Collective Bargaining Agreement
Between the
County of Ingham
Road Department

and Local #512
of the Office and Professional
Employees International Union

Technical Clerical Unit

January 1, 2018 to December 31, 2020
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AGREEMENT

THIS AGREEMENT entered into this __ day of November, 2019, by and between the COUNTY OF INGHAM, MICHIGAN, hereinafter referred to as the Employer or County of Ingham, and the OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION, LOCAL 512, AFL-CIO, hereinafter referred to as the Union.

PREAMBLE

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 Union. Recognizing that the interest of the Board of Commissioners 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 hereafter specified, agree to abide by the terms and provisions set forth herein for the duration of this Agreement.
ARTICLE 1 - RECOGNITION

The Employer hereby recognizes the Union as exclusive bargaining representatives for all employees of this bargaining unit, which shall be currently defined as the following regular, full-time positions:

Finance Clerk
Buyer
Engineering Technicians
Public Relations Coordinator
Engineering & Permits Agent
Signal Technician
Surveyor

Any such subsequently-created positions having a community of interest with this bargaining unit as agreed to by the parties, shall be included in this bargaining unit.

This bargaining unit shall not include temporary seasonal employees who work less than six months.

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. Temporary seasonal employees will be used to augment the current workforce and will not replace existing Union positions. Overtime will be offered to full-time permanent Union members prior to being offered to temporary seasonal employees.

Work normally performed by the bargaining unit shall be exclusive to bargaining unit members if they are able and available to perform such work.

ARTICLE 2 - NON-DISCRIMINATION

The Employer and the Union agree that for the duration of this Agreement, neither shall discriminate against any employee because of race, color, creed, age, sex, nationality or political belief, nor shall the Employer or its agents or the Union, its agents or members discriminate against any employee because of his/her membership or non-membership in the Union as required by law.
ARTICLE 3 - 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 fulltime, 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 choose 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 4 – UNION BULLETIN BOARDS

Section 1: The Employer shall provide, for use by the Union, one bulletin board in the Employer's office building, in the sign shop, and in the western district garage, which may be used to post the following information, approved in writing by an authorized Union Representative:

1. Notices of Union elections
2. Notice of appointments and results of Union elections
3. Notices of Union meetings
4. Notices of Union recreational and social affairs
5. Notices of Union educational and training functions
6. Notices concerning other bona fide Union activities
7. Other notices of concern to the Union, which will not support or oppose matters or issues within the Employer's statutory authority.

Section 2: Upon the Employer's written request, the Union will promptly remove from all Union bulletin boards any material which the Employer believes is detrimental to the labor/management relationship.

Section 3: All notices shall be dated and signed by the posting party. If a notice is not dated and signed, it may be removed from the bulletin board by the Employer.
ARTICLE 5 - SPECIAL CONFERENCES

Section 1: Special conferences for the discussion of important matters (not grievances) may be arranged at a mutually satisfactory time between the Union and the Employer representative within ten (10) regularly scheduled working days after request of either party. Special conferences shall be subject to the following conditions:

A. Special conferences shall be held not more frequently than once each calendar month.

B. The Managing Director of the Employer and no more than two (2) other persons as he shall designate shall represent the Employer at said special conferences and the Union shall be represented by a representative from the Local 512 office and two (2) bargaining unit employees.

C. There must be at least one (1) calendar week advance written notice of the desire to initiate a special conference, which notice must be accompanied by an agenda of the subjects the party serving such notice wishes to discuss. If both parties have subjects they wish to discuss, they shall exchange agendas at least one (1) calendar week prior to such meeting. Discussions at such special conferences shall be limited to the items set forth in the agenda, unless both parties agree to additional discussion subjects.

D. Special conferences may be held during the regularly-scheduled working hours if the conference is to span one (1) hour or less. Special conferences expected to last more than one (1) hour shall be scheduled outside of regular working hours. Employees shall be paid at their regular hourly rate of pay for special conferences held during regularly-scheduled work.

E. Special conferences may be held to clarify items in the Collective Bargaining Agreement, but not to continue the negotiations, or modify the existing terms of the Collective Bargaining Agreement.
ARTICLE 6 - UNION ACTIVITIES

Section 1: The Union agrees that, except as specifically provided by the terms and provisions of this Agreement, employees shall not be permitted to engage in Union activity during working hours:

A. However, an authorized Union representative may meet with an employee for up to, but not to exceed, one (1) hour per grievance for potential grievance discussions and preparation during normal working hours.

B. An authorized Union representative, and the Grievant, may participate in the grievance process during normal working hours.

C. For meetings and grievance procedures conducted outside of the normal working hours, no overtime shall be paid.

Section 2: 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 date(s), purpose and 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 24 hours per calendar year for the whole of the Union membership.
ARTICLE 7 - EMPLOYER 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.

Neither the constitutional nor the statutory rights, duties and obligations of the Employer shall in any way whatsoever be abridged unless specifically provided under the terms of this Agreement.

Section 2:

A. The Employer shall have, within its discretion, the right to make, amend, supplement or delete rules, policies and regulations.

(1) However, the Union shall receive a copy of any new or modified rules, policies or regulations seventy two (72) hours prior to its effective date, unless conditions warrant necessary immediate implementation.

(2) 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.

(3) In no case will the rule or policy change 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.

(4) If the Union does not receive a copy of the new work rule or modification thereof as required above, the same shall not be binding upon the Union or the employee until a copy has been provided to the Union and the seventy-two (72) hours prior notice requirement has been satisfied.

Section 3: Sub-Contracting. The Employer reserves the right to subcontract work that may be more cost effectively performed by outsourcing. If the union believes there is no cost saving by outsourcing the work, the matter may be referred to arbitration.
ARTICLE 8 - EMPLOYER SECURITY

Section 1: The parties hereto mutually recognize that the work of the Employer and the services performed by the employees covered by this Agreement are essential to the public health, safety and welfare.

Section 2: The Employer and the Union further agree that they are opposed to any unauthorized lockouts, strikes, work stoppages, sit-downs or other interference with the work of the Employer.

Section 3: The Union 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.

Section 4: The Union further agrees that there shall be no strikes, sit-downs, slowdowns, stay-ins, stoppages of work, or any act that interferes in any manner with the services of, or to, the Employer.

Section 5: The Employer agrees to not lockout the bargaining unit employees for any reason during the term of this Agreement.

Section 6: Nothing in this Agreement, however, shall be construed to bar the Union from establishing an informational picket, off premises, as permitted by law.
ARTICLE 9 – SENIORITY

Section 1: Seniority shall be defined as an employee’s length of continuous service with the Ingham County Road Department since his/her date of hire.

A. No time shall be deducted from an employee’s seniority due to absences occasioned by authorized leaves of absences, FMLA (Family Medical Leave Act) leaves, vacation, sick or accident leaves, or layoffs for lack of work except as hereinafter provided.

Section 2: The Chief Steward for the purpose of layoff for lack of work and recalls to work following such layoff only, for the term of their office, shall be considered as having more seniority than any other bargaining unit employee.

Section 3: All new employees hired, transferred or promoted into the bargaining unit, from outside the bargaining unit, after the effective date of this Agreement, shall be deemed probationary employees until they have worked 2080 regular hours in one position for the Employer. Regular hours excludes overtime but includes use of Employer approved accrued leaves.

A. In the event two or more employees have the same date of hire, seniority shall be determined by the last four digits of their Social Security numbers. The person having the lowest sequential four digit number shall be deemed as having the greatest seniority.

B. Probationary employees may be terminated at the sole discretion of the employer at any time during the probationary period and shall not have recourse to the grievance procedure.

C. This probationary period shall not be extended except for continuous absences in excess of ten (10) regularly scheduled work days.

D. Probationary employees shall be entitled to the same benefits as non-probationary employees, upon their acceptance by the appropriate insurance carriers and upon completion of any applicable restricted time periods imposed by appropriate insurance carriers.

E. 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 2080 regular hours in the new position.

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

Section 4: Upon successful completion of the probationary period, the employee’s name shall be added to the seniority list as of his/her date of hire.

Section 5: The Union shall maintain an up-to-date seniority list which shall be posted on the appropriate bulletin board on the first work day in January and July each year. Every bargaining unit employee, their date of hire, and continuous service hours shall be included on this list according to seniority, with the most senior person listed first.
ARTICLE 10 - LOSS OF SENIORITY/EMPLOYMENT

Section 1: A bargaining unit employee shall lose his/her job and seniority for any of the following reasons:

A. Resignation.

B. If discharged, and the discharge is not reversed.

C. Retirement.

D. Having been laid off for a period of time equal to the seniority they had at the time of their last day worked, or two (2) years, whichever is greater.

E. If he/she is on unpaid leave of absence, including unpaid sick leave for a period exceeding one (1) year, unless otherwise directed by federal law, or by this Agreement.

F. If, following a layoff, he/she fails or refuses to notify the Employer, in writing, of his/her intention to return to work within five (5) working days after a written notice, sent by certified mail, as set forth in Section 8 of Article 11, "Layoff and Recall", of such recall is sent to his/her last-known address on record with the Employer; or, having notified the Employer of his/her intent to return, fails to do so within ten (10) working days after such notice is sent.

G. If he/she is absent for three (3) consecutive working days without notifying his/her immediate supervisor or Department Director prior to, or within such three-day period, of a justifiable reason for such absence. It is understood that employees are expected to notify the Employer of their intended absence as soon as possible, but not later than one-half (1/2) hour prior to the start of their shift from which they will be absent, unless the reason for failure to notify the Employer within the prescribed time is beyond the control of the employee.

H. If he/she accepts employment elsewhere while on leave of absence, or does not return to work immediately following the expiration of a leave of absence; unless, in the latter case, he/she presents evidence satisfactory both to the Employer and the Union that it was impossible for him/her to work at the expiration of such leave.

I. If 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.
J. If he/she violates a mandatory term or condition of employment, as adopted by the Employer, or as required by law.

K. The Employer may, but shall not be required to terminate job and seniority if:

1. An employee has been on Worker's Compensation for four (4) years;

2. The employee accepts disability retirement.
ARTICLE 11 - LAYOFF AND RECALL

Section 1: Should a reduction in force become necessary, the Employer shall determine the positions to be affected.

Section 2: If layoffs occur within the bargaining unit, probationary employees within the position shall be laid off first, followed by part-time employees within the position, followed by regular full-time employees within the position.

Section 3: Given the ability to do the available work by employees within a given position, the employee with the most seniority with the Employer in a regular full-time capacity will receive preference for retention at any time of layoff or recall from layoff.

Section 4: "Continuous service" for purposes of this Article means actual time worked, including any paid leave time.

Section 5: When it is necessary to layoff employees, the Employer will give the affected employees as much advance notice as reasonably possible.

A. At this time, the Employer shall request a special meeting as provided in the "Special Conferences" section of this Agreement.

Section 6: A laid-off employee may bump subject to the following procedure:

A. The laid-off employee may only bump another employee having less seniority than the laid off employee:

1. The laid off employee must first bump into any vacant position which exists within the employee's pay grade. In the event there is no vacancy the employee must bump the lowest seniority employee in the laid off employee's current pay grade.

2. If option 1 is not available the laid off employee must first bump into any vacant position in the next lower pay grade. In the event there is no vacancy the employee must bump the employee having the lowest seniority in the next lower pay grade.

3. In the event the above options are not available, the employee must continue in pay grade sequence to bump first into a vacant position and only then bump an employee with less seniority in the pay grade and so on.

B. In addition to being required to use the above procedure, the laid off employee may only bump if he/she has the skills, ability and required education, training.
and certification qualifications as set forth in the Job Description at the time of the decision to exercise the bumping rights.

C. The employee must satisfactorily perform all the duties of the position as determined by the Human Resources Department within the first ten (10) working days on the job.

D. An employee may bump more than once per layoff if unable to perform the job.

E. An employee must exercise the bumping right in writing within five (5) working days of receipt of the lay-off notice.

F. Part-time employees may not bump full-time employees.

G. An employee who has been displaced by being bumped will be treated as having been laid off, and will be subject to the provisions set forth in this Section.

Section 7: When filling a vacancy, the employee with the most continuous full-time service within the classification who is on a layoff status shall be called back first. If there is no one available within the classification to be called back from layoff, employees laid off from other classifications will be given first consideration, provided they have the skills, ability and required education, training and certification qualifications as set forth in the Job Description. This would not affect their right to recall to the classification from which they were originally laid off. If there are no employees who are on layoff who have the ability to do the available work, the Employer shall be free to hire new employees to perform such work.

Section 8: An employee recalled from layoff shall be notified by certified mail, with the letter sent to the employee’s last-known address. It is the employee’s responsibility to keep the Employer informed of his/her current address and telephone number at all times. The employee notified shall report to work within fourteen (14) calendar days after the date of receipt of the certified letter or after its return to the Employer, or shall be deemed to have refused employment.

An employee on an indefinite layoff for two (2) consecutive years, an employee who refuses an offer of employment for a position classified at the same level of pay, or higher, than the level from which the employee was laid off, or an employee who cannot be contacted to return to employment, shall no longer be considered to be on layoff status.

Section 9: An employee who is laid off may, at the employee’s option, receive a payout for any accrued leave benefits.

An employee on layoff status shall not be entitled to pay or benefits. Said employee will not lose accrued seniority due to the layoff, but will not accrue additional seniority while on layoff status.
ARTICLE 12 – 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 and any benefits lost 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.**

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

G. **Discharge.**

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

2. Final pay will include payment consistent with the terms and conditions of this Contract consistent with termination of employment.
ARTICLE 13 - GRIEVANCES

Section 1. A grievance is defined as a claim advanced by an employee who believes a violation of a provision of this Agreement occurred. Any grievance filed shall refer to the specific provision alleged to have been violated and shall adequately set forth the facts pertaining to the alleged violation. All grievances shall be commenced within five (5) work 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 2. An employee having a grievance in connection with the terms of this Agreement shall present it as follows:

STEP 1: The grievance shall be reduced to writing by the employee and presented to his/her immediate supervisor within said five (5) work 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 no more that six (6) work days after the grievance has been presented to the supervisor. The employee shall suffer no loss of pay for the time spent with the supervisor to discuss the grievance.

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

STEP 3: If the answer of the Department Head 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.

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

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

Section 3. 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 works "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. A grievance which concerns a disciplinary time off or discharge may be processed initially at one step higher than the person issuing the discharge or disciplinary time off.

D. 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.

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

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 14 - HOURS OF WORK

Section 1: Hours of Work: The normal work week shall consist of five (5), eight (8) hour days, or four (4), ten (10) hour days, Monday through Friday, inclusive.

A. The normal shift for all bargaining unit employees, shall begin at 7:30 a.m. and end at 4:00 p.m., with a one-half (1/2) hour unpaid lunch break, and two (2) fifteen (15) minute paid rest periods, one prior to lunch and one after lunch.

B. Any employee who works nine (9) consecutive hours (including scheduled breaks, paid or unpaid) shall be given a one-half (1/2) hour paid break, if the shift is scheduled to continue at least two (2) additional hours, or if it is highly likely that the employee will be required to work for two hours or more.

C. With the approval of their immediate supervisor, bargaining unit employees may be allowed to adjust their regularly-scheduled starting and quitting time by thirty (30) minutes to accommodate personal business.

D. The Employer, upon reasonable notice to the employee, may, at its discretion, make reasonable adjustments to a bargaining unit employee's work and shift hours to accommodate the Employer's needs.

(1) Change in Work Schedule: With a ten (10) work day notice the Employer may institute a four (4) day work week with ten (10) hour work days. In such event, overtime will be paid for work performed in excess of ten (10) hours in one work day or forty (40) hours in one work week. In the event the Employer implements ten (10) hour work days, holidays which fall on days which would otherwise be workdays will be paid as ten (10) hour days.

Section 2: Overtime:

A. Whenever an employee is required to work in excess of eight (8) hours per day (eight hour shifts) or ten (10) hours per day (ten hour shifts), either contiguous with their regularly-scheduled shift or in addition to their regularly-scheduled shift or on a day on which they are not regularly scheduled to work they shall receive premium pay equal to one and one-half (x 1 1/2) times their regular hourly rate for all hours so worked.

(B) When overtime opportunities arise within the work normally performed by the union, the employer will offer the overtime to fully qualified and available union members starting with those normally assigned to the given project, then to those in the job classification normally performing the duties incurring the given
overtime, and then to other union members fully qualified in the Employer's opinion to perform the given duties.

(C) In the event an employee is required to work on Sunday by his supervisor, Department Director or the Managing Director, the employee shall be paid double time his regular rate for all hours worked on Sunday.

(D) **Call Back Minimum:** If an employee has concluded his/her regularly-scheduled shift and is subsequently called back to work, he/she shall be guaranteed a minimum of two (2) hours' pay at the premium rate, regardless of the actual time worked.

(E) **Comp Time:**

(1) It may be mutually agreed to by the Employer and the employee that the employee who works overtime receive compensatory time off in lieu of overtime pay.

(2) The overtime worked shall be designated as compensatory time or overtime to be paid.

(3) Compensatory time may be used within the same pay period in which it was earned if mutually agreed to by the Employer and the employee.

(4) Once employees reach the maximum accrual of 80 hours, they will not be allowed to designate "comp time" as a form of payment for overtime for the balance of the calendar year, even if the employee's accrual is reduced below 80 hours by usage during the balance of the calendar year.

(5) Use of comp time must be by mutual agreement between the employee and their Supervisor.

(6) Comp time not used will be paid out at the end of each calendar year.

Section 3: **On Call:** Employees may be placed on "On Call" status by the Managing Director or his/her designee.

(A) "On Call" shall be defined as being readily available to respond promptly to calls for services at other than regular work hours.

(B) Employees who are on "On Call" status shall promptly respond to all calls forwarded to him/her by the Managing Director, or his/her designee.
(C) When an employee is placed on "On Call" status, he/she shall be supplied with a mobile communication device, at Employer's expense, and shall carry the mobile communication device at all times while "On Call".

(D) Employees on call Monday, Tuesday, Wednesday, or Thursday shall receive payment of one hour per day for each day on "On Call" status. Employees on call Friday, Saturday, or Sunday shall receive a payment of two hours per day for each day on "On Call" status.

(1) A "day" shall be defined as the 24-hour period beginning at 7:30 a.m. to 7:30 a.m. the following morning.

(2) "On Call" compensation shall be in addition to any other compensation which the employee would otherwise earn when responding to a work assignment while "On Call".
ARTICLE 15 - VACANCY / POSTING

Section 1:

A. Whenever a vacancy occurs which the Employer intends to fill in either an existing or newly-created position with the bargaining unit such position(s) shall be posted on all Union bulletin boards for five (5) consecutive work days.

1. If the job description for an existing position to be posted has been changed, a copy of the updated job description shall be provided to the Chief Steward five (5) consecutive work days prior to the position being posted.
2. The posting period shall include a weekend.
3. The posting shall include the classification, pay grade, minimum qualifications, and the expected date the position is likely to become available.

B. Any bargaining unit employee meeting the minimum qualifications for the position, as posted, may submit his/her application for the position.

Section 2:

A. At the conclusion of the posting period, the Managing Director or his/her designee, shall consider all applications submitted.

B. All existing employees who are minimally qualified for the posting by meeting the minimum educational qualification and/or certification who apply for a position shall be interviewed, unless the application is withdrawn by the employee.

C. The Employer may select a person best suited for the position in the Employer's sole discretion.

D. 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 employees position anniversary date.

Section 3: If, at the conclusion of the posting period, no applicant from within the bargaining unit is selected by the Employer for the position, the Employer may fill the position from any available source.

Section 4: 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.

Section 5:

A. Any employee who is promoted or transferred to a new position by this process shall satisfactorily complete a ninety (90) day trial period, demonstrating he/she can satisfactorily perform the duties and responsibilities of the position.

(1) At any time during this ninety (90) day period, the employee may voluntarily resign from the position and return to his/her previous position.

(2) If any employee is absent from work for more than five (5) work days during their ninety (90) day trial period, the trial period shall be extended the same length of working days that the employee was absent.

(3) The ninety (90) day period set forth in this Section 3 may be extended by letter of agreement between the Employer, employee and the Union.

B. If, at the conclusion of the ninety (90) day period, the Employer believes, in its sole discretion, that the employee is not capable of performing the duties of the position, the employee shall be removed from the position and returned to his/her former position at his/her previous pay classification, pay rate and seniority.
ARTICLE 16 - 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 hour, twenty-four (24) of which will be with pay and, if necessary, sixteen (16) additional days 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 1 of Article 20 of the predecessor Contract between the Union and the County of Ingham for the duration of this Contract at which time this provision will expire on December 31, 2015.

B. Eight (8) hours, the day of the funeral, is allowed 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 lever time. Any additional time must 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 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 its portion of the premium pay the premium for group life insurance and health insurance. The Employee shall also continue to pay his/her portion of the premium.
ARTICLE 17 - 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>

* Redline Patricia Kidd, Finance Clerk, to receive 8.3 hours per pay period for duration of time in the fifth to thirteen tier.

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

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

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

Section 2: 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. Vacation bonus shall be earned on a pro-rata basis. 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.

C. 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
Employees who do not remain employed for 12 months of any calendar year shall have any vacation bonus paid, deducted from their last paycheck pro-rata, based upon the total number of months worked; excluding retirees who immediately retire and are immediately eligible for benefits.

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.
ARTICLE 18 - 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:

<table>
<thead>
<tr>
<th>New Years’ Day</th>
<th>Thanksgiving Day</th>
</tr>
</thead>
<tbody>
<tr>
<td>Martin Luther King Day</td>
<td>The Day after Thanksgiving Day</td>
</tr>
<tr>
<td>Good Friday</td>
<td>Christmas Eve</td>
</tr>
<tr>
<td>Memorial Day</td>
<td>Christmas Day</td>
</tr>
<tr>
<td>Independence Day</td>
<td>Labor Day</td>
</tr>
<tr>
<td>Veteran’s Day</td>
<td></td>
</tr>
</tbody>
</table>

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 except where the Employer implements four (4) ten (10) hour work days pursuant to Article 14 in which case holidays which fall on days which would otherwise be workdays shall be paid as ten (10) hour days.

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.
ARTICLE 19 - VOLUNTARY PAYROLL DEDUCTIONS

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.
ARTICLE 20 - 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, or provides a license skill that is, in fact, utilized by the employee to perform his/her job duties.

Section 2: The Employer shall 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 and reasonable discretion. No employee is entitled to dues reimbursement for membership in more than two (2) societies or organizations, unless fee reimbursement for memberships in additional organizations are determined, in Employer's sole, reasonable discretion, to benefit the Employer.
ARTICLE 21 – TRAVEL

Section 1: All travel for Road Department business exceeding a fifty (50) mile radius outside the County must be approved by the Managing Director. Any travel outside the State of Michigan must also be approved.

Bargaining unit employees traveling on Road Department business, or at the request of the Employer, shall be reimbursed for their expenses consistent with Ingham County Policy.

Section 2: For any employee who requests to attend an out of State conference, training or workshop, etc., and voluntarily resigns 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.
ARTICLE 22 - WAGES

Section 1: If, during the term of this Agreement, a new job classification is created within the bargaining unit, the Employer shall establish the job duties and the rate range applicable thereto and shall promptly notify the Union of its decision.

Section 2: If, during the term of this Agreement, the job duties of an existing position change substantially, the Employer shall provide the Union with an updated job description and agrees to negotiate the rate range applicable thereto.

Section 3: The Job Descriptions and rate schedule shall be as set forth below:

GRADE 1

GRADE 2
Public Relations Coordinator

GRADE 3
Engineering Technician I

GRADE 4
Buyer
Engineering & Permits Agent
Finance Clerk

GRADE 5
Signal Technician
Engineering Technician II
Surveyor

GRADE 6
Engineer Technician III

GRADE 7
ARTICLE 23 - 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.

(1) Employees Kelly Rankin Gomez and Brenda Moyer shall have their original dates of hire with Ingham County recognized as their dates of hire for purposes of longevity computation under this article.

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

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></td>
<td></td>
<td>$20,000 MAX</td>
</tr>
<tr>
<td>4 or more, but less than 8 years</td>
<td>3% of annual wage</td>
<td>$600</td>
</tr>
<tr>
<td>8 or more, but less than 12 years</td>
<td>5% of annual wage</td>
<td>$1000</td>
</tr>
<tr>
<td>12 or more, but less than 16 years</td>
<td>7% of annual wage</td>
<td>$1400</td>
</tr>
<tr>
<td>16 or more years</td>
<td>9% of annual wage</td>
<td>$1800</td>
</tr>
</tbody>
</table>

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

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".

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

B. An eligible employee would not lose all prior years of service for the initial longevity period if s/he were on an approved unpaid leave of ninety (90) days or less. For a leave of ninety-one (91) days or more, s/he would forfeit all prior years and would have to start over again. The employee would lose the year where the leave of absence occurs for the ninety (90) days or less for computing longevity.
ARTICLE 24 - 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

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:

<table>
<thead>
<tr>
<th>Type</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Full Family</td>
<td>$965.25</td>
</tr>
<tr>
<td>2-Person</td>
<td>$859.99</td>
</tr>
<tr>
<td>Single</td>
<td>$410.74</td>
</tr>
<tr>
<td>Retirees</td>
<td>$416.24</td>
</tr>
</tbody>
</table>

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>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>
<tr>
<td>New enrollment on or after 1/1/2007</td>
<td>$128.65</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 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.

Section 14. Coverage for Retirees Hired Prior to July 1, 2011:

A. Health Insurance Coverage:

(1) The Employer shall pay the premiums for health insurance coverage (excluding the portion attributable to the prescription drug rider, which the retiree must 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 (a).

(2) Retirees under the age of 65 years shall be covered by the plan and benefit levels provided to active employees, if available, with a benchmark as set forth in section 1, including the increase in the benchmark as set for in section 1. Increases in premium costs which exceed the benchmark will be shared 50/50 by the Employer and the retiree on a monthly basis.

(3) Health coverage for retirees age 65 and older shall be supplemental to, coordinate benefits with, and be secondary payor 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.

D. Notwithstanding any contrary provision, any employee hired on or after July 1, 2011, shall only be entitled to single subscriber health insurance for the retiree with no employer paid life insurance coverage. Non-Medicare eligible retirees shall receive the same health coverage options as active employees, if available, with a benchmark as set forth in section 1, including the increase in the benchmark as set for in section 1. Increases
in premium costs which exceed the benchmark will be shared 50/50 by the Employer and the retiree on a monthly basis.

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

   After 10 years of service, the Employer shall contribute 50% of the cost of active employee single coverage which incorporates the benchmark calculation pursuant to directives from Ingham County Human Resources and Financial Services.

   After 15 years of service, the Employer shall contribute 75% of the cost of active employee single coverage which incorporates the benchmark calculation pursuant to directives from Ingham County Human Resources and Financial Services.

   After 20 years of service, the Employer shall contribute 100% of the cost of active employee single coverage which incorporates the benchmark calculation pursuant to directives from Ingham County Human Resources and Financial Services.

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 25 - 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 26 - LONG TERM DISABILITY INSURANCE

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 $2,500.00 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.
ARTICLE 27 – RETIREMENT

Section 1.

A. Effective January 1, 1995, the Employer shall provide the Municipal Employees' Retirement System Plan B-2, with the F.A.C. 3 option, as set forth in Employer Board Resolution No. 084-94, adopted April 7, 1994.

B. Effective January 1, 1999, the Employer shall also provide F55 (20 years).

C. Effective January 1, 2001, the Employer shall provide the B4 plan along with FAC 3 and F55-20. Effective January 1, 2014, employees will contribute 1.2% of wages toward the cost of this defined benefit (DB) plan.

D. 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.

E. 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 January 1, 2014, employees will contribute 1.2% of wages toward the cost of this defined benefit (DB) plan.

F. 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 with retirement age sixty (60) years.

(i) The DB component of the Plan shall provide for vesting at six (6) years of service and shall have a FAC 3 Years. 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.

(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.
(iii) ________________ with a date of hire of ________________ shall be transferred from the MERS DB Plan with a 1.5 multiplier as set forth at (E) above to the Hybrid Plan at (F) above effective ________________, 2014.

G. 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.

H. The Employer will pay the management fee to maintain any covered employee's Post Employee Health Plan (PEHP) account.
ARTICLE 28 – UNIFORM AND SAFETY SHOE REIMBURSEMENT

Section 1. The Employer shall reimburse an annual work related clothing/boot allowance not to exceed $200.00 per calendar year for the Signal Technician, Engineering Technicians, Surveyor, Buyer, Engineering and Permits Agent. The employee shall submit receipt(s) for reimbursement to the Employer on or before December 1st of each year in order to be paid the clothing allowance. Reimbursement shall occur on the first full pay period following submission of receipt(s).

Section 2. The Employer will provide patches and insignias, including the cost of installation for the Weighmaster.

Section 3. The Employer shall provide up to $100.00, once every 3 years, to be applied toward the Employee’s purchase of a hands free (e.g. Bluetooth) cell phone device.
ARTICLE 29 - WAIVER

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 30 – 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 31 - DURATION OF AGREEMENT

Section 1: Upon ratification of this Agreement, it shall be in effect from January 1, 2018, and shall remain in full force and effect until 11:59 p.m., December 31, 2020, at which time it shall expire.

Section 2: Re-openers.
   A. 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.
   B. 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.

Section 3: If, during the life of this Agreement, any of the provisions contained herein are held to be invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any provisions should be restrained by such tribunal pending a final determination of validity, the remainder of this Agreement shall remain in full force and effect and shall not be affected thereby. In the event any provision herein contained is so rendered invalid, the parties shall, upon written request of either party, meet and negotiate a mutually-agreeable replacement provision.

In witness whereof, the parties hereto have caused their names to be subscribed by their duly authorized officers and representatives on the dates shown below.

OPEIU LOCAL 512
TECH-CLERICAL UNIT

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

INGHAM COUNTY

Bryan Crenshaw, Chairperson
Date: 11/4/19

Mark Swanson
Date: 10/31/2019

William ConKlin, Director
Department of Roads
Date: 10-31-19
Date: 03 31 2019

Date: 10 31 2019

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

By: Mattis D. Nordfjord
APPENDIX A
## WAGE SCALE

Effective the first full pay-period following January 1, 2018, or the effective date of ratification by both parties, 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 in Article 31.

## APPENDIX A

## PAY SCHEDULE

For employees hired before January 1, 2011

**JANUARY 1, 2018**

*(Increase 1% above 2017)*

<table>
<thead>
<tr>
<th>Salary Grade</th>
<th>Step</th>
<th>Base</th>
<th>Nine Months</th>
<th>One Year</th>
<th>Two Years</th>
<th>Three Years</th>
<th>Four Years</th>
<th>Five Years</th>
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<td>$40,603.68</td>
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<td>$43,648.80</td>
<td>$46,990.88</td>
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<td>$50,668.80</td>
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<td>$68,943.68</td>
<td>$72,126.08</td>
<td>$75,308.48</td>
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</tbody>
</table>
For employees hired on or after January 1, 2011

JANUARY 1, 2018
(Increase 1% above 2017)

<table>
<thead>
<tr>
<th>Salary Grade</th>
<th>Step</th>
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<td>$72,126.08</td>
<td>$75,368.48</td>
</tr>
</tbody>
</table>
WHEREAS, a collective bargaining agreement had been reached between representatives of Ingham County and the OPEIU Technical Clerical 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 Technical Clerical 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 Technical Clerical 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.