Collective Bargaining Agreement

Between the Ingham County Board of Commissioners

and

Local #512
of the Office and Professional
Employees International Union

Supervisory Unit

January 1, 2018 to December 31, 2020
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AGREEMENT

THIS AGREEMENT entered into the 10 day of November, 2018, by and between the INGHAM COUNTY DEPARTMENT OF ROADS, hereinafter referred to as the Employer, and OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION, LOCAL 512, AFL-CIO, hereinafter referred to as the Union.

PREAMBLE

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

The Parties ascribe to the principle of equal opportunities and shall share equally the responsibilities for applying the provisions of this Agreement without discrimination as to race, creed, color, handicap, national origin, sex, age or political affiliation or beliefs.

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

The Employer herewith commits itself to a policy of non-discrimination in all its activities and declares itself to be an equal opportunity Employer, as such policy may be determined and as may be amended from time to time to comply with appropriate requirements imposed by state or federal law.

WITNESSETH

The general purpose of this Agreement is to set forth the wages, hours and working conditions which shall prevail for the duration of this Agreement and to promote orderly and peaceful labor relations for the mutual interest of the Employer, its employees and the Union. Recognizing that the interest of the Board and the job security of the Employees depend upon the Employer's ability to continue to provide proper services to the citizens of the County, the Employer and the Union, for and in consideration of the mutual promises, stipulations and conditions hereinafter specified, agree to bide by the terms and provisions set forth herein for the duration of this Agreement.

NOW THEREFORE, the parties have to agree as follows:
ARTICLE 1 - RECOGNITION

Pursuant to and in accordance with the applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Employer recognizes the Union as the sole and exclusive collective bargaining agency with regard to wages, hours and other conditions of employment for all of its full time and regular part time supervisors: Purchasing Agent, District Supervisor, Assistant District Supervisor, Equipment Repairs Supervisor, Sign & Signal Shop Supervisor, Fleet Manager, and Permits/Development Supervisor:

Excluding Design Engineer, Construction Engineer, Sign & Signal Shop Manager, Director of Engineering, Managing Director, Director of Operations, and all other employees.

ARTICLE 2 - UNION MEMBERSHIP DUES WITHHOLDING

Section 1: The Employer will not discriminate against any employee because of membership in the Union.

Section 2: Upon completion of ninety (90) days continuous employment by all full time, permanent employees, the Employer agrees to deduct Union dues or Union service fees to become effective the next payroll period commencing thereafter.

Section 3: The Employer agrees to deduct, on a bi-weekly basis, from the salary of each individual employee in the bargaining unit who becomes a member, the Union's dues, subject to all of the following conditions:

A. The Union shall obtain from each of its members a completed authorization form which shall conform to the respective state and federal law(s) concerning the subject, or any interpretation(s) thereof.

B. All check-off authorization forms as provided by the Union shall be filed with the Employer's Human Resources Director, who may return any incomplete or incorrectly completed forms to the Union's Treasurer, and no check-off shall be made until such deficiency is corrected.

C. All employees covered under this Agreement who voluntarily choose either membership in the Union or who voluntarily chose to pay Union representation fees shall have deducted from their wages the membership dues or representation fee, upon receipt by the Employer of a signed, written card, and which sum shall accurately represent the amount set by the Union. The representation fee shall include the employee's fair share of costs attributable to negotiating the terms of this Agreement and servicing the contract, which sum shall not include, by way of example but not by way of limitation, state, national or other dues and assessments, or other amounts for other Union activities.
D. 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. The Employer is not responsible for refunds to the employee if he/she has duplicated a checkoff deduction by direct payment to the Union.

E. The Employer's remittance shall be deemed correct if the Union does not give written notice to the Employer's 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.

F. The Union shall provide at least thirty (30) days written notice to the Human Resources Director of the amount of Union dues and/or representation fees and/or initiation fees 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 Employer's Human Resources Director at least thirty (30) days prior to its implementation.

G. The Union 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 any employee's pay of Union dues, representation fees and/or initial fees, or in reliance upon any list, notice, certification or authorization furnished under this Article. The Union assumes full responsibility for the disposition of the deductions so made once they have been sent to the Union.

Section 4: All existing employees and all employees hired, re-hired, reinstated or transferred into the bargaining unit after the effective date of this Agreement are eligible to voluntarily become members of the Union, or voluntarily pay a representation fee.

Section 5: Notice of New Hires. The Employer will provide the Union with notice of any new hires covered under this Agreement.

ARTICLE 3 - UNION REPRESENTATION

Section 1: All Employees covered by the Agreement shall be represented for the purposes of grievance procedure and negotiating by a bargaining committee to be chosen by the Union.

Section 2: The bargaining teams of both Union and Employer may be composed of not more than four (4) members without mutual consent. The Union shall notify the Employer, in writing, of the names of the Union bargaining team with their alternates, if such exists. During the contract negotiations only, the Employer shall pay two (2) members of the Union's bargaining team their regular rate not to exceed eight (8) hours
per regular workday, while engaged in negotiations. The names of those entitled to such payment shall be provided to the Employer prior to commencement of such negotiations.

Section 3: Committee persons, Union Officers, and alternates shall be governed by rules in the grievance procedure. Meetings of committee persons, Union Officers or alternates with supervisory personnel, or of the bargaining committee with the Employer representatives, shall be held at times mutually convenient. Committee persons, Union Officers and alternates will receive their usual compensation when such meetings are held during their regular working hours. A written agenda shall be furnished by the bargaining committee forty eight (48) hours in advance of such meetings.

Section 4: The names of the committee persons, Union Officers and alternates shall be given in writing to the Employer by the Union, and they shall not function as such prior to such notice to the Employer. Any changes shall be reported to the Employer in writing as far in advance as possible. Alternates shall not function under this Section except in the absence of the official for whom they are substituting.

Section 5: Representatives of the Union may attend meetings of the bargaining committee, as such, with representatives of the Employer.

Section 6: Any Union Officer having an individual grievance in connection with their own work may ask for another Union Officer to assist him/her in addressing the grievance.

ARTICLE 4 - SPECIAL CONFERENCES

Section 1: Special conferences will be arranged between the President of the Union and the Director of Administrative Services upon the request of either party subject to the mutual agreement of both parties.

Section 2: Such meetings shall have no more than two (2) representatives of the Union and two (2) representatives of the Employer in attendance. Additional individuals may attend with the agreement of the Parties.

ARTICLE 5 - MANAGEMENT RIGHTS

Section 1: The Union recognizes that the Employer reserves and retains, solely and exclusively, all rights to manage and operate the Employer's affairs. 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 Union as being retained and reserved by the Employer.

Section 2: Neither the constitutional nor the statutory rights, duties and obligations of the Employer shall in anyway whatsoever be abridged, unless specifically provided for
Section 3: The Employer shall have, within its discretion, the right to make, amend, supplement or delete rules, policies and regulations. The employee shall abide by any rule, policy, procedure or regulation established by the Employer. A supervising employee shall be familiar with all policies and procedures. The Union shall receive a copy of any new or modified rule, policy or regulation seventy-two (72) hours prior to its effective date, unless conditions warrant necessary immediate implementation. If there is concern regarding the fairness of the rule or rule change, the Union may request a special conference between the Union and the Employer to discuss the reasonableness of the rule. In no case will the rule or policy change or new rule or policy, become subject to the grievance procedure, unless the new rule or policy, or rule or policy change, is in conflict with the language of this Agreement.

Section 4: The Employer shall have the right to evaluate the employee on a regular basis for the purposes of work performance, skills and abilities, and attendance. This appraisal shall not impact the total compensation earned by the employee for the year. The Employer will select the appraisal tool.

Section 5:

A. The Employer shall have the right to reassign employees, irrespective of seniority, from one job classification to another or one location to another to cover for employees who are absent from work due to illness, accident, leave time, or leaves of absence for the period of such absence, or take care of unusual conditions or situations which may arise.

B. Notwithstanding any contrary provision, the Employer may, irrespective of seniority, assign or reassign employees to any location.

C. It is understood and agreed that any employee transferred in accordance with the provision of this section, shall not acquire any permanent title or right to the job to which he/she is transferred, but shall retain his/her seniority in the permanent classification from which he/she was transferred.

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

E. If an employee is transferred for the Employer’s convenience, as provided in this Section, to a job classification for which the rate range is lower than the rate range for his/her regular job classification, his/her hourly rate of pay shall not be reduced.
If an employee is transferred for the Employer's convenience as provided in this Section to a job classification for which the rate range is higher than the rate range for his/her regular job classification, his/her hourly rate of pay shall be increased upon completion of 30 calendar days in the transferred position, for those hours worked in the higher job classification after the 30 calendar days has expired.

**Section 6:** The Employer may subcontract work normally performed by the bargaining unit employees if and when, in its judgment, it does not have the available workforce, proper equipment and ability to perform such work within the required amount of time or during emergencies, or when most economically feasible for the Employer, provided this contracted work is not more than three (3) months in duration and related to an individual project or situation.

**Section 7:** It is understood and agreed that this Agreement replaces any and all practices, policies and procedures, and other agreements relating to the wages, hours and working conditions of the bargaining unit employees and that any previous fringe benefits or working conditions not incorporated in this Agreement by reference are negated.

**ARTICLE 6 - STRIKES AND LOCKOUTS**

**Section 1:** The Union agrees that neither the union, its agents nor its members will authorize, instigate, aid or engage in a work stoppage, slowdown, strike or other concerted activity which interferes with the operations of the Employer.

**Section 2:** Individual employees or groups of employees who instigate, aid or engage in a work stoppage, slowdown, strike or other concerted activity which interferes with the operations of the Employer, shall be subject to disciplinary action, up to and including discharge.

**Section 3:** The Employer agrees that there will be no lockouts.
ARTICLE 7 – EMPLOYEE DEFINITION

Section 1: Employees are considered permanent employees upon satisfactory completion of an initial hire probationary period.

A. All employees new to a classification must work 2080 regular hours in one position for the Employer to complete the probationary period. If an 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 2080 regular hours in the new position. Regular hours excludes overtime but includes use of Employer approved accrued leaves.

B. If transferred employees do not successfully complete probation, the Employer shall endeavor to replace the employee in his/her former (or similar) position, but is not required to do so.

C. New hires that do not successfully complete probation have no employment rights.

D. An employee who is hired for a period of six (6) months or less, and that time period begins seasonally (e.g. summer or winter) each calendar year, will be considered a temporary seasonal employee and shall not attain seniority in the bargaining unit, and shall not be represented by the Union. Temporary seasonal employees shall be compensated by wages only. Temporary seasonal employees are to supplement the bargaining unit and not replace or displace bargaining unit positions. A temporary 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 within this bargaining unit. Upon completion of six (6) months continuous work, temporary seasonal employees may not continue to work, or be rehired within six (6) months from the end of their employment period.

Section 2: Employees who are regularly scheduled for work forty (40) hours per week shall be considered as regular, full time employees. A permanent, regular full-time employee shall be entitled to benefits under this Agreement except where otherwise indicated.

Section 3: Employment dates shall reflect: the initial date of hire, where the employee began his/her first full day of work; and the classification date, where the employee began work in a new permanent position. Classification dates will be used for compensation purposes.
ARTICLE 8 – EMPLOYEE SEPARATION

Section 1: Layoff. Should a reduction in work force occur, the Employer shall determine the classifications to be affected. If a reduction in force occurs, probationary employees shall be laid off first, and regular full-time employees shall be laid off last in the affected classification. Regular full-time employees' order of lay-off will be determined by least amount of continuous service time, as actual time worked from date of hire into the Department of Roads, including any paid leave time. Any employee on layoff status will not accrue additional seniority or leave time, nor will they lose seniority accrued prior to layoff.

Employees laid off shall have a right to recall within the one-year period, in the reverse order of the layoff. Any employee laid-off will remain active on the payroll and shall be paid leave time pay at the rate of eight (8) hours per day until credited leave time is exhausted. If, during the one-year duration, the employee requests that the layoff become permanent, he/she then shall have waived the right of recall and his/her credited sick bank payout (if any) may be processed. The last day paid shall be considered the last day of employment (separation day). The employee once separated, shall receive a lump-sum payment for one-half (½) of his/her credited sick bank. The remaining one-half (½) of the sick time is forfeited. If the employee has been recalled to work within the one-year period and declines the recall, it will be considered a resignation and his/her credited sick banks will be forfeited.

Section 2: Recall and Bumping Rights. Any employee laid off or bumped due to a reduction in force shall retain the right to bump the least senior employee within, first, the same bargaining unit classification, then, second, the least senior employee in any lower bargaining unit classification, provided the employee is qualified to perform the work as determined with the sole discretion of the Employer and has more seniority than the employee he/she wants to bump.

Any employee laid off or bumped due to a reduction in force shall maintain seniority priority rights of recall to be applied according to reverse layoff order. The employee with the most seniority shall be the first recalled, provided the employee is qualified to perform the work.

Section 3: Termination.

A. Any employee who resigns from employment with the Department of Roads is expected to provide a minimum of two (2) weeks’ notice. Any employee who is absent for three or more days without notification to his/her immediate supervisor will be considered absent without leave (AWOL) and shall be deemed resigned from employment. Just or reasonable cause for failure to provide notice to the Employer shall be considered by the Employer before termination is processed.
B. All terminated employees shall be provided with an opportunity to participate in an exit interview, shall provide any change of address for payroll and COBRA considerations, and shall make arrangements for any insurance options available to them.

**ARTICLE 9 - DISCIPLINARY ACTIONS**

**Section 1:**

A. The Employer shall have the right to invoke such discipline, as is equitable, up to, and including, discharge upon an employee for just cause shown.

B. "Discipline", as used in this Agreement, shall mean any action from an oral reprimand, stated to be an "oral/verbal reprimand", to any action which results in loss of pay and/or discharge. Written counseling reports shall not become part of the personnel file, but may be held in a separate file by management.

C. In imposing discipline, the Employer shall not consider or take into account any prior infractions of any kind which occurred more than two (2) calendar years prior to the instant infraction.

D. Prior to imposing any discipline, the Employer shall provide the employee with notice of the proposed discipline, as well as the specifics of the violation, including the rule or policy violated. Prior to any discipline being imposed, the employee will be afforded the opportunity to counsel with a union representative and have that representative available at the imposition of the discipline.

E. All disciplinary action shall be grievable in accordance with the terms of this Agreement, and any discipline which results in a loss of pay shall be directly grievable to the next step higher in the grievance procedure than the person issuing it.

**Section 2:**

A. No disciplinary action shall be taken without just cause. The Employer agrees that it will utilize the principles of progressive and corrective discipline in determining disciplinary penalties. The principles of due process consistent with just cause shall be followed in the issuance of any discipline.
B. The discharge or discipline of an employee shall remain in the sole discretion of the employer.

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

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

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

F. Disciplinary Actions. Disciplinary actions may be taken by the Managing Director, the Department Director or designee against an employee for violation of policies and violation of work rules, insubordination, misconduct, violation of law, damage to property or equipment, failure to perform job duties, and conduct similar to the above.

   (1) Disciplinary actions may include verbal reprimand, written reprimand, suspension without pay, demotion or dismissal.

   (2) Verbal reprimands of employees shall be noted in the personnel file of the employee.

   (3) All other disciplinary actions shall be in writing, shall state the effective date of such action, and a copy provided to the employee.

   (4) An employee who receives disciplinary action may appeal any such action by using the Contract Grievance Procedure.

G. Discharge. Employees discharged shall be paid through the day the dismissal becomes effective.
(1) Final pay will include payment consistent with the terms and conditions of this Contract consistent with termination of employment.

**ARTICLE 10- GRIEVANCE PROCEDURE**

**Section 1:** A grievance is defined as a claim advanced by an employee who believes a violation of a provision of this Agreement occurred.

A. Any grievance filed shall refer to the specific provision alleged to have been violated and shall adequately set forth the facts pertaining to the alleged violation.

B. All grievances shall be commenced within three (3) work days after the grievance has become known, or should reasonably have been known, by the employee.

C. Any claims not conforming to the provisions of this definition shall be automatically defined as not constituting a valid grievance.

**Section 2:** An employee having a grievance in connection with the terms of this Agreement shall present it as follows:

**STEP 1:**

A. The grievance shall be reduced to writing by the employee and presented to his/her immediate supervisor within said three (3) work day period requesting that the grievance be adjusted.

   (1) The Employer shall furnish a copy of the grievance to the Union.

B. The supervisor will meet with the employee to discuss the grievance and will attempt to respond to said grievance no more that six (6) work days after the grievance has been presented to the supervisor.

   (1) The employee shall suffer no loss of pay for the time spent with the supervisor to discuss the grievance.

**STEP 2:**

A. If the answer of the supervisor received in Step 1 is not satisfactory to the employee, he/she shall, within five (5) work days of receipt of the answer in Step 1, submit the grievance in writing to the Department Head or his designee.
B. The Department Head or his designee may hold a meeting with the affected employee and the Union Representative.

C. The Department Head shall submit an answer in writing within five (5) work days.

(1) A copy of the answer shall be furnished to the Union by the Employer.

STEP 3:

A. If the answer of the Department Head or his designee received in Step 2 is not satisfactory to the employee, the Union representative, within five (5) work days thereafter, shall submit notice of appeal to the Human Resources Director.

B. The Human Resources Director, Department Head or his designee, the affected employee and Union representative may meet within seven (7) work days after the submission of the grievance under Step 3.

C. The Human Resources Director shall give a written answer within five (5) work days following the meeting.

STEP 4:

A. If the decision of Step 3 is unsatisfactory to the employee and the Union, by mutual agreement, the parties may solicit the assistance of the State Mediator in resolution of the grievance.

B. The Mediator will not have the authority to impose a resolution unless both parties inform him/her in advance that they will accept his/her opinion as binding.

Section 3: Arbitration. If the recommendation of the Mediator is unsatisfactory to either party, said dispute may be submitted within fifteen (15) work days for arbitration in accordance with the procedures and rules of the Federal Mediation and Conciliation Service (FMCS) or MERC at the Unions option.

A. The fees and approved expenses of said arbitration shall be borne equally by the Employer and the Union.

B. In the event it should be decided, under the grievance procedure, that the employee was unjustly discharged or suspended, the Arbitrator may
reinstate such employee with full compensation, partial compensation, or no compensation as may be decided upon under the grievance procedure, which compensation, if any, shall be at the rate of the employee's straight time earnings during the pay period immediately preceding the date of the discharge or suspension, less such straight time compensation as he/she may have earned at other employment during such period, unless the employee held said employment at the time of his/her suspension.

Section 4:

A. For the purpose of time limits under this Agreement, wherever the words "working days" are used they shall be defined as those days which are scheduled for work between Monday and Friday, both inclusive, excluding holidays recognized under this Agreement.

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

C. Any employee who is given disciplinary time off or discharge may be processed initially at one step higher than the person issuing the discharge or disciplinary time off.

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

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

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

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

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

Section 5: Notwithstanding any other provisions hereof, any employee may elect to present or pursue such employee's grievance up to, but not including, arbitration under this Article without assistance from or representation by the Union. A copy of the Grievance and any agreement reached shall be given to the Union.
Section 6: Election of Remedies.

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

B. If any employee elects to use the grievance procedure provided for under this contract and subsequently elects to utilize a statutory remedy, then the grievance shall be deemed to have been withdrawn and the grievance procedure provided for hereunder shall not be applicable. This provision shall not 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 11 - WORK SCHEDULE AND HOURS OF WORK

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

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

(1) Night Patrol: The Night Patrol shall be a flexible shift which shall be determined by the Director of Operations or their designee and be a normal eight (8) hour work day and shall consist of forty (40) hours, Sunday night through Thursday night, or Monday night through Friday night, during the months or portions thereof as determined by the
Employer, which period of time shall run consecutively. Night Patrol premium for employees working "Night Patrol" shall be paid 75¢ per hour paid on a payroll period basis.

B. Change in Work Schedule: With a ten (10) work day notice the Employer may institute a four (4) day, ten (10) hour day work week.

(1) In such event overtime will be paid for work over forty (40) hours in a week.

(2) In the event the Employer implements ten (10) hour days, holidays which fall on days which would otherwise be workdays will be paid as 10 hour days.

Section 2: Work Breaks. Employees shall be entitled to a rest or break period of not to exceed fifteen (15) minutes duration at the midpoint of the first half of their eight (8) hour shift and of not to exceed fifteen (15) minutes duration at the midpoint of the second half of their eight (8) hour shift.

A. It is understood and agreed that the timing of the break period may vary depending upon the nature of the work being performed by the employee at the time.

B. It is recognized that under certain conditions it will be impossible or impractical for employees to take a break period until the urgent or critical aspect of the job then being performed has been completed.

(1) Therefore, an employee's immediate supervisor has the right to determine when a break period may be taken. Work breaks do not accumulate if not taken.

C. After working nine (9) consecutive hours, an employee shall be granted a one-half (½) hour paid break if the shift is scheduled to last at least two (2) additional hours after the paid break.

Section 3: Employees shall be required to be ready to start work at the start of their shift and shall be required to remain at work until the end of their shift except as above provided and except for a one (1) hour unpaid lunch period at the midpoint of their eight (8) hour shift. Travel time shall be included in the one (1) hour lunch period.

Section 4: Overtime.

A. A department head shall require overtime to meet operational needs.
(1) When overtime is to be worked, the Employer will endeavor to give the employees involved reasonable advance notice, if possible. If the Employer notifies an employee at or before the end of his/her regular shift before the overtime is to be worked, the Employer shall have the right to require such employee to work the overtime.

B. Overtime shall consist of any and all time approved by the department head to be worked by an employee in excess of forty (40) compensated hours in seven (7) consecutive days.

(1) Prior approval of overtime hours is required by the supervisor or department head.

C. An employee shall be compensated for overtime worked at the rate of time and one-half their regular rate of pay or shall receive compensatory time as stated below.

(1) Compensatory Time. Employees may request compensatory time at the rate earned, either time and one-half (1 and 1/2) or double time, in lieu of overtime payment if agreed to by his/her supervisor. If the employee's supervisor does not agree, the employee shall receive normal overtime payment.

(a) Compensatory time may be accumulated to a maximum of eighty (80) hours per year. Any overtime worked after an employee has accumulated eighty (80) hours of comp time, per year, shall be paid at overtime rates.

(b) The use of compensatory time shall be mutually agreed upon by the affected employee and his/her supervisor.

D. Complete records of overtime shall be maintained by the Employer.

E. When overtime is to be worked, the Employer will endeavor to give the employees involved reasonable advance notice, if possible. If the Employer notifies an employee at or before the end of his/her regular shift before the overtime is to be worked, the Employer shall have the right to require such employee to work the overtime.

Section 5: On Call. Supervisors or their assistants may be placed on "On-Call" status by the Managing Director or his/her designee.

A. Employees who are on "On-Call" status shall respond effectively to all calls forwarded by the Managing Director or his/her designee. Any employee who is called into work shall receive a minimum 1 hour base
pay.

B. Effective at the time of ratification of this Agreement Employees assigned by the Employer to be on-call shall receive $20.00 per day for each day so assigned.

Section 6: Sundays. When an employee is required to work on Sunday, he/she shall be paid double his/her straight time hourly earnings for the hours so worked, except where an employee’s work week commences other than on a Monday. In such case, double the employee's straight time regular rate of pay shall be paid for all work performed on the seventh (7th) consecutive calendar day from the commencement of the regular scheduled work week.

ARTICLE 12 – PAY PRACTICES

Section 1: 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.

Section 2: Deferred Compensation Plan: Plan documents are available to all employees who may defer compensation to the Plan as permitted by law, at any point throughout the calendar year.

Section 3: Flexible Spending Account: All employees shall be eligible to participate in the Flexible Spending Account established by the Employer, as an opportunity to contribute employee dollars on a pre-tax basis through payroll deduction. Eligible expenses under this account shall comply with the regulations of IRS Section 125. Participation in a Flexible Spending Account must be requested during the benefits open enrollment period.

Section 4: Employees promoted to a position will be compensated at a step minimally equal to their current rate of pay. Employees externally hired at the position will be compensated at the starting rate or a rate commensurate with experience. Any step increases will be in accordance with an established pay schedule and will not occur until probation is satisfactorily completed. Step increases will be implemented the first full pay period following the employee’s position anniversary date.

Section 5: For any employee who voluntarily moves to a lower paying position, the employee shall be placed at the Step in the lower paying position’s salary scale that results in at least a 5% reduction in the employee’s current pay. If a lower step reflecting at least a 5% reduction does not exist, then the employee will move to the first step in the lower paying position’s salary scale that results in a reduction. In no event will the new salary be less than the minimum of the new salary grade.
ARTICLE 13 - LEAVES OF ABSENCE

Section 1: The parties agree to comply with the Family and Medical Leave Act provisions and the regulations promulgated thereunder.

Section 2: Leave time and holiday benefits which have been earned prior to an approved leave of absence will be retained, but will not accumulate or be made available to the employee during unpaid leaves of absence.

Section 3: Special Leave.

A. Upon the request of the employee, in addition to leaves authorized above, a Department Head may authorize an employee to be absent without pay for personal reasons for a period or periods not to exceed ten (10) work days in any calendar year.

B. 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.

C. Employees on special leaves may be temporarily replaced by temporary employees.

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

Section 5: Jury Duty.

A. 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.

   (1) 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.

   (2) 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 6: Compassionate (Funeral) Leave.

A. If a death occurs among a member of an employee’s immediate family, the employee will be excused from work to attend the funeral and make other necessary arrangements up to a maximum of forty (40) work hours, twenty-four (24) of which will be with pay and, if necessary, sixteen (16) additional hours to be charged against earned leave time.

   (1) Immediate family is defined as: spouse, children, parents, father-in-law, mother-in-law, brother, sister, step-sister, step-brother, and grandchildren.

   (2) Employees shall have the benefit of a maximum of forty (40) consecutive hours from work to arrange or attend the funeral in the event of the death of a spouse, child, parent, parent-in-law, step-child or step-parent, under a continuation of Section 5 of Article 15 of the predecessor Contract between the Union and the Ingham County Road Department for the duration of this Contract at which time this provision will expire on December 31, 2015.

   (3) At the option of the employee, any additional time used by the employee must be charged against the employee’s leave time.

B. The employee shall be allowed eight (8) hours with pay for the day of the funeral in the case of the death of an uncle, aunt, nephew, or niece.

C. Sixteen (16) hours for step-mother, step-father, brother-in-law, sister-in-law, daughter-in-law, son-in-law, grandfather, or grandmother to be charged against earned leave time.

D. Upon approval of the Department Head, eight (8) additional hours may be granted, to be charged against leave time.

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

F. If the Employer requests proof of death, the employee must present such proof in order to receive the payment for lost wages herein authorized.

Section 7: Union Leave. The Employer agrees to grant time off without loss of seniority and without loss of pay to any employee designated by the Union to attend a labor convention, conference or other official Union business, provided that:
A. Ten (10) days’ written notice is given to the Employer by the Union specifying the length of time off requested;

B. No more than one (1) employee shall be granted such time off for such purpose at any one time, and;

C. The Employer's responsibility is limited to a total of three (3) paid days or a total of 24 hours per calendar year for the whole of the Union membership.

Section 8: Insurance Continuation. When an employee is on a Leave of Absence the Employer shall continue to pay the Employer's portion of the premium for group life insurance and health insurance. The Employee shall also continue to pay his/her portion of the premium.

ARTICLE 14 - LEAVE TIME

Section 1: All employees shall be credited with 16 hours of leave time in January of each year, in lieu of floating holidays, and shall earn leave time at a rate in accordance with the following schedule:

<table>
<thead>
<tr>
<th>YEARS OF CONTINUOUS SERVICE</th>
<th>NUMBER OF LEAVE TIME HOURS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Date of Hire to fifth anniversary date</td>
<td>6.5 Hours per pay period</td>
</tr>
<tr>
<td>Fifth to thirteenth anniversary date</td>
<td>8 Hours per pay period</td>
</tr>
<tr>
<td>Thirteenth anniversary date +</td>
<td>11 Hours per pay period</td>
</tr>
</tbody>
</table>

Section 2: Vacation Bonus. Effective the first full pay period in January of each calendar year, each full-time employee will be credited with twenty-eight (28) hours of vacation bonus to be used during the calendar year.

A. Any portion of the vacation bonus hours not taken during the calendar year will be lost. This vacation bonus will not accumulate nor will it be paid upon termination. For newly hired and departing employees, vacation bonus shall be earned pro-rata, based on the employee's start or end date during the calendar year. Employees who do not remain 12 months for of any year shall have any vacation bonus paid, deducted from their last paycheck pro-rata, based upon the total number of months worked; excluding retirees who immediately retire and are eligible for retirement benefits.
B. Part-time employees will be credited with vacation bonus pro-rata at 50% the rate of full-time employees, and three quarter time employees shall earn 75% the rate of full-time employees.

Section 3: Following six (6) months of employment, an employee may apply to use any accumulated leave time, but leave time may not be used prior to the pay period in which it is earned. Leave time may not be borrowed from the future or other employees.

Section 4: Employees shall take their leave time in increments of not less than one-half (1/2) hour.

Section 5: Leave time requests for pre-scheduled absences should be made at least seven (7) days prior to the time the time off is to start, except in the case of an emergency.

Section 6: In the case of accident, illness or some other circumstance where it is not possible to schedule time off in advance, leave time may be used with notice to the employee’s supervisor one half (½) hour prior to the employee’s scheduled starting time.

Section 7: Unused leave hours accumulated in excess of 480 hours shall be paid to the employee at the rate of 50% the first pay period of each calendar year.

Section 8: An employee who has completed a classification probation will receive a lump sum payment for 50% of any unused leave time upon termination of employment unless the employee was fired for just cause and not reinstated through the grievance procedure.

Section 9: Upon death or retirement under the Municipal Employees Retirement System, an employee (or his/her estate) shall be paid a lump sum payment of 75% of unused leave time.

Section 10: Banked Sick Leave. Unused sick leave hours accumulated prior to the implementation of the leave time program shall be kept in a segregated time bank and may be used, at the discretion of the employee, to pay for absences due to personal illness or illness in the employee’s family in lieu of payment from accumulated leave time.

Payment of banked unused sick leave days upon death or retirement under the Michigan Municipal Employees Retirement System shall be made to the employee or his/her estate at the hourly rate he/she was paid on the last day he/she worked in accordance with the following schedule:
Up to twenty years of service... at the rate of 75%
From twenty to twenty-five years of service... 80%
Completion of twenty-five years of service... 85%

ARTICLE 15 – HOLIDAYS

Section 1: All regular, full or part-time employees shall be granted one day’s paid leave, at their regular daily rate of pay, on the following recognized holidays:

- New Years’ Day
- Martin Luther King Day
- Good Friday
- Memorial Day
- Independence Day
- Veteran’s Day
- Thanksgiving Day
- The Day after Thanksgiving Day
- Christmas Eve
- Christmas Day
- Labor Day

If any of the preceding Holidays shall fall on Saturday, it shall be observed on the preceding Friday. If the holiday falls on a Sunday, it shall be observed on the following Monday. If Christmas Day falls on Sunday or Monday, Christmas Eve shall be observed on the preceding Friday. If Christmas Day falls on a Saturday, Christmas Eve shall be observed on the preceding Thursday. One (1) day’s pay shall constitute eight (8) hours of pay at the employee’s regular rate at the time such holiday occurs.

Section 2: To be eligible for Holiday Pay, an employee must have worked the last regularly scheduled work day immediately preceding the holiday, and the first regularly scheduled work day immediately following the holiday, unless his/her absences have been previously approved by the Employer. An employee who is absent due to layoff, unpaid medical leave, or Worker’s Compensation leave shall receive holiday pay for any holidays which occur within the first seven days of such leaves for which he/she would otherwise have been eligible to be paid, but for the leave.

Section 3:

A. If an employee is required to work on any of the Holidays listed in Section 1 above, in addition to his/her regular Holiday Pay, he/she shall be paid at the premium rate of one and one-half (1 ½) times their regular hourly rate, for all hours so worked.

B. If a recognized Holiday occurs during an employee’s scheduled leave time, he/she shall receive Holiday Pay for that day and not be charged leave time usage for it.

Section 4: Refer to Article 14, above, for Floating Holidays.
ARTICLE 16 - HEALTH INSURANCE

Section 1:

A. Health Insurance Program.

The EMPLOYER will pay for the Standard Plan up to the maximum EMPLOYER obligation under PA 152 as determined by the County Board. The parties recognize that this Article is subject to the requirements of the federal Patient Protection and Affordable Care Act (P.L. 111-148), the Health Care and Education Reconciliation Act of 2010 (P.L. 111-152), and the Michigan Publicly Funded Health Insurance Contribution Act, 2011 Public Act 152, as amended (MCL 15.561 et seq.).

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

Effective January 1, 2018, the Employer will offer the health insurance programs ratified by the Employer and the Union following the recommendation from the Health Care Coalition. The description of the plan(s) are located at: [http://pe.ingham.org/EMPLOYEEBENEFITS.aspx](http://pe.ingham.org/EMPLOYEEBENEFITS.aspx)

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:** An employee shall become covered upon completion of the required forms and upon his/her acceptance by the carrier as a participant. The EMPLOYER shall pay the entire premium cost for full family coverage for each eligible full-time employee, except as otherwise provided hereunder. Payroll deductions will be made for any additional cost as provided under this Article.

**Section 3:** The EMPLOYER reserves the right to substitute another carrier, provided the fundamental provisions of the above coverage will not be changed.

**Section 4:** In the event that a non-probationary employee is laid off, he/she may retain medical coverage as provided by COBRA, providing he/she pays the full premium cost of the insurance. Provided further, that such payment is authorized by the insurance carrier.

**Section 5:** 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>Payment Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Full Family</td>
<td>$244.77 if participating prior to 1/1/2007</td>
</tr>
<tr>
<td>2-Person</td>
<td>$217.86 if participating prior to 1/1/2007</td>
</tr>
<tr>
<td>Single</td>
<td>$128.65 if participating prior to 1/1/2007</td>
</tr>
</tbody>
</table>

New enrollment on or after 1/1/2007 = $128.65

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 6: Dual Coverage. In the event a husband and wife are both employees of the County, or any of the Courts of Ingham County, the payment provisions in lieu of health insurance coverage as stated under Section 5 shall be mandatory. Those employees shall not be permitted to have double health insurance coverage from the same or different options noted in this Article. They are entitled to two individual single plans with the County as required under ACA or they can choose 2-person coverage. Employees losing medical coverage from their spouse shall notify the County Financial Services Department in time so that the employee may re-enroll in a health care plan beginning the first day of the month following the loss of alternate coverage. For employees participating in the waiver plan prior to January 1, 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 7: Employees will be eligible for the VSP Group Vision Care Plan that is in effect for the managers, being Vision Service Plan B. Eyes exams will be provided every 12 months with a $10.00 copay at participating providers. Frames and lenses will be provided every 24 months ($115.00 retail allowance) with a $25.00 copay. Lenses may also be obtained at 12 months if there is a medical/optical need. In lieu of the lens and frame benefits, contact lenses may be substituted. Those employees on probation will be eligible the beginning of their 7th month of employment, if they successfully complete probation.

Effective the first of the month, following thirty (30) days after execution of this contract, the Employer shall provide the VSP Group Vision Care Plan that is in effect for the managers, to shared-time employees.

Section 8: Effective the first of the month following 30 days after execution of the contract by all the parties in 2003, 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.

Section 9: Health Care Cost Containment Committee. The EMPLOYER and the UNION 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, including travel time, for sending up to two (2) representatives to the Committee, who may attend without loss of pay. Members attending must arrange their schedule, with notice to their Manager.

C. The Committee shall meet at the mutually agreed upon times agreed to by the Employer and the bargaining unit Committee representatives. Minutes of each meeting shall be taken.

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 procedure.

Section 10: 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 the 2018 employee premium cost share.

ARTICLE 17 - LIFE INSURANCE

Section 1: The Employer shall provide a forty thousand dollar ($40,000.00) term life insurance policy with eighty thousand dollar ($80,000.00) for accidental death or dismemberment, effective the first of the month following the employee's date of hire, subject to policy conditions.

Section 2: The Employer shall make available at employee's sole expense through payroll deduction a group life insurance rider to cover eligible dependents to the extent, and subject to, the conditions of the insurance carrier, if such option can be provided by the County’s insurance carrier.

Section 3: Life insurance coverage for bargaining unit employees shall continue to be provided for a period of six (6) calendar months while that employee is receiving Workers' Compensation disability payments.

ARTICLE 18 - LONG TERM DISABILITY

Section 1: The Employer shall provide Long Term Disability (LTD) insurance coverage with a benefit of fifty percent (50%) of the base salary capped at $2500.00 per month beginning after a ninety (90) day elimination period and not to exceed two years (104
weeks).

**Section 2:** The Employer and/or the Carrier may require medical verification as it deems appropriate. Upon reaching the ninety (90) day threshold for benefits under this section the employee will be paid by the LTD provider.

**Section 3:** Employees may use accumulated leave time to supplement long term disability payments up to their normal weekly base wage. Sick time may be used to supplement long term disability payments.

**ARTICLE 19 - WORKERS COMPENSATION**

**Section 1:** Pursuant to Michigan law, the Employer provides, at its sole expense, workers' compensation coverage for each employee covered by this Agreement.

**Section 2:** Use of Accumulated Leave Time When on Workers' Compensation. Employees in the bargaining unit are permitted to use accrued leave time while on a workers' compensation leave of absence as provided below:

A. Employees shall not accrue leave time while drawing workers' compensation wage loss benefits. All other fringe benefits shall terminate after an employee is off work on a workers' compensation leave of absence for ninety (90) days.

B. Employees who have accumulated leave time are permitted to use their accrued leave time as a supplement to workers' compensation, not to exceed 100% of normal base salary minus normal tax deductions and other deductions.

**ARTICLE 20 - RETIREMENT**

**Section 1:**

A. The Employer shall provide the MERS B4 Plan along with FAC 3 and F55-20 and V-8. Effective at the time of ratification, employees will contribute toward the cost of this defined benefit (DB) plan 1.2% of wages. (Employees shall be provided with a payment plan to pay the accrued retroactive payment, i.e. 1.2% of wages.)

B. Effective January 1, 2009, the Employer will provide the MERS V8 plan. The existing requirement is that employees do not receive retiree health coverage if there is a break in service before they receive retirement benefits. However, that does not apply when an employee has a medical
condition prior to retirement which does not allow him/her to work for any other employer.

C. For employees hired or appointed on or after July 1, 2011, the Employer shall provide the Municipal Employees' Retirement Defined Benefit Plan with a 1½% multiplier, 10 year vesting, F.A.C. 5 and retirement age of 60. Effective at the time of ratification, employees will contribute toward the cost of this defined benefit (DB) plan 1.2% of wages.

D. For employees hired on or after January 1, 2014, the Employer shall provide a MERS Hybrid Plan. The Hybrid Plan will consist of a Defined Benefit (DB) component with a 1.25% Benefit Multiplier and a Defined Contribution (DC) component.

(i) The DB component of the Plan shall provide for vesting at six (6) years of service and shall have a FAC 3 Years. The regular retirement age shall be 60 years with a minimum of six (6) years of service.

(ii) The County and the Employee will contribute to the Defined Contribution (DC) component of the Plan. The Employee contribution shall be a minimum of 1% of the Employee’s payroll and the Employer shall match the Employee’s contribution up to 1.0% of payroll. 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.

E. 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 Commissioner.

F. The Employer will pay the management fee to maintain any covered employee’s Post Employment Health Plan (PEHP) account.

Section 2: Coverage for Retirees Hired Prior to July 1, 2011:

A. Health Insurance Program.

(1) The Employer shall pay the premiums for health insurance coverage (excluding the portion attributable to the prescription drug rider, which the retiree may waive if permitted by the insurance carrier) for employees and their dependents who retire and immediately draw a retirement benefit from the Municipal Employees Retirement System
(MERS), including those who retire under the disability provisions of MERS, except as modified below under (C).

Retirees under the age of 65 years shall be covered by the plan and benefit levels provided to active County employees as set forth below.

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.

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

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

(3) Health coverage for retirees age 65 and older shall be supplemental to, coordinate benefits with, and be secondary payer to Medicare. (See Ingham County Retiree Health Benefit Plan Summary)

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

(b) A retiree who loses health coverage from another source shall notify the Employer in time for the Employer to re-enroll the retiree under the Employer's coverage.

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

C. The obligation of the Employer to pay the premiums for the retiree and/or his/her dependents shall cease in the event that comparable health insurance is available to the retiree and/or his/her dependents through another employer or another source. Further, there shall be a requirement to coordinate with any other available...
health insurance, Medicare, Medicaid, Federal insurance or any other health insurance which may be available in part or in whole to the retired employee and/or his/her dependents.

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

Section 3: Coverage for Retirees Hired After July 1, 2011:

A. Health Insurance Program.

Any employee hired on or after July 1, 2011, shall only be entitled to single subscriber health insurance for the retiree. Retirees under the age of 65 years shall be covered by the plan and benefit levels provided to active County employees as set forth below.

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.

**Premiums.** Effective January 1, 2018, the Employer agrees to pay the full premium for eligible retirees for hospitalization coverage outlined in Section A above, up to the following amounts:

\[
\text{Retirees} = \$416.24
\]

The 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 retiree.

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

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

**Section 4:** Employees hired on or after January 1, 2014:

A. **Retiree health insurance benefits will be provided as follows:**
After 10 years of service, the Employer shall contribute 50% of the cost of active employee single coverage.

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

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

The Employer's contributions shall be capped at the above percentage amounts of the existing contribution for current employees for single health care coverage.

Employees shall not be eligible for Employer paid retiree health until they reach 60 years of age.

ARTICLE 21 - WAGES

Section 1: Effective the first full pay period following January 1, 2018, a wage increase of 1% above 2017 and a 0% increase with the option for re-openers in year 2 and 3 of the Agreement as set forth below. (APPENDIX A - PAY SCHEDULE)

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

Section 3: Re-opener 2: On or after August 1, 2019, either party may choose two issues for a re-opener, to take effect on or after January 1, 2020, by giving notice to the other party no later than December 1, 2019. If the issues for a re-opener are not presented in time the opportunity for a re-opener shall be waived and the contract will continue in full force and effect until December 31, 2020.

ARTICLE 22 - LONGEVITY PLAN

Section 1:

A. All full-time employees hired prior to January 1, 2014, having completed four (4) years of continuous employment prior to December 1st, shall be eligible to receive a longevity bonus for service with the Employer.
Employees shall have their original dates of hire recognized as their dates of hire with Ingham County for purposes of longevity computation under this article.

B. Payments to employees who become eligible by operation of their date of hire, prior to December 1st of any year, shall be due the first regular working day of December.

C. Any employee must have completed continuous full-time service equal to the service required for original eligibility, plus one (1) additional year of continuous regular full-time employment for each additional annual payment.

(1) The longevity bonus payment schedule shall be as follows:

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

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

Section 2: Employees whose service with the Employer terminates because of service or disability retirement shall be paid a prorated bonus when they retire based on the number of calendar months of full-time active service credited to them from the preceding December 1st to the date of cessation of their active employment. An employee whose employment with the Employer terminates for other reasons prior to December 1st shall not be eligible to receive a longevity bonus. The County shall have thirty days (30) days between verification of eligibility and payment processing.

Section 3: An employee on an unpaid leave of absence due to illness during the twelve (12) months eligibility period for a longevity payment, other than the initial payment, shall receive a pro-rated payment based on the number of complete months s/he received full compensation. An employee on an unpaid leave of absence due to other than illness shall not be eligible to receive a longevity bonus.

Section 4: Employees hired on or after January 1, 2014 are not eligible to receive
longevity bonus for service with the Employer.

Section 5: Employees who work part-time or three-quarter time shall receive longevity computed as a percentage of the employee's annual base salary on a pro-rata basis up to a maximum of $10,000 for part-time employees and $15,000 for three-quarter employees.

Section 6: 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 7: It is expressly understood and agreed that workers' disability compensation is not considered paid time or "compensation".

Section 8:

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

B. If, prior to the completion of the initial four (4) year eligibility period, an eligible employee would not lose all prior years of service for the initial longevity period for an approved unpaid leave of ninety (90) days or less. However, for a leave of ninety-one (91) days or more, s/he would forfeit all prior years and would have to start over again to qualify for the initial four (4) years of continuous service. The employee would lose the year in which the leave of absence occurs for the ninety (90) days or less for computing longevity.

C. Once an employee qualifies for longevity by satisfying four (4) years of continuous service, those years are not subject to forfeiture regardless of a future leave of service.

ARTICLE 23 - GENERAL PROVISIONS

Section 1: Safety. The Board has established a Safety Program including a Safety Committee with appropriate supervisory employees and a written safety policy as part of its present Safety Program. Unusual and extremely dangerous hazards and all serious violations of the Safety Code shall be immediately reported, in writing, to the Managing
Section 1: The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

Section 2: Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waive the right, and each agree that the other shall not be obligated to bargain collectively with respect to any subject or matter not referred to or not covered in this Agreement.

Section 3: The terms and conditions of this Agreement supersedes and controls any and all practices, policies and procedures of the Employer to the extent inconsistent herewith for the duration of this Agreement.

ARTICLE 26 - EMERGENCY MANAGER

An Emergency Manager appointed under the Local Government and School District Fiscal Accountability Act (being MCL 141.1501 et seq.) may reject, modify or terminate provisions of this collective bargaining agreement as provided in the Local Government and School District Fiscal Accountability Act.

This language is not agreed to by the Union but is put into this Agreement because it is required by law.

ARTICLE 27 - LICENSE AND CERTIFICATIONS

Section 1: The Employer shall reimburse all bargaining unit employees for any professional licensure, certification or registration fees expended by the employee, provided the license, certification or registration is required as a condition of such employee's employment and with approval in Employer's sole discretion.

Section 2: The Employer may also reimburse the employee for any dues or fees paid to any nationally or state recognized professional societies in which such employee's membership benefits the Employer in the Employer's sole discretion: No employee is entitled to dues reimbursement for membership.

Section 3: The Employer will allow two hours only, with pay, for all employees to obtain a commercial Driver's License medical physical, as necessary at the beginning or the end of the employee's scheduled work shift.

ARTICLE 28 - DURATION OF AGREEMENT

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

The authorized representatives of the parties hereto have executed this Agreement in Mason, Michigan, on the dates so noted below:

**OPEIU LOCAL 512 SUPERVISORS**

Aaron Sanders, Representative
OPEIU Local 512
Date: Oct. 31, 2019

Chief Steward
Date: Oct. 31, 2019

**INGHAM COUNTY**

Bryan Crenshaw, Chairperson
Date: 11/6/19

William Conklin, Managing Director
Date: 10/31/19

APPROVED AS TO FORM FOR COUNTY OF INGHAM COHL, STOKER & TOSKEY, P.C.

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

### 2018 – for employees hired before January 1, 2011

<table>
<thead>
<tr>
<th>Classification (Grade)</th>
<th>Start</th>
<th>1 year</th>
<th>2 year</th>
<th>3 year</th>
<th>4 year</th>
<th>5 year</th>
</tr>
</thead>
<tbody>
<tr>
<td>One</td>
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<td>$52,403.52</td>
<td>$53,668.32</td>
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<td>$64,351.04</td>
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<td></td>
<td>Assistant Supervisors</td>
<td>Equipment Repair Supervisor</td>
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<td></td>
<td></td>
<td></td>
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<tr>
<td>Two</td>
<td>$53,944.80</td>
<td>$56,769.44</td>
<td>$59,772.96</td>
<td>$62,895.04</td>
<td>$66,198.08</td>
<td>$68,860.48</td>
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<tr>
<td></td>
<td>Purchasing Agent</td>
<td></td>
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<td></td>
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<tr>
<td>Three</td>
<td>$56,994.08</td>
<td>$60,014.24</td>
<td>$63,150.88</td>
<td>$66,478.88</td>
<td>$69,979.52</td>
<td>$73,669.44</td>
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<tr>
<td></td>
<td>District Supervisors</td>
<td>Sign &amp; Signal Shop Supervisor</td>
<td></td>
<td></td>
<td></td>
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<td></td>
<td></td>
<td>Permits Supervisor</td>
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<td></td>
<td></td>
<td>Fleet Manager</td>
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### 2018 – for employees hired on or after January 1, 2011

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WHEREAS, a collective bargaining agreement had been reached between representatives of Ingham County and the OPEIU Supervisory Unit for the period January 1, 2018 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 OPEIU Supervisory 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 Time/Leave Time Donation Policy, and 3) adjusting the rate at which work on a holiday is earned from one and one-half times the regular hourly rate to two times the regular hourly rate and include volunteers as well as required employees 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 OPEIU Supervisory 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 agreement, subject to the approval as to form by the County Attorney.

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