

**INGHAM COUNTY AND
THIRTIETH JUDICIAL CIRCUIT COURT**

AND

55TH DISTRICT COURT

AND

INGHAM COUNTY PROBATE COURT

MANAGERIAL AND CONFIDENTIAL EMPLOYEE PERSONNEL MANUAL

2009-2011

TABLE OF CONTENTS

<u>TITLE</u>	<u>PAGE</u>
Purpose and Intent.....	1
Compensation Plan	1
Compensation Levels.....	5
Holidays	5
Hospitalization - Medical Coverage	6
Dental Insurance	11
Vision Insurance	12
Life Insurance	12
Longevity Plan	14
Leaves of Absence	15
<i>Sick Leave</i>	15
<i>Medical Exams</i>	18
<i>Disability Plan</i>	18
<i>Funeral Leave</i>	19
<i>Military Leave</i>	19
<i>Military Reserve</i>	19
<i>Special Leave</i>	20
<i>General Provisions</i>	20
Severance Pay	21
<i>Status</i>	21
<i>Sick Leave Severance Pay</i>	21
<i>Severance Pay</i>	21
Retirement.....	22
<i>Retirement Plans</i>	22
<i>Managerial & Confidential Employee Plan</i>	22
<i>Retiree Health Insurance</i>	22
<i>Retiree Life Insurance</i>	24
Vacations.....	24

Overtime Compensation	26
Vacation Bonus Days.....	27
Jury Duty.....	28
Travel Allowance.....	28
<i>Mileage Allowance</i>	30
<i>Automobile Insurance</i>	30
Complaint Procedure	30
<i>Review Procedure for Non- Disciplinary Matters</i>	30
<i>Review Procedure for Disciplinary Matters</i>	31
IRS Section 125	31
Tax Rate On Separate Checks.....	32
Employee Assistance Plan	32
Definition of Employees	32
Administrative Leave Policy.....	34
Appendix A - Other Specific Managerial Benefits	
<i>Sheriff and Animal Control Managers</i>	36
<i>Attorneys (Bar Dues)</i>	36
Appendix B - Guidelines For Required Evening Meetings	
<i>Managerial Employees</i>	37
Appendix C - Position Listings.....	38
Appendix D - Compensation Levels	41

A. PURPOSE AND INTENT

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

No person or representative of the Employer, other than the Board of Commissioners, has any authority to enter into any agreement for employment for any specified period of time, or to make any agreement contrary to the provisions contained herein. Managers and Confidential employees are employees at will.

B. COMPENSATION PLAN

1. The following Manual has been developed to become effective for the years 2009-2010 and is subject to change by the Board of Commissioners.

2. Employees not at the top step of the salary range for their classification may be considered for a step increase to the next appropriate step as of their anniversary date, or hire date as defined. Step increases will be subject only to the approval of the immediate supervisor with the exception of those positions reporting directly to the Board of Commissioners or Judges. Those positions include but may not be limited to the Health Officer, Animal Control Director, Veterans Affairs Director, Friend of the Court, Circuit Court Administrator, District Court

Administrator and Magistrate, Probate Court Administrator, and the Controller, and must be approved by the appropriate presiding Judge or liaison committee of the Board of Commissioners.

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

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

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

6. At the discretion of the County Services Committee, for County Managers and Confidential employees, or Chief Judge for Court Managers, and Court Confidential employees, employees may receive a merit increase within established guidelines.

7. At the discretion of the County Services Committee, for County Managers and Confidential employees, or Chief Judge for Court Managers, and Court Confidential employees, a new employee may be started above Step 1 of the appropriate grade.

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

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

c. If there is no step in the new salary grade that is between five and ten percent (5% - 10%) higher than the current annual wage, said employee shall receive an annual salary increase of seven and one-half percent (7.5%) which shall be effective the first full pay period

following promotion or reclassification. On said employee's next anniversary or reclassification (which is one (1) year following the effective date of reclassification or promotion), s/he shall be eligible to advance to the next step on the salary scale which is larger than said employee's salary at that time. The starting salary rate for those employees being reclassified or promoted outside of their career field will be determined by the County Services Committee.

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

9. 2010 Furlough Days.

A. It is recognized that budget pressures exist for the 2010 Budget Year and in 2010 the way the Christmas/New Years' holidays fall on the December, 2010 calendar presents a unique opportunity for extended holiday leave for the Employee through Furlough Days. This unique opportunity could result in significant potential budget cost containment that is required for the 2010 budget year.

B. Confidential TOPS and Non-Salaried Employees .

1. Confidential TOPS and Non-Salaried Employees covered by this Manual will take unpaid furlough days for the three (3) non-holiday work days falling in the work week beginning on Monday, December 27, 2010, being December 27, 28, and 29, 2010.

2. For those Confidential TOPS and Non-Salaried Employees who are required by the Employer to work on these listed dates, or who are not otherwise scheduled to work on those dates, the three (3) unpaid furlough days shall be taken on other days in 2010 that are mutually agreed upon by the Employee and their Supervisor. If it is the Employee's preference, the Employer shall attempt to reschedule use of the unpaid furlough days on a consecutive day basis and contiguous with other scheduled days off (as will be the case for Employees using the December 27, 28, and 29 furlough days).

3. To avoid the effect of recognizing the above unpaid furlough days in the same pay check(s), employees will recognize the effect of the above unpaid days on a pro-rata basis spread across twenty-four (24) pay checks beginning with the January 8, 2010, paycheck, and each 2010 first and second paychecks of the month thereafter. (No reductions shall be made from the third paychecks of the months being April 30, 2010, and October 29, 2010.)
4. Part-time, three quarter time, and shared time employees shall take the unpaid furlough days provided for in Section 1, above, on a prorata basis; and shall have their unpaid time recognized through deductions, as provided in Section 2, above, on a prorata basis. These proration rates shall be the same rates as recognized within the manual for vacation accumulations for part time and three quarter time employees, as found in Section V in this manual.
5. The above unpaid furlough days will not affect accrual of any fringe benefits.
6. Employees who terminate employment during the course of the 2010 fiscal year prior to December 20, 2010, or are otherwise separated from active County employment, will not receive any compensation for participation in the agreed upon method of recognizing the effect of the unpaid furlough days.

C. Managerial and Salaried Employees.

Salaried Employees who are exempt under the FLSA shall have their annual salary as otherwise established by this Manual, or as may be hereinafter be established by the Board of Commissioners, adjusted by the Controller for each payroll period to reflect and achieve the same percentage of saving levels as the Furlough Days provided for under this Section of the Manual and the County's collective bargaining agreements. For salaried employees required to work on the above designated Furlough Days, the Controller may alternatively permit alternate methods of achieving the same savings levels, including permitting the donating of 24 hours of accrued vacation or personal leave effective the first full payroll

period in 2010. The adjustments in salary levels by the Controller under this subsection will remain in effect during 2010 only, unless otherwise modified by the Board of Commissioners.

D. The provisions of this Subsection on Furlough Days shall be effective from and after January 1, 2010, through December 31, 2010.

C. COMPENSATION LEVELS

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

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

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

4. 2009-2010 Salary Schedules: Employees employed under this manual shall be compensated as outlined in the salary schedules.

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

D. HOLIDAYS

1. The following holidays are recognized by the Employer:

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

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

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

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

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

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

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

8. Part-time employees shall receive holiday pay at one-half (1/2) the rate that full-time employees are eligible to receive.

E. HOSPITALIZATION -- MEDICAL COVERAGE

1. Health Insurance Program:

Subject to annual modification - for calendar year 2009.

a. The Employer will provide the following Health Insurance Program for eligible full-time employees and legal dependents.

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

Option 2: PHP Low Option Plan: L0000280 – Class 1010

Prescription drug coverage will be provided by the Employer through PHP of Mid Michigan using the MEDCO as the Pharmacy Benefit Manager.

Drug Plan: Prescription drug co-pays for Retail Generic drugs are \$2.00. The co-pays for Retail Brand drugs will be based on a Formulary. Retail Brand co-pays will be 20%, but not more than \$40.00. Retail Non-Formulary co-pays will be 25%, minimum \$25.00 but not more than \$50.00. 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 \$2.00. Mail order Brand co-pays will be based on a Formulary and the co-pays will be 7%, minimum \$0.00 but no more than \$40.00. Mail order Non-Formulary co-pays will be 8.25%, minimum \$25.00 but no more than \$50.00. 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 Medco. 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 PHP of Mid Michigan using the MEDCO as the Pharmacy Benefit Manager.

Employee/patient pays the total costs of medications until the plan deductible has been satisfied. At that point Generics will be dispensed with a \$10.00 co-pay (or actual cost), Tier Two medications with a \$25.00 co-pay (or actual cost), and Tier three medications with a \$50.00 co-pay (or actual cost). Three month supplies of properly prescribed drugs may be obtained via mail only with the following co-pays: Generic \$20.00 or actual cost, Tier 2 \$50.00 or actual cost,

and Tier 3 \$100.00 or actual cost. These costs are not changed if the member reaches the maximum out of pocket costs for the plan year.

b. An employee who is eligible for medical/hospitalization insurance from another source and who executes an affidavit to that effect may elect not to be covered by the medical insurance provided through Ingham County. The decision to waive coverage shall be made once per calendar year. A Waiver Agreement prepared by the Employer shall be completed and signed by the employee.

In the event the employee elects to forego medical insurance, the Employer will pay employee a monthly amount as taxable compensation. The amounts payable shall be as follows:

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

Full Family	=	\$195.97
2-Person	=	\$169.34
Single	=	\$103.00

- For employees who receive a waiver beginning on or after January 1, 2007, the waiver amount is \$103.00 per month.

c. In the event a husband and wife are both employees of the County, or any of the Courts of Ingham County, the payment provisions in lieu of health insurance coverage shall be mandatory. Those employees shall not be permitted to have double health insurance coverage from the same or different options noted in Section A.

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

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

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

2. Premium.

Health care premiums shall be shared between the County and the employee. The amounts paid by the County and the employee shall be determined using a benchmark. The County will pay the entire benchmark. Any premium costs over the benchmark will be split 50/50 between the County and the employee.

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

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

2009 Benchmarks

Full Family	=	\$795.93
2-Person	=	\$709.13
Single	=	\$338.69
Retirees	=	\$357.10

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

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

ADDITIONAL INFORMATION

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

1. Payment under this provision is limited to Eight Hundred Dollars (\$800.00) maximum per person, per year, for Class I and Class II benefits.
2. Special part-time and temporary hired employees are not eligible for coverage.
3. Dental insurance coverage shall start the first day of the seventh month of employment.
4. Consideration may be given to changes in dental coverage during the term of this Plan, as determined by the Board of Commissioners.

Dental Insurance		
Covered Service	Dental Plan Pays	Employee/Patient Pays
Class I Benefits	100%	0%
<i>Cleaning</i>		
<i>X-Ray</i>		
<i>6 Month checkups</i>		
Class II Benefits	75%	25%
<i>Radiographs</i>		
<i>Basic Restoration</i>		
<i>Periodontics</i>		
<i>Endodontics</i>		
Class III Benefits	50%	50%
<i>Major Restorative</i>		
<i>Oral Surgery</i>		
<i>Bridges</i>		
<i>Crowns</i>		
Class IV Benefits	No coverage provided	
Maximum Benefit	\$800.00 per member per year	
Deductible	None	
COB	Birthday Rule	
Teeth Implants	Within annual benefit limit	
Added Cleaning	With proof of medical need	
Natural color fillings	On all teeth effective 01/01/09	

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

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

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

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

H. LIFE INSURANCE

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

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

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

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

HELPFUL WEBSITES

MEDICAL INSURANCE

Health Care Provider

PHP (of Mid Michigan)

www.phpmm.org

Prescription Coverage

MEDCO

<http://www.medcohealth.com/medco/consumer/home.jsp>

VISION INSURANCE

VSP

www.vsp.com

DENTAL INSURANCE

Delta Dental of Michigan

www.deltadentalmi.com

FLEXIBLE SPENDING ACCOUNTS VOLUNTARY INSURANCE PLANS

American Fidelity

www.afadvantage.com

AFLAC

www.aflac.com

LIFE INSURANCE

Mutual of Omaha

<http://www.mutualofomaha.com/>

RETIREMENT

MERS of Michigan

www.mersofMichigan.com

HUMANA

www.humana.com

DEFERRED COMPENSATION

Nationwide Retirement Solutions

www.nrsforu.com

AXA Advisors

www.axaonline.com

EMPLOYEE ASSISTANCE PROGRAM

CARES

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

I. LONGEVITY PLAN

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

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

<u>CONTINUOUS SERVICE</u>	<u>ANNUAL BONUS</u>
4 or more, but less than 8 years	3% of annual wage
8 or more, but less than 12 years	5% of annual wage
12 or more, but less than 16 years	7% of annual wage
16 or more years	9% of annual wage

3. 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).

4. 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.

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

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

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

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

J. LEAVES OF ABSENCE

1. Sick Leave.

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

b. Each full-time employee hired **before** January 1, 2009 shall earn sick leave credit at the rate of four and one-half (4.5) hours each payroll period worked. Three quarter time

employees shall earn 75% of that amount and part-time employees shall earn 50% of that amount.

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

d. All sick leave credits shall be cancelled upon resignation or dismissal from service, except those included in sick leave pay off.

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

f. Annual Cash Option. Upon execution of a written option, an employee shall be paid for one-half (½) of the balance of the sick leave credit earned but unused during the twelve (12) month period commencing with the first pay period that ends in January of each year, at the base rate of compensation in place during December of the calendar year, to a maximum of forty (40) hours. The remainder of the employee's sick leave balance shall accumulate as stated above. The payment request shall be submitted on the designated form no later than December 15th, and payment therefore shall be received no later than January 15th of each year.

g. Donation - A total of 16 sick time hours may be donated in any department. The County Services Committee of the Board of Commissioners may allow sick time donations within its discretion. Any decision by the County Services Committee shall not be subject to the Complaint Procedure.

h. Proration.

(1) Effective the first full pay period of April, 2010, the accrual rates in Subsections (a) and (b) of this Article are based upon a full-time employee being on the active

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

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

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

- 1) The maximum time an employee may donate shall be sixteen (16) hours to no more than two (2) persons in one (1) calendar year.
- 2) The list of donating employees will be arranged in alphabetical order of "a" to "z" and "z" to "a" on an alternating basis for each separate donation.
- 3) The donated time will be deducted from sick time accumulations.
- 4) During the period in which the employee is receiving sick leave donations, s/he will not continue to receive sick and/or vacation accumulations.

- 5) To be eligible to receive sick leave donations, an employee must use all his/her accumulated vacation, compensatory time, sick time, and personal leave.
- 6) Notwithstanding the above, no employee shall be permitted to donate any of their sick time unless they have eighty (80) hours accumulated.

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

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

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

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

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

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

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

required by law.

4. **Funeral Leave.**

a. If a death occurs among a member of an employee's immediate family, the employee will be excused from work to attend the funeral and make other necessary arrangements from the date of death until the day after the funeral, up to a maximum of five (5) work days, three (3) of which will be with pay, and, if used, two (2) days to be charged against earned sick leave. Immediate family is defined as: Spouse, children, parents, father-in-law, mother-in-law, brother, sister, step-brother, step-sister, grandchildren, and other qualified adults (*as defined for determining eligibility for County health insurance coverage in Subsection E4 of this Personnel Manual*).

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

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

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

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

employee's accumulated vacation leave, if requested by the employee).

7. **Special Leave.**

a. A department head may authorize an employee to be absent without pay for personal reasons for a period, or periods, not to exceed ten (10) working days in any calendar year. In such instances, the department head is responsible for notifying the Controller's Office to discontinue payment of salary to the employee during the absence. Upon prior approval of the Human Resources Director, department heads may authorize special unpaid leaves of absence for any period or periods, not to exceed ninety (90) days in any calendar year, for personal reasons. Under unusual circumstances, the County Services Committee may approve one (1) ninety (90) day unpaid leave extension.

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

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

8. **General Provisions.**

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

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

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

absence.

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

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

K. SEVERANCE PAY

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

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

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

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

3. **Severance Pay.**

a. Subject to the provisions stated herein, if a manager or confidential employee is laid off due to elimination of his/her position, the Employer will continue that person's salary, health insurance, life insurance and dental insurance coverages for one (1) month for each year of service to a maximum of six (6) months. The salary payments will be made on a bi-weekly basis, and continue for the period of time stated above provided the employee does not obtain other employment nor receive unemployment compensation during that time. This

compensation may be extended, as well as the above fringe benefits, at the sole discretion of the County Services Committee up to an additional six (6) months for those employed ten (10) or more years. The above payments will be subject to normal tax withholdings.

b. A Manager or Confidential employee's employment and compensation can be terminated for any reason, at any time, at the option of either the Employer or employee. If a Manager or Confidential employee's employment is terminated by the Employer and his/her termination from employment is for other than death, retirement, layoff or involuntary discharge, the Manager or Confidential employee will be provided one month's continuation of salary, health, dental and life insurance for each year of service to a maximum of six (6) months of severance compensation. Payments will be made on a bi-weekly basis, subject to normal withholding of taxes. In addition, such salary and fringe benefit continuation is subject to and contingent upon the employee not being employed elsewhere nor receiving unemployment compensation during that time. This compensation may be extended, as well as the above fringe benefits, at the sole discretion of the County Services Committee up to an additional six (6) months for those employed ten (10) or more years. The decision to grant or deny an extension of benefits is within the sole discretion of the County Services Committee.

L. RETIREMENT

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

2. **Managerial and Confidential Employee Plan.** Employees will be covered by the Municipal Employees' Retirement System's B4 plan; V-6; the 55F waiver with fifteen (15) years of service; and the FAC3 (Final Average Compensation). Managerial employees shall contribute 6.39% and Confidential employees shall contribute 5.36% of gross wages.

3. **Retiree Health Insurance.**

a. Full-time, three quarter time and part-time employees who have met the vesting requirements with Ingham County service only and are immediately eligible for retirement

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

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

c. Retirees with a retirement date of January 1, 2003 or after may also purchase dental and vision insurance at group rates if they do so at the onset of retirement by contacting the Human Resources Department.

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

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

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

changed, this section shall be deemed to apply to any and all similar or replacement programs subsequently designated.

4. **Retiree Life Insurance.**

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

M. VACATIONS

1. Employees who have completed at least six (6) months of continuous service are eligible for compensated annual leave. Following six (6) months of employment, an employee may apply to use any credited vacation hours, but vacation hours may not be used prior to the payroll period in which they are earned according to the vacation schedule below. An employee's vacation credit accumulation rate shall be based upon the length of continuous service, and the amount of vacation leave earned each payroll period by each full time employee shall be according to the following schedule:

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

2. Part-time employees who work less than full-time but at least half-time (twenty (20) hours per week) shall accrue vacation leave at one-half (½) the rate of full-time employees and three quarter time employees who work thirty (30) to thirty-nine (39) hours per week shall accrue vacation leave at 75% of the rate of full-time employees.

3. Proration.

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

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

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

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

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

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

N. OVERTIME COMPENSATION

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

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

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

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

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

paid at overtime rates. The use of accumulated compensatory time shall be mutually agreed upon by the affected TOPS employee and his/her supervisor.

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

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

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

O. VACATION BONUS DAYS

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

2. Part-time employees shall earn vacation and vacation bonus at one-half (½) the rate of full-time employees, and three quarter time employees shall earn 75% the rate of full-time employees.

P. JURY DUTY

The Employer will pay an employee called for jury duty his/her regular compensation s/he would earn if working, less an amount equal to the payment received for jury service. An

employee excused from jury duty or examination prior to 3:00 p.m. must return to work for the balance of the day to receive compensation for that day's jury duty. In order to receive payment, an employee must give the Employer prior notice that s/he has been summoned for jury duty, must furnish satisfactory evidence that s/he reported for or performed jury duty on the days for which s/he claims such payment, and must furnish a copy of the payments received for such jury duty.

Q. TRAVEL ALLOWANCE

1. An employee using an Employer-owned vehicle on official business is reimbursed for gasoline and other operating expenses incurred while using the vehicle provided that appropriate receipts for all such expenses are submitted with the travel reimbursement request.

2. Employees required to drive their own vehicle in the course of their employment are paid at the rate determined by the Employer. Such mileage must be figured on the basis of the shortest distance between the point of departure and the destination.

3. Mileage accumulations, including a brief explanation of the travel, must be submitted monthly on a Travel Expense Voucher form.

4. Whenever it is necessary in the normal course of employment, for an employee to have his/her motor vehicle available for use in performing his/her job, the department head shall request the County Services Committee to approve a parking reimbursement to such an employee on a monthly basis. If approved, the reimbursement of up to \$20.00 will be provided monthly upon receipt of a statement of the parking charge. Intermittent parking charges for meter, lots, etc., will be reimbursed monthly as incurred. These parking reimbursement requests should be included in the monthly travel reimbursement requests.

5. Since some liaison committee meetings and other meetings are held in conjunction with meals, an employee attending such a meeting with the approval of the committee or department head, is eligible to be reimbursed for the cost of the meal upon presentation of a receipt and inclusion of the expense in the travel reimbursement request. In addition, an employee who is working outside the County at meal time and cannot reasonably be expected to return within a period including an hour on either side of his/her normal meal time, will be reimbursed for the cost of a meal as stated above.

6. Reimbursement for meals will also be provided upon presentation of receipts to employees going to and from and while at the place of any meeting, conference, seminar, or convention for official business. Attendance at such a meeting held within the State must have prior approval of the department head, and attendance at such a conference outside the State of Michigan must have prior approval of the liaison committee of the Board of Commissioners.

7. In the event that employees utilize the CATA bus service and are not provided free parking by the County at their place of work, under these circumstances, the Employer shall reimburse these employees upon satisfactory proof of purchase of bus passes. In no event shall reimbursement for bus passes exceed the parking reimbursement amount.

8. Reimbursement for meals will follow the policy and rate adopted by the Board of Commissioners.

9. Reimbursement for hotel or motel room expense will be made for single room rates upon presentation of appropriate receipts. Taxi fare is reimbursable only if the trip was made by common carrier. All travel by common carrier must be accompanied by a receipt for all such expense instances exceeding five dollars (\$5.00).

10. Employees are expected to use good judgment in using County funds for travel. Only expenses which are necessarily incurred on behalf of the Employer will be reimbursed upon presentation of appropriate receipts. Expenditures for travel insurance, laundry, dry cleaning, and hospitality expenses for alcoholic beverages will not be reimbursed under any circumstances.

11. Requests for reimbursement of travel expenses will be submitted to the Controller on a monthly basis for consideration of payment. In instances where travel advance is approved by the department head and the Controller for extensive travel, a complete report--including receipts--will be made to the Controller by the employee within five (5) working days following his/her return, and any unexpended funds will be returned to the County with the report.

12. **Mileage Allowance.** The following schedule of mileage allowance shall apply to employees required to drive their own vehicle in the course of their employment.

a. The rate shall be the Internal Revenue Service standard mileage rate of the first Fifteen Thousand (15,000) miles for the simplified method of computing deductive costs in

operating passenger automobiles for business purposes for employees, as established by Revenue Procedure 80-7 and any updates thereof shall be used with said mileage rate. Any changes in the standard IRS mileage reimbursement rate, either upward or downward, shall be effective prospectively only from and after the first full calendar month after the IRS announces such a change in writing.

b. Claims Miscellaneous. Mileage shall always be computed on the basis of the shortest distance between the point of departure and destination.

13. Automobile Insurance. Employees who use their vehicles as a requirement of their job may be reimbursed to a maximum of ninety dollars (\$90.00) in a calendar year for additional automobile insurance charges they may pay as the result of the vehicle being used in the conduct of their job.

This payment will be made by December 31st of the calendar year providing that prior to December 1st the employee shall submit proof of the additional automobile insurance and payment of same.

R. COMPLAINT PROCEDURE

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

2. **Review Procedure For Disciplinary Matters.** Managers and Confidential employees who are subject to the hiring, supervision, discipline, and termination decisions of other managers shall have the following review procedure available to them. Should such an employee have a complaint about disciplinary action taken against him/her, the following steps should be taken. All complaints shall be submitted within five (5) working days of its occurrence as stated below. If not so submitted, the complaint shall be considered automatically closed. If there is a dispute involving the disciplinary actions of a supervising Manager, the Manager or Confidential employee being supervised may request review of such actions by the supervising Manager's supervisor if there is one. In such case, the supervisor shall review the actions and make a determination to resolve the dispute. If such action does not resolve the issue, the affected Manager or Confidential employee may request review by the County Services Committee of the Board of Commissioners, or in the case of the Courts by the appropriate presiding Judge, or in the case of departments headed by Elected Officials by the appropriate Elected Officials. Employees covered under this Manual are employees at will. The decision of the County Services Committee or presiding Judge or appropriate Elected Official shall be final and binding. Notwithstanding any contrary provisions, only the County Services Committee has the authority to provide severance pay as stated hereunder.

S.I.R.S. SECTION 125

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

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

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

T. TAX RATE ON SEPARATE CHECKS

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

U. EMPLOYEE ASSISTANCE PLAN

1. Managerial and Confidential full-time, three quarter-time and part-time employees will be provided with an Employee Assistance Program (EAP) as approved by the Board of Commissioners.

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

V. DEFINITION OF EMPLOYEES

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

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

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

a) Vacation, vacation bonus, sick leave, funeral leave and holiday pay on a prorated basis.

b) Dental coverage the same as full-time employees are eligible to receive.

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

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

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

f) Retirement benefits to the extent provided by the Municipal Employees' Retirement System.

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

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

b) Confidential employees shall receive overtime pay on the same basis as three-quarter time employees.

c) Receive vacation, vacation bonus, sick leave, holiday pay, funeral leave and a cost of living allowance at one-half the rate that full-time employees are eligible to receive.

d) Receive health insurance at the single subscriber rate.

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

f) Retirement benefits to the extent provided by the Municipal Employees' Retirement System.

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

5. Temporary Employees: An employee who is hired for a period of six (6) months or less to augment the work force will be considered a temporary employee and shall be compensated by wages only.

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

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

W. ADMINISTRATIVE LEAVE POLICY

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

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

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

C. Employees may report for work and shall be compensated at his/her regular rate of pay for those hours worked.

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

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

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

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

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

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

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

APPENDIX A

OTHER SPECIFIC MANAGERIAL BENEFITS

1. **Sheriff and Animal Control Managers.** Due to the special and unusual nature of their work, some Managers in the Sheriff and Animal Control Departments are provided with the following benefits.

a. Dry cleaning and laundering allowance of \$75.00 paid each calendar quarter, if regularly required to wear a uniform.

b. Reimbursement for clothing upon presentation of evidence of purchases (of suits, dresses, sport coats, slacks, skirts, shirts, blouses and shoes) up to a maximum of \$485.00 annually for full-time employees required to wear civilian clothing as part of their regular duties.

c. Managers who have to work a holiday shall receive an additional days' pay. Employees eligible for this compensation shall receive the payment for each authorized holiday by December 15 for all eligible holidays since the previous December 15.

2. **Attorneys.** Michigan Bar Association Dues will be paid by the County for those Managerial employees whose positions were posted as requiring a law degree. The County shall pay to the Michigan State Bar Association the dues for unit members. This shall include the basic dues only and not section or other additional dues.

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

4. Across the board, general percentage compensation adjustments are 2% effective January 1, 2009 and 2% effective January 2010. The Managerial/Confidential Plan will cover 2 years, 2009 and 2010 respectively.

APPENDIX B

GUIDELINES FOR REQUIRED EVENING MEETINGS MANAGERIAL EMPLOYEES

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

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

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

**APPENDIX C
POSITION LISTING
MANAGERIAL & CONFIDENTIAL PAY GRADES / Effective 01.01.09**

<u>Pay Grade</u>	<u>Title</u>
1	Accounting Clerk - Parks (C:TOPS) Clerk / Receptionist - Board of Commissioners (C:TOPS) Clerk Steno II - Board of Commissioners (C:TOPS) Receptionist/Clerk - Parks (C:TOPS)
2	Human Resources Clerk (C:TOPS)
3	Administrative Secretary - Human Resources (C:TOPS) Bookkeeper - Parks (C:TOPS) Secretary - Administrative Services / Board (C:TOPS) Secretary - Deputy Controller (C:TOPS)
4	
5	Administrative Assistant - Circuit Court (C:TOPS) Administrative Assistant - Controller (C:TOPS) Administrative Assistant - Health (C:TOPS) Employee Services Coordinator (C:TOPS) Executive Secretary - Prosecutor's Office (C:TOPS) Executive Secretary - Sheriff (C:TOPS) Office Coordinator - Parks (C:TOPS) Payroll Coordinator (C:TOPS)
6	Judicial Assistant (C:TOPS) Manager/Lansing Office - Treasurer (MANAGER)
7	Deputy Director/Veterans Affairs (MANAGER) Human Resources Analyst (C:PROFESSIONAL)
8	Administrative Analyst (C:PROFESSIONAL) Clerical Services Supervisor (MANAGER) Employment Specialist (C:PROFESSIONAL)
9	Chief Deputy Clerk (Circuit Court) (MANAGER) Chief Deputy Register of Deeds (MANAGER) Deputy Director/Animal Control (MANAGER) Youth Center Shift Supervisor (MANAGER)

MANAGERIAL & CONFIDENTIAL PAY GRADES / Effective 01.01.09

<u>Pay Grade</u>	<u>Title</u>
10	Administrator/Prosecuting Attorney (MANAGER)
	Assistant Deputy Health Officer (MANAGER)
	Assistant Deputy Controller (MANAGER)
	Benefits and Insurance Administrator (C:PROFESSIONAL)
	Chief Deputy Treasurer (MANAGER)
	Chief Deputy Internal Operations - County Clerk (MANAGER)
	Chief Deputy Clerk/Interdepartmental Relations (MANAGER)
	Community Corrections Manager (MANAGER)
	Deputy Drain Commissioner (MANAGER)
	Director/Department of Veterans Affairs (MANAGER)
	Elections Coordinator (MANAGER)
	EDC Coordinator (MANAGER)
	Facilities Manager (MANAGER)
	Family Center Supervisor (MANAGER)
	Health Center Administrator (MANAGER)
	Housing Director/Executive (MANAGER)
	Human Services Grant Coordinator (MANAGER)
	Park Manager II (MANAGER)
WIC Program Coordinator (MANAGER)	
11	Board Coordinator (MANAGER)
	Demand Programs Supervisor (MANAGER)
	Director Animal Control (MANAGER)
	Director Purchasing (MANAGER)
	Membership Services Coordinator (MANAGER)
	Nursing Director (MANAGER)
	Planned Programs Supervisor (MANAGER)
Women's Health Services Coordinator (MANAGER)	
12	Assistant FOC / Operations (MANAGER)
	Chief Financial Officer - Health (MANAGER)
	Deputy Circuit Court Administrator/General Trial Division (MANAGER)
	Director Facilities (MANAGER)
	Director of Planning/Special Services (MANAGER)
	Fair Manager (MANAGER)
	Magistrate / District Court (MANAGER)
	Communicable Disease Control Supervisor (MANAGER)

MANAGERIAL & CONFIDENTIAL PAY GRADES / Effective 01.01.09

<u>Pay Grade</u>	<u>Title</u>
13	Assistant Family Division Administrator (MANAGER) Chief Operating Officer/Health Care Services (MANAGER) Director Budget (MANAGER) Director Financial Services (MANAGER) Director Human Resources (MANAGER) Director Youth Center (MANAGER) District Court Administrator (MANAGER) Environmental Health Director (MANAGER) Juvenile Programs Director (MANAGER) Juvenile Services Director (MANAGER)
14	Assistant FOC / Legal (MANAGER) Chief Referee - Circuit Court/Family Division (MANAGER) Corrections Administrator (MANAGER) Dentist (MANAGER) Director/Equalization (MANAGER) Director of Parks (MANAGER) Probate Court Administrator (MANAGER) Staff Services Administrator (MANAGER)
15	Chief Deputy Sheriff (MANAGER) Deputy Controller for Law/Courts/Human Services (MANAGER) Deputy Health Officer - Nursing, Planning, Special Services (MANAGER)
16	Deputy Circuit Court Administrator/Friend of the Court (MANAGER) Deputy Health Officer Community Health Care Services (MANAGER) Deputy Health Officer Health Plan Management (MANAGER) Juvenile Division Administrator (MANAGER) Undersheriff (MANAGER)
17	Chief Assistant Prosecuting Attorney (MANAGER) Circuit Court Administrator (MANAGER)
18	
19	Controller (MANAGER)
A	Deputy Director - MIS (MANAGER)
B	MIS Director/Jury Administrator (MANAGER)
C	Medical Director (MANAGER) Primary Care Physician (MANAGER)

APPENDIX D - COMPENSATION LEVELS

**INGHAM COUNTY
2009 CONFIDENTIAL AND MANAGERIAL SALARIES**

Effective January 1, 2009

GRADE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
MCF 01	29,359	30,731	32,164	33,668	35,239
MCF 02	31,083	32,534	34,054	35,643	37,309
MCF 03	33,275	34,829	36,455	38,156	39,938
MCF 04	35,532	37,189	38,928	40,744	42,647
MCF 05	37,948	39,722	41,576	43,518	45,551
MCF 06	40,858	42,767	44,764	46,855	49,042
MCF 07	44,254	46,323	48,487	50,752	53,122
MCF 08	48,431	50,693	53,061	55,540	58,133
MCF 09	52,824	55,292	57,874	60,577	63,406
MCF 10	57,767	60,467	63,288	66,245	69,339
MCF 11	62,387	65,302	68,351	71,543	74,884
MCF 12	66,984	70,111	73,386	76,814	80,399
MCF 13	71,659	75,005	78,509	82,174	86,010
MCF 14	77,204	80,809	84,585	88,532	92,667
MCF 15	83,468	87,364	91,445	95,716	100,186
MCF 16	90,036	94,239	98,640	103,246	108,070
MCF 17	96,646	101,159	105,884	110,827	116,003
MCF 18	103,193	108,012	113,058	118,336	123,860
MCF 19	114,175	119,508	125,089	130,929	137,045
A	71,659	75,005	78,509	82,174	86,010
B	92,428	96,745	101,262	105,991	110,942
C	134,433	141,157	147,878	154,599	161,321

APPENDIX D - COMPENSATION LEVELS

**INGHAM COUNTY
2010 CONFIDENTIAL AND MANAGERIAL SALARIES**

Effective January 1, 2010

GRADE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
MCF 01	29,652	31,038	32,485	34,004	35,591
MCF 02	31,394	32,859	34,395	35,999	37,682
MCF 03	33,607	35,178	36,819	38,537	40,338
MCF 04	35,887	37,561	39,317	41,152	43,073
MCF 05	38,327	40,119	41,992	43,953	46,007
MCF 06	41,266	43,195	45,212	47,323	49,532
MCF 07	44,697	46,786	48,972	51,259	53,653
MCF 08	48,915	51,199	53,592	56,096	58,714
MCF 09	53,352	55,845	58,453	61,183	64,040
MCF 10	58,345	61,072	63,921	66,907	70,032
MCF 11	63,011	65,955	69,034	72,258	75,632
MCF 12	67,654	70,813	74,120	77,582	81,203
MCF 13	72,376	75,755	79,294	82,995	86,870
MCF 14	77,976	81,617	85,431	89,417	93,594
MCF 15	84,302	88,237	92,360	96,673	101,188
MCF 16	90,936	95,181	99,626	104,279	109,150
MCF 17	97,612	102,171	106,943	111,935	117,163
MCF 18	104,225	109,092	114,189	119,520	125,099
MCF 19	115,316	120,703	126,340	132,238	138,415
A	72,376	75,755	79,294	82,995	86,870
B	93,352	97,712	102,274	107,051	112,052
C	135,778	142,568	149,356	156,145	162,934

APPENDIX D - COMPENSATION LEVELS

**INGHAM COUNTY
2011 CONFIDENTIAL AND MANAGERIAL SALARIES**

Effective January 1, 2011

GRADE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
MCF 01	29,949	31,349	32,810	34,344	35,947
MCF 02	31,708	33,188	34,739	36,359	38,058
MCF 03	33,944	35,530	37,188	38,923	40,741
MCF 04	36,246	37,937	39,710	41,563	43,504
MCF 05	38,710	40,520	42,412	44,393	46,467
MCF 06	41,679	43,627	45,664	47,796	50,028
MCF 07	45,144	47,254	49,461	51,772	54,190
MCF 08	49,404	51,711	54,128	56,657	59,301
MCF 09	53,886	56,403	59,038	61,795	64,680
MCF 10	58,928	61,683	64,560	67,576	70,732
MCF 11	63,641	66,615	69,725	72,981	76,389
MCF 12	68,331	71,521	74,861	78,358	82,015
MCF 13	73,099	76,512	80,087	83,825	87,739
MCF 14	78,756	82,434	86,285	90,311	94,530
MCF 15	85,145	89,120	93,283	97,640	102,200
MCF 16	91,846	96,133	100,623	105,322	110,242
MCF 17	98,589	103,192	108,012	113,054	118,334
MCF 18	105,267	110,183	115,331	120,715	126,350
MCF 19	116,469	121,910	127,603	133,561	139,800
A	73,099	76,512	80,087	83,825	87,739
B	94,286	98,689	103,297	108,121	113,172
C	137,136	143,994	150,850	157,707	164,564

APPENDIX D - COMPENSATION LEVELS

**INGHAM COUNTY
RED-LINED POSITIONS**

RED-LINED POSITIONS Effective January 1, 2009

GRADE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
MGR-3	52282	54391	56504	58614	60724
MGR-4	55025	57139	59332	62425	63937
MGR-7	63356	66001	68636	72360	74129
MGR-8	67902	70671	73453	77428	79331
MGR-10	75474	78583	81689	84798	87908
MGR-11	78200	79916	84827	89540	91724
CFT 07	30903	31955	32706	34858	36035

RED-LINED POSITIONS Effective January 1, 2010

GRADE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
MGR-3	52805	54935	57069	59201	61331
MGR-4	55575	57710	59925	63049	64576
MGR-7	63990	66661	69322	73083	74870
MGR-8	68581	71378	74187	78203	80125
MGR-10	76228	79369	82506	85646	88787
MGR-11	78982	80716	85675	90436	92641
CFT 07	31212	32274	33033	35206	36396

RED-LINED POSITIONS Effective January 1, 2011

GRADE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
MGR-3	53333	55485	57640	59793	61944
MGR-4	56131	58287	60524	63679	65222
MGR-7	64630	67328	70015	73814	75619
MGR-8	69266	72092	74929	78985	80926
MGR-10	76991	80163	83331	86503	89675
MGR-11	79772	81523	86532	91340	93567
CFT 07	31524	32597	33364	35558	36760