JTPA regulations.

Section 7. The EMPLOYER reserves the right to obtain a retirement plan different than the Municipal Employees’ Retirement System, provided that the current benefits provided to employees are not reduced. However, prior thereto, the EMPLOYER shall notify the ASSOCIATION at least ten (10) days in advance and meet and confer with the ASSOCIATION.

Section 8. To the extent the EMPLOYER is determined to be eligible, the EMPLOYER will provide as soon as feasible, a MERS “P” Program subject to and contingent upon MERS’ authorization. The entire bargaining unit must participate the same percentage contribution. Employees’ wages shall be reduced accordingly.

Section 9. The EMPLOYER agrees to provide the B-3 Plan, effective December 31, 1994, providing the employees pay the total cost through payroll deduction.

Section 10. Effective January 1, 2003, the EMPLOYER agreed to provide the B-4 and E-2 plan with employees paying the total cost through payroll deduction.

Section 11. Benefit Improvements. During the term of the Agreement the ICEA may choose to select conventional MERS benefit program improvements offered by MERS [excluding early out options or improvements authorizing regular retirement prior to age fifty-five (55)] with the full differential cost paid by the employee via payroll withholding. If selected, the County will implement, provided sixty (60) days’ notice is given before the effective date, and provided the total employee contributions, including the actuarial determined cost of the proposed new plans, will not exceed 10%. If the current employee contribution exceeds 10%, no benefit plan improvements shall be added until such time as the new plans can be added and the total employee contributions will be at or below 10%. Notwithstanding the
foregoing, the ICEA agrees to not select any benefit program improvement authorizing regular retirement prior to age fifty-five (55) during the term of this Agreement.

Section 12. The parties agree to study a MERS hybrid or other alternative plan(s) during the life of this contract. The parties agree to implement any provision(s) agreed upon during the life of this contract.

ARTICLE 25

TRAVEL ALLOWANCE

Section 1. Parking Allowance.

A. In the EMPLOYER’s sole discretion, employees will either be:

1) Provided with free parking by the County closest to where the employee is normally scheduled to work, or

2) Reimbursed up to the minimum group rate negotiated with the City of Lansing for the ramp closest to where the employee is normally scheduled to work payable on a monthly basis, provided the employee furnishes satisfactory proof of payment.

B. CATA Reimbursement. In the event that an employee utilizes the CATA bus service and is not provided free parking by the County at their place of work, the EMPLOYER shall reimburse the employee upon satisfactory proof of purchase of bus passes. In no event shall reimbursement for bus passes exceed the parking reimbursement amount.

C. Waiver of Parking. An employee who is assigned to the Grady Porter/Veterans Memorial Building, who does not use CATA reimbursement per B above and who is eligible for parking may waive the right to parking under this Article and instead receive a waiver payment in the amount of $30 per month. The decision to waive parking shall be made a maximum of one (1) time per calendar quarter in monthly increments of 1, 2, or 3 months per waiver/quarter.

Section 2. Mileage Allowance.

A. Effective September 1, 1986, all employees covered hereunder will be reimbursed for mileage at the IRS rate when required to drive their own vehicles in the course of their employment.
B. Mileage shall always be computed on the basis of the shortest distance between the point of departure and destination.

C. There shall be an explanation given on all claims made to the Board of Commissioners for reimbursement of expenses for all trips.

D. Travel, mileage or related expense, of any amount, incurred prior to and including December, must be submitted no later than December 15th of the same year. Travel expense incurred after December 15th and before December 31st must be submitted by December 31st. Travel expense vouchers not submitted by December 31st for reimbursement claimed during the same calendar year in accordance with this policy will not be paid.

Section 3. Automobile Insurance. Employees who use their vehicles as a requirement of their job may be reimbursed to a maximum of NINETY DOLLARS ($90.00) for additional automobile insurance charges they may pay as the result of the vehicle being used in the conduct of their job.

This payment will be made by December 15th of the contract year, provided that, prior to December 1st, the employee submits proof of the additional automobile insurance and payment of same.

Section 4. Conferences, Conventions, or Seminars. The following regulations shall apply to all claims for reimbursement of expenses for attending meetings, conventions, conferences, or seminars on behalf of the EMPLOYER.

A. Attendance at a meeting, convention, conference or seminar outside the State of Michigan shall have the prior approval of the appropriate committee of the Board of Commissioners.

B. Travel by private automobile shall be reimbursed at the rate as provided in Section 2 above.

C. If transportation is by an EMPLOYER-owned vehicle, no mileage shall be allowed. Actual expenses of operation of said vehicle will be paid by the EMPLOYER upon tender of receipts for same.

D. If travel is by common carrier, tourist fares will be reimbursed if receipts have been retained and submitted with an Expense Voucher.

E. Reimbursement for meals will follow the policy and rate adopted by the Board of Commissioners.
F. When a member of an employee’s family, i.e. wife, husband, son or daughter, shares a hotel or motel room, the single occupancy rate will be reimbursed if receipts have been retained and submitted with an Expense Voucher.

G. Tolls, telephones and telegraph expenses will be reimbursed when it is necessary as a part of the trip on behalf of the EMPLOYER.

H. Parking fees during the conference, convention, seminar or meeting will be reimbursed if receipts are retained and submitted with an Expense Voucher.

I. Expense Vouchers shall be submitted for the next regular Board of Commissioners meeting following the convention, conference, seminar or meeting attended by the employee.

J. The following items will not be reimbursed under any circumstances.

1) Travel insurance;
2) Laundry or dry cleaning; or
3) Hospitality or entertainment expense.

K. Taxi fare is reimbursable only if the trip was made by common carrier.

Section 5. Advance Payment. Employees may receive a travel advance prior to their traveling on EMPLOYER’s business. Said advancement requires the prior approval of the department head and the County Controller, and compliance with the following provisions:

A. The request for advance payment shall be in writing on a form provided and received by the Controller at least five (5) days prior to issuance date desired.

B. A complete report shall be made by the employee to the Controller within five (5) work days after his/her return.

C. Receipts for hotel bills, registration fees, meals, plane, railroad or bus tickets shall be filed with the report.

D. If a private car is used for transportation, mileage will be paid according to the regular mileage schedule.

E. All other expenses to be advanced shall be in accordance with the previous sections hereunder dealing with travel allowances.
Section 6. Effective September 1, 1986, the Engineer at the Drain Commissioner’s Office will no longer be allowed to take the County vehicle home.

Section 7. Effective January 1, 2015, for any employee who is paid by the County to attend a conference, training or workshop, etc. (by voluntary request, not County-required), and is VOLUNTARILY no longer employed by the County within six (6) months of attending such conference, training or workshop, etc., the employee shall repay the County the costs attributed to the conference, training or workshop, etc., by payroll deduction. The employee will be provided with a listing all of the costs and sign an acknowledgement form prior to attendance.

ARTICLE 26

PAST PRACTICES AND OTHER AGREEMENTS

Section 1. There are no agreements which are binding on any of the parties other than the written provisions contained in this Agreement. No further agreement shall be binding on any of the parties until it has been put in writing and signed by the parties to be bound, excepting, however, past practices established by the Human Resources Department and the ASSOCIATION shall be continued.

Section 2. This Agreement embodies all the obligations between the parties evolving from the collective bargaining process and supersedes all prior relationships existing, except as stated in Section 1.

ARTICLE 27

SAVINGS CLAUSE

Section 1. If any article or section of this Agreement or any addendum thereto shall be held invalid by operation of law or by any tribunal of competent jurisdiction, the remainder of the Agreement and addendums shall not be affected thereby and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory placement of such article or section.
ARTICLE 28

SALARIES

Section 1. Salaries.

A. The rates of pay for each classification are based on full-time employment for the positions in that classification. For each classification, there shall be entrance, intermediate, and maximum salary rates. Said Rates are set forth in the Salary Schedule of this Agreement.

B. Original appointment to any position shall be made at the entrance rate of the classification. Upon recommendation of the department head, the Human Resources Director may approve initial compensation through Step 2 in the Salary Schedule when the needs for the service make such action necessary; provided that any such exception is based on the outstanding and unusual character of the individual employee’s experience and ability over and above the desirable qualifications specified for the class. Authorization for initial compensation above Step 2 must be obtained from the County Services Committee.

C. New employees who are compensated at the minimum rate in their salary grade shall advance to the next step of their salary grade at the beginning of the payroll period following their successful completion of one (1) year of continuous regular employment. New employees who are initially compensated at a rate above the minimum, shall not advance to the next step until the beginning of the payroll period following their completion of one (1) year of employment. Further advancement to the maximum rate within a salary range shall be by successive steps effective the payroll period following the employee’s anniversary date of continuous employment in that classification.

D. Date of hire is the date that an employee commences employment in a full or part-time position and is used for the purpose of seniority and step increases as long as said employee remains in said classification. The use of “date of hire” is not used for reclassification or promotion purposes regarding step increases.

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

Merit increases will not change an employee’s anniversary date for the purposes of future step increases.

E. If an employee is not performing satisfactorily, the employee and the Human Resources Office shall be informed of this in writing prior to his/her eligibility for a salary step increase. Said increase may then be postponed for up to ninety (90) days to provide the employee an opportunity to improve his/her performance. At the end of that time, he/she shall either receive the salary increase, if improvement has been made, or shall be terminated as an employee of the County.

F. Promotions and Reclassifications.

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

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

3) If there is no step in the new salary grade that is between five and ten percent (5%-10%) higher than the current annual wage, said employee shall receive an annual salary increase of seven and one-half percent (7.5%) which shall be effective the first full pay period following promotion or reclassification. On said employee’s next anniversary date [which is one (1) year following the effective date of reclassification or promotion], he/she shall be eligible to advance to the next step on the salary scale which is larger than said employee’s salary at that time.

4) In the event that an employee would receive less money as a result of reclassification or promotion than he/she would have received over the next calendar year if he/she had not been reclassified or promoted, then the ASSOCIATION Legal Counsel and EMPLOYER shall meet to resolve same.
5) In no event will the new salary exceed the maximum of the salary grade.

6) Employees who are not promoted within their career field, but who go on to a different career field, shall be compensated as specified in Section IB of 28. In the event there is a dispute regarding whether or not the change is or is not within one’s career field, the EMPLOYER and the ASSOCIATION Legal Counsel shall meet to resolve same.

G. A requirement for advancement within pay ranges is continuous service, which means regular employment without break or interruption. Leaves of absence with pay and leaves of absence without pay of ten (10) or less days shall not interrupt continuous service. Leaves of absence with or without pay in excess of ten (10) days shall be deducted in computing total service, but shall not serve to interrupt continuous service. Absences without leave in excess of three (3) days in a calendar month shall be deducted from and shall interrupt continuity of service, unless a satisfactory reason is given.

H. It is agreed that employees will not be paid at rates in excess of the maximum for their salary grade and classification.

I. Retroactivity. Employees who voluntarily or involuntarily terminate their employment, except laid off employees, will not receive salary or any other benefits retroactive if terminating before the ratification of this agreement by the parties.

J. For any employee who voluntarily moves to a lower paying position, the employee shall be placed at the Step within 5% of the next lower paid Step on the lower paying position’s salary scale. If a lower step reflecting at least a 5% reduction does not exist then the employee will move to the first step that results in a reduction in the lower paying position’s salary scale. In no event will the new salary be less than the minimum of the new salary grade.

Section 2. Overpayments. Any overpayment of compensation that is not disputed by the employee shall be repaid through payroll deduction. The EMPLOYER and employee shall attempt to negotiate a repayment schedule. If the parties are unable to agree on a repayment schedule, the EMPLOYER may deduct up to five (5%) percent of an employee’s gross bi-weekly pay.

Section 3. Unit employees shall be paid on a bi-weekly basis. All unit employees will be paid by direct deposit or by payroll debit card in accordance with the requirements of MCL 408.476.
2018 RATES

Effective January 1, 2018, or the effective date of ratification by both parties, a wage increase of 1%

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Re-opener 1 (2019):
On or after August 1, 2018, both parties may choose wages and one additional 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 issue for a re-opener is 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 1 (2020):
On or after August 1, 2019, both parties may choose wages and one additional 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 issue for a re-opener is 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.

ARTICLE 29

HEALTH AND SAFETY

Section 1. The EMPLOYER and the ASSOCIATION agree to establish a Health and Safety Committee consisting of two (2) employees of the bargaining unit and two (2) representatives of the EMPLOYER. Any alleged health or safety problem shall be directed to the committee in writing. The recommendation of the majority vote of the committee shall be final and binding upon the EMPLOYER and the ASSOCIATION. However, if the parties cannot reach a majority decision, it shall not be subject to any grievance procedure provided for herein, but may be subject to state and federal statutes.

ARTICLE 30

ADMINISTRATIVE LEAVE POLICY

Section 1. If it becomes necessary, due to inclement weather or other acts of God, to curtail some or all of the County's functions, at the department head's discretion, he/she may offer the following options:

A. Employees may use compensatory, sick or vacation time in lieu of regular pay if compensation is desired;

B. Employees may work part of their regular schedule and will be eligible for pay for those hours worked, with the remainder of the schedule compensated from compensatory, sick or vacation time if compensation is desired;
C. Employees may report for work and shall be compensated at his/her regular rate of pay for those hours worked.

Section 2. In cases where the County is officially closed by the Controller and the Chairperson of the Board of Commissioners due to inclement weather or other acts of God, either in its entirety or department by department, the following policy will be in effect.

A. When employees are instructed to return home, it is understood that these employees will be paid for their regularly scheduled hours;

B. When employees are instructed to return home and do not do so, they will not receive additional compensation for hours worked, but will only receive compensation for their regular schedule;

C. It is the County's responsibility to issue notification to employees via radio public service announcement one (1) hour prior to the commencement of the normal shift that the County is officially closed;

D. If the notification is rendered, employees will be paid for hours normally scheduled. Employees who work will receive one (1) vacation hour to be added for each hour worked.

Section 3. The Controller and the Board of Commissioners' Chairperson can declare a maximum of sixteen (16) hours per calendar year of paid administrative leave. Any further loss of compensation by employees because of inclement weather or other acts of God must be compensated by use of accumulated compensatory, sick or vacation time. If the employee does not have compensatory, sick or vacation time, he/she will not be compensated.

Section 4. Employees who are reasonably prevented from reporting to work from their home at their regularly scheduled time, immediately following the closing of the County under this policy due to inclement weather, even though the County has officially reopened, may use compensatory time, sick or vacation time.

ARTICLE 31

WORKER'S COMPENSATION

Section 1. Pursuant to Michigan law, the EMPLOYER provides, at its sole expense, worker's compensation coverage for each employee covered by this Agreement.

Section 2. Use of Accumulated Sick Leave When On Worker's Compensation. Employees in the bargaining unit are permitted to use accumulated sick leave while on worker's compensation as provided below:
A. Employees shall not accumulate sick leave or vacation time while off work on worker's compensation. All other fringe benefits shall terminate after an employee is off work on worker's compensation for ninety (90) days.

B. Employees may use their accumulated sick leave so as to receive ninety percent (90%) of their normal straight-time pay.

C. The ninety percent (90%) wages noted above shall be gross wages minus normal tax deductions and other deductions.

EXAMPLE:

If an employee's gross paycheck is One Hundred Fifty Dollars ($150.00) and their net paycheck is One Hundred Dollars ($100.00), and worker's compensation payments are Sixty Dollars ($60.00), the EMPLOYER's obligation is to pay Twenty Dollars ($20.00), provided the employee meets the above requirements.

ARTICLE 32

I.R.S. SECTION 125

The EMPLOYER will provide as soon as feasible, I.R.S. Section 125 document(s) allowing employees who choose to participate, the ability to pay for employee contributions with pre-tax dollars for the following:

1. Medical and hospitalization expenses.

2. Dependent care programs.

3. Employee payroll deductions for health care premiums.

ARTICLE 33

TAX RATE ON SEPARATE CHECKS

The employees' actual tax rate will be used on separate paychecks, i.e., longevity and cost of living.
ARTICLE 34

FAMILY AND MEDICAL LEAVE ACT

Section 1. Family and Medical Leave.

A. An employee who has been employed by the EMPLOYER for twelve (12) consecutive months and who has worked at least one thousand two hundred fifty (1250) hours during those months may take a leave of absence for up to a total of twelve (12) weeks during each year for the following reasons:

1. His or her own serious health condition

2. To care for a child, spouse or parent who has a serious health condition

3. Birth of a child

4. The placement of a foster or adoptive child.

A year, for purposes of determining eligibility for family or medical leave, is defined as 365 calendar days prior to the requested date of commencement of an employee's family or medical leave.

B. The ASSOCIATION and the EMPLOYER reserve all rights under the Federal Family and Medical Leave Act.

ARTICLE 35

EXPIRATION CLAUSE

The parties agree to meet and negotiate over the terms of a new Agreement to take effect after the expiration of this Agreement, at mutually convenient times and places, upon the call of either party.
IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized representatives this _____ day of ____________, 2018.

COUNTY OF INGHAM

Carol A. Siemon
Carol Siemon, Prosecutor

ERIC LEHMAN
Eric Lehman, Treasurer

PAT JONES
Pat Jones, Drain Commissioner

Scott Wrigglesworth, Sheriff

INGHAM COUNTY EMPLOYEES' ASSOCIATION

By: Decree Cook
It: President

By: Jeffrey S. Donahue
It: General Counsel

Victor Celentino, Chairperson
Ingham County Board of Commissioners
COUNTY PROFESSIONAL
BUMPING GROUPS

Cooperative Extension
A. Office Coordinator, Coop Ext MSU—PRO 04 (RedlineRDP3)

Drain Office
A. Engineer, Drain—PRO 09
    Assessment Administrator—PRO 07
B. Accountant, Drain—PRO 07
C. Project Coordinator, Drain—PRO 08
    Assistant Project Coordinator, Drain—PRO 07
D. Supervisor of Drain Operations and Maintenance—PRO 09
    Coordinator of Drain Operations and Maintenance—PRO 08

Equalization/Tax Mapping
A. Deputy Director, Equalization—PRO 08
    Real Property Appraiser—PRO 07
B. Tax Mapping Deputy/GIS Analyst, Equalization—PRO 07
    Tax Mapping/GIS Technician, Equalization—PRO 06

Facilities
A. Maintenance Technician/Electrician—PRO 08

Financial Services
A. Lead Senior Accountant, Financial Services—PRO 09
B. Accountant, Financial Services—PRO 07

Health Department
A. Food and Facilities Program Supervisor—PRO 09
    Land and Water Program Supervisor—PRO 09
    Prevention and Response Program Supervisor—PRO 09
    Sanitarian II—PRO 08
    Sanitarian I—PRO 06
B. WIC Lead – PRO 08 / Breastfeeding Coordinator – PRO 08
   Registered Dietician – PRO 07
   Nutrition Educator—PRO 05

C. Senior Epidemiologist – PRO 09
   Epidemiologist – PRO 08 / Health Analyst - Systems Analyst, CHC—PRO 08 / Health
   Analyst – Comm. Health Assessment – PRO 08
   Health Analyst Healthy Communities – PRO 08 (Redline to PRO 07) / Health Analyst –
   PRO 07

D. Program Specialist, Health—PRO 05

E. Healthy Start Supervisor – PRO 09 / Family Outreach Services Supervisor – PRO 09 /
   Prevention Program Coordinator – PRO 09
   Tobacco Reduction Program Coordinator – PRO 08 / Health Communications Specialist
   – PRO 08 / HIV Prevention Coordinator – PRO 08 / Emergency Preparedness
   Coordinator – PRO 08
   Health Educator II – PRO 07
   Communicable Disease Investigator – PRO 06
   Project Specialist, Fatherhood —
   PRO 05

F. Medical Technologist—PRO 07 / Quality Assurance Technician – PRO 07

G. Lead Senior Accountant, Health—PRO 09 / Financial Coordinator – PRO 09
   Accountant, Health—PRO 07

H. Provider and Credentialing Coordinator—PRO 08 (Redline PRO 06)

I. Lead Social Worker—PRO 08
   Medical Social Worker—PRO 07
   Assistant Social Worker—PRO 05

J. Environmental Justice Coordinator—PRO 08 / Health Equity and Social Justice
   Coordinator (Access to Care Program) – PRO 08
   Americorps Vista Specialist – PRO 05 / Americorps State Specialist – PRO 05

K. Grants Coordinator—PRO 08

L. Electronic Records Analyst—PRO 08
   Electronic Health Records Specialist—PRO 07

M. IT Coordinator – PRO 09

N. Billing Specialist—PRO 06
O. Consumer Support Specialist – PRO 05

P. 340B Pharmacy Coordinator – PRO 07

IT

A. Programming Specialist, IT—Separate Scale (Labor Market Exception)

B. Senior Network Administrator – PRO 13
   Network Administrator III—PRO 11
   Network Administrator II—PRO 10
   Network Administrator I—PRO 07

C. Applications Programmer – Separate Scale

PROSECUTING ATTORNEY

A. Diversion Coordinator—PRO 07 / Lead Support Investigator – PRO 07
   Support Investigator—PRO 06 / Diversion Casework – PRO 06 / Juvenile Justice/
   Community Outreach—PRO 06
   Investigator, PA—PRO 06
   Domestic Violence Victim Assistant—PRO 04

SHERIFF

A. Senior Jail Nurse – Separate Scale
   Jail Nurse—Separate Scale (Labor Market Exception)

B. Intake Referral Coordinator—PRO 06

TREASURER

A. Accountant, Treasurer—PRO 07

B. Brownfield Coordinator—PRO 06
   Land Bank Coordinator—PRO 06

C. Property Tax Coordinator – PRO 07
   Tax Forfeiture / Foreclosure Coordinator – PRO 02
COUNTY PROFESSIONAL EMPLOYEES

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<tr>
<td>Land and Water Program Supervisor</td>
<td>PRO 09</td>
</tr>
<tr>
<td>Land Bank Coordinator</td>
<td>PRO 06</td>
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<tr>
<td>Lead Senior Accountant, Financial Services</td>
<td>PRO 09</td>
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<tr>
<td>Lead Senior Accountant, Health</td>
<td>PRO 09</td>
</tr>
<tr>
<td>Lead Social Worker</td>
<td>PRO 08</td>
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<tr>
<td>Lead Support Investigator</td>
<td>PRO 07</td>
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<tr>
<td>Maintenance Technician/Electrician</td>
<td>PRO 08</td>
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<tr>
<td>Medical Social Worker</td>
<td>PRO 07</td>
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<tr>
<td>Medical Technologist</td>
<td>PRO 07</td>
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<tr>
<td>Network Administrator I</td>
<td>PRO 07</td>
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<tr>
<td>Network Administrator II</td>
<td>PRO 10</td>
</tr>
<tr>
<td>Network Administrator III</td>
<td>PRO 11</td>
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<tr>
<td>Nutrition Educator</td>
<td>PRO 05</td>
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<tr>
<td>Office Coordinator, Co-op Ext MSU</td>
<td>PRO 04***</td>
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<tr>
<td>Prevention and Response Program Supervisor</td>
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</tr>
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<td>PRO 09</td>
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<tr>
<td>Program Specialist, Health</td>
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<td>Programming Specialist, IT</td>
<td>Separate Scale</td>
</tr>
<tr>
<td>Project Coordinator, Drain</td>
<td>PRO 08</td>
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<tr>
<td>Project Specialist, Fatherhood</td>
<td>PRO 05</td>
</tr>
<tr>
<td>Property Tax Coordinator</td>
<td>PRO 07</td>
</tr>
<tr>
<td>Provider and Credentialing Coordinator</td>
<td>PRO 08***</td>
</tr>
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<td>Quality Assurance Technician</td>
<td>PRO 07</td>
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<td>Real Property Appraiser</td>
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<td>PRO 07</td>
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<tr>
<td>Sanitarian I</td>
<td>PRO 06</td>
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<tr>
<td>Sanitarian II</td>
<td>PRO 08</td>
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<tr>
<td>Senior Epidemiologist</td>
<td>PRO 09</td>
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<tr>
<td>Senior Jail Nurse</td>
<td>Separate Scale</td>
</tr>
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<td>Senior Network Administrator</td>
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<td>Support Investigator</td>
<td>PRO 06</td>
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<td>Tax Forfeiture/Foreclosure Coordinator</td>
<td>PRO 02</td>
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<td>Code</td>
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<td>----------------------------------------------</td>
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<td>PRO 07</td>
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<tr>
<td>Tax Mapping/GIS Technician, Equalization</td>
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</tr>
<tr>
<td>Tobacco Reduction Program Coordinator</td>
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<td>WIC Lead</td>
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***any exceptions are in a redline status***
LETTER OF UNDERSTANDING
BETWEEN
COUNTY OF INGHAM,
THIRTIETH JUDICIAL CIRCUIT COURT, AND
55TH JUDICIAL DISTRICT COURT (Employers)
AND
INGHAM COUNTY EMPLOYEES' ASSOCIATION (Union)
and its
PROFESSIONAL EMPLOYEES UNIT

WHEREAS, the parties believe that participation in an EAP program may be beneficial to both the Employers and Union members; and

WHEREAS, the parties are agreeable to the Employers offering an EAP to ICEA bargaining unit members.

NOW, THEREFORE, IT IS HEREBY AGREED between the parties as follows:

1. The Employers will offer an EAP to ICEA bargaining unit employees.

2. The Employers reserve the right to discontinue participation in this plan in the event the cost exceeds its ability to pay. The Employers also reserve the right to change to other EAP providers.

3. In the event the Employers consider not continuing to fund an EAP they will provide advance written notice to the Union sufficient to allow the Union the opportunity to address the issue.

4. It is understood by the parties that bargaining unit employees utilizing the an EAP shall be entitled to utilize sick leave and other applicable leaves of absence to the extent authorized in the appropriate sections of their collective bargaining agreement.

COUNTY OF INGHAM
Barb Byrum, County Clerk
Carol Siemon, Prosecutor

INGHAM COUNTY EMPLOYEES' ASSOCIATION
By: Desreee Cook
Its: President
By: Jeffrey S. Donahue
Its: General Counsel
Victor Celentino, Chairperson
Ingham County Board of Commissioners
LETTER OF UNDERSTANDING

Part-Time or Shared-Time Employees
Temporarily Assigned to Three Quarter-Time Status

WHEREAS, the COUNTY OF INGHAM (hereinafter referred to as the "Employer"), and
the INGHAM COUNTY EMPLOYEES' ASSOCIATION (hereinafter referred to as the "Union") have agreed to a collective bargaining agreement for the Professional Employees Unit; and

WHEREAS, such collective bargaining agreement references temporary assignments in
Article 11, Section 2; and

WHEREAS, the parties wish to clarify the benefits applicable to part-time or shared-time
employees temporarily assigned to three-quarter time status.

NOW, THEREFORE, IT IS HEREBY AGREED by the parties as follows:

1. In the event a part-time or shared-time employee is temporarily assigned by
his/her department head through an approved Personnel Action Request to three-quarter time
status, either in his/her current position or in a different classification, that he/she be eligible for
the following benefits effective from and after the ninety-first (91st) consecutive calendar day of
working in that three-quarter time assignment:

   A. Regular Vacation Accumulations: He/she would accumulate vacation at the
      appropriate level for his/her years of service, on a pro-rated basis. That is, the
difference between the part-time/shared-time and three-quarter time vacation
accumulations will be added for each payroll period. The employee is not eligible
for this additional time until he/she has completed ninety (90) consecutive calendar days of a
three-quarter time assignment, however, the additional time
will be calculated retroactive to the first day of the three-quarter time assignment.

   B. Sick Accumulations: The difference between part-time/shared-time and
      three-quarter time sick accumulations will be added for each payroll period.
The employee is not eligible for this additional time until he/she has completed ninety (90) consecutive calendar days of a
three-quarter time assignment, however, the additional time will be calculated retroactive to the first day of the
three-quarter time assignment.

   C. Holidays: In the event a holiday falls during the three-quarter time assignment,
and an employee has completed ninety (90) consecutive calendar days of a
three-quarter time assignment, he/she will receive a total of six (6) hours of
holiday pay for each holiday during the three-quarter time assignment dependent
upon his/her schedule. For example, part-time/shared-time employees who are
regularly scheduled to work eight (8) hours on a holiday will receive eight (8) hours of holiday pay and the part-time/shared-time employee not regularly
scheduled for the holiday will be ineligible for any holiday pay.
D. THERE WILL BE NO OTHER CHANGE FROM PART-TIME TO THREE-QUARTER TIME BENEFITS.

In the event an employee is temporarily assigned and works for six (6) consecutive calendar months in a three-quarter time assignment, he/she will be afforded regular three-quarter time benefits as outlined in Articles 5, Section 1.B., commencing with the beginning of the first calendar month after completion of six (6) consecutive months in the three-quarter time assignment, provided he/she provides prior written notice to his/her Department Head and a Personnel Action Request is processed by the Department.

2. The increased sick and vacation accumulations will be added to the employee’s accumulations at the completion of the three-quarter time assignment. If any holiday pay is due for any holidays that fall during the interim of the three-quarter time assignment, it will be paid in a lump sum payment pursuant to the number of hours scheduled after the completion of the three-quarter time assignment.

3. This Letter of Understanding shall be effective from and after January 1, 2018.

4. This Letter of Understanding shall not serve to modify any terms or conditions agreed to by the parties in the aforementioned collective bargaining agreement.

COUNTY OF INGHAM
Barb Byrum, County Clerk

INGHAM COUNTY EMPLOYEES' ASSOCIATION
By: Deanne Cook
Its: President

By: Jeffrey S. Donahue
Its: General Counsel

Victor Celentino, Chairperson
Ingham County Board of Commissioners
LETTER OF UNDERSTANDING

Part-Time, Shared-Time, or Three-Quarter-Time Employees Temporarily Assigned to Full-Time Status

WHEREAS, the COUNTY OF INGHAM (hereinafter referred to as the "Employer"), and the INGHAM COUNTY EMPLOYEES' ASSOCIATION (hereinafter referred to as the "Union") have agreed to a collective bargaining agreement for the Professional Employees Unit; and

WHEREAS, such collective bargaining agreement references temporary assignments in Article 11, Section 2; and

WHEREAS, the parties wish to clarify the benefits applicable to part-time, shared-time or three-quarter time employees temporarily assigned to full-time status.

NOW, THEREFORE, IT IS HEREBY AGREED by the parties as follows:

1. In the event a part-time, shared-time or three-quarter time employee is temporarily assigned by his/her department through an approved Personnel Action Request to full-time status, either in his/her current position or in a different classification, that he/she be eligible for the following benefits effective from and after the ninety-first (91st) consecutive calendar day of working in that full-time assignment:

   A. Regular Vacation Accumulations: He/she would accumulate vacation at the appropriate level for his/her years of service, on a pro-rated basis. That is, the difference between the part-time and full-time vacation accumulations will be added for each payroll period. The employee is not eligible for this additional time until he/she has completed ninety (90) consecutive calendar days of a full-time assignment, however, the additional time will be calculated retroactive to the first day of the full-time assignment.

   B. Sick Accumulations: The difference between part-time and full-time sick accumulations will be added for each payroll period. The employee is not eligible for this additional time until he/she has completed ninety (90) consecutive calendar days of a full-time assignment, however, the additional time will be calculated retroactive to the first day of the full-time assignment.

   C. Holidays: In the event a holiday falls during the full-time assignment, and an employee has completed ninety (90) consecutive calendar days of a full-time assignment, he/she will receive a total of eight (8) hours of holiday pay for each holiday during the full-time assignment. Shared-time employees who are regularly scheduled to work eight (8) hours on a holiday will receive eight (8) hours of holiday pay and the shared-time employee not regularly scheduled for the holiday will be ineligible for any holiday pay. Shared time employees who are regularly scheduled to work four (4) hours on a holiday will receive four (4) hours each of holiday pay.
D. THERE WILL BE NO OTHER CHANGE FROM PART-TIME TO FULL-TIME BENEFITS.

E. In the event an employee is temporarily assigned and works for six (6) consecutive calendar months in a full-time assignment, he/she will be afforded regular part-time benefits as outlined in Article 5, Section 1.A, commencing with the beginning of the first calendar month after completion of six (6) consecutive months in the full-time assignment, provided he/she provides prior written notice to his/her Department Head and a Personnel Action Request is processed by the Department.

2. The increased sick and vacation accumulations will be added to the employee's accumulations at the completion of the full-time assignment. If any holiday pay is due for any holidays that fall during the interim of the full-time assignment, it will be paid in a lump sum payment pursuant to the number of hours scheduled after the completion of the full-time assignment.

3. This Letter of Understanding shall be effective from and after January 1, 2018.

4. This Letter of Understanding shall not serve to modify any other terms or conditions agreed to by the parties in the aforementioned collective bargaining agreement.

COUNTY OF INGHAM

[Signature]

M. M. Addleman

[Title]

INGHAM COUNTY EMPLOYEES' ASSOCIATION

[Signature]

[Title]

By: Jeffrey B. Donahue

[Title]

By: Victor Celentino, Chairperson

Ingham County Board of Commissioners
ICEA LETTER OF UNDERSTANDING REGARDING IT DEPARTMENT

WHEREAS, the COUNTY OF INGHAM, a municipal body corporate of the State of Michigan (hereinafter referred to as the "Employer") and the INGHAM COUNTY EMPLOYEES’ ASSOCIATION (hereinafter referred to as the "Union") have agreed to a collective bargaining agreement for the County Professional employees’ unit; and,

WHEREAS, such collective bargaining agreement references step movement with Article 28, Section 1C; and,

WHEREAS, there are recruitment and retention difficulties with some of the County Professional IT classification; and,

WHEREAS, the parties wish to amend and clarify the step movement for these classifications due to the market conditions;

NOW, THEREFORE IT IS HEREBY AGREED by the parties that:

A. The Network Administrator be reclassified from a P6 to P7;

B. The Sr. Computer Technician be reclassified from a P5 to a P6. Minimum qualifications will be a CNA with three (3) years of experience as a Computer Technician. Upon completion of a CNE, the employee will be granted a one-step advancement. A new anniversary date will be assigned at that time for future step increases. If the CNE training is funded by the County of Ingham, the employee must sign an agreement whereby he/she agrees to work for Ingham County for one (1) year. If he/she fails to keep that commitment, he/she must repay the County for that expense.

C. The following positions will have title changes from: Micro-Computer Programmer, Programmer Analyst and Systems Analyst to Programming Specialist. Current employees would be placed on this scale based on their current assignments and the number of languages in which they are proficient.

Minimum requirements for a Programming Specialist are:

A. Associate’s Degree in Business Data Processing or related field and one (1) year experience in a network or mainframe environment; OR a Bachelor’s Degree in Business Data Processing or related field and six (6) months experience in a network or mainframe environment;

B. Demonstrated experience or formal training in one programming language; and,

C. Ability to support a minor system.
Step movement would be as follows:

A. Original appointment to a Programming Specialist position shall be made pursuant to Article 28 (Salaries and Cost of Living), Section 1B.

B. One step advancement in six (6) months from date of hire if Specialist manifests language and data base competencies, demonstrates basic network knowledge such as drive-mapping and e-mail handling, supports a major system as a primary analyst, and has ability to provide active support for multiple systems. Anniversary date change.

FOR CALCULATION PURPOSES, 4 MINOR SYSTEMS EQUALS 1 MAJOR SYSTEM.

C. Annual one-step advancements will be granted, assuming satisfactory performance, based on the last step increase movement from Step 1 through Step 5. Movement can also be granted based on additional responsibility for major systems or the mastery of additional languages.

D. **Steps 6 through Step 9 are only granted upon the mastery and demonstrated proficiency of additional languages* and/or the added responsibility of serving as the primary analyst for major systems.**

E. One step advancement if Specialist demonstrates ability to use FTP and other file transfer protocols, database design, and satisfactorily performs the assignment of serving as the primary analyst or the equivalent of at least three (3) Ingham County major systems. Anniversary date change.

F. One step advancement if Specialist satisfactorily performs the assignment of serving as the primary analyst, or the equivalent, of three (3) additional Ingham County major systems (total of six). Anniversary date change.

G. One step advancement if Specialist satisfactorily performs the assignment of serving as the primary analyst, or the equivalent of three (3) additional Ingham County major systems (total of nine). Anniversary date change.

H. One step advancement if Specialist satisfactorily performs the assignment of serving as the primary analyst, or the equivalent, of three (3) additional Ingham County major systems (total of twelve). Anniversary date change.

I. One step advancement if Specialist completes employer specified certification and demonstrates proficiency in two (2) additional languages* (total of three). Anniversary date change. Examples of languages = COBOL, LINC, Visual Basic, Fox Pro, Paradox, Access Database, Oracle, etc.
J. One step advancement if specialist completes employer specified certification and demonstrates proficiency in each three (3) additional languages* (total of six) mastered. Anniversary date change.

K. All Programming Specialists must serve as supporting analysts as assigned.

L. If a Programming Specialist is given additional responsibilities based on temporary assignment, there will not be an anniversary date change.

*If education and/or training is funded by the County of Ingham, the employee must sign an agreement whereby he/she agrees to work for Ingham County. If the training expense is under $5,000 the employee must make a one (1) year employment commitment. If the training expense is $5,000 or over, the employee must make a two (2) year employment commitment. If he/she fails to keep the specified commitment, he/she must repay the County for education/training expense.

IN THE EVENT THAT THE RESPONSIBILITY FOR A MAJOR SYSTEM(S) IS LOST, OR THAT THE LANGUAGE IS NO LONGER UTILIZED WITHIN INGHAM COUNTY, HE/SHE WILL BE MOVED BACK TO THE APPROPRIATE STEP BASED ON THE ABOVE CRITERIA.

PROGRAMMING SPECIALIST

2018 SCALE

| IT Prog. Specialist | 46,889.00 | 51,400.49 | 55,909.85 | 60,424.50 | 64,937.04 | 69,448.52 | 73,960.01 | 78,473.60 | 82,984.02 |

2019 - Wage Reopener
2020 - Wage Reopener

STEPS 1 - 5 = Automatic annual progression, assuming satisfactory performance. Can also advance in Steps 1 - 5 based on additional responsibility for major systems or the mastery of additional languages.

STEPS 6 - 9 = Only granted upon the mastery and demonstrated proficiency of additional languages and/or the added responsibility of serving as the primary analyst for major systems.

BE IT FURTHER AGREED that in the event the market no longer dictates the above outlined step movement as determined by the Employer, the Programming Specialist will revert back to their prior titles and salary grades. They will be placed at the step closest to their current salary to a maximum of their previous grade. They will return to the same procedure for step movement as outlined in Article 28, Section 1C.

COUNTY OF INGHAM

Victor Celentino, Chairperson
Ingham County Board of Commissioners

Deb Fett, Chief Information Officer

INGHAM COUNTY EMPLOYEES' ASSOCIATION

By: Desiree Cook
Its: President

By: Jeffrey S. Donahue
Its: General Counsel
LETTER OF UNDERSTANDING

This Letter of Understanding (hereinafter referred to as “Agreement”) is made this ___ of ___________, 2018, by and between the County of Ingham (hereinafter referred to as “County”), the Ingham County Employees’ Association, County Professional Employees (hereinafter referred to as “ICEA”), as to the Network Administrators employed in the IT Department.

WHEREAS, the parties wish to supplement the contract regarding a four (4) / ten (10) hour work schedule.

THEREFORE BE IT AGREED by the parties as follows:

1. The four (4) / ten (10) hour days work schedule is by CIO approval.

2. The ICEA employee must desire a change to the four (4) / ten (10) hour days work schedule.

3. The day off shall be determined by the staff member and the CIO.

4. The Employee shall have one (1) hour unpaid lunch and two (2) paid fifteen (15) minute breaks per day. Breaks shall not be combined with lunch.

5. Holidays will be paid at a rate of ten (10) hours per holiday, however, yearly holiday hours will not exceed one hundred twelve (112) hours. One allotted hours of holiday pay per year is used, the employee’s pay will be docket accordingly for uncovered holidays, unless the employee specifies on the time card that the time should be covered through accrued vacation or comp time.

6. The employee may opt to be paid only eight (8) hours per holiday and utilize two (2) hours of accrued vacation or compensatory time in order to spread out their holiday pay over the course of the entire year.
7. The employee may opt instead to work eight (8) hour work days for the remainder of a holiday, sick, vacation, and bereavement work week.

8. It is expected that doctor and dentist appointments will be made on the employee’s scheduled day off.

9. The four (4) / ten (10) work schedule can be returned to a normal work week at the request of either the CIO or employee.

BE IT FURTHER AGREED that it is not the intent to increase the County’s salary or labor costs for IT staff.

COUNTY OF INGHAM

Barb Byrum, County Clerk

Victor Celentino, Chairperson
Ingham County Board of Commissioners

Deb Fett, Chief Information Officer

INGHAM COUNTY EMPLOYEES' ASSOCIATION

By: Desiree Cook
Its: President

By: Jeffrey S. Donahue
Its: General Counsel
LETTER OF AGREEMENT

Environmental Justice Coordinator Position

WHEREAS, the COUNTY OF INGHAM (hereinafter referred to as “Employer”), and the INGHAM COUNTY EMPLOYEES’ ASSOCIATION (hereinafter referred to as “Union”) have agreed to a collective bargaining agreement for the Professional Employee Unit; and

WHEREAS, said collective bargaining agreement defines full time employees, three-quarter time employees, and part time employees and furthermore delineates employee benefits based on these definitions; and

WHEREAS, under the Federal Affordable Care Act, an employee working 30 hours per week is considered a full time employee; and

WHEREAS, the parties have agreed to define the position of Environmental Justice Coordinator as a full time position, with the following conditions:

1. The position of Environmental Justice Coordinator shall be defined as a full time position.
2. The regular work hours of the position shall remain at 30 hours per week.
3. No change in employee benefits shall occur. Any and all employee benefits shall remain consistent with that of a three-quarter time employee, as defined in the collective bargaining agreement.

IT IS HEREBY AGREED by the parties that:

A. The position of Environmental Justice Coordinator shall be defined as a full time position by the Employer.
B. The regular work hours of the Environmental Justice Coordinator position shall remain at 30 hours per week.
C. Any and all employee benefits received by an employee in the Environmental Justice Coordinator position shall remain consistent with that of a three-quarter time employee, as defined in the collective bargaining agreement, unless required by law.

COUNTY OF INGHAM

Barb Byrum, County Clerk

Victor Celentino, Chairperson
Ingham County Board of Commissioners

INGHAM COUNTY EMPLOYEES’ ASSOCIATION

By: Desiree Cook
Its: President

By: Jeffrey S. Donahue
Its: General Counsel

86
COUNTY OF INGHAM

Victor Celentino, Chairperson
Ingham County Board of Commissioners

Deb Fett, Chief Information Officer

APPROVED AS TO FORM:
COHL, STOKER & TOSKEY, P.C.

David G. Stoker

INGHAM COUNTY EMPLOYEES’ ASSOCIATION

Desiree Cook, President

Jeffrey E. Donahue, ICEA Counsel
Letter of Understanding Between
County of Ingham (Employer)
And
Ingham County Employee’s Association and its Professional Employees Unit (Union)

On-Call Network Administrator

WHEREAS, the COUNTY OF INGHAM, a municipal body corporate of the State of
Michigan (hereinafter referred to as the “Employer”) and the Ingham County Employees’
Association, County Professional Employees (hereinafter referred to as “ICEA”) have entered a
collective bargaining agreement extending through December 31, 2020 (the “CBA”); and

WHEREAS, the Parties wish to supplement the contract regarding on-call time for
Network Administrators only.

NOW, THEREFORE, IT IS HEREBY AGREED by the Parties as follows:

1. Each Network Administrator shall have weekly on-call status, on a rotating basis with
   the other Network Administrators.
2. On-call coverage shall be from 5:30PM through 7:30AM for weekdays and the entire
   weekend (48 hours).
3. Network Administrators who are on-call shall carry a cell phone issued by the Employer.
The Employer shall provide reliable service using the technology available to the
Employer.
4. Network Administrators shall respond to on-call requests within one hour of initial call.
5. Network Administrators shall be able to return to Innovation and Technology Department
   within one hour after determining onsite work is required.
6. The Network Administrator going on call shall be responsible for changing and testing
   the system prior to on-call start time.
7. The Network Administrators shall be paid on-call time at the rate of two (2) hours’
   straight time pay for each weekday and four (4) hours’ straight pay for each weekend day
   for a weekly total of eighteen (18) hour’s straight time pay.
8. On-call pay for holidays shall be at the rate of four (4) hours’ straight time pay, in
   addition to any regular compensation.
9. If an on-call Network Administrator is called into work, that Network Administrator shall
   receive a minimum of two (2) hours’ pay at the rate of time and one half as per the
   Parties’ labor contract’s call-back provision (Article 10, Section 6). This shall be in
   addition to on-call pay.
10. If a Network Administrator works without being called into work and works over ten
    (10) minutes, that Network Administrator shall receive minimum of one (1) hours’ pay at
    the rate of time and one half or actual time worked at time and one half per incident.
11. All the other terms and conditions specified in the Parties’ collective bargaining
    agreement shall remain in full force and effect, except as stated above.
WHEREAS, an agreement has been reached between representatives of Ingham County and the Ingham County Employees' Association (ICEA) – Professional Employees for the period January 1, 2018 through December 31, 2020; and

WHEREAS, the agreement has been ratified by the employees within the bargaining agreement.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners hereby approves the contract between Ingham County and Ingham County Employees' Association for the period January 1, 2018 through December 31, 2020.

BE IT FURTHER RESOLVED, that the Chairperson of the Board of Commissioners is authorized to sign the contract on behalf of the County, subject to the approval as to form by the County Attorney.
Economic highlights of the tentative agreement include the following:

- **Contract Duration:** Date of BOC approval thru December 31, 2020

- **Hours and Rates of Pay (Article 20):**
  
  20.31 Employees who are on-call shall be compensated as follows:
  
  - 0600 Monday through 0559 Friday compensated at the rate of $25/day
  - 0600 Friday through 0559 Monday compensated at the rate of $30/day
  - For the calendar day of all CBA recognized Holidays compensated at the rate of $35/day

- **Salary Schedule (Article 22):**
  
  - Effective the first full pay period following approval by the BOC – 5% wage increase applied to the current 2017 Salary Table
  - 2019 0% wage increase, Reopener – each party may choose one issue for reopener, to take effect on or after January 1, 2019
  - 2020 0% wage increase, Reopener – each party may choose one issue for reopener, to take effect on or after January 1, 2020

- **Sick Leave (Article 31):**
  
  - Annual Cash-Out Option 31.11. Each year the employee may request to be paid for one-half (1/2) of the sick leave credit earned during the prior 12 month period. Effective in 2018, the payment period is changed to June 15th.

- **Hospitalization – Medical Coverage (Article 35):**
  
  Incorporate changes as provided by the Health Cost Containment Committee and approved by the Board of Commissioners
  
  Dental Insurance: Incorporate updated language as provided by the Health Cost Containment Committee and approved by the Ingham County Board of Commissioners
Highlights of the agreement include the following:

- **Contract Duration:** January 1, 2018 thru December 31, 2020

- **Salaries (Article 28):**
  - 2018 – Effective the first pay period, add a 1% wage increase to the 2017 wage schedule.
  - 2019 – Each party may choose wages and one additional issue for re-opener.
  - 2020 – Each party may choose wages and one additional issue for re-opener.

- **Classification Plan (Article 6):** Section 2 – Future reclassifications for current professional positions shall be through the negotiation process for a successor agreement, unless the parties jointly agree otherwise. (Note: 2 reclassification requests were submitted and the parties agreed to allow the two requests to be reviewed and processed in early 2018)

- **Hospitalization – Medical Coverage (Article 17):**
  - Incorporate changes for 2018, as provided by the Health Cost Containment Committee and approved by the Ingham County Board of Commissioners.

- **Leaves of Absence (Article 21):**
  - Section 11 Annual Cash-Out Option - Each year the employee may request to be paid for one-half (1/2) of the sick leave credit earned during the prior 12 month period. Effective in 2018, the payment period is changed from December 15th to June 15th.
  - Section 16 Sick Time Donation - Increase the maximum sick time an employee may donate to forty (40) hours to no more than three (3) persons in one (1) calendar year.
LETTER OF UNDERSTANDING
BETWEEN
INGHAM COUNTY
AND
INGHAM COUNTY EMPLOYEES' ASSOCIATION
FOR THE
PROFESSIONAL EMPLOYEES

WHEREAS, Ingham County (the “Employer”) and the Ingham County Employees' Association (the “Union”) are parties to a collective bargaining agreement with a term running through December 31, 2020 (the “CBA”); and

WHEREAS, the CBA contains Article 28 (p 63) which allowed either party to choose two issues for a re-opener to take effect on or after January 1, 2019; and

WHEREAS, the Employer and the Union met to discuss the re-opener and have agreed to revise and replace the Rates of Pay and Classification Scale in Article 28 to reflect a 2% wage increase effective January 1, 2019; and

WHEREAS, the Employer and the Union met to discuss the re-opener and agreed to revise Section 1 of Article 20 (p 42) reflecting an increase in Hours Earned Each Fully Compensated Payroll Period for years of continuous service with the Employer for employees hired after January 1, 2013, effective January 1, 2019; and

WHEREAS, based on a separate initiative spearheaded by the Employer to create a uniform sick leave donation policy to be implemented by all County employees, the Employer and the Union have agreed to also revised and replaced Section 16 of Article 21 (p 47) with the Ingham County Sick Leave Donation Policy, which will cover all requests for sick leave donations for employees.

NOW, THEREFORE, IT IS HEREBY AGREED as follows:

RECEIVED
APR 10 2019
1. The Rates of Pay and Classification Scale found in Article 28 is amended, effective January 1, 2019, to reflect a 2% wage increase to all steps of each classification. The amended Rates of Pay and Classification Scale is attached hereto as Exhibit A and incorporated by reference into this Letter of Understanding.

2. Vacation accrual as specified in Article 20, Section 1, Schedule, shall be revised as follows:

**ARTICLE 20**

**VACATION**

**Section 1. Schedule.** Employees hired before January 1, 2013, shall earn vacation credits for each payroll period of eighty (80) compensated hours and pro-rata increments thereof according to the following schedule:

<table>
<thead>
<tr>
<th>Continuous Service</th>
<th>Hours Earned Each Payroll Period Worked</th>
</tr>
</thead>
<tbody>
<tr>
<td>One Year</td>
<td>3.384 hours (88)</td>
</tr>
<tr>
<td>Two Years</td>
<td>3.693 hours (96)</td>
</tr>
<tr>
<td>Three Years</td>
<td>4.000 hours (104)</td>
</tr>
<tr>
<td>Four through Eight Years</td>
<td>4.923 hours (128)</td>
</tr>
<tr>
<td>Nine Years</td>
<td>5.231 hours (136)</td>
</tr>
<tr>
<td>Ten through Fourteen Years</td>
<td>5.846 hours (152)</td>
</tr>
<tr>
<td>Fifteen through Nineteen Years</td>
<td>6.492 hours (168)</td>
</tr>
<tr>
<td>Twenty Years and Over Of Uninterrupted Employment</td>
<td>6.769 hours (176)</td>
</tr>
</tbody>
</table>

Employees hired on or after January 1, 2013, shall earn vacation credits according to the following schedule:
Eric Schertzing, Treasurer
Patrick Lindeman, Drain Commissioner
Scott Wigglesworth, Sheriff
Bryan Crenshaw, Chairperson
Ingham County Board of Commissioners

APPROVED AS TO FORM FOR
COUNTY OF INGHAM
COHL, STOKER & TOSCHEL, P.C.
By: David G. Stoker
EXHIBIT A

ARTICLE 28 - RATES OF PAY AND CLASSIFICATION SCALE

2019 RATES - EFFECTIVE the first pay period following January 1, 2019, or the effective date of ratification by both parties (+2% increase from 2018):

<table>
<thead>
<tr>
<th>GRADE</th>
<th>Step 1</th>
<th>Step 2</th>
<th>Step 3</th>
<th>Step 4</th>
<th>Step 5</th>
<th>Step 6</th>
<th>Step 7</th>
<th>Step 8</th>
<th>Step 9</th>
</tr>
</thead>
<tbody>
<tr>
<td>IT Prog Specialist/Applications Programmer</td>
<td>47,826.78</td>
<td>52,428.50</td>
<td>57,028.05</td>
<td>61,632.99</td>
<td>66,235.78</td>
<td>70,837.49</td>
<td>75,439.21</td>
<td>80,043.07</td>
<td>84,643.70</td>
</tr>
<tr>
<td>System Analyst</td>
<td>No longer in use</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Jail Nurse</td>
<td>51,671.24</td>
<td>54,157.37</td>
<td>56,737.68</td>
<td>59,477.55</td>
<td>62,328.86</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sr. Head Nurse</td>
<td>56,495.92</td>
<td>59,207.20</td>
<td>62,043.40</td>
<td>65,014.26</td>
<td>68,118.69</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>34,101.35</td>
<td>35,693.42</td>
<td>37,363.06</td>
<td>39,111.33</td>
<td>40,939.29</td>
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<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>36,507.78</td>
<td>38,216.19</td>
<td>40,001.06</td>
<td>41,872.13</td>
<td>43,828.28</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>38,985.29</td>
<td>40,807.87</td>
<td>42,715.56</td>
<td>44,712.66</td>
<td>46,803.45</td>
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<td></td>
<td></td>
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</tr>
<tr>
<td>4</td>
<td>41,643.77</td>
<td>43,590.23</td>
<td>45,628.26</td>
<td>47,759.99</td>
<td>49,994.07</td>
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<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>44,839.76</td>
<td>46,933.80</td>
<td>49,130.17</td>
<td>51,424.56</td>
<td>53,828.83</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>48,371.10</td>
<td>50,841.81</td>
<td>53,218.07</td>
<td>55,706.35</td>
<td>58,307.73</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>53,138.82</td>
<td>55,642.80</td>
<td>58,244.19</td>
<td>60,964.06</td>
<td>63,815.36</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>57,981.36</td>
<td>60,692.61</td>
<td>63,530.99</td>
<td>66,499.69</td>
<td>69,605.20</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>63,413.57</td>
<td>66,376.90</td>
<td>69,478.10</td>
<td>72,725.80</td>
<td>76,125.37</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>68,489.25</td>
<td>71,691.70</td>
<td>75,039.58</td>
<td>78,544.71</td>
<td>82,216.81</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>73,534.75</td>
<td>76,974.19</td>
<td>80,569.82</td>
<td>84,334.55</td>
<td>88,273.81</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>12</td>
<td>78,670.74</td>
<td>82,350.38</td>
<td>86,198.08</td>
<td>90,225.66</td>
<td>94,438.50</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**REDLINED SALARIES**

| P1 | No longer in use |
| P2 | No longer in use |
| P3 | Only step six in use. 54,524.67 |
| P4 | No longer in use |
| P5 | No longer in use |
| P6 | No longer in use |
| P7 | No longer in use |
| P8 | No longer in use |
| RD83 | N/A 60,692.61 | No further steps |
| RED5 | 59,761.93 | No further steps |
EXHIBIT B

ARTICLE 23, SECTION 16 - SICK TIME DONATION

See attached "Appendix A", Ingham County Sick Leave Donation Policy.
APPENDIX A

Sick Leave Donation Policy

Approved: XXX, XX XXXX
Resolution No. XX-XXX

A. Introduction

Ingham County places a great deal of importance on work attendance by employees and does provide for absences due to illness of the employee or an immediate family member. However, the County recognizes that there are times when unforeseen events happen when employees need assistance from their fellow employees due to FMLA qualifying events that result in need for sick leave (or leave time for employees of the Road Department) donations from other employees.

B. Guidelines

1. To be eligible to accept sick leave donations an employee:
   a. Must not be on probation.
   b. Must have an FMLA qualifying event that would cover the employee or the employee’s FMLA covered family members.
   c. Must have exhausted all forms of compensation as listed in their collective bargaining agreement.
   d. May be on collective bargaining unit or employment manual special leave due to exhaustion of FMLA.
   e. Must make a request for sick leave donations to their immediate supervisor.

2. To be eligible to donate sick time an employee:
   a. Must not be on probationary status.
   b. Must have at least 80 hours of sick leave in their accrual bank.
   c. Must respond to request for sick leave donation by the posted deadline.

3. Sick Leave Donations
   a. Employees who are eligible to donate sick leave may donate up to 40 hours of sick leave in a calendar year to a maximum of 3 people.
Sick Leave Donation Policy

b. Sick leave donations can be made to any Ingham County employee regardless of department or collective bargaining unit affiliation.

c. Sick leave donations will not affect the donating employee’s option to participate in annual sick leave buy out.

d. Employees must respond to requests for sick leave donations by the posted deadline in order to donate.

e. Employees may only make 1 sick leave donation request for each FMLA qualifying event which will result in an extended absence from work.

f. The employee will not earn any accruals while receiving sick leave donations.

4. Sick Leave Donation Process

a. An employee with a FMLA qualifying event who has exhausted all forms of compensation makes a request for sick leave donations to their immediate supervisor.

b. The supervisor contacts Human Resources (HR) with the sick leave donation request.

c. HR will verify that the employee is eligible to request sick leave donations.

d. Once verified HR will send out a sick leave donation request to all Ingham County employees. The request will include the following information:

  i. Employee name

  ii. Department

  iii. Collective bargaining unit (if any)

  iv. Deadline to donate

e. All requests for sick leave donations will be open for 3 weeks; no sick leave donations will be accepted after the posted deadline.

f. Employees who wish to donate their sick leave must respond to HR by the posted deadline with the name of the employee they wish to donate to and the number of sick leave hours they are donating.

g. HR will verify that employees who have donated are eligible to donate sick leave.

h. Sick leave donations will be utilized on a first come, first donated basis.

i. All sick leave donations received will be placed into the requesting employee’s donated sick leave accrual bank for their use. If there is a balance of donated sick leave upon the
employee's return to work, those hours will be placed in a County-wide sick leave donation bank.
Introduced by the County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION APPROVING THE COLLECTIVE BARGAINING AGREEMENT
WAGE REOPENER WITH THE INGHAM COUNTY EMPLOYEES ASSOCIATION,
COUNTY PROFESSIONALS UNIT

RESOLUTION # 18 – 524

WHEREAS, a collective bargaining agreement had been reached between representatives of Ingham County and the Ingham County Employees Association, County Professionals Unit 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 the Ingham County Employees Association, County Professionals Unit; 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 and for 3) adjusting the schedule whereby employees hired on or after January 1, 2013 earn vacation credits 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 the Ingham County Employees Association, County Professionals Unit.

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, subject to the approval as to form by the County Attorney.

BE IT FURTHER RESOLVED, that that 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.

COUNTY SERVICES: Yeas: Nolan, Grebner, Celentino, Maiville, Naeyaert
Nays: None   Absent: Sebolt, Hope   Approved 12/04/2018

FINANCE: Yeas: Grebner, Crenshaw, Morgan, Slaughter, Schafer
Nays: None   Absent: Tennis, Triplett   Approved 12/05/2018