BOARD OF COMMISSIONERS
1200 N. TELEGRAPH ROAD, 12E, PONTIAC, MI 48341, BOC COMMITTEE ROOM A

Legislative Affairs & Government Operations Committee

Tuesday, September 9, 2025 9:00 AM

Brendan Johnson
Committee Chair - District 4

Penny Luebs - District 2

Ann Erickson Gault
Committee Vice Chair – District 3

Marcia Gershenson - District 11

Bob Hoffman - District 7

Karen Joliat
Minority Vice Chair - District 8

Linnie Taylor- District 18

AGENDA

1. Call Meeting to Order
2. Roll Call
3. Pledge of Allegiance
4. Approval of Minutes
    a. **dated August 5, 2025**
5. Approval of Agenda
6. Public Comment (three minutes max per speaker, any topic)
7. Communications
    a. **Board of Commissioners - Appointments - 3rd Quarter Report**
8. Clerk/Register of Deeds Recommendations
    a. **Register of Deeds Updated Fee Schedule**
    Item Category: Resolution
    Presenter: Lisa Brown, Frederick Miller, Craig Jones
    Action Required: Recommend to Board
9. Board of Commissioners Recommendations
    a. **Board of Commissioners - Board of County Canvassers Appointment**
    Item Category: Appointment
    Action Required: Report to Board
10. Human Resources Recommendations
    a. **Human Resources - 2025 Supplemental Collective Bargaining Agreement for Employees Represented by the United Auto Workers, Local 889 (UAW), Representing Department of Information Technology**
    Item Category: Collective Bargaining Agreement
    Presenter: Daniel Klemptner
    Action Required: Recommend and Forward to Finance
    b. **Human Resources - Fiscal Years 2026, 2027, and 2028 Collective Bargaining Agreement for Employees Represented by the Oakland County Employees Union, Affiliated with IBEW Local 58, AFL-CIO (OCEU/IBEW) for Various Non-Supervisory Employees in the Animal Shelter and Pet Adoption Center, Homeland Security, Facilities Maintenance and Operations, Sheriff's Office, and Parks & Recreation**

Item Category: Collective Bargaining Agreement
Presenter: Daniel Klemptner
Action Required: Recommend and Forward to Finance

c. **Human Resources - Fiscal Years 2026, 2027, and 2028 Collective Bargaining Agreement for Employees Represented by the Oakland County Employees Union, Affiliated with IBEW Local 58, AFL-CIO (OCEU/IBEW) for Non-Supervisory Employees in the Water Resources Commissioner Department**
Item Category: Collective Bargaining Agreement
Presenter: Daniel Klemptner
Action Required: Recommend and Forward to Finance

d. **Human Resources - Fiscal Years 2026, 2027, and 2028 Collective Bargaining Agreement for Employees Represented by the Police Officers Association of Michigan (POAM), representing the Medical Examiner Investigators**
Item Category: Collective Bargaining Agreement
Presenter: Daniel Klemptner
Action Required: Recommend and Forward to Finance

e. **Human Resources - Fiscal Years 2025, 2026, 2027, and 2028 Collective Bargaining Agreement for Employees Represented by the Technical, Professional, and Officeworkers Association of Michigan (TPOAM), Representing the Prosecutor Investigators**
Item Category: Collective Bargaining Agreement
Presenter: Daniel Klemptner
Action Required: Recommend and Forward to Finance

f. **Human Resources - Fiscal Year 2026 Salary Recommendations for Non-Represented Employees**
Item Category: Report
Presenter: Heather Mason, Hailey Matthews
Action Required: Recommend and Forward to Finance

11. Parks & Recreation Recommendations

a. **Parks & Recreation - Grant from Parks and Recreation to the City of Rochester for $700,000 to Support the Repair and Restoration of the Clinton River Trail**
Item Category: Grant
Presenter: Chris Ward
Action Required: Recommend and Forward to Finance

b. **Parks & Recreation - Partnership Agreement with the City of Rochester Hills for a Portion of Bloomer Park**
Item Category: Interlocal Agreement
Presenter: Chris Ward
Action Required: Recommend to Board

12. Other Business/Adjournment

PUBLIC ACCESS INFORMATION

View Meeting: https://bit.ly/WatchOCBoard

Updated Agenda: https://oaklandcomi.portal.civicclerk.com/

If you require special accommodations because of a disability, please contact the Board of Commissioners at (248) 858-0100 at least five (5) business days in advance of the meeting.

OAKLAND COUNTY MICHIGAN

BOARD OF COMMISSIONERS

1200 N. Telegraph Road, Bldg. 12 East, Pontiac, MI 48341

Legislative Affairs & Government Operations Committee

Brendan Johnson, Chair

August 5, 2025 at 8:30 AM

MINUTES

1. **Call Meeting to Order**
   Vice Chair Ann Erickson Gault called the meeting of the Legislative Affairs & Government Operations Committee to order at 08:35 AM in Committee Room A 1200 N. Telegraph Road, 12E, Pontiac, MI 48341.
2. **Roll Call**
   MEMBERS PRESENT: Ann Erickson Gault, Marcia Gershenson, Robert Hoffman, Karen Joliat, Penny Luebs, Linnie Taylor (6)

   MEMBERS ABSENT WITH NOTICE: Brendan Johnson (1)
3. **Pledge of Allegiance**
   Vice Chair Ann Erickson Gault led the Committee in the recitation of the Pledge of Allegiance.
4. **Approval of Minutes**

   a. **Board of Commissioners - dated July 8, 2025**
   Penny Luebs moved **approval of the Minutes dated July 8, 2025, as presented**. Seconded by Linnie Taylor.

   Motion Passed.

   Vote Summary (6-0-0)
   Yes: Ann Erickson Gault, Marcia Gershenson, Robert Hoffman, Karen Joliat, Penny Luebs, Linnie Taylor
   No: None
   Abstain: None

5. **Approval of Agenda**
   Penny Luebs moved **approval of the agenda, as presented**. Seconded by Robert Hoffman.

   Motion Passed.

   Vote Summary (6-0-0)

Yes: Ann Erickson Gault, Marcia Gershenson, Robert Hoffman, Karen Joliat, Penny Luebs, Linnie Taylor
No: None
Abstain: None

6. Public Comment

Fabrice Smielianskas, Troy Resident; Suhair Ghannam, Huntington Woods Resident; Susan Farquhar, Pontiac Resident; Mike Flores, Troy Resident

Commissioners' Comments
Speakers:
Kristen Nelson
Robert Hoffman

7. Human Resources Recommendations

a. Human Resources - 2025 Supplemental Collective Bargaining Agreement for Employees Represented by the United Auto Workers, Local 889 (UAW), Representing Treasurer's Office

Linnie Taylor moved to **forward to Finance the proposed Board Action.** Seconded by Marcia Gershenson.

Motion Passed.

Vote Summary (6-0-0)
Yes: Ann Erickson Gault, Marcia Gershenson, Robert Hoffman, Karen Joliat, Penny Luebs, Linnie Taylor
No: None
Abstain: None

b. Human Resources - Implementing the Salary Administration Plan 3rd Quarterly Report for FY2025

Marcia Gershenson moved to **recommend to Board the proposed Board Action.** Seconded by Penny Luebs.

Motion Passed.

Vote Summary (6-0-0)
Yes: Ann Erickson Gault, Marcia Gershenson, Robert Hoffman, Karen Joliat, Penny Luebs, Linnie Taylor
No: None
Abstain: None

8. Parks and Recreation Recommendations

a. Parks & Recreation - Grant to the City of Troy for $250,000 for an Inclusive Playground at Boulan Park

Penny Luebs moved to **forward to Finance the proposed Board Action.** Seconded by Marcia Gershenson.

Motion Passed.

Vote Summary (6-0-0)
Yes: Ann Erickson Gault, Marcia Gershenson, Robert Hoffman, Karen Joliat, Penny Luebs, Linnie Taylor
No: None
Abstain: None

b. Parks & Recreation - Interlocal Partnership Agreement between Oakland County and the Waterford School District

Robert Hoffman moved to **recommend to Board the proposed Board Action.** Seconded by Penny Luebs.

Motion Passed.

Vote Summary (6-0-0)
Yes: Ann Erickson Gault, Marcia Gershenson, Robert Hoffman, Karen Joliat, Penny Luebs, Linnie Taylor
No: None
Abstain: None

9. Board of Commissioners Recommendations

a. Board of Commissioners - Reaffirming Oakland County's Role in Diplomatic Leadership

Robert Hoffman moved to **recommend to Board the attached suggested resolution.** Seconded by Penny Luebs.

Motion Passed.

Vote Summary (6-0-0)
Yes: Ann Erickson Gault, Marcia Gershenson, Robert Hoffman, Karen Joliat, Penny Luebs, Linnie Taylor
No: None
Abstain: None

b. Board of Commissioners - Resolution Affirming Oakland County’s Commitment to Peace, Humanity, and Global Compassion

Robert Hoffman moved to **recommend to Board the attached suggested resolution.** Seconded by Karen Joliat.

Marcia Gershenson moved to **postpone indefinitely the attached Resolution.** Seconded by Linnie Taylor.

Motion Failed.

Vote Summary (3-3-0)

Yes: Ann Erickson Gault, Marcia Gershenson, Linnie Taylor
No: Robert Hoffman, Karen Joliat, Penny Luebs
Abstain: None

Board of Commissioners - Gershenson Amendment
Marcia Gershenson moved to **amend the resolution as presented**. Seconded by Linnie Taylor.

Motion Passed.

Vote Summary (6-0-0)
Yes: Ann Erickson Gault, Marcia Gershenson, Robert Hoffman, Karen Joliat, Penny Luebs, Linnie Taylor
No: None
Abstain: None

Main Motion, as amended.

Motion Passed.

Vote Summary (5-1-0)
Yes: Marcia Gershenson, Robert Hoffman, Karen Joliat, Penny Luebs, Linnie Taylor
No: Ann Erickson Gault
Abstain: None

10. Other Business/Adjournment
The meeting adjourned at 09:35 AM.

NOTE: The foregoing minutes are subject to Committee approval.

Board Appointments Expiring in 2025 for LAGO Committee Consideration - 3rd Quarter Report

Board/Committee/Authority/Etc	Title/Category (if applicable)	Member Name	Term Expires
Road Commission		***Vacancy***	***12/31/2026***
Canvassing Board	Republican	Cathy Buck	10/31/2025
Canvassing Board	Democrat	Gloria Harsten-Spann	10/31/2025
MI Dept of Human Services - Oak Cty DHS Agency Board	Commission Appointee	Grenae Dudley	10/31/2025
Area Agency on Aging	Older Adult Representative	John Erich	12/31/2025
Building Authority	Citizen Member	Jamele Hage	12/31/2025
Parks & Recreation Commission	Oakland County Commissioner	Ann Erickson Gault	12/31/2025
Parks & Recreation Commission	Oakland County Commissioner	Christine Long	12/31/2025
Parks & Recreation Commission	Citizen	Lola Banks	12/31/2025
Retirement and Deferred Compensation Board	Citizen Member	Dion Stephens	12/31/2025

Board Appointments Expiring in 2025 for LAGO Committee Consideration - 3rd Quarter Report

First Appointed
9/19/2013
11/1/2007
10/10/2024
3/18/2015
1/18/2024
1/8/2009
1/18/2024
2/3/2022

OAKLAND COUNTY MICHIGAN
BOARD OF COMMISSIONERS

AGENDA ITEM: Register of Deeds Updated Fee Schedule
DEPARTMENT: Clerk/Register of Deeds
MEETING: Legislative Affairs & Government Operations Committee
DATE: Tuesday, September 9, 2025 9:00 AM - Click to View Agenda

ITEM SUMMARY SHEET

COMMITTEE REPORT TO BOARD

Resolution #2025-5611
Motion to approve the Oakland County Register of Deeds Updated Fee Schedule, as attached, effective November 3, 2025.

ITEM CATEGORY	SPONSORED BY
Resolution	Brendan Johnson

INTRODUCTION AND BACKGROUND

The Oakland County Register of Deeds office is responsible for the recording and management of more than 150,000 real estate documents annually, with over 18 million total documents under management and over 13.8 million documents available online via the Oakland County SuperIndex. Ensuring accessibility of real estate records has been and continues to be a top priority of the Oakland County Clerk/Register of Deeds. The Oakland County Register of Deeds has long provided an on-line search system for real property which initially made real estate records available to the public on a fee-for-search basis.

- In 2006, the Board of Commissioners adopted MR #06160, which established a price structure for subscribers, including large-volume users like title companies, to have different levels of search options.
- In 2014, the Oakland County Clerk/Register of Deeds added the SuperIndex, a free-to-search database of property records which utilized the computational power of a Google-backed search engine.
- In 2021, the Board of Commissioners adopted MR #21-394 to update that price structure.
- In 2024, the Oakland County Clerk/Register of Deeds Lisa Brown, with support from the Purchasing and IT Departments, conducted a Request for Proposals for a land records system and eventually selected Fidlar Technologies.
- The new platform will continue to allow customers to conduct free searches of Oakland County's property database and only incur fees when downloading a document.
- A new fee schedule is to be established to coincide with the new platform to cover costs and accommodate both low and high-volume users of the new system.

In preparation for the Register of Deeds Office to transition to a new land records management system, Clerk/Register Brown and team were prompted to review the fee structure within the Register of Deeds office and are respectfully submitting it to the Board of Commissioners for review

and approval. The proposed fee schedule is contained in the attached document, titled “Oakland County Register of Deeds Updated Fee Schedule.”

POLICY ANALYSIS

HISTORY

The Oakland County Board of Commissioners adopted the Oakland County Enhanced Access to Public Records Policy, pursuant to Public Act 462 of 1996, Enhanced Access to Public Records Act, with the approval of MR #97165 on August 14, 1997, and a Master Fee Structure was first approved on February 24, 2000, with the adoption of MR #00026.

It was agreed in 2006, per MR #06160, that users of the Recorded Document Profile would have access to these records from a website maintained by a vendor who contracts with the Clerk/Register of Deeds Office for professional services, which, as of 2024, is Fidlar Technologies. The Register of Deeds is transitioning to a new land records management system, which will replace both the internal platform and the public-facing platform (The Super Index) used for accessing and ordering property records online. The fees mentioned in the agenda item refer to charges for ordering records online, including "subscription plans" and "pay-per-document" access.

CURRENT REQUEST

This request aims to update the fee schedule for the Register of Deeds (RoD), consolidating all fees into a single document. While it references existing charges for printing maps, recording documents, and requesting copies (which are set by state statute), the only changes under this request would apply to online fees (subscriptions and per document access).

If approved by the BOC, the updated fees would go into effect on 11/3/25 and remain fixed in future fiscal years.

PROPOSED CHANGES TO THE FEE SCHEDULE

Proposed changes to the Fee Schedule include:

- Under Pay Per Access, delete the maximum charge of $50.00/document
- Under Subscription Plans, changes are as follows:
  - ~~50~~ ***60*** document downloads per month - $~~100.00~~ ***200.00***
  - ~~80~~ ***125*** document downloads per month - $~~150.00~~ ***375.00***
  - ~~135~~ ***300*** document downloads per month - $~~250.00~~ ***750.00***
  - ~~Up to~~ ***1,200*** document downloads per month - $~~2,000~~ ***2,500.00***
  - ~~***1901 to 2600 2,500 document downloads per month - $***~~4,000 ~~***4,500.00***~~
  - ~~***2601 to 3,300 document downloads per month - $5,000.00***~~
  - There is no longer a separate subscription plan for Agency Users

*****Purchasers of every document can utilize the Fidlar Monarch platform at the rate of $0.45 per image – contact deeds@oakgov.com for more information.*****

FISCAL IMPACT

These changes are expected to have a potential, but uncertain, positive impact on Clerk/Register of Deeds revenue. There is no budget amendment required at this time.

FISCAL IMPACT: No Budget Amendment Needed

Committee members can contact Pam Worthington, Analyst at 248.613.8325 or worthingtonp@oakgov.com or the department contact persons listed for additional information.

CONTACT

Lisa Brown, County Clerk / Register of Deeds
Frederick Miller, Deputy Clerk Register of Deeds
Craig Jones

ITEM REVIEW TRACKING

Frederick Miller, Clerk/Register of Deeds	Created/Initiated - 8/19/2025
Frederick Miller, Clerk/Register of Deeds	Approved - 8/19/2025
Pamela Worthington, Board of Commissioners	Approved - 8/25/2025
Jawun Nelson, Fiscal Services	Approved - 8/25/2025
Sheryl Johnson, Fiscal Services	Approved - 9/1/2025
Pamela Worthington, Board of Commissioners	Approved - 9/2/2025
Brendan Johnson, Board of Commissioners	Final Approval - 9/8/2025

AGENDA DEADLINE: 08/26/2025 4:30 PM

ATTACHMENTS

1. Oakland County Register Of Deeds Updated Fee Schedule

COMMITTEE TRACKING

2025-09-09 Legislative Affairs & Government Operations - Recommend to Board
2025-09-18 Full Board

Motioned by: Commissioner Linnie Taylor
Seconded by: Commissioner Karen Joliat

Yes: Ann Erickson Gault, Marcia Gershenson, Robert Hoffman, Karen Joliat, Linnie Taylor, David Woodward (6)
No: None (0)
Abstain: None (0)
Absent: Brendan Johnson (1)
Passed

OAKLAND COUNTY REGISTER OF DEEDS
UPDATED FEE SCHEDULE FOR ON-LINE PROPERTY RECORDS SEARCH

**SEARCH OF INDEXED INFORMATION
REMAINS FREE OF CHARGE FOR ALL USERS**

PAY PER DOCUMENT ACCESS

Transaction Charge	$5.00/ transaction
Document Charge	$1.00 for first 2 pages after 2 pages -- $1.00 per page

SUBSCRIPTION PLANS

Monthly subscriptions are 30 days
(price includes all transaction, document and page charges)

60 document downloads per month	$200.00
125 document downloads per month	$375.00
300 document downloads per month	$750.00
1,200 document downloads per month	$2,500.00
2,500 document downloads per month	$4,500.00

Purchasers of every document can utilize the Fidlar Monarch platform at the rate of $0.45 per image – contact deeds@oakgov.com for more information.

OAKLAND COUNTY REGISTER OF DEEDS
UPDATED FEE SCHEDULE

FEES ESTABLISHED BY STATE STATUTE

(MCL 600.2567)

Copies	$1.00 per page
Certification of Copy	$5.00 per document
Recording Fee	$30.00

NOTE: Documents that release or assign multiple libers and pages due to the original lien or mortgage being re-recorded should show all associated libers and pages on the discharge or assignment. The liber and page of the original recording is included in the recording fee. There is a $3 charge for each additional referenced liber and page (fee set by state statute).

MAP PRINTING SERVICES

Exhibit "B" and Plat Drawings (Low Ink)

8 1/2 x 11 (A Size)	$1.00 each/ $5.00 laminated
11x17 (B Size)	$2.50 each/ $7.50 laminated
18 x 24 (C Size)	$3.00 each/ $9.00 laminated
24 x 36 (D Size)	$5.00 each/ $20.00 laminated
36 x 44 (E Size)	$10.00 each/ $30.00 laminated

OakMap Aerial Maps (High Ink)

8 1/2 x 11 (A Size)	$3.00 each/ $8.00 laminated
11 x 17 (B Size)	$5.00 each/ $10.00 laminated
18 x 24 (C Size)	$10.00 each/ $16.00 laminated
24 x 36 (D Size)	$15.00 each/ $23.00 laminated
36 x 44 (E Size)	$20.00 each/ $40.00 laminated

Political Maps, Historical Atlas Maps or Scanned Unrecorded Document (High Ink)

8 1/2 x 11 (A Size)	$3.00 each/ $8.00 laminated
11 x 17 (B Size)	$5.00 each/ $10.00 laminated
18 x 24 (C Size)	$10.00 each/ $16.00 laminated
24 x 36 (D Size)	$15.00 each/ $23.00 laminated
36 x 44 (E Size)	$20.00 each/ $40.00 laminated

OAKLAND COUNTY MICHIGAN
BOARD OF COMMISSIONERS

AGENDA ITEM: Board of County Canvassers Appointment
DEPARTMENT: Board of Commissioners
MEETING: Legislative Affairs & Government Operations Committee
DATE: Tuesday, September 9, 2025 9:00 AM - Click to View Agenda

ITEM SUMMARY SHEET

COMMITTEE REPORT TO BOARD

Resolution #2025-5730
Motion to report to recommend to the full Board the following nominees for the appointment to the Board of County Canvassers for a term beginning November 1, 2025, through October 31, 2029: Gloria Spann, Murray Gorchow and Lauren Lisi, representing the Democratic Party; and Jeff Schaeper, Tim Mauro-Vetter and Werner Gottschalk, representing the Republican Party.

ITEM CATEGORY	SPONSORED BY
Appointment	Brendan Johnson

INTRODUCTION AND BACKGROUND

Pursuant to Public Act 116 of 1954 (MCL 168.24c), the Board of County Canvassers' membership is made up of two members from the Democratic Party and two members from the Republican Party. Pursuant to MCL 168.24c, failure of the county board of commissioners to make these appointments within 10 days after convening their annual meeting shall result in a vacancy, which shall be filled by the County Clerk, pursuant to MCL 168.24d.

The county committee of each political party, not later than September 1 of each odd-numbered year, shall submit to the county clerk the names of 3 interested persons for each party. The terms of the current members, Cathy Buck, Republican, and Gloria Harsten-Spann, Democrat, expire October 31, 2025. Attached are the letters from each political party with their nominees for consideration, which are as follows:

Democratic nominees - Gloria Spann, Murray Gorchow, Lauren Lisi
Republican nominees - Jeff Schaeper, Tim Mauro-Vetter, Werner Gottschalk

The county board of commissioners, within 10 days after convening for their annual meeting, which this year is September 18, 2025, shall elect by ballot 1 of the 3 nominees for each political party.

At this time, the LAGO Committee may decide which nominee (1 from each political party) shall be recommended to the full board for appointment to the Board of County Canvassers for a 4-year term expiring October 31, 2029.

POLICY ANALYSIS

FISCAL IMPACT:

Committee members can contact Pam Worthington, Analyst at 248.613.8325 or worthingtonp@oakgov.com or the department contact persons listed for additional information.

CONTACT

Lisa Brown, County Clerk / Register of Deeds
Joe Rozell

ITEM REVIEW TRACKING

Pamela Worthington, Board of Commissioners	Created/Initiated - 9/5/2025
Pamela Worthington, Board of Commissioners	Approved - 9/5/2025
Brendan Johnson, Board of Commissioners	Final Approval - 9/8/2025

AGENDA DEADLINE: 08/26/2025 4:30 PM

ATTACHMENTS

1. Board of Canvassers Nominees - DEMS
2. Board of Canvassers Nominees - REPS

COMMITTEE TRACKING

2025-09-09 Legislative Affairs & Government Operations - Report to Board
2025-09-18 Full Board

Motioned by: Commissioner Marcia Gershenson
Seconded by: Commissioner Karen Joliat

Yes: Ann Erickson Gault, Marcia Gershenson, Robert Hoffman, Karen Joliat, Linnie Taylor, David Woodward (6)
No: None (0)
Abstain: None (0)
Absent: Brendan Johnson (1)
Passed

OAKLAND COUNTY MICHIGAN
BOARD OF COMMISSIONERS

September 9, 2025

COMMITTEE REPORT TO BOARD
RESOLUTION #2025-5730

Appointment Board of County Canvassers Appointment
Sponsored By:
Brendan Johnson, Commissioner

Chair, the Legislative Affairs & Government Operations Committee recommends the following Board action:

report to recommend to the full Board the following nominees for the appointment to the Board of County Canvassers for a term beginning November 1, 2025, through October 31, 2029: Gloria Spann, Murray Gorchow and Lauren Lisi, representing the Democratic Party; and Jeff Schaeper, Tim Mauro-Vetter and Werner Gottschalk, representing the Republican Party.

Chair, I recommend the adoption of the foregoing Board action.

COMMITTEE TRACKING
2025-09-09 Legislative Affairs & Government Operations - Report to Board
2025-09-18 Full Board

Motioned by: Commissioner Marcia Gershenson
Seconded by: Commissioner Karen Joliat

Yes: Ann Erickson Gault, Marcia Gershenson, Robert Hoffman, Karen Joliat, Linnie Taylor, David Woodward (6)
No: None (0)
Abstain: None (0)
Absent: Brendan Johnson (1)
Passed

ATTACHMENTS
1. Board of Canvassers Nominees - DEMS
2. Board of Canvassers Nominees - REPS

August 29, 2025

County of Oakland
Oakland County Clerk/Register of Deeds
Elections Division
1200 N. Telegraph Rd., Dept 417
Pontiac, MI 48341-0417

VIA EMAIL

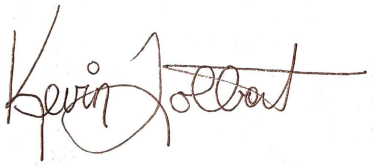
The county committee submits the following nominees in order of preference for the party's expiring seat on the Board of County Canvassers:

Gloria Spann
Murray Gorchow
Lauren Lisi

Please let us know if any additional information is required.

Regards,

Glenda Stainback, Chairperson
11th Congressional District



Kevin Tolbert, Chairperson
12th Congressional District

George Chapp, Chairperson
10th Congressional District

11th Congressional District Republican Committee
33621 Argonne Road
Farmington Hills, MI 48335

August 27, 2025

Ella Mills
Oakland County Elections
1200 N. Telegraph Road
Pontiac, MI 48341-0417

NOMINEES FOR APPOINTMENT TO THE OAKLAND COUNTY BOARD OF CANVASSERS

Dear Ella;

Responding to your email dated August 15, 2025, the elected chairpersons of the six Congressional districts located all or in part in Oakland County met for the purpose of making nominations to fill a Republican vacancy on the Oakland County Board of Canvassers. I was named chair of that ad hoc group for the purpose of communicating our three nominees. We appreciate the opportunity.

These nominations are made, as you suggest, under M.C.L 168.24c(2):

- Jeff Schaeper
  2896 Santia Dr.
  Troy, 48085
  (248) 736-0851
  jrschaeper@gmail.com

- Tim Mauro-Vetter
  6505 Arrowhead Court
  Davisburg, MI 48350
  248-462-5025
  timlovesann@gmail.com

- Werner Gottschalk
  2726 Midvale Dr.
  Rochester Hills, MI 48309
  248-961-2509
  wego0002@comcast.net

Please contact me if you have any questions. Please confirm that you received this email. My contact information is below. This letter is being sent by email (as confirmed to be acceptable with you). Each of the other five district chairs will confirm these nominations by email to you at millse@oaklandcountymi.gov.

Sincerely,

Debra Oestreich
11th District Chair
248-894-5323
codenameliberty@outlook.com

cc:
Edward McCall, 6th District Chair
Daniel Schifko, 7th District Chair
Lori Skibo, 9th District Chair
Theresa Mungioli, 10th District Chair
Jessica Toth, 12th District Chair

OAKLAND COUNTY MICHIGAN
BOARD OF COMMISSIONERS

AGENDA ITEM: 2025 Supplemental Collective Bargaining Agreement for Employees Represented by the United Auto Workers, Local 889 (UAW), Representing Department of Information Technology
DEPARTMENT: Human Resources
MEETING: Legislative Affairs & Government Operations Committee
DATE: Tuesday, September 9, 2025 9:00 AM - Click to View Agenda

ITEM SUMMARY SHEET

COMMITTEE REPORT TO BOARD

Resolution #2025-5679
Motion to approve the proposed Supplemental Agreement between the County of Oakland and the United Auto Workers (UAW), Local 889, covering the period of August 14, 2025, through September 30, 2028, for non-supervisory employees in the Department of Information Technology effective August 9, 2025.

ITEM CATEGORY	SPONSORED BY
Collective Bargaining Agreement	Brendan Johnson

INTRODUCTION AND BACKGROUND

On October 24, 2024, the Oakland County Board of Commissioners adopted M.R. 24079, a Collective Bargaining Agreement with the United Auto Workers (UAW), Local 889, for Fiscal Years 2025, 2026, 2027, and 2028.

The County of Oakland and the United Auto Workers, Local 889 (UAW) have negotiated a new Supplemental Agreement for the following:

- Thirty-four (34) classifications within the Department of Information Technology covering non-supervisory employees. This agreement addresses the following items as well: Personal Leave, Work Schedules and Vehicles.

A budget amendment is not required, as the fiscal impact of the agreement will be reflected in the FY 2026 - FY 2028 Adopted Budget. See attached financial impact statement.

POLICY ANALYSIS

This request is to approve a supplemental agreement to the original UAW agreement approved on October 24, 2024. This supplement adds 34 non-supervisory classifications in the Information Technology Department, which are listed on the attached agreement.

- The employees under this supplemental agreement will receive 10 personal days within 30 days of this agreement being approved by the Board of Commissioners.

- Employees under this supplemental agreement who enter a non-hybrid work schedule shall receive an additional five floating holidays within 60 days of this agreement being approved by the Board of Commissioners.
- IT Service Technicians who are assigned to the Infrastructure Services Division - Radio Team shall be provided with a take-home vehicle.
- The effective date of the supplemental agreement is August 14, 2025. However, the salaries for these classifications would be retro to August 9, 2025, which is the beginning of the pay period.

FISCAL IMPACT: No Budget Amendment Needed

Committee members can contact Pam Worthington, Analyst at 248.613.8325 or worthingtonp@oakgov.com or the department contact persons listed for additional information.

CONTACT

Daniel Klemptner

ITEM REVIEW TRACKING

Hailey Matthews, Human Resources	Created/Initiated - 8/21/2025
Renee Collins-Curtis, Fiscal Services	Approved - 9/3/2025
Sheryl Johnson, Fiscal Services	Approved - 9/8/2025
Pamela Worthington, Board of Commissioners	Approved - 9/8/2025
Brendan Johnson, Board of Commissioners	Final Approval - 9/8/2025

AGENDA DEADLINE: 08/26/2025 4:30 PM

ATTACHMENTS

1. 2025 Department of Information Technology Supplemental Draft - Non Sup
2. Information Technology - Financial Impact Statement - Final

COMMITTEE TRACKING

2025-09-09 Legislative Affairs & Government Operations - Forward to Finance
2025-09-10 Finance - Recommend to Board
2025-09-18 Full Board

Motioned by: Commissioner Marcia Gershenson
Seconded by: Commissioner Linnie Taylor

Yes: Ann Erickson Gault, Marcia Gershenson, Karen Joliat, Penny Luebs, Linnie Taylor, David Woodward (6)
No: Robert Hoffman (1)
Abstain: None (0)
Absent: Brendan Johnson (1)
Passed

Department of Information Technology

Non-Supervisory Employees

SUPPLEMENTAL AGREEMENT

Between

COUNTY OF OAKLAND

And the

INTERNATIONAL UNION, UNITED AUTOMOBILE, AEROSPACE AND AGRICULTURAL IMPLEMENT WORKERS OF AMERICA (UAW), AND ITS LOCAL 889.

August 14, 2025 through September 30, 2028

This Supplemental Agreement is supplemental to and becomes a part of the UAW Local 889 Primary Agreement, hereinafter referred to as the "Primary Agreement" for the period commencing the 14th day of August 2025 for the classifications recognized below.

Recognition:

- All non-supervisory employees of the Department of Information Technology listed in the Wage and Wage Increment Schedule below.

Wages and Wage Increment Schedule:

Class Title	Final Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
9-1-1 County Coordinator	127	94,064	98,630	103,197	107,762	112,329	116,895	121,461	126,027
Application Analyst Programmer I	122	73,702	77,279	80,857	84,434	88,012	91,590	95,168	98,746
Application Analyst Programmer II	125	85,319	89,460	93,602	97,743	101,885	106,027	110,169	114,311
Application Analyst Programmer III	128	98,767	103,561	108,356	113,151	117,945	122,739	127,535	132,329
Business Relationship Manager	134	132,357	138,782	145,207	151,632	158,057	164,483	170,908	177,333
CLEMIS 9-1-1 Operator	127	94,064	98,630	103,197	107,762	112,329	116,895	121,461	126,027
CLEMIS Business Analyst	124	81,255	85,200	89,144	93,090	97,034	100,979	104,923	108,867
CLEMIS Support Specialist	112	45,246	47,442	49,639	51,835	54,032	56,228	58,425	60,621
CLEMIS Systems Analyst Senior	129	103,705	108,740	113,774	118,808	123,842	128,877	133,911	138,945
CLEMIS User Support Specialist II	121	70,191	73,600	77,006	80,414	83,822	87,229	90,636	94,044
Data Base Administrator	130	108,891	114,176	119,462	124,749	130,035	135,321	140,606	145,893
Data Processing Equipment Operator	115	52,378	54,921	57,463	60,006	62,548	65,092	67,634	70,177
Employee Records Specialist	112	45,246	47,442	49,639	51,835	54,032	56,228	58,425	60,621
GIS Enterprise Data Technician	119	63,666	66,756	69,847	72,937	76,028	79,119	82,210	85,300
IT Business Analyst	124	81,255	85,200	89,144	93,090	97,034	100,979	104,923	108,867
IT Project Manager	129	103,705	108,740	113,774	118,808	123,842	128,877	133,911	138,945
IT Security Specialist	126	89,585	93,934	98,282	102,631	106,980	111,329	115,678	120,026
IT Services Technician I	114	49,884	52,305	54,727	57,149	59,570	61,992	64,414	66,835
IT Services Technician II	120	66,849	70,095	73,340	76,585	79,830	83,075	86,320	89,566
IT Services Technician III	122	73,702	77,279	80,857	84,434	88,012	91,590	95,168	98,746
IT User Support Specialist I	119	63,666	66,756	69,847	72,937	76,028	79,119	82,210	85,300
IT User Support Specialist II	121	70,191	73,600	77,006	80,414	83,822	87,229	90,636	94,044
Network Administrator I	124	81,255	85,200	89,144	93,090	97,034	100,979	104,923	108,867
Network Administrator II	128	98,767	103,561	108,356	113,151	117,945	122,739	127,535	132,329

Network Engineer	129	103,705	108,740	113,774	118,808	123,842	128,877	133,911	138,945
Office Support Clerk	107	35,096	36,868	38,640	40,411	42,183	43,955	45,726	47,499
Office Support Clerk Senior	109	39,085	40,982	42,880	44,777	46,675	48,572	50,469	52,367
Procurement Technician	110	41,039	43,032	45,025	47,016	49,008	51,001	52,993	54,985
Project Support Specialist	112	45,246	47,442	49,639	51,835	54,032	56,228	58,425	60,621
Systems Administrator I	124	81,255	85,200	89,144	93,090	97,034	100,979	104,923	108,867
Systems Administrator II	128	98,767	103,561	108,356	113,151	117,945	122,739	127,535	132,329
Systems Analyst Senior	129	103,705	108,740	113,774	118,808	123,842	128,877	133,911	138,945
Systems Engineer	129	103,705	108,740	113,774	118,808	123,842	128,877	133,911	138,945
Telephone Communications Technician	117	57,747	60,550	63,354	66,157	68,960	71,764	74,566	77,370

Personal Leave

- Employees shall receive ten (10) Personal Leave days in accordance with Section 65.1 within 30 days of approval by the Board of Commissioners of this agreement.

Hybrid and Remote Work

- Employees shall make a hybrid work decision, following Section 74.3 of the Primary Agreement, within 30 days of approval by the Board of Commissioners. Employees who enter a non-hybrid schedule shall receive an additional five (5) Floating Holidays within 60 days of approval by the Board of Commissioners.

Vehicles

- IT Service Technicians assigned to the Infrastructure Services Division – Radio Team will be provided with take home vehicles following the current established practice.

Signatures

In witness whereof, the County of Oakland through its representatives and UAW Local 889, on behalf of its represented employees, hereby cause this Supplemental Agreement to be executed.

FOR THE UNION:	FOR THE EMPLOYER:
_____	_____
UAW Region I, International Servicing Rep.	County Executive
_____	_____
UAW Local 889, 1st Vice President UAW Unit Chairperson – Supervisory Employees	Chairperson, Board of Commissioners
_____	_____
UAW Local 889, 2nd Vice President UAW Unit Chairperson – Non-Supervisory Employees	Director, Human Resources

MR# 2025-5679

AGENDA ITEM: Fiscal Years 2026, 2027, and 2028 Supplemental Collective Bargaining Agreement for Employees Represented by the United Auto Workers, Local 889 (UAW), Representing Department of Information Technology.

NOTE: A budget amendment is not required as the agreement will be reflected in the FY 2026 - FY 2028 Adopted Budget. See financial impact statement below.

Total Salary and Fringe Benefits with Agreement Adjustments					
Fiscal Year	All Funds	FRMS FND53100	CLEMIS FND53500	RADIO Fund FND53600	IT Fund FND63600
FY2026 : 5% COLA	$ 1,040,511.53	$ 37,261.43	$ 141,401.95	$ 57,455.25	$ 804,392.90
FY2027: 3.75% COLA	$ 840,866.18	$ 32,920.60	$ 114,931.26	$ 48,823.23	$ 644,191.08
FY2028: 3.75% COLA	$ 868,611.01	$ 33,523.85	$ 118,609.91	$ 50,022.83	$ 666,454.43
Total	$ 2,749,988.72	$ 103,705.89	$ 374,943.12	$ 156,301.31	$ 2,115,038.41
Total number of Thirty-four (34) classifications					

YoY Changes					
Fiscal Years	All Funds	FRMS FND53100	CLEMIS FND53500	RADIO Fund FND53600	IT Fund FND63600
FY2026 - FY2027	$ (199,645.35)	$ (4,340.83)	$ (26,470.69)	$ (8,632.02)	$ (160,201.82)
FY2027 - FY2028	$ 27,744.83	$ 603.25	$ 3,678.65	$ 1,199.60	$ 22,263.34

OAKLAND COUNTY MICHIGAN
BOARD OF COMMISSIONERS

AGENDA ITEM: Fiscal Years 2026, 2027, and 2028 Collective Bargaining Agreement for Employees Represented by the Oakland County Employees Union, Affiliated with IBEW Local 58, AFL-CIO (OCEU/IBEW) for Various Non-Supervisory Employees in the Animal Shelter and Pet Adoption Center, Homeland Security, Facilities Maintenance and Operations, Sheriff's Office, and Parks & Recreation
DEPARTMENT: Human Resources
MEETING: Legislative Affairs & Government Operations Committee
DATE: Tuesday, September 9, 2025 9:00 AM - Click to View Agenda

ITEM SUMMARY SHEET

COMMITTEE REPORT TO BOARD

Resolution #2025-5709
Motion to approve the proposed Collective Bargaining Agreement between the County of Oakland and the Oakland County Employees Union, Affiliated with IBEW Local 58, AFL-CIO (OCEU/IBEW) for non-supervisory employees in the Animal Shelter and Pet Adoption Center, Homeland Security, Facilities Maintenance and Operations, Sheriff's Office, and Parks & Recreation, covering the period of October 1, 2025, through September 30, 2028.

ITEM CATEGORY	SPONSORED BY
Collective Bargaining Agreement	Brendan Johnson

INTRODUCTION AND BACKGROUND

The County of Oakland and Oakland County Employees Union, Affiliated with IBEW Local 58, AFL-CIO (OCEU/IBEW) for various non-supervisory employees in the Animal Shelter and Pet Adoption Center, Homeland Security, Facilities Maintenance and Operations, Sheriff's Office, and Parks & Recreation, have negotiated a three (3) year Collective Bargaining Agreement for the period October 1, 2025, through September 30, 2028. This agreement covers 253 full-time positions.

The parties have agreed to the following:

- A 5.0% wage increase for Fiscal Year 2026, retroactive to August 13, 2025
- A one-time payment of $1,500 to be paid upon Board approval.
- A 3.75% wage increase for Fiscal Year 2027, plus a one-time $500 incentive payment.
- A 3.75% wage increase for Fiscal Year 2028, plus a one-time $500 incentive payment.
- The County will provide an annual $500 "Merit Max. Incentive" to employees that have been at the top of the salary range for more than 1 year.
- $0.25 per hour increase in shift differential from the current rate.
- A 401(a) employer contribution increase to 12% in Fiscal Year 2028.
- Increase Personal Leave from 5 to 10 days each calendar year; increase Personal Leave cap from 15 days to 20 days.
- Provide 7 days (56 hours) of death leave for spouse, partner, parent, guardian or child; 3 days for other relatives.

- Acceptance of the 5 Year Benefits Plan adopted by the Board of Commissioners for non-represented employees.

A budget amendment is not needed, as the fiscal impact of the agreement will be reflected in the FY 2026 - FY 2028 Adopted Budget. See attached financial impact statement.

POLICY ANALYSIS

- This Collective Bargaining Agreement was ratified on August 13, 2025

FISCAL IMPACT: No Budget Amendment Needed

Committee members can contact Pam Worthington, Analyst at 248.613.8325 or worthingtonp@oakgov.com or the department contact persons listed for additional information.

CONTACT

Daniel Klemptner

ITEM REVIEW TRACKING

Hailey Matthews, Human Resources	Created/Initiated - 8/26/2025
Renee Collins-Curtis, Fiscal Services	Approved - 9/3/2025
Sheryl Johnson, Fiscal Services	Approved - 9/8/2025
Pamela Worthington, Board of Commissioners	Approved - 9/8/2025
Brendan Johnson, Board of Commissioners	Final Approval - 9/8/2025

AGENDA DEADLINE: 08/26/2025 4:30 PM

ATTACHMENTS

1. MR #2025-5709 - Financial Impact Statement - Final
2. IBEW 2025-2028 CBA FINAL 9.2.25
3. IBEW Summary 2025-2028

COMMITTEE TRACKING

2025-09-09 Legislative Affairs & Government Operations - Forward to Finance
2025-09-10 Finance - Recommend to Board
2025-09-18 Full Board

Motioned by: Commissioner Marcia Gershenson
Seconded by: Commissioner Linnie Taylor

Yes: Ann Erickson Gault, Marcia Gershenson, Karen Joliat, Penny Luebs, Linnie Taylor, David Woodward (6)
No: Robert Hoffman (1)
Abstain: None (0)
Absent: Brendan Johnson (1)
Passed

MR# 2025-5709

AGENDA ITEM: Fiscal Years 2026, 2027, and 2028 Collective Bargaining Agreement for Employees Represented by the Oakland County Employees Union, Affiliated with IBEW Local 58, AFL-CIO (OCEU/IBEW) for Various Non-Supervisory Employees in the Animal Shelter and Pet Adoption Center, Homeland Security, Facilities Maintenance and Operations, Sheriff's Office, and Parks & Recreation.

NOTE: A budget amendment is not required as the agreement will be reflected in the FY 2026 - FY 2028 Adopted Budget. See financial impact statement below.

Total Salary and Fringe Benefits with Agreement Adjustments				
Fiscal Year	All Funds	General Fund FND10100	Parks and Recreation Fund FND50800	FM&O Fund FND63100
*FY2025 **	$ 22,919,017.00	$ 5,496,714.00	$ 5,706,316.00	$ 11,715,987.00
FY2026 : 5% COLA	$ 24,160,941.00	$ 5,793,923.00	$ 5,995,653.00	$ 12,371,365.00
FY2027: 3.75% COLA	$ 24,524,911.00	$ 5,870,597.00	$ 6,098,973.00	$ 12,555,341.00
FY2028: 3.75% COLA	$ 25,296,261.00	$ 6,052,859.00	$ 6,291,760.00	$ 12,951,642.00
Total	$ 96,901,130.00	$ 23,214,092.00	$ 24,092,702.00	$ 49,594,335.00
Total number of positions affected is 253				
** FY2025 has a prorated date of August 13, 2025*				

YoY Changes				
Fiscal Years	All Funds	General Fund FND10100	Parks & Recreation Fund FND50800	FM&O Fund FND63100
*FY2025 - FY2026**	$ 1,241,924.00	$ 297,209.00	$ 289,337.00	$ 655,378.00
FY2026 - FY2027	$ 363,970.00	$ 76,674.00	$ 103,320.00	$ 183,976.00
FY2027 - FY2028	$ 771,350.00	$ 182,262.00	$ 192,787.00	$ 396,301.00
** FY2025-2026 reflects a one-time $1,500 bonus*				

THE COUNTY OF OAKLAND

AND

OAKLAND COUNTY EMPLOYEES UNION
affiliated with IBEW Local 58, AFL-CIO

COLLECTIVE BARGAINING AGREEMENT
October 1, 2025 – August 1, 2028

AGREEMENT

This Agreement is made and entered into on August 13, 2025, by and between Oakland County, hereinafter referred to as the "Employer," and the Oakland County Employees Union affiliated with IBEW Local 58, AFL-CIO, hereafter referred to as the "Union." It is the desire of both parties to this agreement to continue to work harmoniously and to promote and maintain high standards between the Employer and the Union, which will best serve the citizens of Oakland County.

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ARTICLE I- LABOR-MANAGEMENT COOPERATION

We mutually agree that:

- Employees want to be involved in the decisions that affect them.
- Employees take pride in their jobs.
- Employees strive to deliver effective services to the citizens of Oakland County.
- Employees, management, and the citizens of Oakland County benefit from adherence to the spirit and intent of this Agreement.

In recognition of the foregoing, both parties agree to meet at regular intervals at the department level, at the request of either party, to discuss employee suggestions, problems, methods of improving morale and other similar subjects, and concerns either party may have, including service issues, and regulated and unregulated changes impacting the department. Ongoing communication at all levels is essential for this optimal labor-management relationship.

To foster an environment of mutual respect and open communication, the parties may engage in joint training programs for all OCEU/IBEW represented employees and all levels of management. Labor management training is provided at no cost by Michigan Employment Relations Commission and the Federal Mediation and Conciliation Service.

Special conferences for important matters may be arranged at a mutually convenient time between the Union and the Employer or its designated representative upon the request of either party. Such meetings shall be between at least two representatives of the Employer and no more than two employee representatives of the Union and the business agent, if so desired. Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the meeting must be presented at the time the conference is requested. Matters taken up on special conferences must be confined to those included in the agenda. The members of the Union will not lose time or pay for time spent in such special conferences.

Labor Management Committee will meet monthly at a time agreed to by both parties in January of each year. Each side shall select no more than three (3) representatives; however, there will be no limit to how many visitors or special guests to resolve any matters brought before the committee.

- Standing LMC Agenda Item: Discussion regarding 4-10 Observed Holiday ‘Solution’

Safety Committee will meet monthly, or as otherwise agreed to by the parties, at a time agreed to by both parties in January of each year. Each side shall select no more than three (3) representatives unless otherwise agreed to by the parties; however, there will be no limit to how many visitors or special guests to resolve any matters brought before the committee.

County Park Discount Committee will convene an employee/management work group with representatives from the Parks Commission to explore how to create this perk. Convening shall not exceed two (2) hours per year.

ARTICLE 2- RECOGNITION

The Employer recognizes the Union as the exclusive representative of the following listed classifications for employees employed by Oakland County, for the purposes of collective bargaining with respect to rates of pay, wages, hours of employment and other terms and conditions of employment in the bargaining unit for which they have been certified and which the Union is recognized as collective bargaining representative, subject to and in accordance with the provisions of act 336 of the public acts of 1947, as amended.

Animal Control Officer-011
Financial Services Tech I-011
Financial Services Tech II-011
Office Support Clerk-011
Office Support Clerk Senior-011
Animal Shelter Attendant-011
Office Leader-011
Veterinarian Technician-011
Animal Control Shelter Leader-011
Central Employee Records Cooridinator-011
General Maintenance Mechanic -018
Financial Services Technician I-018
Financial Services Technician II-018
Office Support Clerk-018
Office Support Clerk Senior-018
Clerk II Delivery Person-018
Storekeeper I-018
Employee Records Specialist-018
Materials Management Clerk-018
Office Leader-018
Warrants Clerk-018
Storekeeper II-018
Work Projects Coordinator-018
Financial Services Technician III-018
Custodial Worker-020
Custodial Worker Senior-020
Mobile Unit Custodial Worker-020
General Maintenance Mechanic-023
Skilled Maintenance Mechanic II-023
Painter-023
Skilled Maintenance Mechanic Carpenter-023
Skilled Maintenance Mechanic Electrician-023
Skilled Maintenance Mechanic HVAC-023
Skilled Maintenance Mechanic Plumber-023
Central Stock Attendant-023
Maintenance Laborer-023
Skilled Maintenance Mechanic I-023
Safety Dispatcher-023
Grounds Equipment Mechanic-024
Groundskeeper Crew Chief-024
Groundskeeper Specialist Irrigation-024
Automobile Mechanic I-024
Automobile Mechanic II-024
Groundskeeper I-024
Groundskeeper II-024
Groundskeeper Specialist-024
GIS CAD Technician Senior-024
Natural Resources Specialist-050
Parks Maintenance Coordinator-050
Parks Maintenance Specialist-050
Natural Resources Program Coordinator-050
General Maintenance Mechanic-050
Skilled Maintenance Mechanic II-050
Skilled Maintenance Mech Carpenter-050
Skilled Maintenance Mech Electrician-050
Skilled Maintenance Mechanic HVAC-050
Skilled Maintenance Mech Plumber-050
Groundskeeper I-050
Groundskeeper II-050
Groundskeeper Specialist-050
Maintenance Laborer-050
Natural Resources Technician-050
Parks Maintenance Aide-050
Skilled Maintenance Mech I-050
Parks Equipment Mechanic-050
Painter (Parks)-050
Automobile Mechanic II-050
Locksmith-050
Parks Crew Chief-050

ARTICLE 3- MANAGEMENT RESPONSIBILITY

The right to hire, promote, discharge or discipline for just cause, and to maintain discipline and efficiency of employees, is the sole responsibility of the Employer except that the Union members shall not be discriminated against as such. In addition, work schedules, methods and means of departmental operations are solely and exclusively the responsibility of the Employer, subject, however, to the provisions of this agreement.

ARTICLE 4- DUES CHECK-OFF

The Employer agrees to deduct the Union membership initiation fee and dues, once each month, from the pay of those employees who individually authorize in writing that such deductions be made. All authorizations delivered to the Employer prior to the first day of the month shall become effective during that succeeding month.

Check-off monies will be deducted from the second paycheck of each month and shall be remitted together with an itemized statement to the local treasurer within fourteen (14) days after the deductions have been made.

An employee shall cease to be subject to check-off deductions beginning with the month immediately following the month in which they are no longer a member of the bargaining unit. Any employee may voluntarily cancel or revoke the authorization for checkoff deduction upon written notice to the Employer and the Union during the following time periods: December 15 to December 31 each year, and the fifteen (15) day period prior to the expiration of the collective bargaining agreement.

The Union will protect and save harmless the Employer from any and all claims, demands, suits and other forms of liability by reason of action taken by the Employer for the purpose of complying with this article.

If Right to Work is appealed, the Union and Employer will reach an agreement to address payment of dues.

In order to effectuate discontinuance of dues, both the County and the Union must be notified of the request to discontinue paying dues.

Members can choose between A or B membership once each year between December 15 to December 31, and the fifteen (15) day period prior to the expiration of the collective bargaining agreement.

ARTICLE 5- STEWARDS AND ALTERNATE

There will be one (1) Chief Steward and one (1) Alternate Steward for the bargaining group and additional stewards and alternates for the individual units. All stewards and alternate stewards must come from the department they represent.

Stewards will be permitted to leave their work after notifying their respective supervisors and recording their time, for the purpose of adjusting grievances in accordance with the grievance procedure and for reporting to the grievant a change in status of their grievance. Permission for stewards to leave their workstations will not be unreasonably withheld. Stewards will report their time to their supervisor upon returning from a grievance discussion.

The privilege to leave their work during working hours, without loss of pay, is extended with the understanding that the time will be devoted to the prompt handling of grievances and will not be abused, and that they will continue to work at their assigned jobs at all times except when permitted to leave their work and handle grievances.

The Union president shall be released from work for four hours on each regularly scheduled straight time work day for Union business (20 straight time hours per week). If the Union president is assigned a four day 10 hours per day straight time work schedule, then they shall have five hours on each regularly scheduled straight time work day for Union business (20 straight time hours per week). Union time only includes regular straight time hours. Union business hours missed because of illness, vacation, or other time off shall not be rescheduled or utilized later.

Release time must be scheduled with the Employer during the second-half of the work day while the Union president is assigned to the water resources commissioner. If the Union president is assigned to work in another department or work area other than the water resources, the parties will negotiate when during the president's work day they will have Union release time.

The Chief Steward or Alternate Chief Steward must notify their supervisor before leaving their work period the Chief Steward or Alternate Chief Steward shall be permitted to leave their work to handle grievances below the grievance committee level only when the units steward or alternate steward is unavailable. Should any steward position become vacant, the Union agrees to fill the vacancy and notify the Employer within ten (10) working days. The Chief Steward and Alternate Chief Steward will not come from the same functional unit.

Stewards may receive but will not solicit grievances (this is not to be construed as to prohibit stewards from advising members related to contract interpretation).

The Union will furnish the Employer with the names of its authorized representatives who are employed within the unit and such changes as may occur from time to time in such personnel so that the Employer may at all times be advised as to the authority of the individual representative of the Union with which it may be dealing.

All new employees who have been hired into classifications covered by this agreement will be required to attend the county's new hire orientation during which the Union will have the opportunity to provide a separate twenty (20) minute presentation. In this presentation by way of description and not limitation, the Union may introduce representatives, describe the Union's office location, explain the benefits and conditions of Union membership, provide a copy of the collective bargaining agreement, describe membership roles in Union activities, and discuss other Union-related matters. County representatives will not interfere with this opportunity or the Union's presentation.

ARTICLE 6- SENIORITY

New employees may acquire seniority by working six (6) continuous months in which event the employee' s seniority will date back to the date of hire into the department. An employee shall be credited with seniority for the time employed in the department where they are currently employed.

When the employee acquires seniority, their name shall be placed on the seniority list in the order of their seniority date. An up-to-date list shall be furnished to the Union every six (6) months. An employee shall lose their seniority for the following reasons:

a) If the employee resigns or retires
b) If the employee is discharged and not reinstated
c) If the employee is absent from work for three (3) working days without properly notifying the Employer, unless satisfactory reason is given
d) If the employee does not return to work at the end of an approved leave
e) If the employee does not return to work when recalled from a layoff

ARTICLE 7- ACCESS TO EMPLOYEES AND FACILITES

The Union representatives, officers, and/or stewards shall have access to interview and or meet with a bargaining unit member or see a work area as related to a grievance and or labor contract related matter.

Union representatives shall observe all Employers security and access procedures and may need to be accompanied to and from meeting locations within a building when required by such procedures for employees.

Union representatives may host meetings in Employer facilities with bargaining unit members. Upon arrival, the Union representative will notify management of their presence. The Union representative may, at their discretion, prearrange with Labor Relations a date in time at which the Union would like to host a meeting in an Oakland County facility with bargaining unit employees.

The Union may request Labor Relations to coordinate with the department a specific location or conference room for such meetings. The Union shall follow applicable facility security and access procedures generally applicable to employees. The meeting shall not interfere with the employees' daily work assignments.

ARTICLE 8- BULLETIN BOARD AND ELECTRONIC COMMUNICATION

The Employer must assign space in a conspicuous location for a secure lacking style bulletin board at each unit which shall be provided and used by the Union for posting notices, bearing the written approval of the Chief Steward of the local Union, which shall be restricted to:

a) Notices of Union recreational and social affairs

b) Notices of Union elections
c) Notices of Union appointments and results of Union elections
d) Notices of Union meetings
e) Other notices of bona fide Union affairs which are not political or libelous in nature

Union bulletin boards shall be installed in designated locations that have been mutually agreed upon by management within the department. A bulletin board shall be placed in every work location where two or more bargaining members work on a regular basis. The Union shall provide the bulletin boards, which may be approved by the County. Approval shall not be unreasonably withheld. The following list is not exhaustive and should be evaluated as needed annually by the parties.

Animal Shelter and Pet Adoption Center

Facilities Maintenance and Operations

1. Downstairs near supervisor offices where job assignments are given to Maintenance and Custodial
2. Courthouse: Downstairs near supervisors' offices and timeclock
3. L. Brooks Patterson Building: Basement area near custodial office
4. North Oakland Health Center: Maintenance area
5. Paint Shop
6. Public Works Building: FM0-Painters and workshop area/grounds area (total of 2)

Homeland Security

1. FMO Locations

Parks and Recreation

1. Main office - Watkins Lake Road
2. Lyon Oaks
3. Springfield Oaks
4. Addison Oaks
5. Groveland Oaks
6. Glen Oaks
7. Red Oaks

Sheriff's Office

1. Sheriff's Administration Building – Custodial
2. Jail – Location TBD
3. Records unit

Email addresses of bargaining unit members will be provided to the Union so that the Union may communicate electronically with its members on the topics listed within this article.

ARTICLE 9- WAGE INCREASES

Three (3) year contract October 1, 2025 – August 1, 2028. Me-too for all represented/Unions, except those eligible for Act 312 arbitration, on annual increases only.

The bargaining unit will receive a $1500 bonus and then a 5% wage increase following ratification of this Agreement.

MUST BE TIED TO HEALTH CONCESSIONS AND THE ATTACHED CHART- Appendix C

Max. $10/$35 increase in Employee cost share; expanded family composition table; increased waivers

Implement a 5-Tier Prescription Plan ($10/$30/$50/$100/$150) in CY 2027 that aligns with the BCBS formulary and models the non-union plan

The bargaining unit will receive a 3.75% wage increase taking effect the first pay period in October 2026 as well as a $500, one-time incentive to be paid on a special, separate payroll check during the first pay period of the Fiscal Year.

The bargaining unit will receive a 3.75% wage increase taking effect the first pay period in October 2027 as well as a $500, one-time incentive to be paid on a special, separate payroll check during the first pay period of the Fiscal Year

TIED TO 5-TIER Rx CHANGE

ARTICLE 10- SALARY STEPS AND MERIT MAXIMUM INCENTIVE

Employees who are not at the top step of the wage schedule for their classification shall receive annual merit step increases through the life of this Agreement upon an acceptable review from their supervisor.

Should a supervisor fail to provide a review in time for an Employee's merit date, the Employee shall automatically move to the next step.

Under the sole discretion of an employee's supervisor, employees may move up two (2) steps with the appropriate justification from their supervisor at the time, with department head approval, of their merit date.

The decision to move an employee more than one step shall not be reviewable under the grievance and arbitration procedures.

The Employer has the authority to place new hires in any step within the classification taking into consideration job experience and other factors requiring a new hire to start above the base salary.

Employees who have been at the highest step of the wage schedule for their classification for at least one (1) year shall receive $500 each year on the first pay date following their merit date.

ARTICLE 11- SHIFT PREMIUM

All employees regularly scheduled to work second shift will be paid an additional $0.25 per hour (currently $0.75 per hour = $1.00.) All employees regularly scheduled to work third shift will be paid an additional $0.25 per hour (currently $1.00 per hour = $1.25.)

ARTICLE 12- CERTIFICATION AND LICENSE EXPENSES

The Employer will pay for the expense of obtaining a Commercial Driver's License (CDL) that is utilized for Department needs and will reimburse the employee for the difference in costs between a standard driver's license and a CDL, as well as the cost of required endorsements. The Employer will pay for the cost of any required Department of Transportation (DOT) physical exam, unless the Employee chooses to go to their own physician. In such cases, the Employee will be responsible for the costs of using their own physician.

In the event an Employee, due to a medical or physical condition, is unable to pass their DOT physical and maintain their CDL, the Employer may permit the Employee to transfer to a classification, or the Employer reevaluate their current position, to a position that does not require a CDL and has minimal impact on pay and benefits.

Cancellation of a DOT physical as a result of failing to appear, and the Employer has already paid for such service, shall result in the Employee being responsible for the cost of the subsequent DOT physical.

Employees who obtain and maintain a CDL for purposes of their job duties will be compensated five hundred ($500) dollars annually the first pay of the fiscal year.

To the extent permitted by law, the Employees who separate from the County of Oakland for reasons other than retirement or disability, within six months of this incentive payment, the Employer may deduct the incentive payment from the Employees final paycheck.

The County of Oakland agrees to reimburse Employees for the cost of any certification or license that is required or may be utilized as part of their job duties.

The Employer agrees not to coerce Employees to participate in any training or educational program that requires an outside-of-work time commitment. Failure to participate by the Employee shall not subject the Employee to retaliation or disciplinary action.

Additional certifications may fall under the individual Department Appendix

ARTICLE 13- RETIREMENT

The Employer will provide a 457(b) deferred compensation plan account annual match up to $1,500 for participating members.

Employees will contribute 3% of earnings each pay period through a payroll deduction. The Employer will provide to bargaining unit members the following annual percentage contribution amounts starting each year in October for its 401(a) retirement account:

FY 2026: 9%
FY 2027: 9%
FY 2028: 12%

ARTICLE 14- BENEFIT CONSULTATION RELEASE

The Employer agrees to allow employees to meet with the Employer's benefit or retirement consultants (i.e. Empower, Graystone Consulting) during their scheduled work hours up to twice per year and not to exceed sixty (60) minutes for each occurrence if the meeting occurs in the building in which the employee is assigned or virtually. Employees shall not be required to use leave time, relief periods or lunch periods for such meetings. The employee shall notify their supervisor when scheduling such meetings and may be required to reschedule the meeting due to operational demands.

ARTICLE 15- LAYOFF, RECALL, AND TRANSFER

15.1 If it becomes necessary for the Employer to reduce the number of employees in the workforce, the Union Employees will be laid off within their Department in reverse order of their seniority (lowest to highest). Non union member employees will be laid off first before Union member employees of the same or lower salary grade, except for full time employees that are not eligible to be in the Union with longer length of continuous service for Employer. In order to avoid layoff, an employee may displace lower seniority employees within the Department in equal or lower graded classifications provided they have the present ability to satisfactorily perform the available work with reasonable orientation and training (within three months). The Employee moving to a lower graded classification shall be paid at the step closest to their current salary. If multiple employees within the same Department share the same seniority date, for purposes of layoff, the employee's total length of full time or part time eligible Employer service (lowest to highest) shall be used as the "tie-breaker". For purposes of recall, the employee's total length of Employer service (highest to lowest) shall be used as the "tie-breaker".

15.2 The Employer agrees to notify the Union's Unit Reps when the Employer's decision is made of any anticipated layoff. Such notification will occur within two (2) business days of reaching the layoff decision and at least thirty (30) days before any layoff occurs.

15.3 Employees shall have the right to recall based on their seniority within their Department if a position for which they are qualified becomes available. Employees shall be recalled in the order of their seniority (highest to lowest) within their Department. Union Employees shall be recalled within their department prior to non-union employees being recalled.

15.4 If and when an Employee is permanently transferred to another Department or Classification not represented by the Union, the Unit Reps shall be notified of said transfer by the Employer. If the employee is thereafter transferred back to the original Department, they shall have as their seniority date the seniority date they had at the time of the original transfer.

15.5 Superseniority. Union Stewards for the purpose of layoff and recalls, for the term of their office, shall be considered as having more seniority than any other employee within their Department. They shall be last to be laid off for lack of work or funds from their Department and the first to be recalled to work in their Department following such layoff provided they have the present ability to satisfactorily perform the available work in such Department with reasonable orientation (within three months).

15.6 Shift-selection at a location will be based on seniority at the specific location. Therefore, if a union member transfers from one location, to a new location, their seniority for purposes of shift-selection will be based on their time spent at the new location.

ARTICLE 16- INTERVIEW AND HIRING PROCESS

16.1 Oakland County requires interview training for all employees prior to gaining access to qualified candidate lists and serving on interview panels and will ensure that proper training covering aspects related to contacting references and making hiring decisions will continue to be a priority and with new training implemented as needed.

16.2 Oakland County Human Resources will share the list of approved interview questions for a position within the Union; and the Union may provide comments within three business days of receipt for the Department's consideration.

16.3 All parties understand the only questions that can be asked during the interview are those on the HR-approved interview question list for the open position. Follow-up inquiries directly related to the answers provided for the HR-approved questions are permitted to prompt additional detail and depth into an applicant's response.

16.4 Prior to conducting the first interview for an open position, the department will disclose to the Union how many openings the Department is planning to fill when conducting the interviews for the open position(s). The department reserves the right to determine how many positions to fill based on results of the interviews of the pool of applicants.

16.5 The interview panel consists of one representative from the Union, one representative from Human Resources (except for training purposes), and two representatives from the hiring department. The

hiring department may have up to three total representatives on occasions when interviews are conducted for consideration by multiple units or divisions within a department. One of the department representatives must have decision making authority, each of the three entities has one vote.

16.6 To the extent possible, the interviewer(s) established for an open position must remain the same for the duration of all interviews for said open position.

16.7 Each party can retain their own interview notes about the candidates for future reference, as needed. Interview notes are no longer required to be delivered to Human Resources but should be retained for at least three years and one month to meet documentation retention recommendations.

16.8 All new hires to a Department will have a six-month probationary period, regardless of transfer status.

16.9 Human Resources or the Department will provide at least three (3) business days' notice to the Union of all interviews for Union-represented classifications. If there are no Union-represented Employees interviewing for a Union-represented classification, the Union and Human Resources need not be notified.

16.10 The Department will notify Human Resources when it has selected its candidates for interviews at a particular division or unit within the Department from the qualified list and will not be required to interview candidates added to the qualified list after the notification. The qualified applicant list may remain open to other divisions or units of a Department who may wish to conduct interviews of said applicants for a different open position. The qualified candidate list will close before the eligibility list expires per merit Rule 5.H.1. Eligible lists shall remain in effect for six (6) months unless exhausted, superseded by a new eligible list for that classification, or extended for another six (6) months by the Personnel Committee.

16.11 Any bargaining unit member who applies for a posted bargaining unit vacancy will be interviewed for the vacancy. Bargaining unit members who apply for a non-bargaining unit vacancy are not guaranteed an interview.

16.12 The hiring decision will be consistent with article 3 of this Agreement. Any party can appeal to the Labor Management Committee to request that the hiring decision be reconsidered. The appeal should be scheduled as soon as possible (whether in-person or virtual), and a quorum for purposes of the appeal includes one representative from each of the following: Human Resources, the Union, and the department/division.

ARTICLE 17- PERMISSIABLE EQUIVALENTS

A permissible equivalence list shall be maintained as approved by the director of human resources for purposes of this article. The Union shall be provided with an updated list each time a change occurs.

Each department, in consultation with Human Resources, shall establish objective criteria applied uniformly to all employees in the department for purposes of permissible equivalents. For permissible

equivalents, a vacancy does not need to exist nor does a posting need to occur. A permissible equivalent may be requested with their current step increase or six (6) months after their step increase or date of hire. The employee will be subject to a six (6) month probationary period after being granted a permissible equivalent.

An employee request for a permissible equivalent shall be reviewed and acted upon within thirty (30) days.

Permissible equivalent requests that meet the department's established criteria shall not be unreasonably withheld.

Budgetary or financial considerations shall not be taken into account when considering permissible equivalent requests.

Oakland County will update and clarify all position descriptions/qualifications and create a list of IBEW positions with PEQ's by December 31, 2025. County policies and procedures to apply. Management can delay or deny based on documented performance issues. PEQ promotion is subject to probationary period. If probation is failed, the employee will revert to the lower classification and become eligible for PEQ after one year.

ARTICLE 18- PROBATIONARY PERIOD

WHO MUST SERVE A PROBATIONARY PERIOD

Employees who have received an open competitive appointment to a covered Merit System position.

Employees having regular Merit System status, who have been promoted to a classification with a higher maximum salary.
Former County employees who have been re-employed in a covered Merit System position.

Students and employees appointed to part-time non-eligible employment do not serve a probationary period and are not eligible for Merit System status. Time served as a student or part-time non-eligible employee shall not be credited toward Merit System status for any classification.

Refer to Appendix E for additional information

ARTICLE 19- TEMPORARY CHANGE OF RATE

In cases where, after it has been determined by the Employer that the employee meets the minimum qualifications of the higher-level job, the temporary assignment includes taking over the ultimate responsibility inherent in the higher-level job and in which the temporary assignment is for at least one full shift, the employee will be paid at their current salary step in the higher classification. The salary step will be calculated from the top of the pay scale down. For example, if the employee is at the 2nd highest step of the wage scale in their

current role they will be placed at the second highest step in the temporary higher classification. The increased earnings will not count toward the basis on which service increment pay is determined.

ARTICLE 20- WORK SCHEDULE

Established shift hours are set forth as follows. The start time of these shifts may be altered by no more than two hours without the agreement of the Employer and the Union.

1st shift will be 7:00 AM to 3:00 PM
2nd shift will be 3:00 PM to 11:00 PM
3rd shift will be 11:00 PM to 7:00 AM

Bargaining unit members will receive 1/2 hour (30 minutes) paid lunch and may waive the second-half of the hour lunch period, which is unpaid, thus shortening the first shift to those hours specified above. Due to the coverage needed in the custodial unit, animal shelter, and clerical positions, the half hour total lunch period does not apply unless otherwise negotiated. Employees under this agreement may work through their lunch to shorten the work day with the approval of their supervisor.

Employees assigned to work a 4/10 schedule where the holiday falls on a day in which they are normally scheduled to work shall receive ten (10) hours of holiday pay.

ARTICLE 21- AFTER-HOURS WORK

On-Call Pay (OT pay to be available to be called out after-hours)

- 1.5 hours of OT pay for regularly scheduled workdays
- 2 hours of OT pay for non-regularly scheduled workdays
- 3 hours of OT pay for holidays

Minimum Call Out Pay (minimum hours of OT pay to receive for being called out to work after-hours)

- 2 hours of OT pay during regularly scheduled workdays
- 3 hours of OT pay during non-regularly scheduled workdays and holidays

The employees' overtime pay starts when the phone call is received. When an employee is called in to work during non-working hours, the employee will be entitled to the full minimum compensation pay even if the time overlaps into their regular start time.

When an employee receives a complaint with an associated address and checks a print or uses a computer to verify the address and that the county maintains structures or services in that area, and then does not have to respond in person due to that information discovered, the employee will be compensated the minimum of thirty (30) minutes of overtime pay for working.

In lieu of a minimum call-out pay, employees will be paid one (1) hour of overtime for responding to calls that only require monitoring of the central advisor website and do not require dispatching from their home. If there are multiple central advisor calls and a night that require monitoring, then the employee shall be paid one (1) hour per alarm received until the minimum call out threshold is achieved. After the minimum call out is achieved, the employee will be paid for the actual time worked. This applies to any other remote monitoring sites that do not require dispatching from home.

Employees may exchange on-call shifts with another qualified employee with notice to the supervisors, safety dispatch, or any other notice that may be required to properly and timely document the upcoming schedule.

Employees working sixteen (16) or more hours in a twenty four (24) hour period, shall be entitled to an eight (8) hour rest period. If the employee misses all or a portion of their regular shift because of the rest period, the employee will be paid as if the employee was present are not made to use their personal leave banks or take time unpaid.

Employees who suffer work related injuries or illness while on the job that requires medical attention as described in the Workers' Compensation Incident form shall be compensated. Medical visits during an employee's regular scheduled shift shall be compensated at straight time and medical visits that extend beyond the employees regularly scheduled shift shall be compensated at the employees overtime rate but not to exceed two (2) hours. Medical visits during an employee's overtime shift shall be compensated at the employee's overtime rate but not to exceed two (2) hours.

ARTICLE 22- OVERTIME EQUALIZATION

Volunteer Overtime- A record of the overtime worked will be maintained for each unit based on the latest overtime report from Oakland County payroll. One copy of the payroll report will be posted in a conspicuous place, and another provided to the steward by no later than the beginning of the first pay period of the new month for use and distributing voluntary overtime.

Within the unit, the employee with the qualifications to perform the work with the lowest number of overtime hours recorded will be offered overtime first. Employees who work overtime or who turn down overtime when it has been offered or assigned to them, whether excused or not, will be charged the amount of overtime worked for purposes of overtime equalization.

If the Employer requires that a particular employee remain on a job out of necessity for the continuity and efficiency of a project or work assignment, that particular employee will remain on the job.

Volunteer overtime opportunities should be asked forty eight (48) hours in advance of the job.

Scheduled overtime and on call- Employees returning from workers compensation leave, short or long term disability, or other leave that have lower overtime hours worked due to being on leave, will have their hours adjusted up to match the lowest hour worked employee on the most up-to-date overtime list.

Employees cannot have consecutive on call days forced on them unless agreed to by the employee. The employee needs to be notified twenty (24) hours in advance to make arrangements to be able to cover on call responsibilities.

Forced or mandatory overtime- After going through the overtime record and none of the qualified employees volunteered to accept the overtime work, only then is the qualified employee with the lowest overtime hours worked to be forced to work the overtime period any qualified employee who is forced to work overtime cannot be forced again until all other qualified employees on the list have been forced to work at one point. An exception to the foregoing is if the employee already has pre approved vacation time scheduled off for proof of a prior scheduled medical appointment.

ARTICLE 23- COMPENSATORY TIME

Compensatory time off ("comp time") will be allowed in lieu of pay for overtime hours worked if desired. On-call pay is not considered "hours worked" for purposes of comp time. Comp time shall be computed at the overtime rate. For example, one (1) hour of overtime worked equals one and half (1.5) hours of comp time. The maximum number of comp time hours is forty and half (40.5) hours per fiscal year and to achieve this in the county's timekeeping software, the maximum number of overtime hours an employee can convert to comp time is twenty-seven (27) hours per fiscal year. Oakland County's fiscal year is October 1 to September 30.

Comp Time will not be unreasonably denied.

Comp time shall be requested in the same manner as leave bank requests and must be pre-approved. Comp time will be denied where it is known that involuntary overtime will result. Comp time shall be increments of whole hours, and may be used, with pre-approval, for full days and/or short periods of leave such as leaving early from or coming in late for a shift, provided that a work unit shall not be understaffed in the opinion of the unit supervisor for the time period in question. Comp time will not be unreasonably denied.

The balance of comp time hours is to be used by the end of the fiscal year. Any comp time accrued but not used will be liquidated and paid to the employee at the straight time rate within two (2) payroll periods of the new fiscal year.

Employees who separate from County service and have a comp time balance, will be paid out for those hours at the straight time rate.

ARTICLE 24- JOB ANALYSIS REQUEST

If an employee believes their duties and responsibilities have significantly changed resulting in the classification the employee currently holds no longer reflecting current job duties, the employee may request a job analysis.

The employee shall make the request in writing to the Human Resources Department with copies to their Union

steward or designated Union representative.

The written request must be the following:

- Current title
- The title in the Collective Bargaining Agreement that the employee believes their work more closely aligns with, and
- Supporting documents and/or specific reasons why the employee feels the change is warranted.

The Human Resources Department shall respond to a request within thirty (30) working days after receipt by the Human Resources Department.

Human Resources may determine further action is not supported. Reasons for denial will be provided to the employee and the Union representative. The employee may request a meeting with HR and their Union representative to discuss the denial.

Human Resources may determine further action is necessary and, if so, will initiate the next step of the process by issuing a Job Analysis Questionnaire. Human Resources will notify the employee, Union, and department when a review is moving forward.

HR will designate an Analyst as the IBEW primary contact who will provide assistance throughout the process. Completed questionnaires are routed to the Supervisor/department head for response. These are required within thirty (30) days of receipt. If a supervisor/department fails to respond within the required thirty (30) days, it shall be considered that the supervisor/department agrees with the Employee's questionnaire responses.

Within sixty (60) days of receipt of the completed and supervisory reviewed questionnaire, the Human Resources Department will provide its determination.

The determination may be to make no change in classification or salary grade, to reclassify the position to a different classification, or to reassign the existing classification to a different salary grade based on the County's point factor job evaluation tool.

If the employee disagrees with the determination, they may respond in writing and request a meeting with the Human Resources Department and their Union representative. Department representatives may also be present at this meeting. Employees who are reclassified within one (1) salary grade will be placed at the step that provides at least a 5% increase but no more than 10%.

Job Analysis requests are limited to one per year from the same employee

ARTICLE 25- EDUCATION ASSISTANCE

PURPOSE
Oakland County encourages and assists employees to improve their educational qualifications in subjects and fields of endeavor which are directly related to the County's operations, activities, and objectives and which will place the employee in a position to improve their job performance and professional development.

Refer to Appendix D

ARTICLE 26- ANNUAL LEAVE BUY-BACK

The Employer agrees to provide an Annual Leave Buyback once each calendar year to all employees electing a non-hybrid schedule as follows:

- Each year in October, the Human Resources Department will send notification announcing that employees may cash out annual leave time under certain conditions.

- Eligible employees will complete a form with leave time verified and signed by their supervisor and turned into Payroll by the end of the first pay in November.

- Pay out of annual leave will occur the first pay period of December for each calendar year.

- Eligible employees must have a minimum of sixty (60) hours in their annual leave bank at the time of the request to cash out payment. If the annual leave balance falls below the sixty (60) hours between the submission of the request and the time of payment, then the annual leave request to cash out will be denied.

- Employees will not be allowed to cash out annual leave to less than forty (40) hours balance in their annual leave bank.

- Each request must be for a minimum of twenty (20) hours to cash out annual leave. Annual leave time will be cashed out in one hour increments up to a maximum of forty (40) hours per request.

- Annual leave time cashed out is subject to all payroll income tax withholding requirements as well as any garnishment, wage assignment, levy, income withholding order requirements, employee benefit contributions and/or arrearages.

- Annual leave cash out shall not be included in the final average compensation (FAC) for employees on the defined benefit plan. Employees in the defined contribution plan shall not receive the Employer and Employee contribution calculated on this amount.

ARTICLE 27- ANNUAL LEAVE

Annual Leave is absence from work for which the employee is paid just as if he or she were at work. Annual Leave is earned and accumulated each pay period at a rate dependent on the length of the employee's County service. When Annual Leave is used, and the amount of Annual Leave that is taken at one time, are at the discretion of the employee's Department Head within the limitations of the employee's accumulation, of necessity, the welfare and convenience of the County and the continuation of the services the department renders must be the foremost consideration in allowing Annual Leave. An annual vacation is the most common use of Annual Leave, although it also may be used for other purposes such as personal business and to cover a period of illness after Sick Leave Reserve or Personal Leave have run out.

Refer to Appendix G

ARTICLE 28- DEATH LEAVE

Death Leave is an absence from work for which the employee is paid as if at work. Death Leave shall not be deducted from the employee's other paid leave banks. However, employees may elect to extend death leave with other paid leave.

Seven days (56 hours) of death leave shall be granted for the death of a spouse or partner, parent, guardian or child.

Three days (24 hours) of death leave shall be granted for the death of other relatives or household members including:

- Brother/Sister
- Aunts/Uncles
- Grandparent
- Grandchild
- Mother/Father-in-law
- Son/Daughter-in-law
- Brother/Sister-in-law
- Member of the employee's household residing with the employee at their time of death

These relationships apply whether the relationship is natural, adoptive, step or foster in nature.

Eligibility for paid death leave begins on the employee's date of hire.

Supervisor approval for use of death leave is required with as much advance notice as possible.

ARTICLE 29- LEAVE OF ABSENCE WITHOUT PAY

A Leave of Absence Without Pay is a predetermined amount of time off from work, without pay, which has been recommended by the employee's department head and approved by the Human Resources Department, within regulations established by the Human Resources Committee of the Board of Commissioners. All time,

for which a full- time County employee is to be continued as an employee, but not paid, should be considered as a Leave of Absence Without Pay, whether it be one day or the maximum time allowable under the reason for the leave.

With the exception of covering time off from work for the 10 days allowed each year for illness, running for County Elected Office and the 12 weeks allowed for Family Leave, the fact that a leave is possible does not mean that the requested leave must be granted. A Leave of Absence deprives the employee's department of the services of an employee, who it is assumed is needed if the department is to properly do its job. Leaves of Absence Without Pay, except in the case of disciplinary leaves, should be considered as a privilege and the best interests of the department and the County service must be the determining factors when deciding whether to grant such leaves. Abuse of the Leave of Absence Without Pay policy will result in cancellation of the leave and may result in disciplinary action up to and including dismissal from County employment.

When an employee is granted a Leave of Absence Without Pay, the department head commits himself or herself to allowing the employee to return to work at the end of the leave to the same classification and the same salary that the employee was performing and earning when he or she went on leave. Any substitutes hired to fill in for employees on Leaves of Absence Without Pay, shall be hired for the length of the leave or up to 1,000 hours, whichever occurs first. Under these regulations, no leave shall be granted in conjunction with another type of leave for the purpose of extending the leave. When granted a Leave of Absence Without Pay, the employee commits himself or herself to returning to work at the end of the leave.

EFFECT OF A LEAVE OF ABSENCE WITHOUT PAY ON THE EMPLOYEE

- During a Leave of Absence Without Pay, the employee:

- Does not receive pay from the County.

- Does not earn Annual Leave (except when on Military Leave as described elsewhere in this Article).

- Does not get paid for Legal Holidays occurring during the leave.

- Has no time deducted from his or her Annual Leave, Annual Leave Reserve, Personal Leave or Sick Leave Reserve accumulations to cover the time off on the Leave of Absence Without Pay.

- Remains a member of the Oakland County Employees' Retirement Plan but:
    - Because the Retirement System grants a full month of credit if a full- time eligible employee is on the payroll for ten days in a calendar month and a full year of credit if a full-time eligible employee is on the payroll for ten months in a calendar year, the effect of a Leave of Absence Without Pay on the accumulation of Retirement Service Credit time depends on the timing of each individual leave.

- Does not have their Benefit Date affected for the first ten (10) approved Leave Without Pay days used each calendar year. This is true regardless of the nature of the Leave Without Pay (e.g. Family Leave, Extended Vacation, Educational Leaves, etc.). All time spent on Leave Without Pay beyond the initial 10

days per calendar year will not be credited toward an employee's Benefit Date and the employee's Benefit Date will be affected. (With the exception of Administrative Leave Without Pay for budgetary or organizational purposes taken on or after June 28, 2003.

- Must pay any group health, dental and vision premiums falling due during any month in which the employee has not worked at least one day. (Such premiums are normally paid by the County for full-time employees.) Failure to pay the appropriate premium amount when it is due will result in cancellation of these benefits. The waiting period for reinstatement of these benefits may be up to one year. Employees on such leaves should contact the Employee Benefits Unit of the Human Resources Department to determine whether they will be required to pay any premiums.

- Will retain full coverage under the Employees' Group Life Insurance Plan. The County will continue to pay the premium for the term portion of the employee's Group Life Insurance.

- Employees contributing toward paid-up insurance may continue to do so during the leave but are not required to do so. The paid up value of the policy will not increase unless the employee elects to continue the payments of such premiums.

- Will retain full coverage under the County short and long term disability plan for the first thirty (30) calendar days of a requested and approved leave of absence without pay. Employees must meet all other requirements, as approved by the insurance carrier, in order to receive payments.

- In addition, employees on the Flexible Benefits Plan will be responsible for paying any additional amounts they are having deducted as a result of their selections under this plan upon their return to work.

TYPES OF LEAVES OF ABSENCE WITHOUT PAY

FMLA requests

Employees within this bargaining unit can use leave without pay or applicable leaves banks during the first thirty (30) days of an approved leave under the FMLA. Once the leave has commenced, an employee will not be able to change their decision regarding the use of leave without pay or leave banks during this thirty (30) day period. Should the Family Leave extend beyond thirty (30) days, the requirement to exhaust leave banks will be in effect.

When you file for FMLA leave and are approved, you must choose to use leave banks until exhausted OR leave without pay for the first thirty (30) days (240) hours. If you decide to use leave without pay without exhausting your leave banks, your future FMLA requests will be coded as leave without pay until the 240 thirty (30 days) has been reached. After that, it will be coded as leave banks until exhausted. If FML-LWP is being utilized, it must be for thirty (30) days (240) hours consecutively, meaning you cannot use a FML-VAC one day and FML-LWP the next.

Personal Illness
Employee must have exhausted his or her accumulation of Personal Leave and Sick Leave Reserve and is not receiving Short Term or Long Term Disability Income Benefits.
Full-time employees may use up to a total of 10 Leave Without Pay days per calendar year for illness subject to the verification and notification procedures. In order for an employee to use in excess of ten (10) Leave Without Pay days in a calendar year for illness, it would be necessary to have first exhausted all accumulated Annual Leave in addition to the leave banks listed above.

May be granted for sixty (60) calendar days, and may be renewed.

Compensable Injury
Employee must have exhausted his or her accumulation of Personal Leave, Sick Leave Reserve and Annual Leave.

The same provisions apply to these leaves as apply to Leaves of Absence Without Pay for personal illness.

Extended Vacations
Employee must have exhausted his or her accumulation of Personal Leave and Annual Leave. Not to exceed thirty (30) calendar days for any one leave. Not more than one such leave to be granted within any twelve (12) month period.

Emergency or Exceptional Circumstances
Employee must have exhausted his or her accumulation of Personal Leave and Annual Leave. May be granted for thirty (30) calendar days, and may be renewed under extenuating circumstances not to exceed one hundred eighty (180) calendar days.

Documentation of qualifying event may be required.

Disciplinary Leaves
These are called Suspensions Without Pay.
There is no time limit to the length of time off for this leave. There is no restriction as to the number of leaves in one year.

Educational Leaves
Employee must have exhausted his or her accumulation of Personal Leave and Annual Leave. Not to exceed one (1) calendar year for any one leave. Not more than one such leave to be granted within any twelve (12) month period.

Limited only to those employees whose training will be of benefit in future County employment and where their return to County employment is reasonably certain.

Military Leaves
For required period of military training or service during times of war or national emergency, draft, or required National Guard or Reserve training.

Such Leaves are limited to the length of time provided by applicable Federal and State statutes.

Employees on leave to attend National Guard or Military Reserve Training will continue to accumulate Annual Leave and will have the training time credited toward the earning of Personal Leave as they normally would if they were working during this period.

Employees on such leaves should consult separate literature on the Group Life Insurance Plan and the Health Plan for the effect of military service on such programs.

Running for County Elected Office filled by a partisan election
Employee must have exhausted his or her accumulation of Personal Leave and Annual Leave. If such a leave is requested, it must be granted, except no more than two (2) leaves may be granted for the purpose of running for elected office in any one (1) calendar year and each leave must be no less than fifteen (15) calendar days nor more than thirty (30) calendar days.

Administrative Leave Without Pay for Budgetary or Organizational Purposes Leave is initiated by the department head. Requires the designated employee(s) signed agreement to go on leave.

Limited to maximum one hundred twenty (120) calendar days within a calendar year.

The employee shall not be required to exhaust Personal Leave or Annual Leave accumulations as a prerequisite to this leave.

The employee's benefit date will not be adjusted for time taken under this leave provision on or after June 28, 2003.

Time taken under this leave provision prior to June 28, 2003 will adjust an employee's benefit date for all days taken beyond the first ten (10) leave days per calendar year.

Human Resources Department Note:
Administrative Leaves Without Pay are to be used only at the initiation of a department head for legitimate budgetary or organizational purposes and must be approved by the Human Resources Department prior to the beginning of the leave. Employees should obtain written confirmation from their department head that an Administrative Leave has been approved before concluding personal plans for the leave.

PROCEDURE
Employees who desire a Leave of Absence Without Pay should apply to their department heads who have forms for this purpose.

RETURN FROM A LEAVE OF ABSENCE WITHOUT PAY

When employee returns form a Leave of Absence Without Pay, the employee's department head must complete the RETURN FROM LEAVE OF ABSENCE WITHOUT PAY section of the "Request for Approval of Time Off' form and submit it to the Human Resources Department before the employee can be returned to the payroll.

Consistent with the employee's authorization provided on the "Request for Approval of Time Off' form, if an employee fails to return to County employment at the end of a Leave of Absence Without Pay, the employee will be considered to have resigned from County employment effective on the date the employee was expected to return to work.

ARTICLE 30- FLOATING HOLIDAY

All full-time onsite (non-hybrid) Employees will receive 48 hours of Floating Holiday pay, which can be used in one (1) hour increments. These 48 hours are comprised of the one (1) Floating Holiday provided to all Merit Employees and then an additional 40 hours to Employees recognized by this contract.

Floating Holidays cannot be cashed in at any time and have no cash value.

Employees who work remotely at any portion of their schedule are required to submit a hybrid schedule into the Workday system and are considered hybrid Employees (Hybrid Employees are not eligible for the additional Floating Holidays).

Hybrid Employees who misrepresent their schedule to receive the additional Floating Holidays will be subject to disciplinary action and will be required to forfeit Floating Holiday time gained through the misrepresentation of their onsite/hybrid status. If a hybrid Employee loses their eligibility due to performance or operational needs or due to a change in position and that change exceeds four consecutive months, the Employee will receive the additional Floating Holidays on a prorated basis. If an Employee experiences a qualifying life event that requires a change from onsite to hybrid or vice versa, the additional Floating Holiday time will be prorated and either awarded (if changing from hybrid to onsite) or adjusted (if changing from onsite to hybrid). If there is insufficient Floating Holiday time remaining to offset the change in status, the time will be adjusted from a leave bank of the Employee’s choosing. For purposes of this section, a qualifying life event is one that triggers eligibility to make benefit changes outside of the Open-Enrollment period.

ARTICLE 31- PERSONAL LEAVE TIME - EARNED SICK TIME

Employees shall receive 80 hours on the first pay period of each calendar year. Employees starting after the first pay period of the calendar year will receive 80 hours on their first pay period.

Used personal leave hours shall continue, and Employees may accumulate up to a total of 160 hours.

Personal Leave has no cash-in value.

Use of personal leave may be used for any reason, including, but not limited to, personal business, vacations, scheduled medical and dental examinations or treatment, and supplementing Workers Compensation or Income Disability Insurance payment.

Personal leave may also be used, without the advanced permission of the department head, for personal illness or incapacity over which the employee has no reasonable control, or the illness or incapacity of a family member and the employee is the only person available to render such care. Where feasible, Employees will notify management of any unplanned absence as described in this article.

Any increase in personal leave for non-represented employees that exceeds the bargaining units' personal leave (80 hours/year with 160 hour cap) shall be matched for Employees represented by this agreement.

This article is retroactive to 2/21/2025

Personal leave under this article must be used in a minimum of one (1) hour increments.

Individuals who have used unpaid leave for a qualifying event as described in the article are to be made whole up to 40 hours for the first year of this contract term.

CALL-IN PROCEDURE
If an employee's need to use personal time is foreseeable, advance notice is required.
Personal Leave without notice is permitted if the leave is unforeseeable. For example, in the event of personal illness or incapacity over which the Employee has no reasonable control, or the illness or incapacity of a family member and the Employee is the only person available to render care.

Employees unable to work their shift due to unforeseeable circumstances shall notify their Supervisor no later than thirty (30 minutes before their normal work shift begins, or as soon as possible after the beginning of their shift if a Supervisor is not available until the shift begins.

Healthy Workplace Policy- refer to Appendix F

ARTICLE 32- WORKING LUNCH

Employees under this agreement may work through their lunch to shorten the work day with the approval of the Supervisor (See Article 20 for exceptions).

ARTICLE 33- GRIEVANCE PROCEDURES

The Employer and the Union support and subscribe to an orderly method of adjusting employee grievances period to this end, the following steps must be followed in the event of a complaint or issue that needs to be addressed on behalf of an employee.

Step 1: The Employer and the Union agreed that an employee should first bring their problem or grievance to the attention of their immediate supervisor, with or without a steward within 14 days of the occurrence. If the problem or grievance is about the immediate supervisor, the employee must then bring it to the attention of the next highest supervisor in command. The supervisor must attempt to resolve the grievance informally.

Step 2: If the grievance is not settled informally, it must then be discussed with the steward and shall be reduced to writing, signed by the grievant and submitted to their immediate supervisor within ten (10) days of the informal discussion (excluding weekends and holidays).

Step 3: The written grievance may be discussed between the steward and the immediate supervisor if so desired. The supervisor will attempt to adjust the matter and will give their written decision within ten (10) days (excluding weekends and holidays) of receipt of the written grievance. The Union will be provided a copy of the Employer's response and any grievance filed by members of the unit.

Step 4: Any grievance not settled at step three may be submitted to the next meeting of the grievance committee. The Union grievance committee will consist of the chief steward and one other member of the bargaining unit. Any grievance not submitted to the next grievance committee meeting, by written notification to the Employer within ten (10) days (excluding weekends and holidays) of the immediate supervisors written decision, shall be considered dropped.

Step 5: Any matter not settled in step four of the grievance procedure may be submitted to final and binding arbitration by either of the parties. A request for arbitration must be submitted by written notice to the other party within fifteen (15) days of the Employers written response following the grievance committee meeting.

The grievance upon which arbitration has been demanded shall be referred to one of the following arbitrators in accordance with the date of the written grievance, the oldest grievance being referred first.

1. Doyle O'Connor
2. Kathryn A. VanDagens
3. Mark Glazer
4. Tom Gravelle

A grievance shall be referred to the listed arbitrators in the order in which they appear. Once a grievance has been referred to an arbitrator, a subsequent grievance shall be referred to the next arbitrator on the list. After a grievance has been referred to the last arbitrator listed, the cycle shall repeat, beginning with the first arbitrator. The arbitrator may interpret and apply the provisions of the agreement to determine the grievance before the arbitrator. However, the arbitrator shall have no power or authority, in any way, to alter, modify, amend, or add to any provision of this agreement or set a wage rate. The arbitrator shall be bound by the express provisions of this agreement. Expenses for arbitration will be borne equally by both sides, or parties.

Any grievance not appealed from a decision in one of the steps of the grievance procedure, to the next step is prescribed, shall be considered dropped and the last decision final and binding, accept that time limits may be extended by mutual agreement of the parties. In the event that the Employer shall fail to supply the Union with its answer to the particular step within the specified time limits, the grievance shall be deemed automatically

positioned for appeal at the next step with the time limit for exercising set appeal commencing with the expiration of the grade period for answering.

ARTICLE 34- DISCLIPLINARY PROCEDURE

All disciplinary actions shall be subject to the grievance procedure or processed according to the procedures of the personnel appeals board as outlined in Article 34, at the election of the employee.

The Employer and the Union must follow all policies, procedures, and rules of the personnel appeals board if election to said body is made for an appeal. All appeals must be submitted in writing using the appropriate form from the Oakland County human resources department. The appeal must be submitted to human resources within fourteen (14) calendar days of the effective date of the action taken.

Copies of all disciplinary actions related to members of this bargaining unit shall be provided to the Union.

The Employer will endeavor to hold disciplinary and corrective action discussions in a private area between the supervisor and the employee.

Refer to Appendix M

ARTICLE 35- NO STRIKE NO LOCK-OUT

Under no circumstances will the Union cause or authorize or permit its members to cause nor will any member of the bargaining unit take part in any strike, sit-down, stay-in, or slowdown or any violation of any state law.

The Employer will not lock-out any employees of the bargaining unit during the term of this Agreement.

ARTICLE 36- DISCRMINATION AND COERSION

The Employer and the Union agree that the provisions of this Agreement shall be applied equally to all employees without discrimination as to sex, marital status, race, color, creed, national origin, religion, political affiliation, or disability and any other categories or protected classes as amended by federal, state, or local law.

The Employer will not interfere with the right of the employees to become members of the Union and shall not discriminate against any employee because of membership in the Union.

Per County of Oakland Non-Discrimination Policy, all county employees are protected from coercion, intimidation, harassment, retaliation, or discrimination in performing their duties or exercising their rights under federal and state laws. There shall be no retaliation taken against individuals reporting their concerns under this policy to the county.

ARTICLE 37- SAFETY

The Employer agrees to maintain sanitary, safe, and healthy working conditions in accordance with the Michigan Department of Labor.

The Employer will maintain adequate and suitable first aid facilities in accordance with the Michigan Department of Labor.

Employees covered hereby, in performance of their jobs, shall at all times use safety devices and protective equipment which shall be furnished to them and will comply with the safety, sanitary, or fire regulations issued by Oakland County, per the Michigan Department of Labor.

ARTICLE 38- GENERAL CONDITIONS

The Union must be notified fourteen (14) calendar days in advance of anticipated permanent major changes in working conditions and discussions shall be held thereon. The Union will have the opportunity to bargain for any such changes upon written notice to the County.

Except in exigent circumstances, an employee must be given fourteen (14) calendar days' notice prior to a permanent change in shift.

Employees selected to any permanent full-time Union office or selected by the Union to do work which takes them from their employment with the County, shall at the written request of the Union be granted a leave of absence without pay. The leave of absence shall not exceed two (2) years, but it shall be renewed or extended for a similar period at any time upon the written request of the Union.

Due to a leave of absence as described above, the Union may submit payment for an employee's group health, dental, and vision premiums falling during any month in which the employee has not worked at least one day. Payment not made by the employee and or the Union will result in cancellation of these benefits.

The Employer will provide the Union with a roster of bargaining unit employees in January and July of each contract year. Said roster shall include the following information: name of employee, classification, date of hire, step in salary range, and current salary rate.

When any position not listed on the wage schedule is filled or established, the Employer may designate a job classification and rate structure for the position. The Employer shall notify the Union at such time as the new classification is established. In the event the Union does not agree that the classification, rate or structure are proper, the Union shall have the right to submit the issue as a grievance through the grievance procedure within a three (3) month period following notification.

The Employer will provide the Union with the number of budgeted IBEW positions each fiscal year.

Part-time, non-eligible employees may be utilized for up to one thousand (1,000 hours) of employment per year

The Employer will not use part-time non-eligible employees to displace full-time bargaining unit employees.

The Employer may in its sole judgment and discretion, decide to permit early merit increases ahead of the schedule provided in this Agreement. Such early merit increases shall be recommended by the Department Head and be subject to approval by Oakland County Human Resources. Approval of an early merit increase in one case shall not create a precedent for granting an early merit increase in any other.

The Employer will notify the Union of changes in bargaining unit job descriptions and if requested by the Union, the Employer will meet to confer prior to finalization of the job description. Exception to this policy may occur under exigent circumstances with discussions being held within a reasonable time thereafter.

County vehicles operated by employees represented by the bargaining unit will be given safety inspections annually by the Oakland County Department of Central Services, Support Services Division.

No inspector of Oakland County shall perform work that bargaining unit employees normally perform without the express written consent of the Union, however, the inspectors assigned to the Construction Drain Maintenance Unit and Sewer Maintenance Unit may perform drain inspections. The Union will be notified in advance of this occurring. If any issues occur, they may be brought directly to HR/Labor Relations for proper resolution of the issue.

Both parties agree to allow bargaining unit members to vote on contract-related issues when such matters occur during their scheduled work hours. Management will not unreasonably withhold time for members to vote. The Union agrees to work with the department to schedule voting so as not to cause an interruption to day-to-day operations.

ARTICLE 39- DEATH IN THE LINE OF DUTY

In the event of death in the line of duty, the County shall provide a single point of contact to support the family through every step of closing out employment, transitioning benefits, applying for benefits and any other needs the family may have. The County shall work with the designated contact/beneficiary in accordance with HIPAA requirements.

Final payroll payment to the beneficiary on record shall include wages/salary for all time actually worked and payment for all accrued, unused paid time including floating holidays, personal leave, and annual leave.

The County shall continue fully-paid medical benefits without interruption, including dental, optical and access to the Employee Assistance Program (EAP), for the decedent's spouse and any dependents enrolled in the plan at the time of death, including unborn children if the spouse is expecting at the time of death, until the spouse becomes eligible for Medicare and the dependents reach age twenty-six (26).

ARTICLE 40- MAINTENANCE OF CONDITIONS

Wages, hours, and conditions of employment legally in effect at the execution of this Agreement shall, except as improved herein, be maintained during the term of this Agreement. No employee shall suffer a reduction in such benefits as a consequence of the execution of this Agreement.

ARTICLE 41- DURATION

This Agreement shall remain in full force and effect from August 13, 2025, to midnight on August 1, 2028. The Agreement shall be automatically renewed from year to year thereafter unless either party notifies the other in writing sixty (60) days prior to August 1, 2028, that it desires to modify the Agreement. In the event that such notice is given, negotiations shall begin within a reasonable period of time. This Agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph.

In the event that either party desires to terminate this Agreement, written notice must be given to the other party no less than ten (10) days prior to the desired termination date which shall not be before the anniversary date set forth in the preceding paragraph.

It is agreed and understood that the provisions contained herein shall remain in full force and effect so long as they are not in violation of applicable statutes and ordinances and remain within the jurisdiction of Oakland County for continued operation.

OAKLAND COUNTY EMPLOYEES UNION
Affiliated with the IBEW Local 58, AFL-ICO

_____
James Soosik
IBEW Business Manager

COUNTY OF OAKLAND
A Michigan Constitutional Corporation

_____
Dave Coulter
County Executive

OAKLAND COUNTY EMPLOYEES UNION
Affiliated with the IBEW Local 58, AFL-ICO

_____
Ric Preuss
IBEW Business Agent

COUNTY OF OAKLAND, a Michigan Constitutional Corporation

_____
David T. Woodward, Chairperson
Oakland County Board of Commissioners

APPENDIX A – SALARY SCHEDULE

The following reflects the bargaining unit's salary schedule for the term of this Agreement. Wage rates shall be increased across all classifications within this bargaining unit in accordance with Article 9.

Class Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Animal Control Officer-011	47,786	50,653	53,691	56,913	60,328	62,213
Financial Services Tech I-011	38,901	41,235	43,709	46,331	49,111	52,119
Financial Services Tech II-011	45,033	47,735	50,598	53,635	56,853	60,334
Office Support Clerk-011	35,990	38,509	41,205	44,089	47,175	48,220
Office Support Clerk Senior-011	40,071	42,475	45,024	47,726	50,590	53,688
Animal Shelter Attendant-011	37,772	40,415	43,245	46,271	49,511	50,977
Office Leader-011	41,663	44,163	46,812	49,622	52,598	55,820
Veterinarian Technician-011	41,887	44,820	47,956	51,314	54,906	56,943
Animal Control Shelter Leader-011	52,379	55,941	59,743	63,807	68,145	70,177
Central Employee Records Cooridinator-011	52,379	55,941	59,743	63,807	68,145	70,177
Animal Control Officer Trainee-011	44,384					
General Clerical-011	35,276					
General Helper-011	35,276					

General Clerical-018	35,276					
General Helper-018	35,276					
General Maintenance Mechanic -018	43,381	45,984	48,743	51,667	54,767	56,490
Financial Services Technician I-018	38,901	41,235	43,709	46,331	49,111	52,119
Financial Services Technician II-018	45,033	47,735	50,598	53,635	56,853	60,334
Office Support Clerk-018	35,990	38,509	41,205	44,089	47,175	48,220
Office Support Clerk Senior-018	40,071	42,475	45,024	47,726	50,590	53,688
Clerk II Delivery Person-018	35,276	37,413	39,551	41,684	43,821	45,961
Storekeeper I-018	35,276	37,413	39,551	41,684	43,821	45,961
Employee Records Specialist-018	45,478	48,207	51,100	54,166	57,416	60,931
Materials Management Clerk-018	37,154	39,383	41,746	44,251	46,906	48,394
Office Leader-018	41,663	44,163	46,812	49,622	52,598	55,820
Warrants Clerk-018	42,429	44,974	47,673	50,533	53,565	56,845
Storekeeper II-018	36,688	38,888	41,222	43,695	46,317	47,799
Work Projects Coordinator-018	45,760	48,506	51,416	54,500	57,771	59,581

Financial Services Technician III-018	52,379	55,941	59,743	63,807	68,145	70,177
Custodial Worker-020	35,982	38,161	40,342	42,518	44,697	46,880
Custodial Worker Senior-020	36,677	38,878	41,210	43,683	46,304	47,786
Mobile Unit Custodial Worker-020	39,235	41,457	43,812	46,310	48,956	50,452
General Helper-020	35,276					
General Helper-023	35,276					
General Maintenance Mechanic-023	44,682	47,363	50,205	53,218	56,410	58,184
Skilled Maintenance Mechanic II-023	51,955	55,073	58,377	61,879	65,593	67,613
Painter-023	51,925	55,040	58,343	61,844	65,554	67,573
Skilled Maintenance Mechanic Carpenter-023	64,028	67,869	71,942	76,258	80,834	84,256
Skilled Maintenance Mechanic Electrician-023	71,724	76,027	80,589	85,424	90,549	94,384
Skilled Maintenance Mechanic HVAC-023	63,979	67,818	71,888	76,201	80,773	84,193
Skilled Maintenance Mechanic Plumber-023	72,216	76,549	81,143	86,010	91,172	95,032
Central Stock Attendant-023	45,246	48,413	51,560	54,654	57,660	60,620
Maintenance Laborer-023	36,688	38,888	41,222	43,696	46,317	47,799

Skilled Maintenance Mechanic I-023	49,467	52,434	55,580	58,914	62,449	64,407
Safety Dispatcher-023	44,078	47,270	50,693	54,365	58,303	62,524
General Helper-024	35,276					
Grounds Equipment Mechanic-024	45,066	47,770	50,635	53,674	56,894	58,671
Groundskeeper Crew Chief-024	53,115	56,301	59,679	63,260	67,056	69,159
Groundskeeper Specialist Irrigation-024	49,395	52,358	55,499	58,830	62,359	64,309
Automobile Mechanic I-024	48,230	51,124	54,191	57,442	60,889	64,618
Automobile Mechanic II-024	55,831	59,182	62,732	66,496	70,487	74,804
Groundskeeper I-024	38,644	40,962	43,420	46,026	48,786	50,345
Groundskeeper II-024	41,880	44,392	47,056	49,879	52,872	54,554
Groundskeeper Specialist-024	48,115	51,001	54,062	57,306	60,744	62,642
GIS CAD Technician Senior-024	63,666	66,850	70,192	73,702	77,387	85,300
Natural Resources Specialist-050	57,747	61,674	65,868	70,346	75,130	77,370
Parks Maintenance Coordinator-050	57,747	61,674	65,868	70,346	75,130	77,370
Parks Maintenance Specialist-050	57,747	61,674	65,868	70,346	75,130	77,370

Natural Resources Program Coordinator-050	66,849	71,395	76,250	81,435	86,973	89,566
General Maintenance Mechanic-050	44,682	47,363	50,205	53,218	56,410	58,184
Skilled Maintenance Mechanic II-050	52,459	55,608	58,944	62,480	66,229	68,269
Skilled Maintenance Mech Carpenter-050	64,028	67,869	71,942	76,258	80,834	84,256
Skilled Maintenance Mech Electrician-050	71,724	76,027	80,589	85,424	90,549	94,384
Skilled Maintenance Mechanic HVAC-050	63,979	67,818	71,888	76,201	80,773	84,193
Skilled Maintenance Mech Plumber-050	72,216	76,549	81,143	86,010	91,172	95,032
Groundskeeper I-050	38,644	40,962	43,420	46,026	48,786	50,345
Groundskeeper II-050	41,880	44,392	47,056	49,879	52,872	54,554
Groundskeeper Specialist-050	48,115	51,001	54,062	57,306	60,744	62,642
Maintenance Laborer-050	36,688	38,888	41,222	43,696	46,317	47,799
Natural Resources Technician-050	40,962	43,420	46,025	48,787	51,714	53,356
Parks Maintenance Aide-050	40,962	43,420	46,025	48,787	51,714	53,356
Skilled Maintenance Mech I-050	49,467	52,434	55,580	58,914	62,449	64,407
Parks Equipment Mechanic-050	55,831	59,182	62,732	66,496	70,487	74,804

Painter (Parks)-050	51,925	55,040	58,343	61,844	65,554	67,573
Automobile Mechanic II-050	55,831	59,182	62,732	66,496	70,487	74,804
Locksmith-050	52,379	55,941	59,743	63,807	68,145	70,177
Parks Crew Chief-050	52,379	55,941	59,743	63,807	68,145	70,177
General Helper-050	35,276					

APPENDIX B – ADDITIONAL FRINGE BENEFITS

DEFINITION OF EMPLOYEE BENEFITS

This rule shall be used to determine eligibility for the following Employee Benefits (unless spelled out differently in the provisions of, or laws regulating, the individual benefit).

ELIGIBILITY

Part-time non-eligible employees shall not be eligible for these employee benefits. Employees appointed as part-time non-eligible who exceed the 1,000 hour limit shall not become eligible for benefits retroactively or upon exceeding the 1,000 hour limit. The type of the appointment (e.g. part-time non-eligible) shall govern employee benefit eligibility.

Department heads shall be responsible for assuring that part-time non-eligible employees are separated prior to exceeding 1,000 hours of work. Any part-time non- eligible appointee exceeding 1,000 hours shall be terminated immediately by the Human Resources Department.

Employees in the classification of student shall not be eligible for employee benefits regardless of the number of hours worked in a 12 month period. Time served as a student or part-time non-eligible employee shall not be credited toward employee benefit eligibility for any classification.

Newly hired part-time non-eligible employees transitioning from County full-time status will be offered medical coverage if required in accordance with the Patient Protection and Affordability Care Act.
Full-time or part-time eligible employees shall be eligible for these employee benefits, with the following exceptions:

Part-time eligible employees shall:
Earn and accumulate Annual Leave on a pro-rated basis each pay period; based on the ratio of the number of hours they worked compared to the normal 80 hour pay period.

Use Personal Leave, Annual Leave, Sick Leave Reserve and Death Leave off with pay only to cover their normal working schedule of working days and hours.
Be paid for Legal Holidays not actually worked on the pro-rata applied to the previous pay period.
Be paid for Legal Holidays actually worked on the day in question.

Receive 20 hours (2 and 1/2 days) of Personal Leave each year (half the five received by a full-time employee).
Receive four (4) hours of Floating Holiday time each year.

Have full traditional health coverage available with the County paying 50% of the premium and the employee paying 50% plus any required additions.']

Have full coverage under the County dental plan available with the County paying 50% of the premium and the employee paying 50%. Employees are eligible for dental benefits on the first of the month following the completion of twelve (12) consecutive months of service since the date of their most recent hire.

Have an amount of life insurance equal to 1 and 1/2 times an amount equivalent to one-half of the annual full time salary for the classification. Employee contributions (if any) are also based on one-half salary.

Earn retirement credit based on the actual number of hours worked. Not be eligible for long term disability insurance.

Be eligible for short term disability but the benefit is computed on an amount equal to one-half of the annual full time salary for the classification.

Have full coverage under the County vision plan available with the County paying 50% of the premium and the employee paying 50%.
Part-time eligible employees are not eligible for coverage under the Flexible Benefits Plan.
Part-time eligible employees are not eligible for Parental Leave.

Employees are eligible for dental benefits on the first day of the month following the date of their most recent hire. Employees on the Flexible Benefits Plan are eligible for dental at the time they become eligible for health coverage.

Employees are eligible for vision benefits on the first of the month following date of their most recent hire. Employees on the Flexible Benefits Plan are eligible for vision at the time they become eligible for health coverage.

Employees are eligible for Short or Long Term Disability benefits after six (6) consecutive months of service has been completed since the date of their most recent hire.

Failure to file the required paperwork for Short Term Disability with the Employee Benefits Unit of the Human Resources Department within 30 calendar days of the date of the employee's first day off work due to the disability shall result in ineligibility to receive this benefit. Employees are not eligible to submit a Disability claim after they have been separated from County Service.

Employees are eligible for life insurance coverage on the first of the month following the date of their most recent hire.

Employees receiving Short Term Disability Income benefits shall continue to have time spent on disability credited as time worked for the purpose of maintaining their benefit date for the first 130 work days of disability in any 12 month period. During this 130 day period, the employee shall continue to earn annual leave days and retirement credits and shall continue to receive those paid benefits they would otherwise be receiving if they were at work for all time spent on Short Term Disability, provided they have not been separated from County service. In addition, employees on the Flexible Benefits Plan will be responsible for paying any additional amounts they are having deducted as a result of their selections under this plan upon their return to work.

Employees receiving Long Term Disability Income benefits who are not separated from County service shall no longer have the time spent on disability credited as if they were at work for the purpose of maintaining their benefit date, shall not earn annual leave days or retirement credits, nor be credited with additional personal leave days and shall not receive any other paid benefits from the County. These employees may elect to maintain their health care, dental, and vision coverage through the County group plan provided they continue to submit prompt payment for such benefits. The two exceptions are health coverage which will be continued by the County for the first six- months of Long Term Disability provided all eligibility requirements have been met and Life Insurance which continues for the duration of the long term disability or age 65, which ever occurs first. Separation from County Service does not affect the limited continuation of health and life insurance benefits just described.
The Flexible Benefits Plan shall apply to employees in non-represented positions and in represented positions whose collective bargaining agreement includes this plan. New hires will receive a plan as designated by Oakland County and will be provided opportunity to make selections during the next open enrollment period.

Employees on Parental Leave shall continue to have time spent on Parental Leave credited as time worked for the purpose of maintaining their benefit date. The employee shall continue to receive those paid benefits they would otherwise be receiving if they were at work. All benefit contributions will be deducted from an employee's bi-weekly payroll check.

Time spent in non-eligible County employment cannot later be made eligible time and be credited toward employee benefits.

Human Resources Department Note: Part-time eligible employees are responsible to check the provisions of individual benefits to determine final eligibility.

LENGTH OF COUNTY SERVICE

For Retirement Benefits

Length of County service shall be determined by the amount of service recognized by the Oakland County Employees' Retirement System.

For all other employee benefits based on length of service

Length of service shall be determined by the employee's "Benefit Date" which is based on time recognized by the Oakland County Retirement System except:

Regardless of the amount of service recognized by the Retirement System, and with the exceptions noted below, after January 1, 1971, only time for which the employee was actually paid by the County payroll shall be recognized as counting toward an employee's Benefit Date.
Time spent on Military Leave from Oakland County shall be counted. Time recognized below, shall also be counted.
The first ten days of Leave Without Pay used each calendar year do not affect the Benefit Date for full-time eligible employees.
An employee may use up to a total of 130 Short Term Disability days (working days) in a 12 month period without affecting their Benefit Date. Each Short Term Disability day in excess of 130 days in a 12 month period will move an employee's Benefit Date forward one day.

Administrative Leave Without Pay for budgetary or organizational purposes taken on or after June 28, 2003, shall be counted toward an employee's Benefit Date.

Service on the County payroll in non-eligible employment which meets the following criteria shall be included when computing the Benefit Date.

The service shall be immediately proceeding eligible County employment.

The transition from non-eligible to eligible employment must have been made without a break in service. The entire period of non-eligible employment immediately preceding eligible County employment must have been full-time in nature as defined below.
The employee must have worked a total number of hours that is greater than or equal to the total number of hours available to work for a full-time employee, minus the maximum Annual Leave or Personal Leave usage available to a similarly situated full-time employee during the period being considered.

Hours available to work refers to the normal County work schedule of 8 hours per day, 5 days per week.

Official County holidays (including the floating holiday) are not counted as hours available for a full-time employee to work under section 22.3.2.1.2.3.1 above. The Oakland County Retirement Board shall be responsible for determining what portion of time, if any, that an employee spends in non- eligible employment shall be recognized by the Oakland County Retirement.

New Year's Day - January 1
Martin Luther King's Day - The third Monday in January
President's Day - The third Monday in February

Memorial Day - The last Monday in May
Juneteenth - June 19
Independence Day - July 4
Labor Day - The first Monday in September
Election Day - The Tuesday following the first Monday in November in even years, this includes national, state and local government representatives at all levels up to the governor and president.
Veterans' Day - November 11
Thanksgiving Day - The fourth Thursday and Friday after Thanksgiving in November
Christmas Eve Day - December 24
Christmas Day - December 25
New Year's Eve Day - December 31

A Floating Holiday is equivalent to an 8-hour workday (10-hour for 4/10 schedule). Departments may set different requirements for use of floating holiday time depending on operational needs. The department head or designee(s) shall be responsible for considering the best interest of the department and County service when approving the use of Floating Holiday time.

When using the Floating Holiday time, employees shall be paid at their regular rate. There shall be no holiday premium pay for this day. Use of floating holiday time shall not be counted as hours worked for purposes of calculating overtime.

Employees who work remotely any portion of their schedule are required to submit a hybrid schedule in the Workday system and are considered hybrid employees. Hybrid employees are not eligible for the additional floating holiday.

A hybrid employee who misrepresents their schedule to receive on-site benefits, such as the additional floating holiday, will be subject to disciplinary action and will be required to forfeit any benefits/time gained through the misrepresentation of their on-site/hybrid status.

If a hybrid employee loses their eligibility to work hybrid due to performance or operational needs, or due to a change in position, and that change exceeds four (4) consecutive months, the employee will receive the additional floating holiday for on-site employees on a prorated basis.

If an employee experiences a qualifying life event that requires they change from on-site to hybrid, or vice versa, the additional floating holiday time will be prorated and either awarded (if changing from hybrid to on-site) or adjusted (if changing from on-site to hybrid.) If there is insufficient floating holiday time remaining to offset the change in status, the time will be adjusted from a leave bank of the employee's choosing. For purposes of this section, a qualifying life event is one which triggers eligibility to make benefit changes outside of the open enrollment period.
The department head or designee(s) shall be responsible for periodically reviewing and validating on-site and hybrid work status reports, and annually certifying accuracy and guard against misuse.
The remaining Section of this rule shall not apply to the Floating Holiday provision.

HOLIDAYS FALLING ON SUNDAY
Whenever New Year's Day, Independence Day, Veterans' Day, or Christmas Day falls on Sunday, the following Monday shall be a Holiday.
Whenever Christmas Eve or New Year's Eve falls on Sunday, the preceding Friday shall be a holiday.

HOLIDAYS FALLING ON SATURDAY
Whenever Independence Day, Veterans' Day, Christmas Eve Day or New Year's Eve Day falls on Saturday, the preceding Friday shall be a Holiday.
Whenever Christmas Day or New Year's Day falls on Saturday, the following Monday shall be a Holiday.

HOLIDAYS OFFICIALLY CELEBRATED ON MONDAY
Whenever one of the designated Holidays is celebrated on Monday, in compliance with Act 12 of the Public Acts of 1969, that Monday shall be considered as the Official Holiday for the purpose of these regulations.

EFFECT OF LEGAL HOLIDAYS
All County departments and institutions shall be closed on these designated Holidays except those departments and institutions which must stay open to provide continuous round-the-clock service.

County employees eligible for employee benefits under Rule 22 shall be granted time off with pay except as otherwise indicated in the provisions of this rule.
In those County departments and institutions which provide 24 hour, 7 days a week service, those employees on seven-day scheduling shall be designated eligible for holiday compensation on the actual holiday rather than the County celebrated holiday.

In those instances when New Year's Eve Day, New Year's Day, Independence Day, Veteran's Day, Christmas Eve Day, or Christmas Day falls on Saturday or Sunday these designated employees shall be compensated for the actual day on which the holiday falls. (Section 26.2 and Section 26.3 of this Rule shall not affect these designated employees.) Under no circumstances shall an employee be eligible to receive holiday pay for both the County celebrated holiday and the actual holiday when the two do not coincide.

This shall apply to employees in positions assigned to workstations providing weekend service and excluding employees normally assigned to a Monday through Friday work schedule.

METHODS OF COMPENSATION FOR LEGAL HOLIDAYS
The following provisions apply only to those employees both eligible for employee benefits under Rule 22 and eligible for overtime under Rule 2, Section 2.10.2.
Eligible, but less-than-full-time employees shall be compensated for Legal Holidays in the same manner as full-time employees, except:

- The compensation for those who actually worked the Holiday in question but who worked less than a full shift, shall be based on the hours actually worked.
- The compensation for those who did not work the Holiday in question shall be based on their pro-ration for employee benefits of the previous pay period. (The ratio between the hours actually worked in the previous pay period and a full eighty hour pay period.)

SITUATIONS
Employees normally scheduled to work on the day in question, but who do not because they have been granted the day off with pay because it is a Legal Holiday:
Shall be paid at their regular rate for the day, just as if they had worked.

Employees whose normal scheduled day off falls on the day in question, because of the assigned shift, and who do not work the day shall be granted an extra day's pay at the employee's regular rate.

Employees normally scheduled to work the day in question, but who would get it off with pay because it is a Legal Holiday, but who are assigned to work the day in spite of it being a Legal Holiday: For the Legal Holiday the employee shall be granted: A day's pay at the employee's regular rate.
In addition, for the time actually worked on the Legal Holiday, the employee shall be granted time and one-half in pay.

Employees whose normal day off falls on the day in question because of the assigned shift, but who are assigned to and work the day in spite of it being a normal day off and Legal Holiday:
For the Legal Holiday, the employee shall be granted a day and one half in pay.
In addition, for the time actually worked on the Legal Holiday, the employee shall be granted time and one-half in pay.

EFFECTS OF LEGAL HOLIDAYS ON OTHER EMPLOYEE BENEFITS

Effect of Legal Holidays on Sick Leave Reserve
Legal Holidays falling within a period when an employee is on Sick Leave Reserve shall be counted as the Legal Holiday off and shall not be deducted from the employee's Sick Leave Reserve accumulation.

Effect of Legal Holidays on Annual Leave
Legal Holidays falling within a period when an employee is on Annual Leave, shall be counted as the Legal Holiday off and shall not be deducted from the employee's Annual Leave Accumulation.

Effect of Legal Holidays on Personal Leave
Legal Holidays falling within a period when an employee is on Personal Leave shall be counted as the Legal Holiday off and shall not be deducted from the employee's Personal Leave accumulation.

Effect of Legal Holidays on Leave of Absence
Employees on Leave of Absence Without Pay shall not receive Legal Holidays off with pay and shall not accumulate equivalent time off with pay for such Legal Holidays. An employee shall not receive pay for the Legal Holiday if they are on Leave of Absence Without Pay the day before the Legal Holiday and/or the day after the Legal Holiday.

APPENDIX C – EMPLOYEE HEALTH BENEFITS

Changes in plan design:

Any aspect of plan design that would directly impact employees' costs, including required per-pay-period contributions, co-pays, co-insurance, health savings account contributions, and other direct out-of-pockets, will remain intact and unchanged for the life of this contract.

The only exceptions to this are the limits and requirements created by law or regulation, such as the minimum deductible permissible for a High-Deductible Health Plan set by the IRS, or maximum contribution levels in various pre-tax savings accounts set by the IRS.

The County agrees to offer the benefit choices and options available as of the date of this contract so long as they are administratively viable. If the vendor no longer provides the program, the County is not obligated to create or maintain one. If fifty or fewer employees across the workforce enroll in a benefits plan or program, the County may opt to eliminate the plan or program due to lack of interest.

Prior to eliminating a benefits plan or program due to administrative viability or lack of interest, the County will notify the union and provide the opportunity to meet and confer to determine a transition plan that is mutually agreeable.

The parties agree that from time to time there is need to make minor changes in benefit plan design that do not impact employees' costs. There may also arise the need for the County to make plan design changes to improve access and equity across its workforce.

In these instances, the County will notify the union of minor changes or plan enhancements and provide the opportunity to meet and confer prior to implementation.

The parties agree that the standard provider formulary will be utilized and understand that it may change from time to time as new drugs come to market and as determined by the pharmacy benefit provider under contract with the County. The County will maintain the latest formulary on the employee benefits website.

The County retains the right to administer benefit plans according to benefit plan contracts and may correct errors at any time.

APPENDIX C (cont.) – EMPLOYEE HEALTH BENEFITS

2027 5-TIER Rx

Rx Tier	Market Average (National)	OC Current	OC 2027
Generic	$ 15	$ 10	$ 10
Preferred	$ 40	$ 30	$ 30
Non-Preferred	$ 80	$ 50	$ 50
Specialty (Preferred)	20%	N/A	$ 100
Specialty (Non-Preferred)	25%	N/A	$ 150

Align with standard BCBS formulary

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APPENDIX C (cont.) – EMPLOYEE HEALTH BENEFITS

Pair new cost-sharing model and 5-Tier Rx with Front-loaded HSA incentive

Family Composition (IRS/HSA)	1/1/26 HDHP Deductible (Minimum allowable by IRS)	Current Oakland County HSA Contribution	**HSA Contribution CY 2026 AND CY 2027***	HSA Minimum Contribution CY 2028 & Beyond
Employee Only	$1,700	$1,000	**$ 1,700**	$1,000
Employee + 1 or Family	$3,400	$2,000	**$ 3,400**	$2,000

*2027 WILL MATCH THE IRS MINIMUM ALLOWABLE

APPENDIX C (cont.) – EMPLOYEE HEALTH BENEFITS

2026 Contributions

Family Composition	Employee $ Contribution, Per Pay Period (26)									
	PPO1 CURRENT	PPO1 2026	PPO2 CURRENT	PPO2 2026	BCN CURRENT	BCN 2026	HDHP/PPO CURRENT	HDHP/PPO 2026	Trad CURRENT	Trad 2026
1. Employee Only	42	50	52	40	26	35	10	0	62	72
2. Employee + Child	75	85	80	60	45	55	15	0	99	109
3. Employee + 2 or more Children	85	95	95	75	55	65	25	0	104	114
4. Employee + Spouse	75	110	80	95	45	80	15	45	99	134
5. Employee + Spouse + Child(ren)	85	120	95	110	55	90	25	55	104	139

APPENDIX C (cont.) – EMPLOYEE HEALTH BENEFITS

2026 DENTAL PLAN IMPROVEMENTS

(Pending final vendor contract)

	Standard Plan		High Plan		Premier Plan (NEW)	
Bi-Weekly Contributions	Employee	$0	Employee	N/A	Employee	$10
	Emp + Child	$0	Emp + Child	$5	Emp + Child	$10
	Employee + Children	$0	Employee + Children	$10	Employee + Children	$15
	Emp + Spouse	$10	Emp + Spouse	N/A	Emp + Spouse	$20
	Emp/Sp/Children	$15	Emp/Sp/Children	$20	Emp/Sp/Children	$25
Employee; Employee + Child	DEDUCTIBLES					
Employee + Children	$25					
Employee + Spouse; Employee + Family	$50					
	$75					
Diagnostic & Preventive	Covered at 100%; no copay or deductible; not counted toward the annual maximum					
Basic*	Covered at 85%		Covered at 85%		Covered at 90%	
Major**	Covered at 50%		Covered at 50%		Covered at 75%	
Orthodontia	Not covered		Covered at 50%; up to age 19		Covered at 50%; no age limit	
Orthodontia Limit	N/A		$1,500 per individual per lifetime (currently $1,000)		$2,000 per individual per lifetime	
Maximum Annual Benefit***	$1,500 per individual (currently $1,000)		$1,500 per individual		$2,000 per individual	

APPENDIX C (cont.) – EMPLOYEE HEALTH BENEFITS

Pair new cost-sharing model with drastic increase in opt-out waivers

Waivers	Current: Per Pay Period	Model: Per Pay Period	Model: Annual
Employee Only (or spousal waiver)	$7.67	$50	$ 1,300
Employee + 1	$15.38	$100	$ 2,600
Family	$23.08	$150	$ 3,900

Eliminates separate dental opt-out payment

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APPENDIX D- EDUCATION ASSISTANCE

ADMINISTRATION

Designated Administrative Authority
The Education Assistance Program shall be administered by the Human Resources Department in accordance with the parameters described in this Rule.

Guidelines and Directives
The Human Resources Department shall establish administrative guidelines and directives supplemental to this rule as may be necessary to ensure fair and equitable distribution of education assistance, to provide sufficient reserves to meet reimbursement commitments and to maintain the overall integrity of the Education Assistance Program.

TUITION REIMBURSEMENT AND ADVANCEMENT REQUIREMENTS

Employee Eligibility
Employment Status

Applicants must be employed with Oakland County at the time of application for reimbursement or advancement and at the time the payment is to be issued. Reimbursements cannot be paid to persons after the date of separation from the County.

FTE Applicants must be eligible for employee benefits at the time of application and at the time the reimbursement or advancement check is to be issued. (Employees on leave of absence without pay and part-time non-eligible employees, for example, are not eligible for this benefit.) Other Sources Tuition Support - Fully Paid

Employees shall not be reimbursed for course work fully reimbursed or paid by tuition payment support from other sources such as, but not limited to, scholarships, fellowships, veterans' educational benefits, Federal, State, Local educational grant, or any other form of tuition support.
Other Sources Tuition Support - Partial Payment

Eligible applicants receiving a portion of the tuition costs requested from other sources but less than the maximum amount of reimbursement allowable under this Rule, are eligible for County reimbursement of the difference between the other sources payment and maximum reimbursement allowable under this Rule up to but not exceeding the total cost of tuition.

Caution: Application for and/or acceptance of Oakland County Tuition Reimbursement or Education Assistance by an employee not eligible for employee benefits or reimbursed or paid by other sources may be considered a misappropriation of County funds and cause for disciplinary action up to and including dismissal from County employment.

Course Work Eligibility

Institutional Requirements

Course work shall be limited to programs offered by universities, colleges, business schools, trade schools, and school systems only, approved/certified by a State Board of Education and accredited by the primary, nationally recognized accrediting association for each type of institution or licensed by a State's Proprietary School Unit. The applicant shall provide documented evidence that his or her school meets this requirement on the request of the Human Resources Department. Course work in non- degree programs that leads to licensure or certification for use in employment with Oakland County will also be accepted.

Class Time

No reimbursement or advancement will be allowed for course work taken on work time for which the employee is being compensated by Oakland County. Course work taken while the employee is on paid annual leave may be reimbursable if in accord with other provisions of this Rule.

Work Relatedness

Course work shall be:

Directly Related to Employee's Work

Course work should be directly related to the applicant's present job, approved by the Department Authority, and directed towards improving the applicant's knowledge of and performance on the job, or

Related to Probable Future County Employment

Probable Future County Employment shall be defined as a position or positions the employee is likely to be transferred to or promoted to based on reasonable evidence in the applicant's employment history and/or County experience with employees. The applicant must identify the job he/she chooses to work toward and one likely to be achieved on the Tuition Reimbursement Application, or

Degree Requirement

Course work not directly related to the employee's Present or Probable Future County Employment but required for a degree which is related to Present or Probable Future County Employment or other high demand occupation or career within Oakland County shall qualify for reimbursement within the intent of this Rule. The applicant may be required to provide reasonable evidence that the non-related course work cannot be substituted by related course work to achieve the same degree.

REIMBURSEMENT AND ADVANCEMENT PROCEDURE

Applicant Process

Completion of the application form and meeting the application, receipt and grades filing deadlines is the sole responsibility of the applicant.

Filing Deadlines Application Filing Deadline

Applications requesting Tuition Reimbursement or Advancement must be filed prior to the starting date of class. Applications are subject to approval and are approved on a first come, first served basis to the extent funding is available.
The employee is urged to protect their investment by confirming reimbursement before the class starts and before they have committed their own funds.
Receipt/Grades Filing Deadline

Grades and tuition receipts must be submitted to the Human Resources Department no later than sixty (60) days after the last meeting of the class as noted on the application for reimbursement except a grade of "I" or Incomplete will not be considered for any reimbursement until after successful completion. It is still necessary, however, to submit the incomplete grade within the sixty (60) day period to keep your application active. Also, if for any reason you cannot submit your grades within the filing time frame, e.g., computer error, notify the Human Resources Department in writing as soon as possible, stating the reason for the delay. Failure to meet this filing deadline may result in disqualification for reimbursement.
Course Description

Applicants may be required to submit with each application a full description of the course(s) for which reimbursement or advancement is requested. The published catalogue description or other official description provided by the educational institution are required for this purpose.
Department Approval

Each application for tuition reimbursement or advancement must be approved by the employee's Department Authority as being relative to the applicant's present or probable future County employment or as otherwise provided of this Rule.
Applications not approved by the Department Authority shall be returned to the employee by the Department Authority prior to the starting date of the course or no later than five working days after the receipt of the application with a written explanation of why approval was not granted.
Human Resources Department Approval

Applications for reimbursement or advancement must be approved by the Human Resources Department to assure that the application is complete and in accord with the provisions of this Rule, that an adequate course description has been provided and that sufficient funding is available to meet the reimbursement request.
Applications approved by the Human Resources Department will be acknowledged by forwarding to the employee a copy of the "Reimbursement Payment Authorization Form".
Applications not approved by the Human Resources Department shall be returned to the employee within ten (10) working days of receipt in Human Resources with a written explanation of why the course work was not approved.

Revised 03/11/25
Notice of Change in Course Work

Applicants changing classes after original approval must notify the Human Resources Department in writing stating reason for change and submitting a description of the course for which reimbursement is requested. Changes from course work already approved may invalidate reimbursement approval if the substitute course work cannot be related to the employee's present or probable future County employment or as otherwise provided of this Rule.

Course Work Documentation

Original Documents

Only original documents can be accepted by the Human Resources Department. Original applications, tuition payment receipts and grades or other original proof of successful class completion must be submitted to the Human Resources Department to complete a reimbursement transaction.
Employees who wish original documents returned should forward the original documents along with a legible duplicate copy. Upon verification of the coursework, original copy will be returned, and the legible duplicate shall be maintained with the employee’s reimbursement records.

Verification of Tuition Payment

Process for Payment: Tuition Reimbursement
Promptly after the end of the course, the applicant should provide Human Resources with an official grade report showing successful completion of the course and a paid bill or receipt indicating the amount of tuition and fees paid.
Process for Payment: Tuition Advancement
Promptly after a request is approved and the training institution invoice is submitted, Fiscal Services/Payroll will initiate a payment, less any financial aid, scholarships, grants, or other tuition assistance. Once the transaction is approved by HR and Fiscal Services, the advancement payment will be mailed directly to the employee for the approved amount.
No later than 30 days after the end of the term, the employee who received a tuition advance is responsible for providing HR with an official grade report showing successful completion of the course and a paid bill or receipt indicating the amount of tuition and fees the employee has paid. If a scholarship or grant is received, the employee must reimburse the county the amount of the scholarship or grant from what was previously advanced.
Verification of Successful Completion

Applicants are required to submit proof of successful completion of course work if choosing the tuition reimbursement option before payment can be authorized. Course withdrawals or failures are not reimbursable. Institutional grade reports serve this purpose best. A letter from the applicant's course teacher or instructor, on institutional letterhead, verifying successful completion, is an acceptable substitute.
No later than 30 days after the end of the term, the employee who received a tuition advance is responsible for providing HR with an official grade report showing successful completion of the course and a paid bill or receipt indicating the amount of tuition and fees the employee has paid. If a scholarship or grant is received, the employee must reimburse the county the amount of the scholarship or grant from what was previously advanced.

If the employee does not successfully complete the class, depending on the circumstances, will be allowed one opportunity to retake and pass the course.1

1 Two unsuccessful attempts at completing the coursework will result in program suspension under this section until coursework is successfully completed at employee expense.

If the employee leaves the education institution, either voluntarily or involuntarily, before successfully completing the course or before reimbursing any amounts owing under this policy, or if an employee does not register for, or stops attending, a course for which they have received an advance, the employee will no longer receive educational assistance through Human Resources.

REIMBURSEMENT AND ADVANCEMENT LIMITATIONS

Fund Limitations

Reimbursement and advancement request approvals are contingent upon the availability of Tuition Reimbursement funds specifically budgeted for this purpose. Should funding become insufficient to meet reimbursement requests due to increased demand, budget cutbacks or for any other reason, reimbursements and advancement will be processed on a first come, first served basis. Act 621 of the Public Acts of 1978, otherwise known as the Uniform Budgeting Act, prohibits payment of reimbursements in excess of the funds specifically budgeted for this purpose.

Dollar Limitation

Education Assistance rates shall be determined by the Board of Commissioners.

EDUCATION ASSISTANCE NOT ALLOWED

Law School Courses

There shall be no Education Assistance for law school classes; however, employees who are current members in good standing of the State Bar of Michigan may take law school classes which are directly related to County operations, activities, and objectives and which will place the employee in a position to improve their job performance and professional development.

Seminars, Conferences, etc.

There shall be no Education Assistance for seminars, conferences or other programs normally covered by a department's budgeted provisions for travel and conference.

Degree Limitations

There shall be no Education Assistance for any course work, seminars, conferences, or other educational programs from the Tuition Reimbursement fund for employees possessing a Doctor of Philosophy or equivalent advanced degree.

Costs Other Than Tuition

Qualified education payments include payments for tuition, fees, and books. Reimbursement for other expenses, such as internet, software, lodging, meals, transportation, or other supplies that can be retained by the employee after completing the course of instruction are prohibited. Courses involving sports, games or hobbies are not eligible unless they are required for the degree program, or they have a reasonable relationship to the employer's business.
Oakland County encourages and assists employees to improve their educational qualifications in subjects and fields of endeavor which are directly related to the County's operations, activities, and objectives and which will place the employee in a position to improve their job performance and professional development.

ADMINISTRATION
Designated Administrative Authority
The Education Assistance Program shall be administered by the Human Resources Department in accordance with the parameters described in this Rule.

Guidelines and Directives
The Human Resources Department shall establish administrative guidelines and directives supplemental to this rule as may be necessary to ensure fair and equitable distribution of education assistance, to provide sufficient reserves to meet reimbursement commitments and to maintain the overall integrity of the Education Assistance Program.

Employee Eligibility Employment Status
Applicants must be employed with Oakland County at the time of application for reimbursement or advancement and at the time the payment is to be issued. Reimbursements cannot be paid to persons after the date of separation from the County.

Employee Benefits Eligibility
FTE Applicants must be eligible for employee benefits, at the time of application and at the time the reimbursement or advancement check is to be issued. (Employees on leave of absence without pay and part-time non-eligible employees, for example, are not eligible for this benefit.)

Other Sources Tuition Support - Fully Paid
Employees shall not be reimbursed for course work fully reimbursed or paid by tuition payment support from other sources such as, but not limited to, scholarships, fellowships, veterans' educational benefits, Federal, State, Local educational grant, or any other form of tuition support.

Other Sources Tuition Support- Partial Payment
Eligible applicants receiving a portion of the tuition costs requested from other sources but less than the maximum amount of reimbursement allowable under this Rule, are eligible for County reimbursement of the difference between the other sources payment and maximum reimbursement allowable under this Rule up to but not exceeding the total cost of tuition.

Caution: Application for and/or acceptance of Oakland County Tuition Reimbursement or Education Assistance by an employee not eligible for employee benefits or reimbursed or paid by other sources may be considered a

misappropriation of County funds and cause for disciplinary action up to and including dismissal from County employment.

Course Work Eligibility. Institutional Requirements
Course work shall be limited to programs offered by universities, colleges, business schools, trade schools, and school systems only, approved/certified by a State Board of Education and accredited by the primary, nationally recognized accrediting association for each type of institution or licensed by a State's Proprietary School Unit. The applicant shall provide documented evidence that his or her school meets this requirement on the request of the Human Resources Department. Course work in non- degree programs that leads to licensure or certification for use in employment with Oakland County will also be accepted.

Class Time
No reimbursement or advancement will be allowed for course work taken on work time for which the employee is being compensated by Oakland County. Course work taken while the employee is on paid annual leave may be reimbursable if in accord with other provisions of this Rule.

Work Relatedness Course work shall be:
Directly Related to Employee's Work
Course work should be directly related to the applicant's present job, approved by the Department Authority, and directed towards improving the applicant's knowledge of and performance on the job, or Related to Probable Future County Employment

Probable Future County Employment shall be defined as a position or positions the employee is likely to be transferred to or promoted to based on reasonable evidence in the applicant's employment history and/or County experience with employees. The applicant must identify the job he/she chooses to work toward and one likely to be achieved on the Tuition Reimbursement Application, or

Degree Requirement
Course work not directly related to the employee's Present or Probable Future County Employment but required for a degree which is related to Present or Probable Future County Employment or other high demand occupation or career within Oakland County shall qualify for reimbursement within the intent of this Rule. The applicant may be required to provide reasonable evidence that the non- related course work cannot be substituted by related course work to achieve the same degree.

REIMBURSEMENT AND ADVANCEMENT PROCEDURE

Applicant Process
Completion of the application form and meeting the application, receipt and grades filing deadlines is the sole responsibility of the applicant.
Filing Deadlines Application Filing Deadline
Applications requesting Tuition Reimbursement or Advancement must be filed prior to the starting date of class. Applications are subject to approval noted in Sections 20.4.1.3 and 20.4.1.4 of this Rule and are approved on a first come, first served basis to the extent funding is available.

The employee is urged to protect their investment by confirming reimbursement before the class starts and before they have committed their own funds.

Receipt of Grades Filing Deadline

Grades and tuition receipts must be submitted to the Human Resources Department no later than sixty (60) days after the last meeting of the class as noted on the application for reimbursement except a grade of "I" or Incomplete will not be considered for any reimbursement until after successful completion. It is still necessary, however, to submit the incomplete grade within the sixty (60) day period to keep your application active. Also, if for any reason you cannot submit your grades within the filing time frame, e.g., computer error, notify the Human Resources Department in writing as soon as possible, stating the reason for the delay. Failure to meet this filing deadline may result in disqualification for reimbursement.

Course Description

Applicants may be required to submit with each application a full description of the course(s) for which reimbursement or advancement is requested. The published catalogue description or other official description provided by the educational institution are required for this purpose. Department Approval

Each application for tuition reimbursement or advancement must be approved by the employee's Department Authority as being relative to the applicant's present or probable future County employment or as otherwise provided in this Article.

Applications not approved by the Department Authority shall be returned to the employee by the Department Authority prior to the starting date of the course or no later than five working days after the receipt of the application with a written explanation of why approval was not granted.

Human Resources Department Approval

Applications for reimbursement or advancement must be approved by the Human Resources Department to assure that the application is complete and in accord with the provisions of this Rule, that an adequate course description has been provided and that sufficient funding is available to meet the reimbursement request.

Applications approved by the Human Resources Department will be acknowledged by forwarding to the employee a copy of the "Reimbursement Payment Authorization Form".

Applications not approved by the Human Resources Department shall be returned to the employee within ten (10) working days of receipt in Human Resources with a written explanation of why the course work was not approved.

Notice of Change in Course Work

Applicants changing classes after original approval must notify the Human Resources Department in writing stating reason for change and submitting a description of the course for which reimbursement is requested. Changes from course work already approved may invalidate reimbursement approval if the substitute course work cannot be related to the employee's present or probable future County employment or as otherwise provided in this Article.

Course Work Documentation Original Documents

Only original documents can be accepted by the Human Resources Department. Original applications, tuition payment receipts and grades or other original proof of successful class completion must be submitted to the Human Resources Department to complete a reimbursement transaction.

Employees who wish original documents returned should forward the original documents along with a legible duplicate copy. Upon verification of the coursework, original copy will be returned, and the legible duplicate shall be maintained with the employee's reimbursement records.

Verification of Tuition Payment
Process for Payment: Tuition Reimbursement
Promptly after the end of the course, the applicant should provide Human Resources with an official grade report showing successful completion of the course and a paid bill or receipt indicating the amount of tuition and fees paid as stated in this Article.

Process for Payment: Tuition Advancement
Promptly after a request is approved and the training institution invoice is submitted, Fiscal Services/Payroll will initiate a payment, less any financial aid, scholarships, grants, or other tuition assistance. Once the transaction is approved by HR and Fiscal Services, the advancement payment will be mailed directly to the employee for the approved amount.

No later than thirty (30) days after the end of the term, the employee who received a tuition advance is responsible for providing HR with an official grade report showing successful completion of the course and a paid bill or receipt indicating the amount of tuition and fees the employee has paid. If a scholarship or grant is received, the employee must reimburse the county the amount of the scholarship or grant from what was previously advanced.

Verification of Successful Completion
Applicants are required to submit proof of successful completion of course work if choosing the tuition reimbursement option before payment can be authorized. Course withdrawals or failures are not reimbursable. Institutional grade reports serve this purpose best. A letter from the applicant's course teacher or instructor, on institutional letterhead, verifying successful completion, is an acceptable substitute.

No later than thirty (30) days after the end of the term, the employee who received a tuition advance is responsible for providing HR with an official grade report showing successful completion of the course and a paid bill or receipt indicating the amount of tuition and fees the employee has paid. If a scholarship or grant is received, the employee must reimburse the county the amount of the scholarship or grant from what was previously advanced.

If the employee does not successfully complete the class, depending on the circumstances, will be allowed one (1) opportunity to retake and pass the course.

If the employee leaves the education institution, either voluntarily or involuntarily, before successfully completing the course or before reimbursing any amounts owing under this policy, or if an employee does not

register for, or stops attending, a course for which they have received an advance, the employee will no longer receive educational assistance through Human Resources.

REIMBURSEMENT AND ADVANCEMENT LIMITATIONS

Fund Limitations
Reimbursement and advancement request approvals are contingent upon the availability of Tuition Reimbursement funds specifically budgeted for this purpose. Should funding become insufficient to meet reimbursement requests due to increased demand, budget cutbacks or for any other reason, reimbursements and advancement will be processed on a first come, first served basis. Act 621 of the Public Acts of 1978, otherwise known as the Uniform Budgeting Act, prohibits payment of reimbursements in excess of the funds specifically budgeted for this purpose.

Dollar Limitation
Education Assistance rates shall be determined by the Board of Commissioners. EDUCATION ASSISTANCE NOT ALLOWED
Law School Courses
There shall be no Education Assistance for law school classes; however, employees who are current members in good standing of the State Bar of Michigan may take law school classes which are directly related to County operations, activities, and objectives and which will place the employee in a position to improve their job performance and professional development.
Seminars, Conferences, etc.
There shall be no Education Assistance for seminars, conferences or other programs normally covered by a department's budgeted provisions for travel and conference.

Degree Limitations
There shall be no Education Assistance for any course work, seminars, conferences, or other educational programs from the Tuition Reimbursement fund for employees possessing a Doctor of Philosophy or equivalent advanced degree.

Costs Other Than Tuition

Qualified education payments include payments for tuition, fees, and books. Reimbursement for other expenses, such as internet, software, lodging, meals, transportation, or other supplies that can be retained by the employee after completing the course of instruction are prohibited. Courses involving sports, games or hobbies are not eligible unless they are required for the degree program, or they have a reasonable relationship to the Employer's business.

Two unsuccessful attempts at completing the coursework will result in program suspension under this section until coursework is successfully completed at employee expense.

Appendix E- PROBATIONARY PERIOD

WHO MUST SERVE A PROBATIONARY PERIOD

Employees who have received an open competitive appointment to a covered Merit System position.

Employees having regular Merit System status, who have been promoted to a classification with a higher maximum salary.

Former County employees who have been re-employed in a covered Merit System position.

Students and employees appointed to part-time non-eligible employment do not serve a probationary period and are not eligible for Merit System status. Time served as a student or part-time non-eligible employee shall not be credited toward Merit System status for any classification.

DEFINITION OF PROBATIONARY PERIOD

The probationary period shall be a six (6) month trial period immediately following an employee's open competitive appointment, promotion or re- employment.

The probationary period is a continuation of the selection, promotional or re-employment process and the appointment, promotion or re-employment is not complete until the employee has successfully completed the probationary period.

EFFECT OF PROBATIONARY PERIOD ON AN EMPLOYEE

During the probationary period following an open competitive appointment or re-employment, an employee does not have regular Merit System status and does not have the right to appeal a dismissal, suspension or disciplinary action to the Personnel Appeal Board.

During a probationary period following a promotion, an employee does not have the right to appeal a Failure to Complete Probationary Period, to the highest classification in which they have regular Merit System status, to the Personnel Appeal Board.

LENGTH OF PROBATIONARY PERIOD

The probationary period shall begin on the effective date of the appointment or re-employment and shall end on the same date of the sixth month in the future except time in the following categories will not count towards the completion of the six (6) month probationary period:

All time spent in training after initial appointment providing the training is:

Required by a higher governmental authority.

Outside the County's jurisdiction under the control of an agency qualified to provide the training required.

More than fourteen (14) consecutive days of actual instruction.

All time spent on authorized leaves of absence without pay when such leaves are in excess of fourteen (14) consecutive work days.

The probationary period resulting from promotions within the employee's department shall begin on the effective date of the promotion, shall end on the same date of the sixth month in the future.

When the starting date is the last day of the month and the sixth (6^{th}) month has fewer days, the last day of the sixth (6^{th}) month shall be the probationary period completion date.

NOTIFICATION

The Human Resources Department shall notify both the employee and the department head, in writing, of the starting of a probationary period.

The Human Resources Department shall send a "Mid-Probationary Period Report" form to the department at three (3) months. This report shall be completed, discussed with the employee and returned to the Human Resources Department prior to the beginning of the fourth (4^{th}) month of the probationary period.

The Human Resources Department shall send an "End of Probationary Period" notice to the department after five (5) months. The department shall complete this notice, discuss it with the employee, and return it to the Human Resources Department before the six (6) month probationary period is over.

If the employee is not separated or demoted, depending on the type of probationary period, he/she is deemed to have successfully completed his/her probationary period.

EFFECT OF A PROVISIONAL APPOINTMENT ON A PROBATIONARY PERIOD

Time spent in a provisional appointment in the same classification and department and immediately prior to receiving an open competitive appointment to that classification and department shall be considered as time spent under the probationary period of that appointment.

EFFECT OF PROBATIONARY PERIOD ON EMPLOYEE APPOINTED FOR THE LIFE OF A FEDERAL, STATE, LOCAL OR OTHER GRANT OR CONTRACT

Employees appointed under the Merit System to fill a position funded by a special grant or contract program, who have successfully completed a six (6) month probationary period while in grant or contract funded employment shall be granted Merit System status only for the following purposes:

For the time the position continues to be funded by the Grant or Contract.

To qualify for re-employment rights.

Transfer to regular Merit System status when and if the Grant or Contract position is converted to a County budgeted position.

To transfer to regular Merit System status when and if the employee is transferred to a County budgeted position.

Appendix F

Healthy Workplace Policy

Oakland County is committed to maintaining a healthy and safe workplace to protect our employees and to prevent service disruption. Highly infectious and extremely serious illnesses such as influenza (flu), Respiratory Syncytial Virus (RSV), and COVID-19 are the most contagious and have the highest risk for detrimental health outcomes. It is imperative that we remain vigilant, especially when infection rates are high during peak season to protect our employees, our departments and those we serve.

This policy outlines expectations for mitigating risk associated with highly infectious and extremely serious illnesses in the workplace. It also provides guidelines for employees regarding time off, remote work options, and preventive measures to ensure the well-being of all. Oakland County has provided employees and supervisors with tools to create a healthy and safe workplace. It is the responsibility of all of us to ensure that we make health and safety a priority. Departments that can accommodate remote work, especially during peak season for spread, should do so. This will help support service continuity and productivity while mitigating the risk of serious illness in the workplace.

Due to the nature of public service operations, it is not feasible for all classifications to work remotely. Departments retain the sole discretion to determine which classifications are eligible for a remote work option. The provisions of this policy are meant to encourage safe practices and make it easier for sick employees to stay home and stop the spread, while protecting the safety of the workplace, other employees, and the public we serve. Please work with your team, human resources, and the public health division to establish a healthy workplace plan that serves your operational needs while protecting everyone's health.

Managing Exposure:

Employees who are exposed to flu, RSV, or COVID-19 are expected to follow the CDC guidelines for isolation and exposure, observe recommendations pertaining to masking and other safety precautions, and utilize the CDC isolation and exposure calculator to determine the timing of safety/mitigation measures.

Managing Illness, Symptoms and Reporting:

For everyone's safety, employees are encouraged to stay home when sick with a contagious illness, or when experiencing symptoms of a contagious illness such as fever, sore throat, cough, vomiting,
diarrhea, chills, and body aches.

It is imperative that employees stay home when experiencing symptoms of highly infectious and
extremely serious illnesses such as influenza (flu), RSV, and COVID-19, or if there is reason to believe you have flu, RSV, or COVID-19 and could be contagious. These illnesses are extremely contagious and have significant risk for detrimental outcomes for others. The most responsible course of action is to test for flu/RSV/COVID-19 and observe CDC guidelines for isolation and exposure.

It is highly recommended that an employee diagnosed with the flu, RSV, or COVID-19 promptly inform close contacts, including co-workers, to ensure those exposed are monitoring symptoms and taking proper precautions.

Employees with flu/RSV/COVID-19 must report their absence as they would any other absence due to illness.

Management Right to Preserve Workplace Safety

In most cases, employees will honor the intent of this policy and make decisions that protect others from serious highly contagious illnesses such as flu/RSV/COVID-19. However, should an employee come to work visibly ill with observable symptoms that suggest flu/RSV/COVID-19, a supervisor may send the employee home to preserve the safety of the workplace.

Supervisors who intend to send an employee home may want to consult with Human Resources/

Employee & Labor Relations (248-459-3936 or woodr@oakgov.com) who will consult with Public Health staff about the symptoms observed that support the decision.

If the employee in question works in a remote-eligible position, the employee may be required to work remotely until symptoms resolve or a negative test from a medical facility is provided.

If the employee in question works in a 100% on-site designated position, the employee will have access to up to 3 NPH days to cover the time off if there is a positive test from a medical facility.

Paid Time Off and use of remote work options:

To maintain productivity, it is highly recommended that Departments with hybrid-designated classifications allow employees to work from home when symptomatic for flu, RSV, or COVID-19. Remote work arrangements should be made to accommodate the employee's health while ensuring the continuity of work tasks. Departments may choose to make temporary exceptions to their hybrid work plans to maintain productivity during spikes in serious contagious illnesses. For example, allowing a contagious person to work remotely more days than typically allowed in the department hybrid work plan to limit others' exposure to serious contagious illness at work.

Conversely, Departments may need to temporarily alter or suspend healthy employees' hybrid/remote schedules to meet in-office staffing needs as the result of widespread illness.

Those working remote who need to take time off to rest and recover from their illness must take time off from their current time off banks to cover any periods of non-productivity.

Departments retain the sole discretion to determine which classifications are eligible for a remote work option.

Paid Time Off for 100% on-site classifications:

For departments with full-time or part-time eligible under Merit Rule 4.9 classifications that are required to work 100% on-site, the County will allow up to three (3) full consecutive workdays of "NPH" paid time off for **each incident** of an employee's illness with flu, RSV, or COVID-19. These days will be marked as NPH within the payroll system and will not be charged against employee time off banks. NPH days are available to cover some/all the time an employee must stay home due to their own active illness/required isolation. Documentation/evidence of a positive flu, RSV, or COVID-19 test from a medical facility such as the Oakland County Public Health Division, Doctor's Office, Urgent Care is REQUIRED to access paid NPH days. Home tests are not accepted. Doctor's notes are not accepted. If the test is negative, or documentation is not provided, the time off will be charged to the employee's time off banks, or the employee may opt to take the time off as unpaid. It is the sole responsibility of the employee to provide suitable documentation to access NPH days.

Due to the timing of payroll, employees may need to initially use leave banks to cover an absence. Once verified documentation of a positive test from a medical facility is received, up to 3 leave days will be restored and the time will be recorded as NPH. An employee may NOT code any time as NPH prior to uploading verified documentation of a positive test. Home tests are not accepted. Doctor's notes are not accepted. It is the sole responsibility of the employee to provide suitable documentation to access NPH days. Departments retain the sole discretion to determine which classifications are eligible for a remote work option. Those in a remote-eligible position cannot access additional NPH days even if they normally work on-site. Remote-eligible employees are expected to work remotely, or use accrued paid off when it is unsafe to attend work in person due to illness.

NPH time is not banked or accrued. It does not "carry forward" and there is no payout. It is available for each incident of COVID-19/flu/RSV evidenced with a positive test from a medical facility in accordance with this policy.

Coordination with Family Medical Leave Act (FMLA) and Short-Term Disability (STD)

Some serious health conditions may qualify for FMLA leave. For example, conditions requiring an

overnight stay in a hospital or other medical care facility; or conditions that incapacitate the employee (for example, unable to work or attend school) for more than five consecutive days and that include ongoing medical treatment (either multiple appointments with a health care provider, or a single appointment and follow-up care, such as prescription medication.)

The County's short-term disability plan may provide income protection for medically related absences exceeding five days. Oftentimes a qualifying STD claim will run concurrently with FMLA, and vice versa. Contact Human Resources if you believe an absence due to flu/RSV/COVID-19 may qualify as FMLA or if you need short-term disability.

Flu, RSV, and COVID-19 Vaccination:

Employees are strongly encouraged to receive an annual flu, RSV (as indicated), and COVID-19 vaccination. Oakland County provides free flu and COVID-19 vaccines to all full and part-time employees at its public health clinics. All County health insurance plans provide 100% coverage for vaccinations.

Preventive Measures:
Employees are expected to observe safety practices to prevent transmission of contagious illnesses in the workplace including frequent hand washing, covering mouth and nose when coughing or sneezing, avoiding close contact with others and wearing a mask if you are not feeling well or have reason to believe you may have been exposed to a person with flu, RSV, or COVID-19.
All employees are strongly encouraged to wear masks during times of high transmission.
Face masks, hand sanitizer, tissues, and disinfectant wipes will be provided throughout the workplace. Enhanced cleaning protocols will be implemented, focusing on high-touch surfaces and common areas, during times of high transmission. Departments requiring additional disinfecting should contact Facilities Maintenance to place a work order.
Return-to-Work Criteria:
Employees may return to work following flu, RSV, or COVID-19 infection based on the CDC isolation and exposure guidelines. Employees are required to follow CDC guidelines for isolation and exposure upon return, including CDC recommendations pertaining to masking and other safety precautions.
Existing union contract language and department requirements pertaining to “return-to-work” documentation apply to absences addressed within this policy.
Confidentiality and Respect:
Employees' health information should be kept confidential. Co-workers are expected to respect each other's privacy and refrain from discussing colleagues' health conditions. However, employees are also expected to demonstrate care and courtesy for their colleagues by notifying their supervisor of any close contacts in the workplace if they have exposed them to flu/RSV/COVID-19

Appendix G- ANNUAL LEAVE

Annual Leave is absence from work for which the employee is paid just as if he or she were at work. Annual Leave is earned and accumulated each pay period at a rate dependent on the length of the employee's County service. When Annual Leave is used, and the amount of Annual Leave that is taken at one time, are at the discretion of the employee's Department Head within the limitations of the employee's accumulation, of necessity, the welfare and convenience of the County and the continuation of the services the department renders must be the foremost consideration in allowing Annual Leave. An Annual vacation is the most common use of Annual Leave, although it also may be used for other purposes such as personal business and to cover a period of illness after Sick Leave Reserve or Personal Leave have run out.
All employees eligible for Annual Leave shall begin their accumulation from the first day of eligible County employment.

RATE OF ACCUMULATION OF ANNUAL LEAVE AND MAXIMUM ACCUMULA TION

Annual Leave shall be earned and accumulated by pay periods, according to the following chart.

LENGTH OF ELIGIBLECOUNTY SERVICE (SEE RULE 22)		DAYS OF ANNUAL LEAVE EARNED*		MAXIMUM** ACCUMULATION HOURS/DAYS	
From	Throuqh	Hours Per Pav In 12 Months		Eliq. O/T	N/Eliq. O/T
0	1 Year	3.07	10 Days	N/A	N/A
2 Yrs	4 Years	3.69	12 Davs	144/18.0	288/36.0
5 Yrs	9 Years	4.61	15 Days	180/22.5	360/45.0
10 Yrs	14 Years	5.53	18 Davs	216/27.0	432/54.0
15 Yrs	19 Years	6.15	20 Davs	240/30.0	480/60.0
20 Yrs	24 Years	6.76	22 Days	264/33.0	528/66.0
25 Yrs	Remainder of County Service	7.38	24 Days	288/36.0	576/72.0

*While the amounts earned per pay period do not appear to add up exactly to the amounts earned in a twelve month period, the computer which does the accumulating automatically corrects for this, once a year.

**The maximum accumulation for employees eligible for Overtime is based on one and one-half year's worth of Annual Leave earnings. The maximum accumulation for employees not eligible for overtime is based on three (3) years worth of Annual Leave earnings. When the maximum accumulation of Annual Leave is reached, additional time spent in County service, while an employee's Annual Leave accumulation is at the maximum, will not earn annual leave, either for immediate or future use when the employee's accumulation is below the maximum.

USE OF ANNUAL LEAVE

Annual Leave may be used only with the permission of an employee's department head. This provision shall apply to all other sections of this plan.

Annual Leave may be used at any time after it is earned, subject to the aforementioned.

Annual Leave may not be used before it is earned.

Annual Leave may be used in any combination of days, subject to the aforementioned.

Employees not eligible for overtime for whom Annual Leave has been placed in an Annual Leave Reserve Bank may draw from their reserve subject to the aforementioned.

NOTE: At the time the maximum accumulation was applied to "non-overtime" employees, all banked Annual Leave days in excess of two (2) times the annual earnings rate was placed in the Annual Leave Reserve. This allowed all "non- overtime" employees one more year to accumulate Annual Leave and schedule vacations before reaching the accumulation maximum.

EFFECT OF PERSONAL LEAVE AND SICK LEAVE RESERVE ON ANNUAL LEAVE
Employees utilizing Personal Leave or Sick Leave from their Sick Leave Reserve Bank shall continue to accumulate Annual Leave just as if they were on the job.

If an employee has reason to draw from his or her Sick Leave Reserve Bank during a period of Annual Leave usage and if such Sick Leave Reserve is used to cover an illness of the employee and this usage is documented by a physician's written statement to the department head's satisfaction, such time may be deducted from the employee's Sick Leave Reserve instead of from his or her Annual Leave Accumulation.

EFFECT OF SHORT TERM AND LONG TERM DISABILITY INCOME INSURANCE ON ANNUAL LEAVE
Employees receiving Short Term Disability Income Insurance payments shall continue to accumulate Annual Leave just as if they were on the job.

Employees receiving Long Term Disability Income Insurance payments who remain on the roll as a County employee shall not accumulate Annual Leave.

EFFECT OF DEATH LEAVE ON ANNUAL LEAVE
If an employee has reason to use Death Leave during a period of Annual Leave usage, and such Death Leave is documented to the department head's satisfaction, such time may be considered as Death Leave instead of deducted from the employee's Annual Leave accumulation. (See also, Article 29 "Death Leave")

EFFECT OF PAID LEGAL HOLIDAYS ON ANNUAL LEAVE
Legal Holidays, as defined in these rules, which are counted as days off with pay by the County, shall not be deducted from an employee's Annual Leave accumulation when they fall during a period of Annual Leave usage.

EFFECTS OF LEAVES OF ABSENCE WITHOUT PAY ON ANNUAL LEAVE
Employees shall not accumulate Annual Leave while on Leaves of Absence Without Pay.

PAYMENT FOR UNUSED ACCUMULATED ANNUAL LEAVE ON SEPARATION FROM COUNTY SERVICE
Employees separated from County Service shall be paid at separation, for their unused accumulation of Annual Leave at the salary rate the employee is being paid on his or her final day of actual work.

This payment shall not be included in the computation of final average compensation (F.A.C.) for retirement benefit purposes for employees initially appointed to eligible County service after December 31, 1977.

EFFECT OF TRANSFER OF AN EMPLOYEE FROM ONE DEPARTMENT TO ANOTHER WITHIN THE COUNTY SERVICE, ON ANNUAL LEAVE
An amount of money equal to the amount of unused Annual Leave time the employee has in their accumulation at the time of the transfer, paid at the rate the employee is being paid at the time of the transfer, shall be transferred from the salaries budget of the department the employee is transferring from, into the salaries budget of the department he or she is transferring to, if requested by the department head of the latter.

APPENDIX H- ANIMAL SHELTER AND PET ADOPTION CENTER

REPRESENTATION

There shall be one (1) steward and one (1) alternate steward. In matters which require the presence of a union steward it shall be the responsibility of the employer to arrange for the steward's attendance.

UNIFORMS

Employees shall be provided with the following uniforms as identified. Dry cleaning will be provided at the County's expense for scrubs and the ACO's uniform shirts/pants. All other items to be laundered will be the responsibility of the employee.

Animal Control Officers

5 short sleeve shirts
5 long sleeve shirts
5 pairs of pants
1 Gortex winter jacket
1 Soft shell jacket
1 Raincoat
1 Duty belt
1 Holster
1 Pant belt
4 Belt Keepers
1 Armor Express Vortex Level II vest
1 Cool performance fitted cap
1 5-panel twill cap
1 Ball cap
2 Point Blank Guardian outer carrier vest
1 Sweatshirt

In addition to the uniforms provided by the department, each officer will receive an allowance of $275 to be used for safety/work boot and any other equipment approved by management In January each calendar year.

Front Desk/Office Staff

5 Short sleeve shirts per year
5 Long sleeve shirts per year
1 Fleece jacket

Veterinarian Technicians

5 pairs of scrubs for a cost not to exceed $300 (employee will be reimbursed after submitting receipt from purchase)

$150 allowance for slip resistance shoes in January of each calendar year.

Shelter Attendants and Shelter Leaders

One time purchase Carhartt jacket, or comparable quality if Carhartt is not available

$150 allowance in January of each calendar year for slip resistant shoes. (includes full-time Office Support Staff).

Replacement of items. All items, except for boots, can be replaced due to damage, with supervisor approval. Any of these items that are lost will be replaced at the expense of the employee. Any damage due to wear and tear or sanitary concerns to the item can be replaced by the department with supervisor approval. Any appeals of a supervisor's denial should be made to a Union representative.

Holiday Working Hours

Animal Shelter Attendants and Animal Shelter Lead Staff who are assigned to cleaning duties shall be paid for all holidays that are observed holidays by the County of Oakland. However, for those ASA's and Lead Staff who are assigned cleaning duties, for specific holidays, the actual day of the holiday shall be considered the holiday and NOT the observed day that the County designates.

i.e. When Christmas Eve falls on a Saturday and Christmas Day falls on a Sunday, the County would designate Friday, December 23, and Monday, December 26, as the observed holidays. The cleaning staff will not follow those designated days and instead work full days on the observed dates and work a half day (as they do on any holiday) on the actual holidays. The ASA cleaners would work 8 hours on Monday and Friday and work 4.5 hours on Saturday and Sunday, in this example.

For all other staff members, the County's observed day shall be designated as their holiday.

For Employee's other than the ASA's and Lead Staff who clean, if the County is scheduled to be closed on a regular work day for an actual holiday that is being observed by the County on a different day, those Employees who are scheduled to work that day will be scheduled to work on a different day that would normally be their day off, in the same pay period.

i.e. When an actual holiday falls on a Saturday and the shelter is closed to the public, those staff members who are scheduled to work that day (other than cleaning staff) will need to work a different day during the week to make up for the closure.

Potential Dates Impacted:

July 4, 2026
July 4, 2027
December 27, 2027
January 1, 2028

APPENDIX I- MAINTENANCE, CUSTODIAL AND GROUNDS

REPRESENTATION

There shall be stewards and alternate stewards in accordance with the following formula:
(a) The Maintenance employees shall be represented by one (1) steward and one (1) alternate steward;
(b) The Grounds employees shall be represented by one (1) steward and one (1) alternate steward;
(c) The Custodial employees shall be represented by one (1) steward and one (1) alternate steward for the afternoon shift.

In matters which require the presence of a union steward it shall be the responsibility of the employer to arrange for the steward's attendance.

GROUNDSKEEPERS

Movement from the Level I to the Level II in the Groundskeeper series may occur without the need for a vacancy in the higher classification after completion of/obtaining required MDARD Pesticide Certification in categories 3A, 3B and 6, and/or a Commercial Driver's License "A" with no air brake restriction. An employee will be reclassified from Groundskeeper I to Groundskeeper II when, in the sole judgement and discretion of the employer, their work performance warrants such reclassification.

CUSTODIAL EMPLOYEES

When a permanent vacancy occurs within the custodial department, the position (facility, location and work schedule) shall be posted to all custodial personnel. The custodial employees interested in the lateral position will have 5 business days to respond in writing to the Chief of Custodial Services that they are interested in the vacant job assignment's location and shift. The position will be filled within 5 business days, where feasible. The employee with the highest seniority that is minimally qualified for the position will be considered for the position. Any vacancy created through the filling of the original vacancy shall be limited to no more than two "domino effect" moves. If the Employer selects an employee other than the employee with the most seniority, the Employer shall provide the reasons in writing for selecting the less senior employee to the Union. Once the most senior qualified candidate(s) is/are selected, there will be a thirty (30) day trial period to determine if the change in assignment benefits both parties.

SNOW REMOVAL DUTY

- Grounds Equipment Mechanic/Automobile Mechanic
- Groundskeeper I
- Grounds Keeper II
- Groundskeeper Specialist
- Groundskeeper Specialist- Irrigation

In the job description for each of the classifications listed above, the essential duties and responsibilities include "Removes snow and ice from lots and sidewalks using salt and had or heavy snow removal equipment including plows and dump trucks."

- Groundskeeper Crew Chief performs snow removal duty when on-call but this is not an essential duty or responsibility.
- Ground Equipment Mechanic/Automobile Mechanic performs snow removal duty when on-call but this not an essential duty or responsibility per the job description.

The parties have agreed:

1. To identify that the official snow season is from November 15th to April 15th of each year.
2. On-Call pay will follow the terms set forth in the Collective Bargaining Agreement.
3. Employees may utilize pre-approved leave for up to four (4) days/times of absence for snow removal duty. Requests for leave time must be submitted at least five (5) days in advance; first come first serve for multiple requests for the same time off.
4. Employees will report for duty with sixty (60) minutes after they receive the call to come in, unless otherwise pre-approved.
5. Employees who fail to answer/report when called for snow removal duty may be subject to progressive discipline.
6. If an Employee misses all, or a portion of his/her regular shift, as a result of their 8-hour rest period, the Employee will be paid straight time as if the Employee is present for work.
7. The six-month probationary period of an Employee can be extended at the discretion of management to allow the member to complete any required certification(s) outside of the snow-removal season.

APPENDIX I (cont.)- MAINTENANCE, CUSTODIAL AND GROUNDS

UNIFORMS

Uniforms will be replaced as needed. Weekly laundry of Uniform Rental items will be provided at the County's expense. All other items to be laundered will be the responsibility of the employee.

<u>Facilities Maintenance Building Management and Natural Resources Management</u>

11 Uniform Rental Items pants
11 Uniform Rental Items short/long sleeve shirts (their choice)
2 Uniform Rental Items light coveralls
1 Uniform Rental Items light coat
5 Cotton t-shirts
1 Winter coat
1 Raincoat
1 Winter bibs
1 Summer hat
1 Winter hat
Winter gloves
Summer gloves

Eligible represented employees will be provided with an allowance of $275 in January each calendar year for the purchase of their safety/work boot.

Custodial Employees
Employees will be provided with an allowance of $150 per calendar year for approved No-slip shoes

Replacement of items. All items, except for boots, can be replaced due to damage, with supervisor approval. Any of these items that are lost will be replaced at the expense of the employee. Any damage due to wear and tear or sanitary concerns to the item can be replaced by the department with supervisor approval. Any appeals of a supervisor's denial should be made to a Union representative.

APPENDIX J- SHERIFF'S OFFICE

REPRESENTATION
There shall be one (1) steward and one (1) alternate steward.

In matters which require the presence of a union steward it shall be the responsibility of the employer to arrange for the steward's attendance.

SHIFT PREFERENCE
All represented employees within this functional unit will be entitled to make a shift preference selection in April and October of each year. This shift preference selection is to be based on seniority within the unit and is subject to the final approval of the Sheriff. It is understood that approval will not be unreasonably withheld.

It is further understood that provisions of this section related to shift selection in no way effects the Sheriff's right to determine assignments.

UNIFORMS
Employees shall be provided with the following uniforms as identified. Dry cleaning will be provided at the County's expense for Class A's and Fatigue shirts/pants. All other items to be laundered will be the responsibility of the employee. Further, uniforms will be issued after they successfully complete their 6 month probationary period for the Office Support Clerks, Technical Assistants and those assigned to the Records unit.

Office Support Clerk/Senior and Technical Assistants
4 Shirt, Winter Class A – Silver Tan w/Admin Patches
4 Shirt, Summer Class A – Silver Tan w/Admin Patches
4 Trousers, Fatigue
1 Zip sweater w/Admin Patches (if requested)

Records Unit
3 Shirt, Winter Class A – Silver Tan w/Admin Patches

3 Shirt, Summer Class A – Silver Tan w/Admin Patches
3 Trousers, Fatigue
2 Shirt, Winter Polo – Black w/Records logo
2 Shirt, Summer Polo – Black w/Records logo
1 Zip Sweater w/Admin Patches (if requested)

Works Project Coordinator
4 Shirt, Winter Class A
4 Shirt, Summer Class A
4 Trousers, Class A
4 Shirt, Winter Fatigue – Green
4 Shirt, Summer Fatigue – Green
4 Trousers, Fatigue – Green

Replacement of items. All items, except for boots, can be replaced due to damage, with supervisor approval. Any of these items that are lost will be replaced at the expense of the employee. Any damage due to wear and tear or sanitary concerns to the item can be replaced by the department with supervisor approval. Any appeals of a supervisor's denial should be made to a Union representative.

APPENDIX K- PARKS & RECREATION

REPRESENTATION
There shall be a steward and an alternate steward.

In matters which require the presence of a union steward, it shall be the responsibility of the employer to arrange for the steward's attendance.

GROUNDSKEEPERS
Movement from Level I to Level II in the Groundskeeper series may occur without the need for a vacancy in the higher classification, after completion of each step in the Groundskeeper I salary range. An employee will be reclassified from Groundskeeper I to Groundskeeper II when in the sole judgement and discretion of the employer, his work performance warrants such reclassification.

SKILLED MAINTENANCE MECHANIC III/WEEKEND ON-CALL
Weekend on-call pay shall be provided for the Skilled Maintenance Mechanic III classification.

UNIFORMS
Employees shall be provided with the following uniforms as identified. Weekly laundry of Uni-First items will be provided at the County's expense. All other items to be laundered will be the responsibility of the employee.

Parks Staff
11 Uni-First pants
11 Uni-First shirts – combination of their choice
1 Uni-First Mechanic Coat
1 Winter bibs, Carhartt if available
1 Winter coat, Carhartt if available
1 Hat – knit and/or ball cap
3 Long sleeve staff t-shirts – grey with blue print
3 Short sleeve staff t-shirts – grey with blue print
Eligible represented employees will be provided with an allowance of $275 per calendar year for the purchase of their safety/work boot.

Replacement of items. All items, except for boots, can be replaced due to damage, with supervisor approval. Any of these items that are lost will be replaced at the expense of the employee. Any damage due to wear and tear or sanitary concerns to the item can be replaced by the department with supervisor approval. Any appeals of a supervisor's denial should be made to a Union representative.

APPENDIX L- HOMELAND SECURITY

REPRESENTATION
There shall be one (1) steward and one (1) alternate steward. In matters which require the presence of a union steward it shall be the responsibility of the employer to arrange for the steward's attendance.

UNIFORMS
Replacement of items. All items, except for boots, can be replaced due to damage, with supervisor approval. Any of these items that are lost will be replaced at the expense of the employee. Any damage due to wear and tear or sanitary concerns to the item can be replaced by the department with supervisor approval. Any appeals of a supervisor's denial should be made to a Union representative.

Certification Bonus
Members will receive the following hourly increase for certifications they have earned:

- CTO – an increase of $0.10 per hour for every hour that the member performs training functions.
- APCO (Telecommunicator I) – an increase of $0.25 per hour

Appendix M

8. DISCIPLINARY ACTIONS

(Reference to Section VI, K of the Merit System Resolution)

That a formal appeal procedure be developed giving employees with regular status the right to appeal dismissals, suspensions, demotions and disciplinary actions to a Personnel Appeal Board which shall act as the final County appeal body in matters of dismissals, suspensions, demotions and disciplinary actions involving covered County employees and departments and whose decisions shall be binding on such employees and departments.

8.1 TYPES OF DISCIPLINARY ACTIONS

8.1.1 Oral Reprimand

8.1.1.1 This is an action taken by a department head in which the department head tells an employee about an action or behavior of the employee which he or she, as the department head, finds objectionable or wishes corrected.

8.1.2 Written Reprimand

8.1.2.1 This is an action taken by a department head in which the department head writes out the action or behavior which he or she wishes the employee to change, cease or begin. The Written Reprimand will describe in detail the behavior to be corrected, and will give direct and concrete orders for the future and will point out the consequences of repeating the actions which brought about the Written Reprimand

8.1.2.2 Written Reprimands must be given on forms provided by the Human Resources Department and must be presented to the employee in accordance with Section 8.2 of this rule.

8.1.3 Withholding a Merit Salary Increase after the Prerequisite Length of Service in the Classification Has Been Completed

8.1.3.1 Merit Increases in salary are given after the passage of a certain amount of time in the employee's classification and on the recommendation of the employee's department head. (See the County Salary Schedule for the time intervals between Merit Increases for the various classifications.) See also Rule 2, Section 2.8.

8.1.3.2 Merit Increase forms are prepared by the Human Resources Department and sent to the department head prior to the effective date.

8.1.3.3 A copy of the disapproved Merit Increase form, with the department head's comments, is presented to the employee in accordance with Section 8.2 of this rule. Department head's copies shall be returned to the Human Resources Department in a timely manner.

8.1.4 Suspension Without Pay

This is an action taken by a department head which removes an employee from employment in his or her department and from the County payroll. With the exception of cases involving criminal investigation or prosecution, this action is issued for a specified period of time.

8.1.4.1 This action does not require the employee's consent to be placed on such a Leave Without Pay (See Merit Rule 13.2, Effect of a Leave of Absence Without Pay on the Employee).

8.1.4.2 At the end of the suspension, the employee shall be returned to the payroll at the same department, classification and salary as when he or she was suspended.

8.1.4.3 Suspensions Without Pay must be given on forms provided by the Human Resources Department and must be presented to the employee in accordance with Section 8.2 of this rule.

8.1.5 Demotion

This is an action taken by a department head which reduces an employee's classification to a classification with a lower maximum salary.

8.1.5.1 The employee's salary must be reduced to fall within the range of the new classification but to no lower step designation than the one held in the higher classification unless the new classification has fewer salary steps, in which case the employee should be placed at the highest step.

8.1.5.2 The employee's duties and responsibilities must be reduced to those of the lower classification.

8.1.5.3 The reasons for the demotion must be given on the Demotion form.

8.1.5.4 Demotions must be given on forms provided by the Human Resources Department and must be presented to the employee in accordance with Section 8.2 of this rule.

8.1.6 Dismissal

This is an action taken by a department head which permanently removes an employee from employment in his or her department and from the County payroll (see also Rule 9, "Separations"). The dismissal process is not complete until such time as a pre-termination hearing is held consistent with County policy and applicable law. Department heads or their authorized subordinate preparing to dismiss an employee should contact the Labor Relations Unit of the Human Resources Department to arrange a hearing.

8.1.6.1 Dismissed employees need not be kept in employment or be paid for any time after the completion of their normal working day on the date they are dismissed.

8.1.6.2 Dismissed employees shall be treated the same as employees separated for reasons other than retirement, in the matters of paying for unused accumulated Annual Leave, Compensatory Time and unused Sick Leave accumulation.

8.1.6.3 Dismissals must be given on forms provided by the Human Resources Department and must be presented to the employee in accordance with Section 8.2 of this rule.

8.2 METHODS OF NOTIFYING AN EMPLOYEE OF:

8.2.1 Written Reprimand

Withholding of Merit Increase

Suspension Without Pay

Demotion

Dismissal

8.2.1.1 A written notice of the action, giving specific reasons for the action and the effective dates and conditions of the action, must be signed by the department head or the authorized subordinate and be presented to the employee in person by the department head or the authorized subordinate, or else sent to the employee's last known address by registered mail, restricted delivery, with return receipt requested, on/or prior to the effective date of the action.

8.2.1.1.1 If the written notice is presented in person, the employee should sign all copies to acknowledge receipt. If the employee refuses, the presenter should note it on the form.

8.2.1.2 The written notice must be on official forms made available by the Human Resources Department.

8.2.1.2.1 Such forms shall have the rules covering the method of appealing such an action either on an attached sheet or imprinted on the reverse side of the official notice.

8.2.1.3 The department shall give the employee the original form and retain one (1) copy for their records. Remaining copies shall be returned to the Human Resources Department, Employee Records Unit, where a copy shall be made part of the employee's file and record of employment. The Human Resources Department shall send one copy back to the originating department verifying receipt by Human Resources.

8.3 DISCIPLINARY ACTION MUST BE FOR "CAUSE"

An employee shall receive disciplinary action, whether an oral reprimand, a written reprimand, the withholding of a merit salary increase, a suspension without pay, a demotion, or a dismissal, only for a specific clearly described reason or "cause". The department shall clearly specify and identify with particularity the specific reasons or "cause" for the disciplinary action taken. An adequate reason or "cause" for a disciplinary action shall include, but not necessarily be limited to, each of the following kinds of conduct.

8.3.0.1 Conduct or performance on the job which indicates a lack of ability to adequately perform the duties of the position or classification held by the employee.

8.3.0.2 Conduct or performance on the job which indicates a failure to produce the quality of work the position or classification requires.

8.3.0.3 Conduct or performance on the job which indicates a failure to produce the quantity of work the position or classification requires.

8.3.0.4 Conduct or performance on the job which demonstrates insubordination, which is defined as a refusal to follow appropriate written or oral procedures, instructions, or directions from a supervisory employee or department head.

8.3.0.5 The solicitation or acceptance of money or anything of value to influence the decisions of an employee in public matters or as a reward for such decisions.

8.3.0.6 Being under the influence of alcohol, narcotics or any other controlled substance while on the job.

8.3.0.7 Conduct or performance on the job which demonstrates a deliberate attempt to cause poor morale or disrespect among County employees by actions or attitude on the job.

8.3.0.8 Verbal or physical abuse, or improper treatment of an inmate, patient or client of any County institution or department.

8.3.0.9 Habitual or excessive tardiness in reporting for scheduled working hours.

8.3.0.10 Being absent from a scheduled work assignment during working hours without permission from an authorized supervisory employee or department head.

8.3.0.11 Stealing, misappropriation or conversion of County property or the property of other employees or inmates, patients or clients of any County institution or department.

8.3.0.12 The willful violation of any reasonable Departmental or County rule or regulation which has been adopted in written form and is known, or reasonably should be known, to the employees involved.

8.3.0.13 Has engaged in political activities restricted under Section VI, Subdivision L of the Merit System Resolution and Rule 19 of these Merit System Rules.

8.3.0.14 Has willfully failed to pay personal bills to the point that creditors garnishee the wages or salary of a County employee and cause a burden on the County.

8.3.0.15 Personal appearance or lack of cleanliness while on the job which exhibits symptoms of lack of hygiene and bringing unpleasantness to clients of the County or other County employees.

8.3.0.16 Reporting for a scheduled work assignment in clothing or other aspects contributing to appearance, which an authorized supervisory employee or department head has reasonably advised the employee is not acceptable or appropriate for the work assignment or duties performed by that employee.

8.3.0.17 Have been convicted of a felony.

8.3.0.18 Has been convicted of a misdemeanor involving moral turpitude or casting doubt on the employee's ability to properly perform his or her job.

8.3.0.19 Assigning overtime to oneself or to other employees without proper approvals in accordance with County overtime procedures and/or knowingly working overtime and incurring costs for the County where such overtime was not assigned or approved in accordance with County overtime procedures.

8.3.0.20 Unlawful manufacture, distribution, dispensing, possession or use of a controlled substance in the workplace.

8.3.0.21 Failure to notify authorized supervisory employee or department head or any criminal drug statute conviction for a violation occurring in the workplace within five days after such conviction.

8.3.0.22 Engaging in any act of violence or threats or other violations of the Oakland County Workplace Violence Policy.

IN ADDITION, DISCIPLINARY ACTION MAY BE TAKEN FOR REASONS OR "CAUSE" SPECIFICALLY DEFINED BY THE DEPARTMENT OTHER THAN THOSE LISTED HERE.

9. SEPARATIONS FROM THE COUNTY SERVICE

9.1 RETIREMENT

This is an action in which the employee leaves County service to become a retirant member of the Oakland County Employees' Retirement System.

9.1.1 Retiring employees must make application for retirement on an official "Application for Retirement" form obtainable from the Employee Relations Division of the Human Resources Department.

9.1.1.1 This form must be filed with Human Resources at least 30 days before the date of retirement and not more than 90 days before the date of retirement.

9.1.2 Retiring employees must notify their department head of their intention to retire at least 30 days before the effective date of retirement.

9.2 RESIGNATION

This is an action in which an employee voluntarily separates himself or herself from the County service for reasons other than formal retirement.

9.2.1 Employees may resign from the County service by signing a County resignation form which is obtainable from their department head.

9.2.2 Whenever possible, resigning employees should notify their department head at least two weeks before their final date of work.

9.2.3 Resigning employees shall work their normal work schedule between the time the resignation is submitted and its effective date, except for department head approved uses of accumulated Annual Leave, Compensatory Time and Sick Leave and the working of department head approved overtime.

9.3 SEPARATION - BECAUSE OF INSUFFICIENT LEAVE TIME (SICK LEAVE, ANNUAL LEAVE, LEAVE WITHOUT PAY, ETC.) TO COVER ABSENCE FROM WORK

This is an action where an employee voluntarily or involuntarily separates himself or herself from the County service by not appearing for work to perform assigned duties. It is not a disciplinary action in that the employee initiates the action by continued absence from work.

9.3.1 Such separations can occur under any of the following conditions:

9.3.1.1 An employee has exhausted Personal Leave accumulation, Annual Leave and Annual Leave Reserve accumulations, authorized Leave Without Pay, Worker's Compensation Leave, and does not qualify for or cannot verify by a doctor's statement that a physical or mental disability is properly covered by Short Term Disability benefits or the use of their Sick Leave Reserve bank.

9.3.1.2 An employee is collecting Long Term Disability benefits. This separation can occur regardless of whether an employee has leave banks. Management shall be responsible to evaluate the likelihood that the employee will return in a reasonable time in light of the needs of the department and the contribution the employee will be able to make upon his or her return to work. A separation for this reason does not affect the employees' eligibility for Long Term Disability benefits.

9.3.2 The department head shall take prompt action to warn the employee of such pending separation no less than five days prior to the effective date of the action. Such notice shall be delivered to the employee in person or sent by registered mail, restricted delivery, with return receipt requested, to the employee's last known address.

9.3.3 Absence from work between the time of mailing the warning notice and the effective date of the action of separation or the employee's return to work shall be treated as an unauthorized leave of absence without pay. Employees may return to work within this five day period but subject themselves to a disciplinary action for taking unauthorized leave. Repeated unauthorized leaves could lead to other disciplinary actions such as suspension without pay, demotion or dismissal.

9.3.4 Employees unable to return to work prior to the effective date of pending separation must contact the department head prior to the date of separation to seek authorization of a leave of absence without pay for the unauthorized time off. Authorization of such leaves must be requested in writing and approved prior to the effective date of the pending separation in order to prevent separation.

9.3.5 Employees not intending to return or who cannot return to work may, within the five days between the Warning Notice and the effective date of the separation, submit their written resignation on the form provided by the Human Resources Department thereby making the separation voluntary in the employee's record.

Records of employees not submitting a written resignation or not appearing for work within the required time limits shall indicate "Involuntary separation because of no leave accumulations or authorized leave of absence without pay to cover time off work."

9.3.6 Separation because of insufficient leave time to cover absence from work will not effect the employee's entitlement to income continuation benefits under the County's Long Term Disability benefit.

9.3.7 The separation process is not complete until such time as a pre-termination hearing is held consistent with County policy and applicable law. Department heads or their authorized subordinate preparing to separate an employee should contact the Labor Relations Unit of the Human Resources Department to arrange a hearing.

9.4 SEPARATION - BECAUSE OF CURTAILMENT OF WORK OR LACK OF FUNDS

9.4.1 "Curtailment of Work" is a situation in which the need for the employee's services are no longer required because the County no longer performs the function to which the employee was assigned, to the degree that the same number of employees are needed.

9.4.2 "Lack of Funds" is a situation in which the County is forced to drop positions because it does not have the funds to pay the salaries of the incumbent employees.

9.4.3 In the event of separation because of curtailment of work or lack of funds, such reductions in force shall be limited to the department involved and shall be made in the following order. The order within each designated category shall be determined by length of County service and ability to perform the remaining workload. (Length of County service shall be determined by the employee's benefit date.)

9.4.3.1 Provisional employees.

9.4.3.2 Employees serving probationary periods after certification from open competitive eligible lists.

9.4.3.3 Part-time employees with regular status.

9.4.3.4 Full-time employees with regular status.

9.4.4 Employees promoted but serving a promotional probationary period at the time of such reduction in force shall be considered as holding a position in the highest classification in which they hold regular status.

9.4.5 Employees separated because of "Lack of Funds" shall be given formal written notice at least two weeks in advance of the date of separation or two weeks of regular pay in lieu of such notice.

9.4.6 The names of such separated employees who have regular status shall be placed on the "re-employment list" and "recall list" in accordance with the provisions of Rule 12.

9.4.7 The names of probationary employees shall be placed at the top of the current eligible list for the classes for which they are certified.

9.4.8 The Human Resources Department is directed to bring such "re-employment lists" to the attention of County Department Heads as vacancies occur in such classifications.

9.5 DISMISSAL

This is an action taken by the employee's department head which permanently removes an employee from employment in his or her department and from the County payroll.

9.5.1 See Rule 8, Section 8.1.6 and Section 8.3

9.5.2 For appeal of Dismissals see Section VI, J of the Merit System Resolution and Rule 11, "Appeals of Dismissals, Suspensions, Demotions and Disciplinary Actions."

9.6 DEATH OF AN EMPLOYEE

9.6.1 The deceased employee's department head should:

9.6.1.1 Send the deceased employee's separation papers to the Human Resources Department.

9.6.1.1.1 Any accumulated unused Annual Leave, Annual Leave Reserve, Compensatory Time, and Sick Leave Reserve should be noted on the separation papers so that the deceased's last paycheck will include payment for this time. (See Rule 2, Section 2.10, "Overtime Pay" and Rule 24A, Section 24A.3, "Payment for Sick Leave Reserve.")

9.6.1.2 Contact the Benefits Unit of the Human Resources Department for further instructions.

9.6.2 The deceased employee's family should:

9.6.2.1 Contact the Benefits Unit of the Human Resources Department for instructions.

9.6.2.2 Have available to submit to the Benefit Unit:

9.6.2.2.1 Two certified copies of the Death Certificate.

9.7 OFFICIAL DATE OF SEPARATION

9.7.1 The official date of separation shall be the last day of actual work. Time off, authorized by the employee's department head, shall not be granted for the purpose of prolonging the official period of County service.

9.7.2 In the case of an employee's death while on the County payroll, the official date of separation shall be the end of their usual working day on the date of their death.

9.8 METHOD OF PAYMENT ON SEPARATION

The separated employee's last paycheck shall contain payment for the following items at the employee's salary rate as of the official date of separation.

9.8.1 Payment for all days worked, but as yet unpaid, through the official date of separation.

9.8.2 Payment at straight time for all unused Annual Leave accumulated as of the official date of separation.

9.8.3 Payment at straight time for all unused Compensatory Time accumulated as of the official date of separation.

9.8.4 For employees separating for reasons of retirement or death:

9.8.4.1 One-half payment for all Sick Leave Reserve remaining as of the official date of separation.

9.8.5 For employees separated for other reasons:

9.8.5.1 One-half payment for all Sick Leave Reserve remaining in excess of seventy-five days as of the official date of separation.

9.9 RETURN OF COUNTY PROPERTY

The separated employee's last paycheck shall not be paid until his or her department head notifies the Human Resources Department that all County property, equipment, uniforms, keys and other material have been returned to the department head's satisfaction.

IBEW ADDITIONS SUMMARY

3-year contract 2025-2028

General Salary Increase:

- 5.0% Wage increase for FY 2026 (Contract Year 2025), effective on the date of ratification, plus a one-time $1500 payment upon board approval tied to benefits concessions
- 3.75% Wage increase for FY 2027(Contract Year 2026) + $500 incentive tied to a 5-tier Rx change
- 3.75% Wage increase for FY 2028(Contract Year 2027) + $500 incentive tied to benefits concessions

Retirement:

401(A)

  - FY 2026: 9% employer contribution, 3% employee contribution
  - FY 2027: 9% employer contribution, 3% employee contribution
  - FY 2028: 12% employer contribution, 3% employee contribution

Benefits

- Implements 5-tier family composition structure for employee cost-sharing in benefits plans
- Modifies employee contributions to health care to equal the non-union cost-sharing plan
- Modifies dental to increase annual maximums, create a premier level, eliminate the modified level, and update employee contributions & deductibles (same as non-union plan)
- Increases annual opt-opt waivers to align with non-union plan and incorporate dental waiver
- The County will contribute $1,700/$3,400 to a Health Savings Account (HSA) in CY 2026 for single/family enrolled in the High-Deductible Health Plan (HDHP), and in CY 2027 the same amount or higher if IRS minimum deductible for HDHP increases; HSA contributions revert to $1,000/$2,000 in 2028
- Implements a 5-Tier Prescription Plan ($10/$30/$50/$100/$150) in CY 2027 that aligns with the BCBS formulary and models the non-union plan
- Created annual $500 “Merit Max. Incentive” for all employees who have been at their range maximum for 1 year (corresponds to the merit date)
- County to increase Personal Leave from 5 to 10 days each calendar year; increase Personal Leave cap from 15 days to 20 days.
- County to provide 48 hours of Floating Holiday for non-hybrid employees accrued and conveyed according to existing floating holiday process. No case value.
- Adopted Healthy Workplace Policy which provides up to 3 paid days off for each incident for serious communicable illness (Covid, RSV, Influenza) for non-hybrid employees (originally LOA)
- Updated Annual Leave buy-back to one buy-back for non-hybrid employees per CY
- Updated Tuition Reimbursement: up to $5250 annually (accept July 2024 BOC resolution)
- All employees regularly scheduled to work second shift will be paid an additional $0.25 per hour (currently $0.75 per hour = $1.00) All employees regularly scheduled to work third shift will be paid an additional $0.25 per hour (currently $1.00 per hour = $1.25)
- 7 days (56 hours) of death leave will be granted for the death of a spouse and/or partner, parent or guardian or child. 3 days for other relatives including Aunts and Uncles.

NON-ECONOMIC

- Added working lunch article
- Added benefit consultation release article
- Added FMLA article
- Updated certification and licenses expenses article
- Updated interview process article
- Updated dues check-off article
- Updated layoff, recall, and transfer article
- Updated after work hours article
- Added interview and hiring process LOA
- Added county park discount committee
- Added Merit Rules within contract
- Updated stewards and alternate article
- Updated language to classification review article
- Updated Animal Control Uniform Allowance Appendix
- Added Observed Holiday Language to Animal Control Appendix
- Added Death in the Line of Duty article
- Updated FMO Uniform Appendix
- Updated Homeland Security Certification Appendix
- Added Grounds Snow Removal LOA

OAKLAND COUNTY MICHIGAN
BOARD OF COMMISSIONERS

AGENDA ITEM: Fiscal Years 2026, 2027, and 2028 Collective Bargaining Agreement for Employees Represented by the Oakland County Employees Union, Affiliated with IBEW Local 58, AFL-CIO (OCEU/IBEW) for Non-Supervisory Employees in the Water Resources Commissioner Department
DEPARTMENT: Human Resources
MEETING: Legislative Affairs & Government Operations Committee
DATE: Tuesday, September 9, 2025 9:00 AM - Click to View Agenda

ITEM SUMMARY SHEET

COMMITTEE REPORT TO BOARD

Resolution #2025-5710
Motion to approve the proposed Collective Bargaining Agreement between the County of Oakland and the Oakland County Employees Union, Affiliated with IBEW Local 58, AFL-CIO (OCEU/IBEW) for non-supervisory employees in the Water Resources Commissioner Department, covering the period of October 1, 2025, through September 30, 2028.

ITEM CATEGORY	SPONSORED BY
Collective Bargaining Agreement	Brendan Johnson

INTRODUCTION AND BACKGROUND

The County of Oakland and Oakland County Employees Union, Affiliated with IBEW Local 58, AFL-CIO (OCEU/IBEW) for non-supervisory employees in the Water Resources Commissioner Department, have negotiated a three (3) year Collective Bargaining Agreement for the period October 1, 2025, through September 30, 2028. This agreement covers 172 full-time positions.

The parties have agreed to the following:

- A 5.0% wage increase for Fiscal Year 2026, retroactive to July 17, 2025.
- A one-time payment of $1,500 to be paid upon Board approval.
- A 3.75% wage increase for Fiscal Year 2027, plus a one-time $500 incentive payment.
- A 3.75% wage increase for Fiscal Year 2028, plus a one-time $500 incentive payment.
- The County will provide an annual $500 “Merit Max. Incentive” to employees that have been at the top of the salary range for more than 1 year.
- $0.25 per hour increase in shift differential from the current rate.
- A 401(a) employer contribution increase to 12% in Fiscal Year 2028.
- Increase Personal Leave from 5 to 10 days each calendar year; increase Personal Leave cap from 15 days to 20 days.
- Provide 7 days (56 hours) of death leave for spouse, partner, parent, guardian or child; 3 days for other relatives.
- Acceptance of the 5 Year Benefits Plan adopted by the Board of Commissioners for non-represented employees.

A budget amendment is not required, as the fiscal impact of the agreement will be reflected in the FY 2026 - FY2028 Adopted Budget. See attached financial impact statement.

POLICY ANALYSIS

- This Collective Bargaining Agreement was ratified on July 17, 2025

FISCAL IMPACT: No Budget Amendment Needed

Committee members can contact Pam Worthington, Analyst at 248.613.8325 or worthingtonp@oakgov.com or the department contact persons listed for additional information.

CONTACT

Daniel Klemptner

ITEM REVIEW TRACKING

Hailey Matthews, Human Resources	Created/Initiated - 8/26/2025
Renee Collins-Curtis, Fiscal Services	Approved - 9/3/2025
Sheryl Johnson, Fiscal Services	Approved - 9/8/2025
Pamela Worthington, Board of Commissioners	Approved - 9/8/2025
Brendan Johnson, Board of Commissioners	Final Approval - 9/8/2025

AGENDA DEADLINE: 08/26/2025 4:30 PM

ATTACHMENTS

1. MR #2025-5710 - Financial Impact Statement
2. IBEW WRC Summary 2025-2028
3. IBEW WRC 2025-2028 CBA FINAL 9.2.25

COMMITTEE TRACKING

2025-09-09 Legislative Affairs & Government Operations - Forward to Finance
2025-09-10 Finance - Recommend to Board
2025-09-18 Full Board

Motioned by: Commissioner Marcia Gershenson
Seconded by: Commissioner Linnie Taylor

Yes: Ann Erickson Gault, Marcia Gershenson, Karen Joliat, Penny Luebs, Linnie Taylor, David Woodward (6)
No: Robert Hoffman (1)
Abstain: None (0)
Absent: Brendan Johnson (1)
Passed

MR# 2025-5710

AGENDA ITEM: Fiscal Years 2026, 2027, and 2028 Collective Bargaining Agreement for Employees Represented by the Oakland County Employees Union, Affiliated with IBEW Local 58, AFL-CIO (OCEU/IBEW) for Various Non-Supervisory Employees in the Water Resources Commission Department.

NOTE: A budget amendment is not required as the agreement will be reflected in the FY 2026 - FY 2028 Adopted Budget. See financial impact statement below.

Total Salary and Fringe Benefits with Agreement Adjustments		
Fiscal Year	Drain Equipment Fund FND63900	
FY2025	$	14,272,922.00
FY2026: 5% COLA	$	15,250,288.00
FY2027: 3.75% COLA	$	15,554,284.00
FY2028: 3.75% COLA	$	16,137,356.00
Total	$	61,214,850.00
Total number of positions affected is 172		

Year Over Year Changes		
Fiscal Years	Drain Equipment Fund FND63900	
*FY2025 - FY2026**	$	977,366.00
FY2026 - FY2027	$	303,996.00
FY2027 - FY2028	$	583,072.00
**FY2025-2026 reflects a one-time $1,500 bonus*		

IBEW WRC ADDITIONS SUMMARY

3-year contract 2025-2028

General Salary Increase:

- 5.0% Wage increase for FY 2026 (Contract Year 2025), effective on the date of ratification, plus a one-time $1500 payment upon board approval tied to benefits concessions
- 3.75% Wage increase for FY 2027(Contract Year 2026) + $500 incentive tied to a 5-tier Rx change
- 3.75% Wage increase for FY 2028(Contract Year 2027) + $500 incentive tied to benefits concessions

Retirement:

401(A)

  - FY 2026: 9% employer contribution, 3% employee contribution
  - FY 2027: 9% employer contribution, 3% employee contribution
  - FY 2028: 12% employer contribution, 3% employee contribution

Benefits

- Implements 5-tier family composition structure for employee cost-sharing in benefits plans
- Modifies employee contributions to health care to equal the non-union cost-sharing plan
- Modifies dental to increase annual maximums, create a premier level, eliminate the modified level, and update employee contributions & deductibles (same as non-union plan)
- Increases annual opt-opt waivers to align with non-union plan and incorporate dental waiver
- The County will contribute $1,700/$3,400 to a Health Savings Account (HSA) in CY 2026 for single/family enrolled in the High-Deductible Health Plan (HDHP), and in CY 2027 the same amount or higher if IRS minimum deductible for HDHP increases; HSA contributions revert to $1,000/$2,000 in 2028
- Implements a 5-Tier Prescription Plan ($10/$30/$50/$100/$150) in CY 2027 that aligns with the BCBS formulary and models the non-union plan
- Created annual $500 “Merit Max. Incentive” for all employees who have been at their range maximum for 1 year (corresponds to the merit date)
- County to increase Personal Leave from 5 to 10 days each calendar year; increase Personal Leave cap from 15 days to 20 days.
- County to provide 48 hours of Floating Holiday for non-hybrid employees accrued and conveyed according to existing floating holiday process. No case value.
- Limit annual leave buyback to one time per year for on-site employees only.
- Adopted Healthy Workplace Policy which provides up to 3 paid days off for each incident for serious communicable illness (Covid, RSV, Influenza) for non-hybrid employees (originally LOA)
- Updated Annual Leave buy-back to one buy-back for non-hybrid employees per CY
- Updated Tuition Reimbursement: up to $5250 annually (accept July 2024 BOC resolution)
- All employees regularly scheduled to work second shift will be paid an additional $0.25 per hour (currently $0.75 per hour = $1.00) All employees regularly scheduled to work third shift will be paid an additional $0.25 per hour (currently $1.00 per hour = $1.25)
- 7 days (56 hours) of death leave will be granted for the death of a spouse and/or partner, parent or guardian or child. 3 days for other relatives including Aunts and Uncles.

NON-ECONOMIC

- Updated list of permissible equivalents from WRC:

    - Maintenance Laborer WRC to Maintenance Mechanic I
    - Maintenance Mechanic I to Maintenance Mechanic II
    - Maintenance Laborer WRC to Pump Maintenance Mechanic I
    - Pump Maintenance Mechanic I to Pump Maintenance Mechanic II
    - Electronics Technician I to Electronics Technician II
    - Electronics Technician II to Electronics Technician III
    - WRC Cross Connection Inspector I to WRC Cross Connection Inspector II
    - WRC Cross Connection Inspector II to WRC Cross Connection Inspector III

- Added working lunch article
- Added benefit consultation release article
- Added FMLA article
- Updated certification and licenses expenses article
- Updated interview process article
- Updated dues check-off article
- Updated layoff, recall, and transfer article
- Added county park discount committee
- Added Merit Rules within contract
- Updated stewards and alternate article
- Added a take home truck pilot program article
- Updated language to classification review article

THE COUNTY OF OAKLAND

THE OAKLAND COUNTY WATER RESOURCES COMMISSIONER

AND

OAKLAND COUNTY EMPLOYEES UNION
affiliated with IBEW Local 58, AFL-CIO

COLLECTIVE BARGAINING AGREEMENT
October 1, 2025 – August 1, 2028

AGREEMENT

This Agreement is made and entered into on July 17, 2025, by and between Oakland County, the Oakland County Water Resources Commissioner, hereinafter referred to as the "Employer," and the Oakland County Employees Union affiliated with IBEW Local 58, AFL-CIO, hereafter referred to as the "Union." It is the desire of both parties to this agreement to continue to work harmoniously and to promote and maintain high standards between the Employer and the Union, which will best serve the citizens of Oakland County.

The office of the Water Resources Commissioner is referred to as the "department" and the various units within the department including Water Maintenance North (WMU-N), Water Maintenance South (WMU-S), Cross Connection (CCU), Systems Control (SCU), Pump Maintenance (PMU), Sewer Maintenance (SMU), Construction Drain Maintenance (CDM), Retention Treatment Basins (RTB), Clinton River Water Resource Recovery (CRWRRF), Commerce Township Wastewater Treatment Plant (COTWWTP), and Walled Lake-Novi Wastewater Treatment Plant (WL-N WWTP), are referred to as the "WRC units." All employees of the department who are in classifications represented by the Union are considered the "bargaining unit."

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ARTICLE I- LABOR-MANAGEMENT COOPERATION

We mutually agree that:

- Employees want to be involved in the decisions that affect them.
- Employees take pride in their jobs.
- Employees strive to deliver effective services to the citizens of Oakland County.
- Employees, management, and the citizens of Oakland County benefit from adherence to the spirit and intent of this Agreement.

In recognition of the foregoing, both parties agree to meet at regular intervals at the department level, at the request of either party, to discuss employee suggestions, problems, methods of improving morale and other similar subjects, and concerns either party may have, including service issues, and regulated and unregulated changes impacting the department. Ongoing communication at all levels is essential for this optimal labor-management relationship.

To foster an environment of mutual respect and open communication, the parties may engage in joint training programs for all OCEU/IBEW represented employees and all levels of management. Labor management training is provided at no cost by Michigan Employment Relations Commission and the Federal Mediation and Conciliation Service.

Special conferences for important matters may be arranged at a mutually convenient time between the Union and the Employer or its designated representative upon the request of either party. Such meetings shall be between at least two representatives of the Employer and no more than two employee representatives of the Union and the business agent, if so desired. Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the meeting must be presented at the time the conference is requested. Matters taken up on special conferences must be confined to those included in the agenda. The members of the Union will not lose time or pay for time spent in such special conferences.

Labor Management Committee will meet monthly at a time agreed to by both parties in January of each year. Each side shall select no more than three (3) representatives; however, there will be no limit to how many visitors or special guests to resolve any matters brought before the committee.

- Standing LMC Agenda Item: Discussion regarding 4-10 Observed Holiday 'Solution'

Safety Committee will meet monthly, or as otherwise agreed to by the parties, at a time agreed to by both parties in January of each year. Each side shall select no more than three (3) representatives unless otherwise agreed to by the parties; however, there will be no limit to how many visitors or special guests to resolve any matters brought before the committee.

Location Assignment Premium Committee shall consist of two (2) WRC employees and two (2) members of WRC management to meet and discuss the potential for a premium based on location assignment, particularly

considering the Clinton River Water Resource Recovery Facility as compared to the Walled Lake-Novi Wastewater Treatment Plant.

County Park Discount Committee will convene an employee/management work group with representatives from the Parks Commission to explore how to create this perk. Convening shall not exceed two (2) hours per year.

WRC Systems Control Unit Take-home Truck Pilot
Bargaining unit members within the WRC's System's Control Unit whose job duties include responding in person to after-hours work may elect to take home their assigned WRC work trick everyday regardless of if they are assigned to be on-call that day. This benefit is conducted as a pilot program which means the Employer may evaluate whether taking work trucks home daily improves morale, employee responsiveness to after-hours calls, and employee response time to job sites. This pilot program, and benefit, may be discontinued at any time with 24 hours' notice. An employee who elects to participate in this pilot acknowledges they are personally responsible for any tax or other benefit consequences they may incur pursuant to the Internal Revenue Services code and regulations.

ARTICLE 2- RECOGNITION

The Employer recognizes the Union as the exclusive representative of the following listed classifications for employees employed by the Oakland County Water Resources Commissioner, for the purposes of collective bargaining with respect to rates of pay, wages, hours of employment and other terms and conditions of employment in the bargaining unit for which they have been certified and which the Union is recognized as collective bargaining representative, subject to and in accordance with the provisions of act 336 of the public acts of 1947, as amended.

Automobile Mech II-055
Chemist-055
Elecs Tech II-055
Electrical Sys Coord-055
Lead Chemist-055
Maint Mech I-055
Meter Mech-055
Pump Maint Mech II-055
Skilled Maint Mech Elec-055
WRC Crew Leader Pump Maint-055
WRC Cross Conn Insp I-055
WRC Cross Conn Insp III-055
WRR Crew Leader-CRWRRF-055
WRR Oper I-CRWRRF-055
WRR Oper II-CRWRRF-055
WRR Operator II-055
Boiler Mech WRC-055
Elecs Tech I-055
Elecs Tech III-055
Lake Level Tech-055
Maint Laborer WRC-055
Maint Mech II-055
Pump Maint Mech I-055
Skilled Maint Mech Carp-055
Skilled Maint Mech Plu-055
WRC Crew Leader W & S-055
WRC Cross Conn Insp II-055
WRR Crew Leader-055
WRR Oper I-055
WRR Oper II-055
WRR Oper Trainee-055

ARTICLE 3- MANAGEMENT RESPONSIBILITY

The right to hire, promote, discharge or discipline for just cause, and to maintain discipline and efficiency of employees, is the sole responsibility of the Employer except that the Union members shall not be discriminated against as such. In addition, work schedules, methods and means of departmental operations are solely and exclusively the responsibility of the Employer, subject, however, to the provisions of this agreement.

ARTICLE 4- DUES CHECK-OFF

The Employer agrees to deduct the Union membership initiation fee and dues, once each month, from the pay of those employees who individually authorize in writing that such deductions be made. All authorizations delivered to the Employer prior to the first day of the month shall become effective during that succeeding month.

Check-off monies will be deducted from the second paycheck of each month and shall be remitted together with an itemized statement to the local treasurer within fourteen (14) days after the deductions have been made.

An employee shall cease to be subject to check-off deductions beginning with the month immediately following the month in which they are no longer a member of the bargaining unit. Any employee may voluntarily cancel or revoke the authorization for checkoff deduction upon written notice to the Employer and the Union during the following time periods: December 15 to December 31 each year, and the fifteen (15) day period prior to the expiration of the collective bargaining agreement.

The Union will protect and save harmless the Employer from any and all claims, demands, suits and other forms of liability by reason of action taken by the Employer for the purpose of complying with this article.

If Right to Work is appealed, the Union and Employer will reach an agreement to address payment of dues.

In order to effectuate discontinuance of dues, both the County and the Union must be notified of the request to discontinue paying dues.

Members can choose between A or B membership once each year between December 15 to December 31, and the fifteen (15) day period prior to the expiration of the collective bargaining agreement.

ARTICLE 5- STEWARDS AND ALTERNATE

There will be one (1) Chief Steward and one (1) Alternate Steward for the bargaining group and additional stewards and alternates for the individual WRC units. All stewards and alternate stewards must come from the department they represent.

Stewards will be permitted to leave their work after notifying their respective supervisors and recording their time, for the purpose of adjusting grievances in accordance with the grievance procedure and for reporting to the grievant a change in status of their grievance. Permission for stewards to leave their workstations will not be unreasonably withheld. Stewards will report their time to their supervisor upon returning from a grievance discussion.

The privilege to leave their work during working hours, without loss of pay, is extended with the understanding that the time will be devoted to the prompt handling of grievances and will not be abused, and that they will continue to work at their assigned jobs at all times except when permitted to leave their work and handle grievances.

The Union president shall be released from work for four hours on each regularly scheduled straight time work day for Union business (20 straight time hours per week). If the Union president is assigned a four day 10 hours per day straight time work schedule, then they shall have five hours on each regularly scheduled straight time work day for Union business (20 straight time hours per week). Union time only includes regular straight time hours. Union business hours missed because of illness, vacation, or other time off shall not be rescheduled or utilized later.

Release time must be scheduled with the Employer during the second-half of the work day while the Union president is assigned to the water resources commissioner. If the Union president is assigned to work in another department or work area other than the water resources, the parties will negotiate when during the president's work day they will have Union release time.

The Chief Steward or Alternate Chief Steward must notify their supervisor before leaving their work period the Chief Steward or Alternate Chief Steward shall be permitted to leave their work to handle grievances below the grievance committee level only when the WRC units steward or alternate steward is unavailable. Should any steward position become vacant, the Union agrees to fill the vacancy and notify the Employer within ten (10) working days. The Chief Steward and Alternate Chief Steward will not come from the same functional unit.

Stewards may receive but will not solicit grievances (this is not to be construed as to prohibit stewards from advising members related to contract interpretation).

The Union will furnish the Employer with the names of its authorized representatives who are employed within the unit and such changes as may occur from time to time in such personnel so that the Employer may at all times be advised as to the authority of the individual representative of the Union with which it may be dealing.

All new employees who have been hired into classifications covered by this agreement will be required to attend the county's new hire orientation during which the Union will have the opportunity to provide a separate twenty (20) minute presentation. In this presentation by way of description and not limitation, the Union may introduce representatives, describe the Union's office location, explain the benefits and conditions of Union membership, provide a copy of the collective bargaining agreement, describe membership roles in Union activities, and discuss other Union-related matters. County representatives will not interfere with this opportunity or the Union's presentation.

ARTICLE 6- SENIORITY

New employees may acquire seniority by working six (6) continuous months in which event the employee seniority will date back to the date of hire into the department. An employee shall be credited with seniority for the time employed in the department that they are currently employed, which previously fell under a different county department.

When the employee acquires seniority, their name shall be placed on the seniority list in the order of their seniority date. An up-to-date list shall be furnished to the Union every six (6) months. An employee shall lose their seniority for the following reasons:

a) If the employee resigns or retires
b) If the employee is discharged and not reinstated
c) If the employee is absent from work for three (3) working days without properly notifying the Employer, unless satisfactory reason is given
d) If the employee does not return to work at the end of an approved leave
e) If the employee does not return to work when recalled from a layoff

ARTICLE 7- ACCESS TO EMPLOYEES AND FACILITES

The Union representatives, officers, and/or stewards shall have access to interview and or meet with a bargaining unit member or see a work area as related to a grievance and or labor contract related matter.

Union representatives shall observe all Employers security and access procedures and may need to be accompanied to and from meeting locations within a building when required by such procedures for employees.

Union representatives may host meetings in Employer facilities with bargaining unit members. Upon arrival, the Union representative will notify management of their presence. The Union representative may, at their discretion, prearrange with Labor Relations a date in time at which the Union would like to host a meeting in an Oakland County facility with bargaining unit employees.

The Union may request Labor Relations to coordinate with the department a specific location or conference room for such meetings. The Union shall follow applicable facility security and access procedures generally applicable to employees. The meeting shall not interfere with the employees' daily work assignments.

ARTICLE 8- BULLETIN BOARD AND ELECTRONIC COMMUNICATION

The Employer must assign space in a conspicuous location for a secure lacking style bulletin board at each unit which shall be provided and used by the Union for posting notices, bearing the written approval of the Chief Steward of the local Union, which shall be restricted to:

a) Notices of Union recreational and social affairs
b) Notices of Union elections
c) Notices of Union appointments and results of Union elections
d) Notices of Union meetings
e) Other notices of bona fide Union affairs which are not political or libelous in nature

Union bulletin boards shall be installed in designated locations that have been mutually agreed upon by management within the department. A bulletin board shall be placed in every work location where two or more bargaining members work on a regular basis. The Union shall provide the bulletin boards, which may be approved by the County. Approval shall not be unreasonably withheld. The following list is not exhaustive and should be evaluated as needed annually by the parties.

a) Public Works (95 West)
b) Pump Maintenance: Pontiac Lake Rd. Waterford
c) Water Maintenance South: Eight Mile, Southfield
d) Commerce Wastewater Treatment Plant
e) Walled Lake-Novi Wastewater Treatment Plant
f) Clinton River Water Resource Recovery Facility: N. Opdyke, Pontiac
g) Water Maintenance North and Systems Control Unit: S. Updyke, Pontiac
h) George W. Kuhn Retention Treatment Basin Facility: Madison Heights

Email addresses of bargaining unit members will be provided to the Union so that the Union may communicate electronically with its members on the topics listed within this article.

ARTICLE 9- WAGE INCREASES

Three (3) year contract October 1, 2025 – August 1, 2028. Me-too for all represented/Unions, except those eligible for Act 312 arbitration, on annual increases only.

The bargaining unit will receive a $1500 bonus and then a 5% wage increase following ratification of this Agreement.

MUST BE TIED TO HEALTH CONCESSIONS AND THE ATTACHED CHART (APPENDIX C)

Max. $10/$35 increase in Employee cost share; expanded family composition table; increased waivers

Implement a 5-Tier Prescription Plan ($10/$30/$50/$100/$150) in CY 2027 that aligns with the BCBS formulary and models the non-union plan

The bargaining unit will receive a 3.75% wage increase taking effect the first pay period in October 2026 as well as a $500, one-time incentive to be paid on a special, separate payroll check during the first pay period of the Fiscal Year.

The bargaining unit will receive a 3.75% wage increase taking effect the first pay period in October 2027 as well as a $500, one-time incentive to be paid on a special, separate payroll check during the first pay period of the

Fiscal Year
TIED TO 5-TIER Rx CHANGE

ARTICLE 10- SALARY STEPS AND MERIT MAXIMUM INCENTIVE

Employees who are not at the top step of the wage schedule for their classification shall receive annual merit step increases through the life of this Agreement upon an acceptable review from their supervisor.

Should a supervisor fail to provide a review in time for an Employee's merit date, the Employee shall automatically move to the next step.

Under the sole discretion of an employee's supervisor, employees may move up two (2) steps with the appropriate justification from their supervisor at the time, with department head approval of their merit date.

The decision to move an employee more than one step shall not be reviewable under the grievance and arbitration procedures.

The Employer has the authority to place new hires in any step within the classification taking into consideration job experience and other factors requiring a new hire to start above the base salary.

Employees who have been at the highest step of the wage schedule for their classification for at least one (1) year shall receive $500 each year on the first pay date following their merit date.

ARTICLE 11- SHIFT PREMIUM

All employees regularly scheduled to work second shift will be paid an additional
$0.25 per hour (currently $0.75 per hour = $1.00.) All employees regularly scheduled to work third shift will be paid an additional $0.25 per hour (currently $1.00 per hour = $1.25.)

Create committee consisting of two WRC Employees and two members of WRC Management to meet and discuss the potential for a premium based on location assignment (complex plant = % increase for all positions assigned to the complex plant).

ARTICLE 12- CERTIFICATION AND LICENSE EXPENSES

The Employer will pay for the expense of obtaining a Commercial Driver’s License (CDL) that is utilized for Department needs and will reimburse the employee for the difference in costs between a standard driver’s license and a CDL, as well as the cost of required endorsements. The Employer will pay for the cost of any required Department of Transportation (DOT) physical exam, unless the Employee chooses to go to their own physician. In such cases, the Employee will be responsible for the costs of using their own physician.

In the event an Employee, due to a medical or physical condition, is unable to pass their DOT physical and maintain their CDL, the Employer may permit the Employee to transfer to a classification, or the Employer reevaluate their current position, to a position that does not require a CDL and has minimal impact on pay and benefits.

Cancellation of a DOT physical as a result of failing to appear, and the Employer has already paid for such service, shall result in the Employee being responsible for the cost of the subsequent DOT physical.

Employees who obtain and maintain a CDL for purposes of their job duties will be compensated five hundred ($500) dollars annually the first pay of the fiscal year.

To the extent permitted by law, the Employees who separate from the County of Oakland for reasons other than retirement or disability, within six months of this incentive payment, the Employer may deduct the incentive payment from the Employees final paycheck.

The County of Oakland agrees to reimburse Employees for the cost of any certification or license that is required or may be utilized as part of their job duties.

The Employer agrees not to coerce Employees to participate in any training or educational program that requires an outside-of-work time commitment. Failure to participate by the Employee shall not subject the Employee to retaliation or disciplinary action.

ARTICLE 13- RETIREMENT

The Employer will provide a 457(b) deferred compensation plan account annual match up to $1,500 for participating members.

Employees will contribute 3% of earnings each pay period through a payroll deduction. The Employer will provide to bargaining unit members the following annual percentage contribution amounts starting each year in October for its 401(a) retirement account:

FY 2026: 9%
FY 2027: 9%
FY 2028: 12%

ARTICLE 14- BENEFIT CONSULTATION RELEASE

The Employer agrees to allow employees to meet with the Employer's benefit or retirement consultants (i.e. Empower, Graystone Consulting) during their scheduled work hours up to twice per year and not to exceed sixty (60) minutes for each occurrence if the meeting occurs in the building in which the employee is assigned or virtually. Employees shall not be required to use leave time, relief periods or lunch periods for such meetings.

The employee shall notify their supervisor when scheduling such meetings and may be required to reschedule the meeting due to operational demands.

ARTICLE 15- LAYOFF, RECALL, AND TRANSFER

15.1 If it becomes necessary for the Employer to reduce the number of employees in the workforce, the Union Employees will be laid off within their Department in reverse order of their seniority (lowest to highest). Non union member employees will be laid off first before Union member employees of the same or lower salary grade, except for full time employees that are not eligible to be in the Union with longer length of continuous service for Employer. In order to avoid layoff, an employee may displace lower seniority employees within the Department in equal or lower graded classifications provided they have the present ability to satisfactorily perform the available work with reasonable orientation and training (within three months). The Employee moving to a lower graded classification shall be paid at the step closest to their current salary. If multiple employees within the same Department share the same seniority date, for purposes of layoff, the employee's total length of full time or part time eligible Employer service (lowest to highest) shall be used as the "tie-breaker". For purposes of recall, the employee's total length of Employer service (highest to lowest) shall be used as the "tie-breaker".

15.2 The Employer agrees to notify the Union's Unit Reps when the Employer's decision is made of any anticipated layoff. Such notification will occur within two (2) business days of reaching the layoff decision and at least thirty (30) days before any layoff occurs.

15.3 Employees shall have the right to recall based on their seniority within their Department if a position for which they are qualified becomes available. Employees shall be recalled in the order of their seniority (highest to lowest) within their Department. Union Employees shall be recalled within their department prior to non-union employees being recalled.

15.4 If and when an Employee is permanently transferred to another Department or Classification not represented by the Union, the Unit Reps shall be notified of said transfer by the Employer. If the employee is thereafter transferred back to the original Department, they shall have as their seniority date the seniority date they had at the time of the original transfer.

15.5 Superseniority. Union Stewards for the purpose of layoff and recalls, for the term of their office, shall be considered as having more seniority than any other employee within their Department. They shall be last to be laid off for lack of work or funds from their Department and the first to be recalled to work in their Department following such layoff provided they have the present ability to satisfactorily perform the available work in such Department with reasonable orientation (within three months).

15.6 Shift-selection at a location will be based on seniority at the specific location. Therefore, if a union member transfers from one location, to a new location, their seniority for purposes of shift-selection will be based on their time spent at the new location. (Clinton River WRRF will post Seniority List based on updated location Seniority).

ARTICLE 16- INTERVIEW AND HIRING PROCESS (WRC)

16.1 Oakland County requires interview training for all employees prior to gaining access to qualified candidate lists and serving on interview panels and will ensure that proper training covering aspects related to contacting references and making hiring decisions will continue to be a priority and with new training implemented as needed.

16.2 Oakland County Human Resources will share the list of approved interview questions for a position within the Union; and the Union may provide comments within three business days of receipt for the Department's consideration.

16.3 All parties understand the only questions that can be asked during the interview are those on the HR-approved interview question list for the open position. Follow-up inquiries directly related to the answers provided for the HR-approved questions are permitted to prompt additional detail and depth into an applicant's response.

16.4 Prior to conducting the first interview for an open position, the department will disclose to the Union how many openings the Department is planning to fill when conducting the interviews for the open position(s). The department reserves the right to determine how many positions to fill based on results of the interviews of the pool of applicants.

16.5 To the extent possible, the interviewer(s) established for an open position must remain the same for the duration of all interviews for said open position.

16.6 Each party can retain their own interview notes about the candidates for future reference, as needed. Interview notes are no longer required to be delivered to Human Resources but should be retained for at least three years and one month to meet documentation retention recommendations.

16.7 All new hires to a Department will have a six-month probationary period, regardless of transfer status.

16.8 Human Resources or the Department will provide at least three (3) business days' notice to the Union of all interviews for Union-represented classifications. If there are no Union-represented Employees interviewing for a Union-represented classification, the Union and Human Resources need not be notified.

16.9 The Department will notify Human Resources when it has selected its candidates for interviews at a particular division or unit within the Department from the qualified list and will not be required to interview candidates added to the qualified list after the notification. The qualified applicant list may remain open to other divisions or units of a Department who may wish to conduct interviews of said applicants for a different open position. The qualified candidate list will close before the eligibility list expires per merit Rule 5.H.1. Eligible lists shall remain in effect for six (6) months unless exhausted, superseded by a new eligible list for that classification, or extended for another six (6) months by the Personnel Committee.

16.10 Any bargaining unit member who applies for a posted bargaining unit vacancy will be interviewed for the vacancy. Bargaining unit members who apply for a non-bargaining unit vacancy are not guaranteed an interview.

ARTICLE 17- PERMISSIABLE EQUIVALENTS

A permissible equivalent list shall be maintained as approved by the director of human resources for purposes of this article. The Union shall be provided with an updated list each time a change occurs.

Each department, in consultation with Human Resources, shall establish objective criteria applied uniformly to all employees in the department for purposes of permissible equivalents. For permissible equivalents, a vacancy does not need to exist nor does a posting need to occur. A permissible equivalent may be requested with their current step increase or six (6) months after their step increase or date of hire. The employee will be subject to a six (6) month probationary period after being granted a permissible equivalent.

An employee request for a permissible equivalent shall be reviewed and acted upon within thirty (30) days.

Permissible equivalent requests that meet the departments established criteria shall not be unreasonably withheld.

Budgetary or financial considerations shall not be taken into account when considering permissible equivalent requests.

Oakland County will update and clarify all position descriptions qualifications and create a list of IBEW positions with PEQ's by December 31, 2025. County policies and procedures to apply. Management can delay or deny based on documented performance issues. PEQ promotion is subject to probationary period. If probation is failed, the employee will revert to the lower classification and become eligible for PEQ after one year.

List of permissible equivalents from WRC:

- Maintenance Laborer WRC to Maintenance Mechanic I
- Maintenance Mechanic I to Maintenance Mechanic II
- Maintenance Laborer WRC to Pump Maintenance Mechanic I
- Pump Maintenance Mechanic I to Pump Maintenance Mechanic II
- Electronics Technician I to Electronics Technician II
- Electronics Technician II to Electronics Technician III
- WRC Cross Connection Inspector I to WRC Cross Connection Inspector II
- WRC Cross Connection Inspector II to WRC Cross Connection Inspector III

Implement operator apprenticeship program that exists at the Clinton River Water Resource Recovery Facility (CRWRRF) at the Walled Lake-Novi Wastewater Treatment Plant.

ARTICLE 18- PROBATIONARY PERIOD

WHO MUST SERVE A PROBATIONARY PERIOD

Employees who have received an open competitive appointment to a covered Merit System position.

Employees having regular Merit System status, who have been promoted to a classification with a higher maximum salary.
Former County employees who have been re-employed in a covered Merit System position.

Students and employees appointed to part-time non-eligible employment, do not serve a probationary period and are not eligible for Merit System status. Time served as a student or part-time non-eligible employee shall not be credited toward Merit System status for any classification.

Refer to Appendix F for additional information

ARTICLE 19- TEMPORARY CHANGE OF RATE

In cases where, after it has been determined by the Employer that the employee meets the minimum qualifications of the higher-level job, the temporary assignment includes taking over the ultimate responsibility inherent in the higher-level job and in which the temporary assignment is for at least one full shift, the employee will be paid at their current salary step in the higher classification. The salary step will be calculated from the top of the pay scale down. For example, if the employee is at the 2nd highest step of the wage scale in their current role they will be placed at the second highest step in the temporary higher classification. . The increased earnings will not count toward the basis on which service increment pay is determined.

ARTICLE 20- WORK SCHEDULE

In January of each year, the bargaining unit members in all WRC units except for the CRWWRF, may elect by majority vote, their desire to work a 4/10 schedule versus a 5/8 schedule during or near the last full pay period in March through or near the last full pay period in September period any disagreement regarding the outcome of this vote may be appealed to the water resources commissioner for their final determination.

Voting will take place at a location to be determined by the Union and during work hours of the Tuesday, Wednesday, and Thursday of the second week of January in a staggered schedule to be presented by the Union so as not to cause an interruption to the critical operations of the department.

Established shift hours are set forth as follows. The start time of these shifts may be altered by no more than one hour without the agreement of the Employer and the Union.

1st shift will be 7:00 AM to 3:00 PM
2nd shift will be 3:00 PM to 11:00 PM
3rd shift will be 11:00 PM to 7:00 AM

Bargaining unit members will receive 1/2 hour (30 minutes) paid lunch and may waive the second-half of the hour lunch period, which is unpaid, thus shortening the first shift to those hours specified above. Due to the coverage needed at the water resource recovery facilities the half hour total lunch period does not apply unless otherwise negotiated. Employees under this agreement may work through their lunch to shorten the work day with the approval of their supervisor.

Employees assigned to work a 4/10 schedule where the holiday falls on a day in which they are normally scheduled to work shall receive ten (10) hours of holiday pay.

ARTICLE 21- AFTER-HOURS WORK

On-Call Pay (OT pay to be available to be called out after-hours)

- 1.5 hours of OT pay for regularly scheduled workdays
- 2 hours of OT pay for non-regularly scheduled workdays
- 3 hours of OT pay for holidays

Minimum Call Out Pay (minimum hours of OT pay to receive for being called out to work after-hours)

- 2 hours of OT pay during regularly scheduled workdays
- 3 hours of OT pay during non-regularly scheduled workdays and holidays

The employees' overtime pay starts when the phone call is received. When an employee is called in to work during non-working hours, the employee will be entitled to the full minimum compensation pay even if the time overlaps into their regular start time.

When an employee receives a complaint with an associated address and checks a print or uses a computer to verify the address and that the county maintains structures or services in that area, and then does not have to respond in person due to that information discovered, the employee will be compensated the minimum of thirty (30) minutes of overtime pay for working.

In lieu of a minimum call-out pay, employees will be paid one (1) hour of overtime for responding to calls that only require monitoring of the central advisor website and do not require dispatching from their home. If there are multiple central advisor calls and a night that require monitoring, then the employee shall be paid one (1) hour per alarm received until the minimum call out threshold is achieved. After the minimum call out is achieved, the employee will be paid for the actual time worked. This applies to any other remote monitoring sites that do not require dispatching from home.

Employees may exchange on-call shifts with another qualified employee with notice to the supervisors, safety dispatch, or any other notice that may be required to properly and timely document the upcoming schedule.

Employees working sixteen (16) or more hours in a twenty four (24) hour period, shall be entitled to an eight (8) hour rest period. If the employee misses all or a portion of their regular shift because of the rest period, the employee will be paid as if the employee was present are not made to use their personal leave banks or take time unpaid.

Employees who suffer work related injuries or illness while on the job that requires medical attention as described in the Workers' Compensation Incident form shall be compensated. Medical visits during an employee's regular scheduled shift shall be compensated at straight time and medical visits that extend beyond the employees regularly scheduled shift shall be compensated at the employees overtime rate but not to exceed two (2) hours. Medical visits during an employee's overtime shift shall be compensated at the employee's overtime rate but not to exceed two (2) hours.

Lake Level Technicians are not expected to be available to work unscheduled overtime unless they are on call and paid the on-call compensation.

ARTICLE 22- OVERTIME EQUALIZATION

Volunteer Overtime- A record of the overtime worked will be maintained for each unit based on the latest overtime report from Oakland County payroll. One copy of the payroll report will be posted in a conspicuous place, and another provided to the steward by no later than the beginning of the first pay period of the new month for use and distributing voluntary overtime.

Within the unit, the employee with the qualifications to perform the work with the lowest number of overtime hours recorded will be offered overtime first. Employees who work overtime or who turn down overtime when it has been offered or assigned to them, whether excused or not, will be charged the amount of overtime worked for purposes of overtime equalization.

If the Employer requires that a particular employee remain on a job out of necessity for the continuity and efficiency of a project or work assignment, that particular employee will remain on the job.

Volunteer overtime opportunities should be asked forty eight (48) hours in advance of the job.

Scheduled overtime and on call- Employees returning from workers compensation leave, short or long term disability, or other leave that have lower overtime hours worked due to being on leave, will have their hours adjusted up to match the lowest hour worked employee on the most up-to-date overtime list.

Employees cannot have consecutive on call days forced on them unless agreed to by the employee. The employee needs to be notified twenty (24) hours in advance to make arrangements to be able to cover on call responsibilities.

Forced or mandatory overtime- After going through the overtime record and none of the qualified employees volunteered to accept the overtime work, only then is the qualified employee with the lowest overtime hours worked to be forced to work the overtime period any qualified employee who is forced to work overtime cannot be forced again until all other qualified employees on the list have been forced to work at one point. An exception to the foregoing is if the employee already has pre approved vacation time scheduled off for proof of a prior scheduled medical appointment.

ARTICLE 23- COMPENSATORY TIME

Compensatory time off ("comp time") will be allowed in lieu of pay for overtime hours worked if desired. On-call pay is not considered "hours worked" for purposes of comp time. Comp time shall be computed at the overtime rate. For example, one (1) hour of overtime worked equals one and half (1.5) hours of comp time. The maximum number of comp time hours is forty and half (40.5) hours per fiscal year and to achieve this in the county's timekeeping software, the maximum number of overtime hours an employee can convert to comp time is twenty-seven (27) hours per fiscal year. Oakland County's fiscal year is October 1 to September 30.

Comp Time will not be unreasonably denied.

Comp time shall be requested in the same manner as leave bank requests and must be pre-approved. Comp time will be denied where it is known that involuntary overtime will result. Comp time shall be increments of whole hours, and may be used, with pre-approval, for full days and/or short periods of leave such as leaving early from or coming in late for a shift, provided that a work unit shall not be understaffed in the opinion of the unit supervisor for the time period in question. Comp time will not be unreasonably denied.

The balance of comp time hours is to be used by the end of the fiscal year. Any comp time accrued but not used will be liquidated and paid to the employee at the straight time rate within two (2) payroll periods of the new fiscal year.

Employees who separate from County service and have a comp time balance, will be paid out for those hours at the straight time rate.
Employees at the Clinton River Water Resource Recovery Facility are not eligible for compensatory time, unless otherwise negotiated.

ARTICLE 24- JOB ANALYSIS REQUEST

If an employee believes their duties and responsibilities have significantly changed resulting in the classification the employee currently holds no longer reflecting current job duties, the employee may request a job analysis.

The employee shall make the request in writing to the Human Resources Department with copies to their Union steward or designated Union representative.

The written request must be the following:

- Current title
- The title in the Collective Bargaining Agreement that the employee believes their work more closely aligns with, and
- Supporting documents and/or specific reasons why the employee feels the change is warranted.

The Human Resources Department shall respond to a request within thirty (30) working days after receipt by the Human Resources Department.

Human Resources may determine further action is not supported. Reasons for denial will be provided to the employee and the Union representative. The employee may request a meeting with HR and their Union representative to discuss the denial.

Human Resources may determine further action is necessary and, if so, will initiate the next step of the process by issuing a Job Analysis Questionnaire. Human Resources will notify the employee, Union, and department when a review is moving forward.

HR will designate an Analyst as the IBEW primary contact who will provide assistance throughout the process. Completed questionnaires are routed to the Supervisor/department head for response. These are required within thirty (30) days of receipt. If a supervisor/department fails to respond within the required thirty (30) days, it shall be considered that the supervisor/department agrees with the Employee's questionnaire responses.

Within sixty (60) days of receipt of the completed and supervisory reviewed questionnaire, the Human Resources Department will provide its determination.

The determination may be to make no change in classification or salary grade, to reclassify the position to a different classification, or to reassign the existing classification to a different salary grade based on the County's point factor job evaluation tool.

If the employee disagrees with the determination, they may respond in writing and request a meeting with the Human Resources Department and their Union representative. Department representatives may also be present at this meeting. Employees who are reclassified within one (1) salary grade will be placed at the step that provides at least a 5% increase but no more than 10%.

Job Analysis requests are limited to one per year from the same employee

ARTICLE 25- EDUCATION ASSISTANCE

PURPOSE
Oakland County encourages and assists employees to improve their educational qualifications in subjects and fields of endeavor which are directly related to the County's operations, activities, and objectives and which will place the employee in a position to improve their job performance and professional development.

Refer to APPENDIX E

ARTICLE 26- ANNUAL LEAVE BUY-BACK

The Employer agrees to provide an Annual Leave Buyback once each calendar year to all employees electing a non-hybrid schedule as follows:

- Each year in October, the Human Resources Department will send notification announcing that employees may cash out annual leave time under certain conditions.

- Eligible employees will complete a form with leave time verified and signed by their supervisor and turned into Payroll by the end of the first pay in November.

- Pay out of annual leave will occur the first pay period of December for each calendar year.

- Eligible employees must have a minimum of sixty (60) hours in their annual leave bank at the time of the request to cash out payment. If the annual leave balance falls below the sixty (60) hours between the submission of the request and the time of payment, then the annual leave request to cash out will be denied.

- Employees will not be allowed to cash out annual leave to less than forty (40) hours balance in their annual leave bank.

- Each request must be for a minimum of twenty (20) hours to cash out annual leave. Annual leave time will be cashed out in one hour increments up to a maximum of forty (40) hours per request.

- Annual leave time cashed out is subject to all payroll income tax withholding requirements as well as any garnishment, wage assignment, levy, income withholding order requirements, employee benefit contributions and/or arrearages.

- Annual leave cash out shall not be included in the final average compensation (FAC) for employees on the defined benefit plan. Employees in the defined contribution plan shall not receive the Employer and Employee contribution calculated on this amount.

ARTICLE 27- ANNUAL LEAVE

Annual Leave is absence from work for which the employee is paid just as if he or she were at work. Annual Leave is earned and accumulated each pay period at a rate dependent on the length of the employee's County service. When Annual Leave is used, and the amount of Annual Leave that is taken at one time, are at the discretion of the employee's Department Head within the limitations of the employee's accumulation, of necessity, the welfare and convenience of the County and the continuation of the services the department renders must be the foremost consideration in allowing Annual Leave. An Annual vacation is the most common use of Annual Leave, although it also may be used for other purposes such as personal business and to cover a period of illness after Sick Leave Reserve or Personal Leave have run out.
All employees eligible for Annual Leave shall begin their accumulation from the first day of eligible County employment.

RATE OF ACCUMULATION OF ANNUAL LEAVE AND MAXIMUM ACCUMULATION
Annual Leave shall be earned and accumulated by pay periods, according to the following chart.

LENGTH OF ELIGIBLECOUNTY SERVICE (SEE RULE 22)		DAYS OF ANNUAL LEAVE EARNED*		MAXIMUM** ACCUMULATION HOURS/DAYS	
From	Throuqh	Hours Per Pav In 12 Months		Eliq. O/T	N/Eliq. O/T
0	1 Year	3.07	10 Days	N/A	N/A
2 Yrs	4 Years	3.69	12 Davs	144/18.0	288/36.0
5 Yrs	9 Years	4.61	15 Days	180/22.5	360/45.0
10 Yrs	14 Years	5.53	18 Davs	216/27.0	432/54.0
15 Yrs	19 Years	6.15	20 Davs	240/30.0	480/60.0
20 Yrs	24 Years	6.76	22 Days	264/33.0	528/66.0
25 Yrs	Remainder of County Service	7.38	24 Days	288/36.0	576/72.0

*While the amounts earned per pay period do not appear to add up exactly to the amounts earned in a twelve month period, the computer which does the accumulating automatically corrects for this, once a year.

**The maximum accumulation for employees eligible for Overtime is based on one and one-half year's worth of Annual Leave earnings. The maximum accumulation for employees not eligible for overtime is based on three (3) years worth of Annual Leave earnings. When the maximum accumulation of Annual Leave is reached, additional time spent in County service, while an employee's Annual Leave accumulation is at the maximum, will not earn annual leave, either for immediate or future use when the employee's accumulation is below the maximum.

USE OF ANNUAL LEAVE
Annual Leave may be used only with the permission of an employee's department head. This provision shall apply to all other sections of this plan.

Annual Leave may be used at any time after it is earned, subject to the aforementioned.

Annual Leave may not be used before it is earned.

Annual Leave may be used in any combination of days, subject to the aforementioned.

Employees not eligible for overtime for whom Annual Leave has been placed in an Annual Leave Reserve Bank may draw from their reserve subject to the aforementioned.

NOTE: At the time the maximum accumulation was applied to "non-overtime" employees, all banked Annual Leave days in excess of two (2) times the annual earnings rate was placed in the Annual Leave Reserve. This allowed all "non- overtime" employees one more year to accumulate Annual Leave and schedule vacations before reaching the accumulation maximum.

EFFECT OF PERSONAL LEAVE AND SICK LEAVE RESERVE ON ANNUAL LEAVE
Employees utilizing Personal Leave or Sick Leave from their Sick Leave Reserve Bank shall continue to accumulate Annual Leave just as if they were on the job.

If an employee has reason to draw from his or her Sick Leave Reserve Bank during a period of Annual Leave usage and if such Sick Leave Reserve is used to cover an illness of the employee and this usage is documented by a physician's written statement to the department head's satisfaction, such time may be deducted from the employee's Sick Leave Reserve instead of from his or her Annual Leave Accumulation.

EFFECT OF SHORT TERM AND LONG TERM DISABILITY INCOME INSURANCE ON ANNUAL LEAVE
Employees receiving Short Term Disability Income Insurance payments shall continue to accumulate Annual Leave just as if they were on the job.

Employees receiving Long Term Disability Income Insurance payments who remain on the roll as a County employee shall not accumulate Annual Leave.

EFFECT OF DEATH LEAVE ON ANNUAL LEAVE
If an employee has reason to use Death Leave during a period of Annual Leave usage, and such Death Leave is documented to the department head's satisfaction, such time may be considered as Death Leave instead of deducted from the employee's Annual Leave accumulation. (See also, Article 29, "Death Leave")

EFFECT OF PAID LEGAL HOLIDAYS ON ANNUAL LEAVE
Legal Holidays, as defined in these rules, which are counted as days off with pay by the County, shall not be deducted from an employee's Annual Leave accumulation when they fall during a period of Annual Leave usage.

EFFECTS OF LEAVES OF ABSENCE WITHOUT PAY ON ANNUAL LEAVE
Employees shall not accumulate Annual Leave while on Leaves of Absence Without Pay.

PAYMENT FOR UNUSED ACCUMULATED ANNUAL LEAVE ON SEPARATION FROM COUNTY SERVICE
Employees separated from County Service shall be paid at separation, for their unused accumulation of Annual Leave at the salary rate the employee is being paid on his or her final day of actual work.

This payment shall not be included in the computation of final average compensation (F.A.C.) for retirement benefit purposes for employees initially appointed to eligible County service after December 31, 1977.

EFFECT OF TRANSFER OF AN EMPLOYEE FROM ONE DEPARTMENT TO ANOTHER WITHIN THE COUNTY SERVICE, ON ANNUAL LEAVE
An amount of money equal to the amount of unused Annual Leave time the employee has in their accumulation at the time of the transfer, paid at the rate the employee is being paid at the time of the transfer, shall be transferred from the salaries budget of the department the employee is transferring from, into the salaries budget of the department he or she is transferring to, if requested by the department head of the latter.

ARTICLE 28- DEATH LEAVE

Death Leave is an absence from work for which the employee is paid as if at work. Death Leave shall not be deducted from the employee's other paid leave banks. However, employees may elect to extend death leave with other paid leave.

Seven days (56 hours) of death leave shall be granted for the death of a spouse or partner, parent, guardian or child.

Three days (24 hours) of death leave shall be granted for the death of other relatives or household members including:

- Brother/Sister
- Aunts/Uncles
- Grandparent
- Grandchild
- Mother/Father-in-law
- Son/Daughter-in-law
- Brother/Sister-in-law
- Member of the employee's household residing with the employee at their time of death

These relationships apply whether the relationship is natural, adoptive, step or foster in nature.

Eligibility for paid death leave begins on the employee's date of hire.

Supervisor approval for use of death leave is required with as much advance notice as possible.

ARTICLE 29- LEAVE OF ABSENCE WITHOUT PAY

A Leave of Absence Without Pay is a predetermined amount of time off from work, without pay, which has been recommended by the employee's department head and approved by the Human Resources Department, within regulations established by the Human Resources Committee of the Board of Commissioners. All time, for which a full- time County employee is to be continued as an employee, but not paid, should be considered as a Leave of Absence Without Pay, whether it be one day or the maximum time allowable under the reason for the leave.

With the exception of covering time off from work for the 10 days allowed each year for illness, running for County Elected Office and the 12 weeks allowed for Family Leave, the fact that a leave is possible does not mean that the requested leave must be granted. A Leave of Absence deprives the employee's department of the services of an employee, who it is assumed is needed if the department is to properly do its job. Leaves of Absence Without Pay, except in the case of disciplinary leaves, should be considered as a privilege and the best interests of the department and the County service must be the determining factors when deciding whether to grant such leaves. Abuse of the Leave of Absence Without Pay policy will result in cancellation of the leave and may result in disciplinary action up to and including dismissal from County employment.

When an employee is granted a Leave of Absence Without Pay, the department head commits himself or herself to allowing the employee to return to work at the end of the leave to the same classification and the same salary that the employee was performing and earning when he or she went on leave. Any substitutes hired to fill in for employees on Leaves of Absence Without Pay, shall be hired for the length of the leave or up to 1,000 hours, whichever occurs first. Under these regulations, no leave shall be granted in conjunction with another type of leave for the purpose of extending the leave. When granted a Leave of Absence Without Pay, the employee commits himself or herself to returning to work at the end of the leave.

EFFECT OF A LEAVE OF ABSENCE WITHOUT PAY ON THE EMPLOYEE

- During a Leave of Absence Without Pay, the employee:
- Does not receive pay from the County.
- Does not earn Annual Leave (except when on Military Leave as described elsewhere in this Article).
- Does not get paid for Legal Holidays occurring during the leave.
- Has no time deducted from his or her Annual Leave, Annual Leave Reserve, Personal Leave or Sick Leave Reserve accumulations to cover the time off on the Leave of Absence Without Pay.
- Remains a member of the Oakland County Employees' Retirement Plan but:
    - Because the Retirement System grants a full month of credit if a full- time eligible employee is on the payroll for ten days in a calendar month and a full year of credit if a full-time eligible employee is on the payroll for ten months in a calendar year, the effect of a Leave of Absence Without Pay on the accumulation of Retirement Service Credit time depends on the timing of each individual leave.

- Does not have their Benefit Date affected for the first ten (10) approved Leave Without Pay days used each calendar year. This is true regardless of the nature of the Leave Without Pay (e.g. Family Leave, Extended Vacation, Educational Leaves, etc.). All time spent on Leave Without Pay beyond the initial 10 days per calendar year will not be credited toward an employee's Benefit Date and the employee's Benefit Date will be affected. (With the exception of Administrative Leave Without Pay for budgetary or organizational purposes taken on or after June 28, 2003.

- Must pay any group health, dental and vision premiums falling due during any month in which the employee has not worked at least one day. (Such premiums are normally paid by the County for full-time employees.) Failure to pay the appropriate premium amount when it is due will result in cancellation of these benefits. The waiting period for reinstatement of these benefits may be up to one year. Employees on such leaves should contact the Employee Benefits Unit of the Human Resources Department to determine whether they will be required to pay any premiums.
- Will retain full coverage under the Employees' Group Life Insurance Plan. The County will continue to pay the premium for the term portion of the employee's Group Life Insurance.

- Employees contributing toward paid-up insurance may continue to do so during the leave but are not required to do so. The paid up value of the policy will not increase unless the employee elects to continue the payments of such premiums.

- Will retain full coverage under the County short and long term disability plan for the first thirty (30) calendar days of a requested and approved leave of absence without pay. Employees must meet all other requirements, as approved by the insurance carrier, in order to receive payments.

- In addition, employees on the Flexible Benefits Plan will be responsible for paying any additional amounts they are having deducted as a result of their selections under this plan upon their return to work.

TYPES OF LEAVES OF ABSENCE WITHOUT PAY

FMLA requests

Employees within this bargaining unit can use leave without pay or applicable leaves banks during the first thirty (30) days of an approved leave under the FMLA. Once the leave has commenced, an employee will not be able to change their decision regarding the use of leave without pay or leave banks during this thirty (30) day period. Should the Family Leave extend beyond thirty (30) days, the requirement to exhaust leave banks will be in effect.

When you file for FMLA leave and are approved, you must choose to use leave banks until exhausted OR leave without pay for the first thirty (30) days (240) hours. If you decide to use leave without pay without exhausting your leave banks, your future FMLA requests will be coded as leave without pay until the 240 thirty (30 days) has been reached. After that, it will be coded as leave banks until exhausted. If FML-LWP is being utilized, it must be for thirty (30) days (240) hours consecutively, meaning you cannot use a FML-VAC one day and FML-LWP the next.

Personal Illness
Employee must have exhausted his or her accumulation of Personal Leave and Sick Leave Reserve and is not receiving Short Term or Long Term Disability Income Benefits.
Full-time employees may use up to a total of 10 Leave Without Pay days per calendar year for illness subject to the verification and notification procedures. In order for an employee to use in excess of ten (10) Leave Without Pay days in a calendar year for illness, it would be necessary to have first exhausted all accumulated Annual Leave in addition to the leave banks listed above.

May be granted for sixty (60) calendar days and may be renewed.

Compensable Injury
Employee must have exhausted his or her accumulation of Personal Leave, Sick Leave Reserve and Annual Leave.

The same provisions apply to these leaves as apply to Leaves of Absence Without Pay for personal illness.

Extended Vacations
Employee must have exhausted his or her accumulation of Personal Leave and Annual Leave. Not to exceed thirty (30) calendar days for any one leave. Not more than one such leave to be granted within any twelve (12) month period.

Emergency or Exceptional Circumstances
Employee must have exhausted his or her accumulation of Personal Leave and Annual Leave. May be granted for thirty (30) calendar days, and may be renewed under extenuating circumstances not to exceed one hundred eighty (180) calendar days.

Documentation of qualifying event may be required.

Disciplinary Leaves
These are called Suspensions Without Pay.
There is no time limit to the length of time off for this leave. There is no restriction as to the number of leaves in one year.

Educational Leaves

Employee must have exhausted his or her accumulation of Personal Leave and Annual Leave. Not to exceed one (1) calendar year for any one leave. Not more than one such leave to be granted within any twelve (12) month period.

Limited only to those employees whose training will be of benefit in future County employment and where their return to County employment is reasonably certain.

Military Leaves

For required period of military training or service during times of war or national emergency, draft, or required National Guard or Reserve training.

Such Leaves are limited to the length of time provided by applicable Federal and State statutes.

Employees on leave to attend National Guard or Military Reserve Training will continue to accumulate Annual Leave and will have the training time credited toward the earning of Personal Leave as they normally would if they were working during this period.

Employees on such leaves should consult separate literature on the Group Life Insurance Plan and the Health Plan for the effect of military service on such programs.

Running for County Elected Office filled by a partisan election
Employee must have exhausted his or her accumulation of Personal Leave and Annual Leave. If such a leave is requested, it must be granted, except no more than two (2) leaves may be granted for the purpose of running for elected office in any one (1) calendar year and each leave must be no less than fifteen (15) calendar days nor more than thirty (30) calendar days.

Administrative Leave Without Pay for Budgetary or Organizational Purposes Leave is initiated by the department head. Requires the designated employee(s) signed agreement to go on leave.

Limited to maximum one hundred twenty (120) calendar days within a calendar year.

The employee shall not be required to exhaust Personal Leave or Annual Leave accumulations as a prerequisite to this leave.

The employee's benefit date will not be adjusted for time taken under this leave provision on or after June 28, 2003.

Time taken under this leave provision prior to June 28, 2003 will adjust an employee's benefit date for all days taken beyond the first ten (10) leave days per calendar year.

Human Resources Department Note:
Administrative Leaves Without Pay are to be used only at the initiation of a department head for legitimate budgetary or organizational purposes and must be approved by the Human Resources Department prior to the beginning of the leave. Employees should obtain written confirmation from their department head that an Administrative Leave has been approved before concluding personal plans for the leave.

PROCEDURE
Employees who desire a Leave of Absence Without Pay should apply to their department heads who have forms for this purpose.

RETURN FROM A LEAVE OF ABSENCE WITHOUT PAY

When employee returns form a Leave of Absence Without Pay, the employee's department head must complete the RETURN FROM LEAVE OF ABSENCE WITHOUT PAY section of the "Request for Approval of Time Off' form and submit it to the Human Resources Department before the employee can be returned to the payroll.

Consistent with the employee's authorization provided on the "Request for Approval of Time Off' form, if an employee fails to return to County employment at the end of a Leave of Absence Without Pay, the employee will be considered to have resigned from County employment effective on the date the employee was expected to return to work.

ARTICLE 30- FLOATING HOLIDAY

All full-time onsite (non-hybrid) Employees will receive 48 hours of Floating Holiday pay, which can be used in one (1) hour increments. These 48 hours are comprised of the one (1) Floating Holiday provided to all Merit Employees and then an additional 40 hours to Employees recognized by this contract.

Floating Holidays cannot be cashed in at any time and have no cash value.

Employees who work remotely at any portion of their schedule are required to submit a hybrid schedule into the WorkDay system and are considered hybrid Employees (Hybrid Employees are not eligible for the additional Floating Holidays).

Hybrid Employees who misrepresent their schedule to receive the additional Floating Holidays will be subject to disciplinary action and will be required to forfeit Floating Holiday time gained through the misrepresentation of their onsite/hybrid status. If a hybrid Employee loses their eligibility due to performance or operational needs due to a change in position and that change exceeds four consecutive months, the Employee will receive the additional Floating Holidays on a prorated basis. If an Employee experiences a qualifying life event that requires a change from onsite to hybrid or vice versa, the additional Floating Holiday time will be prorated and either awarded (if changing from hybrid to onsite) or adjusted (if changing from onsite to hybrid). If there is insufficient Floating Holiday time remaining to offset the change in status, the time will be adjusted from a leave bank of the Employee’s choosing. For purposes of this section, a qualifying life event is one that triggers eligibility to make benefit changes outside of the Open-Enrollment period.

ARTICLE 31- PERSONAL LEAVE TIME - EARNED SICK TIME

Employees shall receive 80 hours on the first pay period of each calendar year. Employees starting after the first pay period of the calendar year will receive 80 hours on their first pay period.

Used personal leave hours shall continue, and Employees may accumulate up to a total of 160 hours.

Personal Leave has no cash-in value.

Use of personal leave may be used for any reason, including, but not limited to, personal business, vacations, scheduled medical and dental examinations or treatment, and supplementing Workers Compensation or Income Disability Insurance payment.

Personal leave may also be used, without the advanced permission of the department head, for personal illness or incapacity over which the employee has no reasonable control, or the illness or incapacity of a family member and the employee is the only person available to render such care. Where feasible, Employees will notify management of any unplanned absence as described in this article.

Any increase in personal leave for non-represented employees that exceeds the bargaining unit's personal leave (80 hour/year with 160 hour cap) shall be matched for Employees represented by this agreement.

This article is retroactive to 2/21/2025

Personal leave under this article must be used in a minimum of one (1) hour increments.

Individuals who have used unpaid leave for a qualifying event as described in the article are to be made whole up to 40 hours for the first year of this contract term.

CALL-IN PROCEDURE
If an employee's need to use personal time is foreseeable, advance notice is required.
Personal Leave without notice is permitted if the leave is unforeseeable. For example, in the event of personal illness or incapacity over which the Employee has no reasonable control, or the illness or incapacity of a family member and the Employee is the only person available to render care.

Employees unable to work their shift due to unforeseeable circumstances shall notify their Supervisor no later than thirty (30) minutes before their normal work shift begins, or as soon as possible after the beginning of their shift if a Supervisor is not available until the shift begins.

Healthy Workplace Policy- refer to Appendix G

ARTICLE 32- WORKING LUNCH

Employees under this agreement may work through their lunch to shorten the work day with the approval of the Supervisor.

ARTICLE 33- GRIEVANCE PROCEDURES

The Employer and the Union support and subscribe to an orderly method of adjusting employee grievances period to this end, the following steps must be followed in the event of a complaint or issue that needs to be addressed on behalf of an employee.

Step 1: The Employer and the Union agreed that an employee should first bring their problem or grievance to the attention of their immediate supervisor, with or without a steward within 14 days of the occurrence. If the problem or grievance is about the immediate supervisor, the employee must then bring it to the attention of the next highest supervisor in command. The supervisor must attempt to resolve the grievance informally.

Step 2: If the grievance is not settled informally, it must then be discussed with the steward and shall be reduced to writing, signed by the grievant and submitted to their immediate supervisor within ten (10) days of the informal discussion (excluding weekends and holidays).

Step 3: The written grievance may be discussed between the steward and the immediate supervisor if so desired. The supervisor will attempt to adjust the matter and will give their written decision within ten (10) days (excluding weekends and holidays) of receipt of the written grievance. The Union will be provided a copy of the Employer's response and any grievance filed by members of the unit.

Step 4: Any grievance not settled at step three may be submitted to the next meeting of the grievance committee. The Union grievance committee will consist of the chief steward and one other member of the bargaining unit. Any grievance not submitted to the next grievance committee meeting, by written notification to the Employer within ten (10) days (excluding weekends and holidays) of the immediate supervisors written decision, shall be considered dropped.

Step 5: Any matter not settled in step four of the grievance procedure may be submitted to final and binding arbitration by either of the parties. A request for arbitration must be submitted by written notice to the other party within fifteen (15) days of the Employers written response following the grievance committee meeting.

The grievance upon which arbitration has been demanded shall be referred to one of the following arbitrators in accordance with the date of the written grievance, the oldest grievance being referred first.

1. Doyle O’Connor
2. Kathryn A. VanDagens
3. Mark Glazer
4. Tom Gravelle

A grievance shall be referred to the listed arbitrators in the order in which they appear. Once a grievance has been referred to an arbitrator, a subsequent grievance shall be referred to the next arbitrator on the list. After a grievance has been referred to the last arbitrator listed, the cycle shall repeat, beginning with the first arbitrator. The arbitrator may interpret and apply the provisions of the agreement to determine the grievance before the arbitrator. However, the arbitrator shall have no power or authority, in any way, to alter, modify, amend, or add to any provision of this agreement or set a wage rate. The arbitrator shall be bound by the express provisions of this agreement. Expenses for arbitration will be borne equally by both sides, or parties.

Any grievance not appealed from a decision in one of the steps of the grievance procedure, to the next step as prescribed, shall be considered dropped and the last decision final and binding, accept that time limits may be extended by mutual agreement of the parties. In the event that the Employer shall fail to supply the Union with its answer to the particular step within the specified time limits, the grievance shall be deemed automatically

positioned for appeal at the next step with the time limit for exercising set appeal commencing with the expiration of the grade period for answering.

ARTICLE 34- DISCLIPLINARY PROCEDURE

All disciplinary actions shall be subject to the grievance procedure or processed according to the procedures of the personnel appeals board as outlined, at the election of the employee.

The Employer and the Union must follow all policies, procedures, and rules of the personnel appeals board if election to said body is made for an appeal. All appeals must be submitted in writing using the appropriate form from the Oakland County human resources department. The appeal must be submitted to human resources within fourteen (14) calendar days of the effective date of the action taken.

Copies of all disciplinary actions related to members of this bargaining unit shall be provided to the Union.

The Employer will endeavor to hold disciplinary and corrective action discussions in a private area between the supervisor and the employee.

Refer to Appendix I

ARTICLE 35- NO STRIKE NO LOCK-OUT

Under no circumstance
s will the Union cause or authorize or permit its members to cause nor will any member of the bargaining unit take part in, any strike, sit-down, stay-in, or slowdown or any violation of any state law.

The Employer will not lock-out any employees of the bargaining unit during the term of this Agreement.

ARTICLE 36- DISCRMINATION AND COERSION

The Employer and the Union agree that the provisions of this Agreement shall be applied equally to all employees without discrimination as to sex, marital status, race, color, creed, national origin, religion, political affiliation, or disability as and any other categories or protected classes as amended by federal, state, or local law.

The Employer will not interfere with the right of the employees to become members of the Union and shall not discriminate against any employee because of membership in the Union.

Per County of Oakland Non-Discrimination Policy, all county employees are protected from coercion, intimidation, harassment, retaliation, or discrimination in performing their duties or exercising their rights under federal and state laws. There shall be no retaliation taken against individuals reporting their concerns under this policy to the county.

ARTICLE 37- SAFETY

The Employer agrees to maintain sanitary, safe, and healthy working conditions in accordance with the Michigan Department of Labor.

The Employer will maintain adequate and suitable first aid facilities in accordance with the Michigan Department of Labor.

Employees covered hereby, in performance of their jobs, shall at all times use safety devices and protective equipment which shall be furnished to them and will comply with the safety, sanitary, or fire regulations issued by Oakland County, per the Michigan Department of Labor.

ARTICLE 38- GENERAL CONDITIONS

The Union must be notified fourteen (14) calendar days in advance of anticipated permanent major changes in working conditions and discussions shall be held thereon. The Union will have the opportunity to bargain any such changes upon written notice to the County.

Except in exigent circumstances, an employee must be given fourteen (14) calendar days' notice prior to a permanent change in shift.

Employees selected to any permanent full-time Union office or selected by the Union to do work which takes them from their employment with the County, shall at the written request of the Union be granted a leave of absence without pay. The leave of absence shall not exceed two (2) years, but it shall be renewed or extended for a similar period at any time upon the written request of the Union.

Due to a leave of absence as described above, the Union may submit payment for an employee's group health, dental, and vision premiums falling during any month in which the employee has not worked at least one day. Payment not made by the employee and or the Union will result in cancellation of these benefits.

The Employer will provide the Union with a roster of bargaining unit employees in January and July of each contract year. Said roster shall include the following information: name of employee, classification, date of hire, step in salary range, and current salary rate.

When any position not listed on the wage schedule is filled or established, the Employer may designate a job classification and rate structure for the position. The Employer shall notify the Union at such time as the new classification is established. In the even the Union does not agree that the classification, rate or structure are proper, the Union shall have the right to submit the issue as a grievance through the grievance procedure within a three (3) month period following notification.

The Employer will provide the Union with the number of budgeted IBEW positions each fiscal year.

Part-time, non-eligible employees may be utilized for up to one thousand (1,000 hours) of employment per year

The Employer will not use part-time non-eligible employees to displace full-time bargaining unit employees.

The Employer may in its sole judgment and discretion, decide to permit early merit increases ahead of the schedule provided in this Agreement. Such early merit increases shall be recommended by the Department Head and be subject to approval by Oakland County Human Resources. Approval of an early merit increase in one case shall not create a precedent for granting an early merit increase in any other.

The Employer will notify the Union of changes in bargaining unit job descriptions and if requested by the Union, the Employer will meet to confer prior to finalization of the job description. Exception to this policy may occur under exigent circumstances with discussions being held within a reasonable time thereafter.

County vehicles operated by employees represented by the bargaining unit will be given safety inspections annually by the Oakland County Department of Central Services, Support Services Division.

No inspector of Oakland County shall perform work that bargaining unit employees normally perform without the express written consent of the Union, however, the inspectors assigned to the Construction Drain Maintenance Unit and Sewer Maintenance Unit may perform drain inspections. The Union will be notified in advance of this occurring. If any issues occur, they may be brought directly to HR/Labor Relations for proper resolution of the issue.

Both parties agree to allow bargaining unit members to vote on contract-related issues when such matters occur during their scheduled work hours. Management will not unreasonably withhold time for members to vote. The Union agrees to work with the department to schedule voting so as not to cause an interruption to day-to-day operations.

ARTICLE 39- DEATH IN THE LINE OF DUTY

In the event of death in the line of duty, the County shall provide a single point of contact to support the family through every step of closing out employment, transitioning benefits, applying for benefits and any other needs the family may have. The County shall work with the designated contact/beneficiary in accordance with HIPAA requirements.

Final payroll payment to the beneficiary on record shall include wages/salary for all time actually worked and payment for all accrued, unused paid time including floating holidays, personal leave, and annual leave.

The County shall continue fully-paid medical benefits without interruption, including dental, optical and access to the Employee Assistance Program (EAP), for the decedent's spouse and any dependents enrolled in the plan at the time of death, including unborn children if the spouse is expecting at the time of death, until the spouse becomes eligible for Medicare and the dependents reach age twenty-six (26).

ARTICLE 40- MAINTENANCE OF CONDITIONS

Wages, hours, and conditions of employment legally in effect at the execution of this Agreement shall, except as improved herein, be maintained during the term of this Agreement. No employee shall suffer a reduction in such benefits as a consequence of the execution of this Agreement.

ARTICLE 41- DURATION

This Agreement shall remain in full force and effect from July 17, 2025 to midnight on August 1, 2028. The Agreement shall be automatically renewed from year to year thereafter unless either party notifies the other in writing sixty (60) days prior to Augusts 1, 2028 that it desires to modify the Agreement. In the event that such notice is given, negotiations shall begin within a reasonable period of time. This Agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph.

In the event that either party desires to terminate this Agreement, written notice must be given to the other party no less than ten (10) days prior to the desired termination date which shall not be before the anniversary date set forth in the preceding paragraph.

It is agreed and understood that the provisions contained herein shall remain in full force and effect so long as they are not in violation of applicable statutes and ordinances and remain within the jurisdiction of Oakland County for continued operation.

OAKLAND COUNTY EMPLOYEES UNION
Affiliated with the IBEW Local 58, AFL-ICO

COUNTY OF OAKLAND
A Michigan Constitutional Corporation

James Soosik
IBEW Business Manager

Dave Coulter
County Executive

OAKLAND COUNTY EMPLOYEES UNION
Affiliated with the IBEW Local 58, AFL-ICO

COUNTY OF OAKLAND, a Michigan Constitutional Corporation

Ric Preuss
IBEW Business Agent

David T. Woodward, Chairperson
Oakland County Board of Commissioners

OAKLAND COUNTY EMPLOYEES UNION
Affiliated with the IBEW Local 58, AFL-ICO

Kimberly L'Heureux
IBEW Union President

OAKLAND COUNTY WATER RESOURCES COMMISSIONER

Jim Nash, Water Resources Commissioner

APPENDIX A – SALARY SCHEDULE

The following reflects the bargaining unit's salary schedule for the term of this Agreement. It includes the wage increases specified herein in addition to market adjustments for the following classifications to take effect immediately:

Class Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Maintenance Mechanic II-055	55,147	57,629	60,049	62,391	64,824	67,271
WRC Cross Connection Inspector II-055	55,147	57,172	59,197	61,221	63,246	65,271
Pump Maintenance Mechanic II-055	55,218	57,789	60,361	62,932	65,503	68,076
Water Resource Recovery Operator II-055	54,848	58,140	61,628	65,325	69,245	71,403
Water Resource Recovery Operator II-CRWRRF-055	54,848	58,140	61,628	65,325	69,245	71,403
WRC Crew Leader Pump Maintenance-055	59,005	62,252	65,498	68,745	71,991	75,237
WRC Crew Leader Water & Sewer-055	57,201	59,718	62,286	64,777	67,368	69,801
Electrical Systems Coordinator-055	72,442	76,787	81,396	86,279	91,455	95,327
Skilled Maintenance Mech I-055	49,467	52,434	55,580	58,914	62,449	64,407
Boiler Mechanic WRC-055	70,192	74,754	79,614	84,788	90,299	94,133
WRC Cross Connection Inspector III-055	54,998	58,297	61,795	65,503	69,433	73,686
Skilled Maintenance Mech II-055	52,459	55,608	58,944	62,480	66,229	68,269
Maintenance Laborer WRC-055	43,072	45,405	47,739	50,072	52,405	54,738

WRC Cross Connection Inspector I-055	43,072	45,405	47,739	50,072	52,405	54,738
Maintenance Mechanic I-055	48,777	51,029	53,281	55,533	57,786	60,038
Water Resource Recovery Operator I-055	47,638	50,496	53,526	56,737	60,142	62,041
Water Resource Recovery Operator I-CRWRRF-055	47,638	50,496	53,526	56,737	60,142	62,041
Water Resource Recovery Crew Leader-055	57,268	60,706	64,348	68,208	72,301	74,552
Water Resource Recovery Crew Leader-CRWRRF-055	57,268	60,706	64,348	68,208	72,301	74,552
Skilled Maintenance Mechanic Carpenter-055	64,028	67,869	71,942	76,258	80,834	84,256
Meter Mechanic-055	45,126	47,834	50,704	53,746	56,970	58,720
Skilled Maintenance Mechanic Electrician-055	71,724	77,032	82,424	87,781	93,136	98,500
Skilled Maintenance Mech HVAC-055	63,979	67,818	71,888	76,201	80,773	84,193
Skilled Maintenance Mechanic Plumber-055	72,216	76,549	81,143	86,010	91,172	95,032
Automobile Mechanic I-055	48,230	51,124	54,191	57,442	60,889	64,618
Automobile Mechanic II-055	55,831	59,182	62,732	66,496	70,487	74,804
Chemist-055	56,609	60,020	63,444	66,862	70,280	73,695
Electronics Technician I-055	47,590	50,446	53,472	56,681	60,081	61,965

Electronics Technician II-055	52,332	55,473	58,801	62,329	66,068	68,127
Electronics Technician III-055	57,535	60,987	64,646	68,526	72,637	74,894
Lake Level Technician-055	51,497	54,586	57,862	61,334	65,013	67,881
Lead Chemist-055	62,270	66,023	69,788	73,548	77,309	81,065
Pump Maintenance Mechanic I-055	50,357	52,679	55,001	57,322	59,644	61,965
General Helper-055	35,276					
Water Res Rec Opr Trn-055	41,152	43,645	46,138			
Water Resource Recovery Operator Trainee-CRWRRF-055	41,152	43,645	46,138			

APPENDIX B – ADDITIONAL FRINGE BENEFITS

DEFINITION OF EMPLOYEE BENEFITS

This rule shall be used to determine eligibility for the following Employee Benefits (unless spelled out differently in the provisions of, or laws regulating, the individual benefit).

ELIGIBILITY

Part-time non-eligible employees shall not be eligible for these employee benefits. Employees appointed as part-time non-eligible who exceed the 1,000 hour limit shall not become eligible for benefits retroactively or upon exceeding the 1,000 hour limit. The type of the appointment (e.g. part-time non-eligible) shall govern employee benefit eligibility.

Department heads shall be responsible for assuring that part-time non-eligible employees are separated prior to exceeding 1,000 hours of work. Any part-time non- eligible appointee exceeding 1,000 hours shall be terminated immediately by the Human Resources Department.

Employees in the classification of student shall not be eligible for employee benefits regardless of the number of hours worked in a 12 month period. Time served as a student or part-time non-eligible employee shall not be credited toward employee benefit eligibility for any classification.

Newly hired part-time non-eligible employees transitioning from County full-time status will be offered medical coverage if required in accordance with the Patient Protection and Affordability Care Act.
Full-time or part-time eligible employees shall be eligible for these employee benefits, with the following exceptions:

Part-time eligible employees shall:
Earn and accumulate Annual Leave on a pro-rated basis each pay period; based on the ratio of the number of hours they worked compared to the normal 80 hour pay period.

Use Personal Leave, Annual Leave, Sick Leave Reserve and Death Leave off with pay only to cover their normal working schedule of working days and hours.
Be paid for Legal Holidays not actually worked on the pro-rata applied to the previous pay period.
Be paid for Legal Holidays actually worked actually worked on the day in question.

Receive 20 hours (2 and 1/2 days) of Personal Leave each year (half the five received by a full-time employee).
Receive four (4) hours of Floating Holiday time each year.

Have full traditional health coverage available with the County paying 50% of the premium and the employee paying 50% plus any required additions.

Have full coverage under the County dental plan available with the County paying 50% of the premium and the employee paying 50%. Employees are eligible for dental benefits on the first of the month following the completion of twelve (12) consecutive months of service since the date of their most recent hire.

Have an amount of life insurance equal to 1 and 1/2 times an amount equivalent to one-half of the annual full time salary for the classification. Employee contributions (if any) are also based on one-half salary.

Earn retirement credit based on the actual number of hours worked. Not be eligible for long term disability insurance.

Be eligible for short term disability but the benefit is computed on an amount equal to one-half of the annual full time salary for the classification.

Have full coverage under the County vision plan available with the County paying 50% of the premium and the employee paying 50%.
Part-time eligible employees are not eligible for coverage under the Flexible Benefits Plan.
Part-time eligible employees are not eligible for Parental Leave.

Employees are eligible for dental benefits on the first day of the month following the date of their most recent hire. Employees on the Flexible Benefits Plan are eligible for dental at the time they become eligible for health coverage.

Employees are eligible for vision benefits on the first of the month following the date of their most recent hire. Employees on the Flexible Benefits Plan are eligible for vision at the time they become eligible for health coverage.

Employees are eligible for Short or Long Term Disability benefits after six (6) consecutive months of service has been completed since the date of their most recent hire.

Failure to file the required paperwork for Short Term Disability with the Employee Benefits Unit of the Human Resources Department within 30 calendar days of the date of the employee's first day off work due to the disability shall result in ineligibility to receive this benefit. Employees are not eligible to submit a Disability claim after they have been separated from County Service.

Employees are eligible for life insurance coverage on the first of the month following the date of their most recent hire.

Employees receiving Short Term Disability Income benefits shall continue to have time spent on disability credited as time worked for the purpose of maintaining their benefit date for the first 130 work days of disability in any 12 month period. During this 130 day period, the employee shall continue to earn annual leave days and retirement credits and shall continue to receive those paid benefits they would otherwise be receiving if they were at work for all time spent on Short Term Disability, provided they have not been separated from County

service. In addition, employees on the Flexible Benefits Plan will be responsible for paying any additional amounts they are having deducted as a result of their selections under this plan upon their return to work.

Employees receiving Long Term Disability Income benefits who are not separated from County service shall no longer have the time spent on disability credited as if they were at work for the purpose of maintaining their benefit date, shall not earn annual leave days or retirement credits, nor be credited with additional personal leave days and shall not receive any other paid benefits from the County. These employees may elect to maintain their health care, dental, and vision coverage through the County group plan provided they continue to submit prompt payment for such benefits. The two exceptions are health coverage which will be continued by the County for the first six- months of Long Term Disability provided all eligibility requirements have been met and Life Insurance which continues for the duration of the long term disability or age 65, which ever occurs first. Separation from County Service does not affect the limited continuation of health and life insurance benefits just described.
The Flexible Benefits Plan shall apply to employees in non-represented positions and in represented positions whose collective bargaining agreement includes this plan. New hires will receive a plan as designated by Oakland County and will be provided opportunity to make selections during the next open enrollment period.

Employees on Parental Leave pursuant to Merit Rule 14.4 shall continue to have time spent on Parental Leave credited as time worked for the purpose of maintaining their benefit date. The employee shall continue to receive those paid benefits they would otherwise be receiving if they were at work. All benefit contributions will be deducted from an employee's bi-weekly payroll check.

Time spent in non-eligible County employment cannot later be made eligible time and be credited toward employee benefits.

Human Resources Department Note: Part-time eligible employees are responsible to check the provisions of individual benefits to determine final eligibility.

LENGTH OF COUNTY SERVICE

For Retirement Benefits
Length of County service shall be determined by the amount of service recognized by the Oakland County Employees' Retirement System.

For all other employee benefits based on length of service
Length of service shall be determined by the employee's "Benefit Date" which is based on time recognized by the Oakland County Retirement System except:

Regardless of the amount of service recognized by the Retirement System, and with the exceptions noted below, after January 1, 1971, only time for which the employee was actually paid by the County payroll shall be recognized as counting toward an employee's Benefit Date.
Time spent on Military Leave from Oakland County shall be counted.
The first ten days of Leave Without Pay used each calendar year do not affect the Benefit Date for full-time eligible employees.

An employee may use up to a total of 130 Short Term Disability days (working days) in a 12 month period without affecting their Benefit Date. Each Short Term Disability day in excess of 130 days in a 12 month period will move an employee's Benefit Date forward one day.

Administrative Leave Without Pay for budgetary or organizational purposes taken on or after June 28, 2003, shall be counted toward an employee's Benefit Date.

Service on the County payroll in non-eligible employment which meets the following criteria shall be included when computing the Benefit Date.

The service shall be immediately proceeding eligible County employment.

The transition from non-eligible to eligible employment must have been made without a break in service. The entire period of non-eligible employment immediately preceding eligible County employment must have been full-time in nature as defined below.
The employee must have worked a total number of hours that is greater than or equal to the total number of hours available to work for a full-time employee, minus the maximum Annual Leave or Personal Leave usage available to a similarly situated full-time employee during the period being considered.

Hours available to work refers to the normal County work schedule of 8 hours per day, 5 days per week.

Official County holidays (including the floating holiday) are not counted as hours available for a full-time employee to work. The Oakland County Retirement Board shall be responsible for determining what portion of time, if any, that an employee spends in non-eligible employment shall be recognized by the Oakland County Retirement.

New Year's Day - January 1
Martin Luther King's Day - The third Monday in January
President's Day - The third Monday in February
Memorial Day - The last Monday in May
Juneteenth - June 19
Independence Day - July 4
Labor Day - The first Monday in September
Election Day - The Tuesday following the first Monday in November in even years, this includes national, state and local government representatives at all levels up to the governor and president.
Veterans' Day - November 11
Thanksgiving Day - The fourth Thursday in November
Friday after Thanksgiving
Christmas Eve Day - December 24
Christmas Day - December 25
New Year's Eve Day - December 31

A Floating Holiday is equivalent to an 8-hour workday. Departments may set different requirements for use of floating holiday time depending on operational needs. The department head or designee(s) shall be responsible for considering the best interest of the department and County service when approving the use of Floating Holiday time.

When using the Floating Holiday time, employees shall be paid at their regular rate. There shall be no holiday premium pay for this day. Use of floating holiday time shall not be counted as hours worked for purposes of calculating overtime.

Employees who work remotely any portion of their schedule are required to submit a hybrid schedule in the Workday system and are considered hybrid employees. Hybrid employees are not eligible for the additional floating holiday.

A hybrid employee who misrepresents their schedule to receive on-site benefits, such as the additional floating holiday, will be subject to disciplinary action and will be required to forfeit any benefits/time gained through the misrepresentation of their on-site/hybrid status.

If a hybrid employee loses their eligibility to work hybrid due to performance or operational needs, or due to a change in position, and that change exceeds four (4) consecutive months, the employee will receive the additional floating holiday for on-site employees on a prorated basis.

If an employee experiences a qualifying life event that requires they change from on-site to hybrid, or vice versa, the additional floating holiday time will be prorated and either awarded (if changing from hybrid to on-site) or adjusted (if changing from on-site to hybrid.) If there is insufficient floating holiday time remaining to offset the change in status, the time will be adjusted from a leave bank of the employee's choosing. For purposes of this section, a qualifying life event is one which triggers eligibility to make benefit changes outside of the open enrollment period.
The department head or designee(s) shall be responsible for periodically reviewing and validating on-site and hybrid work status reports, and annually certifying accuracy and guard against misuse.
The remaining Section of this rule shall not apply to the Floating Holiday provision.

County Clerk Elections Division employees who are required to work on Election Day, will not recognize this day as a holiday. County Clerk Elections Division employees will receive one (1) additional Floating Holiday to compensate for working on the Election Day holiday in the subsequent year following an Election Day holiday. This day will be used in the same manner as the Floating Holiday.

HOLIDAYS FALLING ON SUNDAY
Whenever New Year's Day, Independence Day, Veterans' Day, or Christmas Day falls on Sunday, the following Monday shall be a Holiday.
Whenever Christmas Eve or New Year's Eve falls on Sunday, the preceding Friday shall be a holiday.

HOLIDAYS FALLING ON SATURDAY
Whenever Independence Day, Veterans' Day, Christmas Eve Day or New Year's Eve Day falls on Saturday, the preceding Friday shall be a Holiday.

Whenever Christmas Day or New Year's Day falls on Saturday, the following Monday shall be a Holiday.

HOLIDAYS OFFICIALLY CELEBRATED ON MONDAY
Whenever one of the designated Holidays is celebrated on Monday, in compliance with Act 12 of the Public Acts of 1969, that Monday shall be considered as the Official Holiday for the purpose of these regulations.

EFFECT OF LEGAL HOLIDAYS
All County departments and institutions shall be closed on these designated Holidays except those departments and institutions which must stay open to provide continuous round-the-clock service.

County employees eligible for employee benefits shall be granted time off with pay except as otherwise indicated in the provisions of this rule.
In those County departments and institutions which provide 24 hour, 7 days a week service, those employees on seven-day scheduling shall be designated eligible for holiday compensation on the actual holiday rather than the County celebrated holiday.

In those instances when New Year's Eve Day, New Year's Day, Independence Day, Veteran's Day, Christmas Eve Day, or Christmas Day falls on Saturday or Sunday these designated employees shall be compensated for the actual day on which the holiday falls. Under no circumstances shall an employee be eligible to receive holiday pay for both the County celebrated holiday and the actual holiday when the two do not coincide.

This shall apply to employees in positions assigned to workstations providing weekend service and excluding employees normally assigned to a Monday through Friday work schedule.

METHODS OF COMPENSATION FOR LEGAL HOLIDAYS
The following provisions apply only to those employees both eligible for employee benefits and eligible for overtime.
Eligible, but less-than-full-time employees shall be compensated for Legal Holidays in the same manner as full-time employees, except:

- The compensation for those who actually worked the Holiday in question but who worked less than a full shift, shall be based on the hours actually worked.
- The compensation for those who did not work the Holiday in question shall be based on their pro-ration for employee benefits of the previous pay period. (The ratio between the hours actually worked in the previous pay period and a full eighty hour pay period.)

SITUATIONS
Employees normally scheduled to work on the day in question, but who do not because they have been granted the day off with pay because it is a Legal Holiday:
Shall be paid at their regular rate for the day, just as if they had worked.

Employees whose normal scheduled day off falls on the day in question, because of the assigned shift, and who do not work the day shall be granted an extra day's pay at the employee's regular rate.

Employees normally scheduled to work the day in question, but who would get it off with pay because it is a Legal Holiday, but who are assigned to work the day in spite of it being a Legal Holiday: For the Legal Holiday the employee shall be granted: A day's pay at the employee's regular rate.
In addition, for the time actually worked on the Legal Holiday, the employee shall be granted time and one-half in pay.

Employees whose normal day off falls on the day in question because of the assigned shift, but who are assigned to and work the day in spite of it being a normal day off and Legal Holiday:
For the Legal Holiday, the employee shall be granted a day and one half in pay.
In addition, for the time actually worked on the Legal Holiday, the employee shall be granted time and one-half in pay.

EFFECTS OF LEGAL HOLIDAYS ON OTHER EMPLOYEE BENEFITS

Effect of Legal Holidays on Sick Leave Reserve
Legal Holidays falling within a period when an employee is on Sick Leave Reserve shall be counted as the Legal Holiday off and shall not be deducted from the employee's Sick Leave Reserve accumulation.

Effect of Legal Holidays on Annual Leave
Legal Holidays falling within a period when an employee is on Annual Leave, shall be counted as the Legal Holiday off and shall not be deducted from the employee's Annual Leave Accumulation.

Effect of Legal Holidays on Personal Leave
Legal Holidays falling within a period when an employee is on Personal Leave shall be counted as the Legal Holiday off and shall not be deducted from the employee's Personal Leave accumulation.

Effect of Legal Holidays on Leave of Absence
Employees on Leave of Absence Without Pay shall not receive Legal Holidays off with pay and shall not accumulate equivalent time off with pay for such Legal Holidays. An employee shall not receive pay for the Legal Holiday if they are on Leave of Absence Without Pay the day before the Legal Holiday and/or the day after the Legal Holiday.

APPENDIX C – EMPLOYEE HEALTH BENEFITS

Changes in plan design:

Any aspect of plan design that would directly impact employees' costs, including required per-pay-period contributions, co-pays, co-insurance, health savings account contributions, and other direct out-of-pockets, will remain intact and unchanged for the life of this contract.

The only exceptions to this are the limits and requirements created by law or regulation, such as the minimum deductible permissible for a High-Deductible Health Plan set by the IRS, or maximum contribution levels in various pre-tax savings accounts set by the IRS.

The County agrees to offer the benefit choices and options available as of the date of this contract so long as they are administratively viable. If the vendor no longer provides the program, the County is not obligated to create or maintain one. If fifty or fewer employees across the workforce enroll in a benefits plan or program, the County may opt to eliminate the plan or program due to lack of interest.

Prior to eliminating a benefits plan or program due to administrative viability or lack of interest, the County will notify the union and provide the opportunity to meet and confer to determine a transition plan that is mutually agreeable.

The parties agree that from time to time there is need to make minor changes in benefit plan design that do not impact employees' costs. There may also arise the need for the County to make plan design changes to improve access and equity across its workforce.

In these instances, the County will notify the union of minor changes or plan enhancements and provide the opportunity to meet and confer prior to implementation.

The parties agree that the standard provider formulary will be utilized and understand that it may change from time to time as new drugs come to market and as determined by the pharmacy benefit provider under contract with the County. The County will maintain the latest formulary on the employee benefits website.

The County retains the right to administer benefit plans according to benefit plan contracts and may correct errors at any time.

Rx Tier	Market Average (National)	OC Current	OC 2027
Generic	$ 15	$ 10	$ 10
Preferred	$ 40	$ 30	$ 30
Non-Preferred	$ 80	$ 50	$ 50
Specialty (Preferred)	20%	N/A	$ 100
Specialty (Non-Preferred)	25%	N/A	$ 150

Align with standard BCBS formulary

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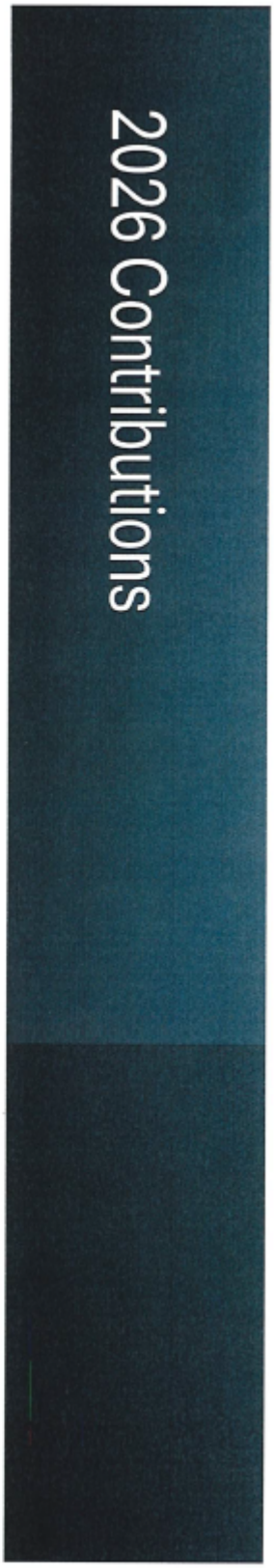
Pair new cost-sharing model and 5-Tier Rx with Front-loaded HSA incentive

Family Composition (IRS/HSA)	1/1/26 HDHP Deductible (Minimum allowable by IRS)	Current Oakland County HSA Contribution	**HSA Contribution CY 2026 AND CY 2027***	HSA Minimum Contribution CY 2028 & Beyond
Employee Only	$1,700	$1,000	**$ 1,700**	$1,000
Employee + 1 or Family	$3,400	$2,000	**$ 3,400**	$2,000

*2027 WILL MATCH THE IRS MINIMUM ALLOWABLE



Family Composition	Employee $ Contribution, Per Pay Period (26)									
	PPO1 CURRENT	PPO1 2026	PPO2 CURRENT	PPO2 2026	BCN CURRENT	BCN 2026	HDHP/PPO CURRENT	HDHP/PPO 2026	Trad CURRENT	Trad 2026
1. Employee Only	42	50	52	40	26	35	10	0	62	72
2. Employee + Child	75	85	80	60	45	55	15	0	99	109
3. Employee + 2 or more Children	85	95	95	75	55	65	25	0	104	114
4. Employee + Spouse	75	110	80	95	45	80	15	45	99	134
5. Employee + Spouse + Child(ren)	85	120	95	110	55	90	25	55	104	139

APPENDIX C (cont.) – EMPLOYEE HEALTH BENEFITS

2026 DENTAL PLAN IMPROVEMENTS

(Pending final vendor contract)

	Standard Plan		High Plan		Premier Plan (NEW)	
Bi-Weekly Contributions	Employee	$0	Employee	N/A	Employee	$10
	Emp + Child	$0	Emp + Child	$5	Emp + Child	$10
	Employee + Children	$0	Employee + Children	$10	Employee + Children	$15
	Emp + Spouse	$10	Emp + Spouse	N/A	Emp + Spouse	$20
	Emp/Sp/Children	$15	Emp/Sp/Children	$20	Emp/Sp/Children	$25
Employee; Employee + Child	DEDUCTIBLES					
Employee + Children	$25					
Employee + Spouse; Employee + Family	$50					
Diagnostic & Preventive	$75					
Basic*	Covered at 100%; no copay or deductible; not counted toward the annual maximum					
Major**	Covered at 85%		Covered at 85%		Covered at 90%	
Orthodontia	Covered at 50%		Covered at 50%		Covered at 75%	
	Not covered		Covered at 50%; up to age 19		Covered at 50%; no age limit	
Orthodontia Limit	N/A		$1,500 per individual per lifetime (currently $1,000)		$2,000 per individual per lifetime	
Maximum Annual Benefit***	$1,500 per individual (currently $1,000)		$1,500 per individual		$2,000 per individual	

Pair new cost-sharing model with drastic increase in opt-out waivers

Waivers	Current: Per Pay Period	Model: Per Pay Period	Model: Annual
Employee Only (or spousal waiver)	$7.67	$50	$ 1,300
Employee + 1	$15.38	$100	$ 2,600
Family	$23.08	$150	$ 3,900

Eliminates separate dental opt-out payment

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APPENDIX D – WRC UNIFORM BENEFITS

Employees shall be provided with the following WRC uniforms. Weekly laundry of Uniform Vendor items (excluding logo items) will be provided at Employer expense. All other items to be laundered will be the responsibility of the employee.

Employees will be provided with eleven (11) sets of uniform shirts and pants. The following options are available for shirts:

a) Short sleeve
b) Long sleeve
c) Logo short sleeve
d) Logo long sleeve
e) Logo sweatshirt

Employees will also be provided with the following:

a) One wool cap
b) One Carhartt, or comparable quality brand if Carhartt is unavailable, winter bib overalls
c) Three pairs of logo shorts (as permitted by unit)
d) Winter gloves, as needed
e) One high-quality raincoat provided upon request
f) Up to 2 uniform vendor provided cotton coveralls, upon request.

Employees will be provided with the following coat options.

a) High-visibility winter coat; and
b) Carhartt (or comparable quality brand if Carhartt is unavailable); and
c) Three-season jacket or a zip-up hooded sweatshirt

Safety/Work Boots. All employees must have safety boots that meet the ASTM-F2413- 18 standard. Safety Boot allowance of $275 () is provided each year in January rather than reimbursement program.

Replacement of items. All items, except for boots, can be replaced due to damage, with supervisor approval. Any of these items that are lost will be replaced at the expense of the employee. Any damage due to wear and tear or sanitary concerns to the item can be replaced by the department with supervisor approval. Any appeals of a supervisor's denial should be made to a Union representative. Orders are placed twice per year, in spring and in fall and timeliness of receipt of orders is subject to availability.

APPENDIX E- EDUCATION ASSISTANCE

ADMINISTRATION

Designated Administrative Authority
The Education Assistance Program shall be administered by the Human Resources Department in accordance with the parameters described in this Rule.

Guidelines and Directives
The Human Resources Department shall establish administrative guidelines and directives supplemental to this rule as may be necessary to ensure fair and equitable distribution of education assistance, to provide sufficient reserves to meet reimbursement commitments and to maintain the overall integrity of the Education Assistance Program.

TUITION REIMBURSEMENT AND ADVANCEMENT REQUIREMENTS

Employee Eligibility
Employment Status

Applicants must be employed with Oakland County at the time of application for reimbursement or advancement and at the time the payment is to be issued. Reimbursements cannot be paid to persons after the date of separation from the County.

FTE Applicants must be eligible for employee benefits at the time of application and at the time the reimbursement or advancement check is to be issued. (Employees on leave of absence without pay and part-time non-eligible employees, for example, are not eligible for this benefit.) Other Sources Tuition Support - Fully Paid

Employees shall not be reimbursed for course work fully reimbursed or paid by tuition payment support from other sources such as, but not limited to, scholarships, fellowships, veterans' educational benefits, Federal, State, Local educational grant, or any other form of tuition support.
Other Sources Tuition Support - Partial Payment

Eligible applicants receiving a portion of the tuition costs requested from other sources but less than the maximum amount of reimbursement allowable under this Rule, are eligible for County reimbursement of the difference between the other sources payment and maximum reimbursement allowable under this Rule up to but not exceeding the total cost of tuition.

Caution: Application for and/or acceptance of Oakland County Tuition Reimbursement or Education Assistance by an employee not eligible for employee benefits or reimbursed or paid by other sources may be considered a misappropriation of County funds and cause for disciplinary action up to and including dismissal from County employment.

Course Work Eligibility

Institutional Requirements

Course work shall be limited to programs offered by universities, colleges, business schools, trade schools, and school systems only, approved/certified by a State Board of Education and accredited by the primary, nationally recognized accrediting association for each type of institution or licensed by a State's Proprietary School Unit. The applicant shall provide documented evidence that his or her school meets this requirement on the request of the Human Resources Department. Course work in non- degree programs that leads to licensure or certification for use in employment with Oakland County will also be accepted.

Class Time

No reimbursement or advancement will be allowed for course work taken on work time for which the employee is being compensated by Oakland County. Course work taken while the employee is on paid annual leave may be reimbursable if in accord with other provisions of this Rule.

Work Relatedness

Course work shall be:

Directly Related to Employee's Work

Course work should be directly related to the applicant's present job, approved by the Department Authority, and directed towards improving the applicant's knowledge of and performance on the job, or

Related to Probable Future County Employment

Probable Future County Employment shall be defined as a position or positions the employee is likely to be transferred to or promoted to based on reasonable evidence in the applicant's employment history and/or County experience with employees. The applicant must identify the job he/she chooses to work toward and one likely to be achieved on the Tuition Reimbursement Application, or

Degree Requirement

Course work not directly related to the employee's Present or Probable Future County Employment but required for a degree which is related to Present or Probable Future County Employment or other high demand occupation or career within Oakland County shall qualify for reimbursement within the intent of this Rule. The applicant may be required to provide reasonable evidence that the non-related course work cannot be substituted by related course work to achieve the same degree.

REIMBURSEMENT AND ADVANCEMENT PROCEDURE

Applicant Process

Completion of the application form and meeting the application, receipt and grades filing deadlines is the sole responsibility of the applicant.

Filing Deadlines Application Filing Deadline

Applications requesting Tuition Reimbursement or Advancement must be filed prior to the starting date of class. Applications are subject to approval and are approved on a first come, first served basis to the extent funding is available.
The employee is urged to protect their investment by confirming reimbursement before the class starts and before they have committed their own funds.
Receipt/Grades Filing Deadline

Grades and tuition receipts must be submitted to the Human Resources Department no later than sixty (60) days after the last meeting of the class as noted on the application for reimbursement except a grade of "I" or Incomplete will not be considered for any reimbursement until after successful completion. It is still necessary, however, to submit the incomplete grade within the sixty (60) day period to keep your application active. Also, if for any reason you cannot submit your grades within the filing time frame, e.g., computer error, notify the Human Resources Department in writing as soon as possible, stating the reason for the delay. Failure to meet this filing deadline may result in disqualification for reimbursement.
Course Description

Applicants may be required to submit with each application a full description of the course(s) for which reimbursement or advancement is requested. The published catalogue description or other official description provided by the educational institution are required for this purpose.
Department Approval

Each application for tuition reimbursement or advancement must be approved by the employee's Department Authority as being relative to the applicant's present or probable future County employment or as otherwise provided of this Rule.
Applications not approved by the Department Authority shall be returned to the employee by the Department Authority prior to the starting date of the course or no later than five working days after the receipt of the application with a written explanation of why approval was not granted.
Human Resources Department Approval

Applications for reimbursement or advancement must be approved by the Human Resources Department to assure that the application is complete and in accord with the provisions of this Rule, that an adequate course description has been provided and that sufficient funding is available to meet the reimbursement request.
Applications approved by the Human Resources Department will be acknowledged by forwarding to the employee a copy of the "Reimbursement Payment Authorization Form".
Applications not approved by the Human Resources Department shall be returned to the employee within ten (10) working days of receipt in Human Resources with a written explanation of why the course work was not approved.

Notice of Change in Course Work

Applicants changing classes after original approval must notify the Human Resources Department in writing stating reason for change and submitting a description of the course for which reimbursement is requested. Changes from course work already approved may invalidate reimbursement approval if the substitute course

work cannot be related to the employee's present or probable future County employment or as otherwise provided of this Rule.

Course Work Documentation

Original Documents

Only original documents can be accepted by the Human Resources Department. Original applications, tuition payment receipts and grades or other original proof of successful class completion must be submitted to the Human Resources Department to complete a reimbursement transaction.
Employees who wish original documents returned should forward the original documents along with a legible duplicate copy. Upon verification of the coursework, original copy will be returned, and the legible duplicate shall be maintained with the employee’s reimbursement records.

Verification of Tuition Payment

Process for Payment: Tuition Reimbursement
Promptly after the end of the course, the applicant should provide Human Resources with an official grade report showing successful completion of the course and a paid bill or receipt indicating the amount of tuition and fees paid.
Process for Payment: Tuition Advancement
Promptly after a request is approved and the training institution invoice is submitted, Fiscal Services/Payroll will initiate a payment, less any financial aid, scholarships, grants, or other tuition assistance. Once the transaction is approved by HR and Fiscal Services, the advancement payment will be mailed directly to the employee for the approved amount.
No later than 30 days after the end of the term, the employee who received a tuition advance is responsible for providing HR with an official grade report showing successful completion of the course and a paid bill or receipt indicating the amount of tuition and fees the employee has paid. If a scholarship or grant is received, the employee must reimburse the county the amount of the scholarship or grant from what was previously advanced.
Verification of Successful Completion

Applicants are required to submit proof of successful completion of course work if choosing the tuition reimbursement option before payment can be authorized. Course withdrawals or failures are not reimbursable. Institutional grade reports serve this purpose best. A letter from the applicant's course teacher or instructor, on institutional letterhead, verifying successful completion, is an acceptable substitute.
No later than 30 days after the end of the term, the employee who received a tuition advance is responsible for providing HR with an official grade report showing successful completion of the course and a paid bill or receipt indicating the amount of tuition and fees the employee has paid. If a scholarship or grant is received, the employee must reimburse the county the amount of the scholarship or grant from what was previously advanced.

If the employee does not successfully complete the class, depending on the circumstances, will be allowed one opportunity to retake and pass the course.1

1 Two unsuccessful attempts at completing the coursework will result in program suspension under this section until coursework is successfully completed at employee expense.

If the employee leaves the education institution, either voluntarily or involuntarily, before successfully completing the course or before reimbursing any amounts owing under this policy, or if an employee does not register for, or stops attending, a course for which they have received an advance, the employee will no longer receive educational assistance through Human Resources.

REIMBURSEMENT AND ADVANCEMENT LIMITATIONS

Fund Limitations

Reimbursement and advancement request approvals are contingent upon the availability of Tuition Reimbursement funds specifically budgeted for this purpose. Should funding become insufficient to meet reimbursement requests due to increased demand, budget cutbacks or for any other reason, reimbursements and advancement will be processed on a first come, first served basis. Act 621 of the Public Acts of 1978, otherwise known as the Uniform Budgeting Act, prohibits payment of reimbursements in excess of the funds specifically budgeted for this purpose.

Dollar Limitation

Education Assistance rates shall be determined by the Board of Commissioners.

EDUCATION ASSISTANCE NOT ALLOWED

Law School Courses

There shall be no Education Assistance for law school classes; however, employees who are current members in good standing of the State Bar of Michigan may take law school classes which are directly related to County operations, activities, and objectives and which will place the employee in a position to improve their job performance and professional development.

Seminars, Conferences, etc.

There shall be no Education Assistance for seminars, conferences or other programs normally covered by a department's budgeted provisions for travel and conference.

Degree Limitations

There shall be no Education Assistance for any course work, seminars, conferences, or other educational programs from the Tuition Reimbursement fund for employees possessing a Doctor of Philosophy or equivalent advanced degree.

Costs Other Than Tuition

Qualified education payments include payments for tuition, fees, and books. Reimbursement for other expenses, such as internet, software, lodging, meals, transportation, or other supplies that can be retained by the employee after completing the course of instruction are prohibited. Courses involving sports, games or

hobbies are not eligible unless they are required for the degree program, or they have a reasonable relationship to the employer's business.
Oakland County encourages and assists employees to improve their educational qualifications in subjects and fields of endeavor which are directly related to the County's operations, activities, and objectives and which will place the employee in a position to improve their job performance and professional development.

ADMINISTRATION
Designated Administrative Authority
The Education Assistance Program shall be administered by the Human Resources Department in accordance with the parameters described in this Rule.

Guidelines and Directives
The Human Resources Department shall establish administrative guidelines and directives supplemental to this rule as may be necessary to ensure fair and equitable distribution of education assistance, to provide sufficient reserves to meet reimbursement commitments and to maintain the overall integrity of the Education Assistance Program.

Employee Eligibility Employment Status
Applicants must be employed with Oakland County at the time of application for reimbursement or advancement and at the time the payment is to be issued. Reimbursements cannot be paid to persons after the date of separation from the County.

Employee Benefits Eligibility
FTE Applicants must be eligible for employee benefits at the time of application and at the time the reimbursement or advancement check is to be issued. (Employees on leave of absence without pay and part-time non-eligible employees, for example, are not eligible for this benefit.)

Other Sources Tuition Support - Fully Paid
Employees shall not be reimbursed for course work fully reimbursed or paid by tuition payment support from other sources such as, but not limited to, scholarships, fellowships, veterans' educational benefits, Federal, State, Local educational grant, or any other form of tuition support.

Other Sources Tuition Support- Partial Payment
Eligible applicants receiving a portion of the tuition costs requested from other sources but less than the maximum amount of reimbursement allowable under this Rule, are eligible for County reimbursement of the difference between the other sources payment and maximum reimbursement allowable under this Rule up to but not exceeding the total cost of tuition.

Caution: Application for and/or acceptance of Oakland County Tuition Reimbursement or Education Assistance by an employee not eligible for employee benefits (20.3.1.2) or reimbursed or paid by other sources (20.3.1.3-20.3.1.4) may be considered a misappropriation of County funds and cause for disciplinary action up to and including dismissal from County employment.

Course Work Eligibility. Institutional Requirements

Course work shall be limited to programs offered by universities, colleges, business schools, trade schools, and school systems only, approved/certified by a State Board of Education and accredited by the primary, nationally recognized accrediting association for each type of institution or licensed by a State's Proprietary School Unit. The applicant shall provide documented evidence that his or her school meets this requirement on the request of the Human Resources Department. Course work in non- degree programs that leads to licensure or certification for use in employment with Oakland County will also be accepted.

Class Time
No reimbursement or advancement will be allowed for course work taken on work time for which the employee is being compensated by Oakland County. Course work taken while the employee is on paid annual leave may be reimbursable if in accord with other provisions of this Rule.

Work Relatedness Course work shall be:
Directly Related to Employee's Work
Course work should be directly related to the applicant's present job, approved by the Department Authority, and directed towards improving the applicant's knowledge of and performance on the job, or Related to Probable Future County Employment

Probable Future County Employment shall be defined as a position or positions the employee is likely to be transferred to or promoted to based on reasonable evidence in the applicant's employment history and/or County experience with employees. The applicant must identify the job he/she chooses to work toward and one likely to be achieved on the Tuition Reimbursement Application, or

Degree Requirement
Course work not directly related to the employee's Present or Probable Future County Employment but required for a degree which is related to Present or Probable Future County Employment or other high demand occupation or career within Oakland County shall qualify for reimbursement within the intent of this Rule. The applicant may be required to provide reasonable evidence that the non- related course work cannot be substituted by related course work to achieve the same degree.

REIMBURSEMENT AND ADVANCEMENT PROCEDURE

Applicant Process
Completion of the application form and meeting the application, receipt and grades filing deadlines is the sole responsibility of the applicant.
Filing Deadlines Application Filing Deadline
Applications requesting Tuition Reimbursement or Advancement must be filed prior to the starting date of class. Applications are subject to approval noted in Sections 20.4.1.3 and 20.4.1.4 of this Rule and are approved on a first come, first served basis to the extent funding is available.

The employee is urged to protect their investment by confirming reimbursement before the class starts and before they have committed their own funds.
Receipt of Grades Filing Deadline

Grades and tuition receipts must be submitted to the Human Resources Department no later than sixty (60) days after the last meeting of the class as noted on the application for reimbursement except a grade of "I" or Incomplete will not be considered for any reimbursement until after successful completion. It is still necessary, however, to submit the incomplete grade within the sixty (60) day period to keep your application active. Also, if for any reason you cannot submit your grades within the filing time frame, e.g., computer error, notify the Human Resources Department in writing as soon as possible, stating the reason for the delay. Failure to meet this filing deadline may result in disqualification for reimbursement.

Course Description
Applicants may be required to submit with each application a full description of the course(s) for which reimbursement or advancement is requested. The published catalogue description or other official description provided by the educational institution are required for this purpose. Department Approval
Each application for tuition reimbursement or advancement must be approved by the employee's Department Authority as being relative to the applicant's present or probable future County employment or as otherwise provided in this Article.

Applications not approved by the Department Authority shall be returned to the employee by the Department Authority prior to the starting date of the course or no later than five working days after the receipt of the application with a written explanation of why approval was not granted.

Human Resources Department Approval

Applications for reimbursement or advancement must be approved by the Human Resources Department to assure that the application is complete and in accord with the provisions of this Rule, that an adequate course description has been provided and that sufficient funding is available to meet the reimbursement request.

Applications approved by the Human Resources Department will be acknowledged by forwarding to the employee a copy of the "Reimbursement Payment Authorization Form".

Applications not approved by the Human Resources Department shall be returned to the employee within ten (10) working days of receipt in Human Resources with a written explanation of why the course work was not approved.

Notice of Change in Course Work
Applicants changing classes after original approval must notify the Human Resources Department in writing stating reason for change and submitting a description of the course for which reimbursement is requested. Changes from course work already approved may invalidate reimbursement approval if the substitute course work cannot be related to the employee's present or probable future County employment or as otherwise provided in this Article.

Course Work Documentation Original Documents
Only original documents can be accepted by the Human Resources Department. Original applications, tuition payment receipts and grades or other original proof of successful class completion must be submitted to the Human Resources Department to complete a reimbursement transaction.

Employees who wish original documents returned should forward the original documents along with a legible duplicate copy. Upon verification of the coursework, original copy will be returned, and the legible duplicate shall be maintained with the employee's reimbursement records.

Verification of Tuition Payment
Process for Payment: Tuition Reimbursement
Promptly after the end of the course, the applicant should provide Human Resources with an official grade report showing successful completion of the course and a paid bill or receipt indicating the amount of tuition and fees paid as stated in this Article.

Process for Payment: Tuition Advancement
Promptly after a request is approved and the training institution invoice is submitted, Fiscal Services/Payroll will initiate a payment, less any financial aid, scholarships, grants, or other tuition assistance. Once the transaction is approved by HR and Fiscal Services, the advancement payment will be mailed directly to the employee for the approved amount.

No later than thirty (30) days after the end of the term, the employee who received a tuition advance is responsible for providing HR with an official grade report showing successful completion of the course and a paid bill or receipt indicating the amount of tuition and fees the employee has paid. If a scholarship or grant is received, the employee must reimburse the county the amount of the scholarship or grant from what was previously advanced.

Verification of Successful Completion
Applicants are required to submit proof of successful completion of course work if choosing the tuition reimbursement option before payment can be authorized. Course withdrawals or failures are not reimbursable. Institutional grade reports serve this purpose best. A letter from the applicant's course teacher or instructor, on institutional letterhead, verifying successful completion, is an acceptable substitute.

No later than thirty (30) days after the end of the term, the employee who received a tuition advance is responsible for providing HR with an official grade report showing successful completion of the course and a paid bill or receipt indicating the amount of tuition and fees the employee has paid. If a scholarship or grant is received, the employee must reimburse the county the amount of the scholarship or grant from what was previously advanced.

If the employee does not successfully complete the class, depending on the circumstances, will be allowed one (1) opportunity to retake and pass the course.

If the employee leaves the education institution, either voluntarily or involuntarily, before successfully completing the course or before reimbursing any amounts owing under this policy, or if an employee does not register for, or stops attending, a course for which they have received an advance, the employee will no longer receive educational assistance through Human Resources.

REIMBURSEMENT AND ADVANCEMENT LIMITATIONS

Fund Limitations

Reimbursement and advancement request approvals are contingent upon the availability of Tuition Reimbursement funds specifically budgeted for this purpose. Should funding become insufficient to meet reimbursement requests due to increased demand, budget cutbacks or for any other reason, reimbursements and advancement will be processed on a first come, first served basis. Act 621 of the Public Acts of 1978, otherwise known as the Uniform Budgeting Act, prohibits payment of reimbursements in excess of the funds specifically budgeted for this purpose.

Dollar Limitation

Education Assistance rates shall be determined by the Board of Commissioners. EDUCATION ASSISTANCE NOT ALLOWED

Law School Courses

There shall be no Education Assistance for law school classes; however, employees who are current members in good standing of the State Bar of Michigan may take law school classes which are directly related to County operations, activities, and objectives and which will place the employee in a position to improve their job performance and professional development.

Seminars, Conferences, etc.

There shall be no Education Assistance for seminars, conferences or other programs normally covered by a department's budgeted provisions for travel and conference.

Degree Limitations

There shall be no Education Assistance for any course work, seminars, conferences, or other educational programs from the Tuition Reimbursement fund for employees possessing a Doctor of Philosophy or equivalent advanced degree.

Costs Other Than Tuition

Qualified education payments include payments for tuition, fees, and books. Reimbursement for other expenses, such as internet, software, lodging, meals, transportation, or other supplies that can be retained by the employee after completing the course of instruction are prohibited. Courses involving sports, games or hobbies are not eligible unless they are required for the degree program, or they have a reasonable relationship to the Employer's business.

Two unsuccessful attempts at completing the coursework will result in program suspension under this section until coursework is successfully completed at employee expense.

Appendix F- PROBATIONARY PERIOD

WHO MUST SERVE A PROBATIONARY PERIOD
Employees who have received an open competitive appointment to a covered Merit System position.

Employees having regular Merit System status, who have been promoted to a classification with a higher maximum salary.
Former County employees who have been re-employed in a covered Merit System position

Students and employees appointed to part-time non-eligible employment, do not serve a probationary period and are not eligible for Merit System status. Time served as a student or part-time non-eligible employee shall not be credited toward Merit System status for any classification.

DEFINITION OF PROBATIONARY PERIOD
The probationary period shall be a six (6) month trial period immediately following an employee's open competitive appointment, promotion or re- employment.

The probationary period is a continuation of the selection, promotional or re-employment process and the appointment, promotion or re-employment is not complete until the employee has successfully completed the probationary period.

EFFECT OF PROBATIONARY PERIOD ON AN EMPLOYEE
During the probationary period following an open competitive appointment or re-employment, an employee does not have regular Merit System status and does not have the right to appeal a dismissal, suspension or disciplinary action to the Personnel Appeal Board.

During a probationary period following a promotion, an employee does not have the right to appeal a Failure to Complete Probationary Period, to the highest classification in which they have regular Merit System status, to the Personnel Appeal Board.

LENGTH OF PROBATIONARY PERIOD
The probationary period shall begin on the effective date of the appointment or re-employment and shall end on the same date of the sixth month in the future except time in the following categories will not count towards the completion of the six (6) month probationary period:

All time spent in training after initial appointment providing the training is:

Required by a higher governmental authority.

Outside the County's jurisdiction under the control of an agency qualified to provide the training required.

More than fourteen (14) consecutive days of actual instruction.

All time spent on authorized leaves of absence without pay when such leaves are in excess of fourteen (14) consecutive work days.

The probationary period resulting from promotions within the employee's department shall begin on the effective date of the promotion, shall end on the same date of the sixth month in the future.

When the starting date is the last day of the month and the sixth (6^{th}) month has fewer days, the last day of the sixth (6^{th}) month shall be the probationary period completion date.

NOTIFICATION

The Human Resources Department shall notify both the employee and the department head, in writing, of the starting of a probationary period.

The Human Resources Department shall send a "Mid-Probationary Period Report" form to the department head at three (3) months. This report shall be completed, discussed with the employee and returned to the Human Resources Department prior to the beginning of the fourth (4^{th}) month of the probationary period.

The Human Resources Department shall send an "End of Probationary Period" notice to the department head after five (5) months. The department head shall complete this notice, discuss it with the employee, and return it to the Human Resources Department before the six (6) month probationary period is over.

If the employee is not separated or demoted, depending on the type of probationary period, he/she is deemed to have successfully completed his/her probationary period.

EFFECT OF A PROVISIONAL APPOINTMENT ON A PROBATIONARY PERIOD

Time spent in a provisional appointment in the same classification and department and immediately prior to receiving an open competitive appointment to that classification and department shall be considered as time spent under the probationary period of that appointment.

EFFECT OF PROBATIONARY PERIOD ON EMPLOYEE APPOINTED FOR THE LIFE OF A FEDERAL, STATE, LOCAL OR OTHER GRANT OR CONTRACT

Employees appointed under the Merit System to fill a position funded by a special grant or contract program, who have successfully completed a six (6) month probationary period while in grant or contract funded employment shall be granted Merit System status only for the following purposes:

For the time the position continues to be funded by the Grant or Contract.

To qualify for re-employment rights.

Transfer to regular Merit System status when and if the Grant or Contract position is converted to a County budgeted position.

To transfer to regular Merit System status when and if the employee is transferred to a County budgeted position.

Appendix G

Healthy Workplace Policy

Oakland County is committed to maintaining a healthy and safe workplace to protect our employees and to prevent service disruption. Highly infectious and extremely serious illnesses such as influenza (flu), Respiratory Syncytial Virus (RSV), and COVID-19 are the most contagious and have the highest risk for detrimental health outcomes. It is imperative that we remain vigilant, especially when infection rates are high during peak season to protect our employees, our departments and those we serve.

This policy outlines expectations for mitigating risk associated with highly infectious and extremely serious illnesses in the workplace. It also provides guidelines for employees regarding time off, remote work options, and preventive measures to ensure the well-being of all. Oakland County has provided employees and supervisors with tools to create a healthy and safe workplace. It is the responsibility of all of us to ensure that we make health and safety a priority. Departments that can accommodate remote work, especially during peak season for spread, should do so. This will help support service continuity and productivity while mitigating the risk of serious illness in the workplace.

Due to the nature of public service operations, it is not feasible for all classifications to work remotely. Departments retain the sole discretion to determine which classifications are eligible for a remote work option. The provisions of this policy are meant to encourage safe practices and make it easier for sick employees to stay home and stop the spread, while protecting the safety of the workplace, other employees, and the public we serve. Please work with your team, human resources, and the public health division to establish a healthy workplace plan that serves your operational needs while protecting everyone's health.

Managing Exposure:

Employees who are exposed to flu, RSV, or COVID-19 are expected to follow the CDC guidelines for isolation and exposure, observe recommendations pertaining to masking and other safety precautions, and utilize the CDC isolation and exposure calculator to determine the timing of safety/mitigation measures.

Managing Illness, Symptoms and Reporting:

For everyone's safety, employees are encouraged to stay home when sick with a contagious illness, or when experiencing symptoms of a contagious illness such as fever, sore throat, cough, vomiting, diarrhea, chills, and body aches.

It is imperative that employees stay home when experiencing symptoms of highly infectious and extremely serious illnesses such as influenza (flu), RSV, and COVID-19, or if there is reason to believe you have flu, RSV, or COVID-19 and could be contagious. These illnesses are extremely contagious and have significant risk for detrimental outcomes for others. The most responsible course of action is to test for flu/RSV/COVID-19 and observe CDC guidelines for isolation and exposure.

It is highly recommended that an employee diagnosed with the flu, RSV, or COVID-19 promptly inform close contacts, including co-workers, to ensure those exposed are monitoring symptoms and taking proper precautions.

Employees with flu/RSV/COVID-19 must report their absence as they would any other absence due to illness.

Management Right to Preserve Workplace Safety

In most cases, employees will honor the intent of this policy and make decisions that protect others from serious highly contagious illnesses such as flu/RSV/COVID-19. However, should an employee come to work visibly ill with observable symptoms that suggest flu/RSV/COVID-19, a supervisor may send the employee home to preserve the safety of the workplace.

Supervisors who intend to send an employee home may want to consult with Human Resources/ Employee & Labor Relations (248-459-3936 or woodr@oakgov.com) who will consult with Public Health staff about the symptoms observed that support the decision.

If the employee in question works in a remote-eligible position, the employee may be required to work remotely until symptoms resolve or a negative test from a medical facility is provided.
If the employee in question works in a 100% on-site designated position, the employee will have access to up to 3 NPH days to cover the time off if there is a positive test from a medical facility.

Paid Time Off and use of remote work options:

To maintain productivity, it is highly recommended that Departments with hybrid-designated classifications allow employees to work from home when symptomatic for flu, RSV, or COVID-19. Remote work arrangements should be made to accommodate the employee's health while ensuring the continuity of work tasks. Departments may choose to make temporary exceptions to their hybrid work plans to maintain productivity during spikes in serious contagious illnesses. For example, allowing a contagious person to work remotely more days than typically allowed in the department hybrid work plan to limit others' exposure to serious contagious illness at work.
Conversely, Departments may need to temporarily alter or suspend healthy employees' hybrid/remote schedules to meet in-office staffing needs as the result of widespread illness.
Those working remote who need to take time off to rest and recover from their illness must take time off from their current time off banks to cover any periods of non-productivity.
Departments retain the sole discretion to determine which classifications are eligible for a remote work option.

Paid Time Off for 100% on-site classifications:

For departments with full-time or part-time eligible under Merit Rule 4.9 classifications that are required to work 100% on-site, the County will allow up to three (3) full consecutive workdays of "NPH" paid time off for **each incident** of an employee's illness with flu, RSV, or COVID-19. These days will be marked as NPH within the payroll system and will not be charged against employee time off banks. NPH days are available to cover some/all the time an employee must stay home due to their own active illness/required isolation. Documentation/evidence of a positive flu, RSV, or COVID-19 test from a medical facility such as the Oakland County Public Health Division, Doctor's Office, Urgent Care is REQUIRED to access paid NPH days. Home tests are not accepted. Doctor's notes are not accepted. If the test is negative, or documentation is not provided, the time off will be charged to the employee's time off banks, or the employee may opt to take the time off as unpaid. It is the sole responsibility of the employee to provide suitable documentation to access NPH days.
Due to the timing of payroll, employees may need to initially use leave banks to cover an absence. Once verified documentation of a positive test from a medical facility is received, up to 3 leave days will be restored and the time will be recorded as NPH. An employee may NOT code any time as NPH prior to uploading verified documentation of a positive test. Home tests are not accepted. Doctor's notes are not accepted. It is the sole responsibility of the employee to provide suitable documentation to access NPH days. Departments retain the sole discretion to determine which classifications are eligible for a remote work option. Those in a remote-eligible position cannot access additional NPH days even if they normally work on-site. Remote-eligible employees are expected to work remotely, or use accrued paid off when it is unsafe to attend work in person due to illness.
NPH time is not banked or accrued. It does not "carry forward" and there is no payout. It is available for each incident of COVID-19/flu/RSV evidenced with a positive test from a medical facility in accordance with this policy.

Coordination with Family Medical Leave Act (FMLA) and Short-Term Disability (STD)

Some serious health conditions may qualify for FMLA leave. For example, conditions requiring an overnight stay in a hospital or other medical care facility; or conditions that incapacitate the employee (for example, unable to work or attend school) for more than five consecutive days and that include ongoing medical

treatment (either multiple appointments with a health care provider, or a single appointment and follow-up care, such as prescription medication.)

The County's short-term disability plan may provide income protection for medically related absences exceeding five days. Oftentimes a qualifying STD claim will run concurrently with FMLA, and vice versa. Contact Human Resources if you believe an absence due to flu/RSV/COVID-19 may qualify as FMLA or if you need short-term disability.

Flu, RSV, and COVID-19 Vaccination:

Employees are strongly encouraged to receive an annual flu, RSV (as indicated), and COVID-19 vaccination. Oakland County provides free flu and COVID-19 vaccines to all full and part-time employees at its public health clinics. All County health insurance plans provide 100% coverage for vaccinations.

Preventive Measures:

Employees are expected to observe safety practices to prevent transmission of contagious illnesses in the workplace including frequent hand washing, covering mouth and nose when coughing or sneezing, avoiding close contact with others and wearing a mask if you are not feeling well or have reason to believe you may have been exposed to a person with flu, RSV, or COVID-19.

All employees are strongly encouraged to wear masks during times of high transmission.

Face masks, hand sanitizer, tissues, and disinfectant wipes will be provided throughout the workplace. Enhanced cleaning protocols will be implemented, focusing on high-touch surfaces and common areas, during times of high transmission. Departments requiring additional disinfecting should contact Facilities Maintenance to place a work order.

Return-to-Work Criteria:

Employees may return to work following flu, RSV, or COVID-19 infection based on the CDC isolation and exposure guidelines. Employees are required to follow CDC guidelines for isolation and exposure upon return, including CDC recommendations pertaining to masking and other safety precautions.

Existing union contract language and department requirements pertaining to “return-to-work” documentation apply to absences addressed within this policy.

Confidentiality and Respect:

Employees' health information should be kept confidential. Co-workers are expected to respect each other's privacy and refrain from discussing colleagues' health conditions. However, employees are also expected to demonstrate care and courtesy for their colleagues by notifying their supervisor of any close contacts in the workplace if they have exposed them to flu/RSV/COVID-19

8. DISCIPLINARY ACTIONS

(Reference to Section VI, K of the Merit System Resolution)

That a formal appeal procedure be developed giving employees with regular status the right to appeal dismissals, suspensions, demotions and disciplinary actions to a Personnel Appeal Board which shall act as the final County appeal body in matters of dismissals, suspensions, demotions and disciplinary actions involving covered County employees and departments and whose decisions shall be binding on such employees and departments.

8.1 TYPES OF DISCIPLINARY ACTIONS

8.1.1 Oral Reprimand

8.1.1.1 This is an action taken by a department head in which the department head tells an employee about an action or behavior of the employee which he or she, as the department head, finds objectionable or wishes corrected.

8.1.2 Written Reprimand

8.1.2.1 This is an action taken by a department head in which the department head writes out the action or behavior which he or she wishes the employee to change, cease or begin. The Written Reprimand will describe in detail the behavior to be corrected, and will give direct and concrete orders for the future and will point out the consequences of repeating the actions which brought about the Written Reprimand

8.1.2.2 Written Reprimands must be given on forms provided by the Human Resources Department and must be presented to the employee in accordance with Section 8.2 of this rule.

8.1.3 Withholding a Merit Salary Increase after the Prerequisite Length of Service in the Classification Has Been Completed

8.1.3.1 Merit Increases in salary are given after the passage of a certain amount of time in the employee's classification and on the recommendation of the employee's department head. (See the County Salary Schedule for the time intervals between Merit Increases for the various classifications.) See also Rule 2, Section 2.8.

8.1.3.2 Merit Increase forms are prepared by the Human Resources Department and sent to the department head prior to the effective date.

8.1.3.3 A copy of the disapproved Merit Increase form, with the department head's comments, is presented to the employee in accordance with Section 8.2 of this rule. Department head's copies shall be returned to the Human Resources Department in a timely manner.

8.1.4 Suspension Without Pay

This is an action taken by a department head which removes an employee from employment in his or her department and from the County payroll. With the exception of cases involving criminal investigation or prosecution, this action is issued for a specified period of time.

8.1.4.1 This action does not require the employee's consent to be placed on such a Leave Without Pay (See Merit Rule 13.2, Effect of a Leave of Absence Without Pay on the Employee).

8.1.4.2 At the end of the suspension, the employee shall be returned to the payroll at the same department, classification and salary as when he or she was suspended.

8.1.4.3 Suspensions Without Pay must be given on forms provided by the Human Resources Department and must be presented to the employee in accordance with Section 8.2 of this rule.

8.1.5 Demotion

This is an action taken by a department head which reduces an employee's classification to a classification with a lower maximum salary.

8.1.5.1 The employee's salary must be reduced to fall within the range of the new classification but to no lower step designation than the one held in the higher classification unless the new classification has fewer salary steps, in which case the employee should be placed at the highest step.

8.1.5.2 The employee's duties and responsibilities must be reduced to those of the lower classification.

8.1.5.3 The reasons for the demotion must be given on the Demotion form.

8.1.5.4 Demotions must be given on forms provided by the Human Resources Department and must be presented to the employee in accordance with Section 8.2 of this rule.

8.1.6 Dismissal

This is an action taken by a department head which permanently removes an employee from employment in his or her department and from the County payroll (see also Rule 9, "Separations"). The dismissal process is not complete until such time as a pre-termination hearing is held consistent with County policy and applicable law. Department heads or their authorized subordinate preparing to dismiss an employee should contact the Labor Relations Unit of the Human Resources Department to arrange a hearing.

8.1.6.1 Dismissed employees need not be kept in employment or be paid for any time after the completion of their normal working day on the date they are dismissed.

8.1.6.2 Dismissed employees shall be treated the same as employees separated for reasons other than retirement, in the matters of paying for unused accumulated Annual Leave, Compensatory Time and unused Sick Leave accumulation.

8.1.6.3 Dismissals must be given on forms provided by the Human Resources Department and must be presented to the employee in accordance with Section 8.2 of this rule.

8.2 METHODS OF NOTIFYING AN EMPLOYEE OF:

8.2.1 Written Reprimand

Withholding of Merit Increase

Suspension Without Pay

Demotion

Dismissal

8.2.1.1 A written notice of the action, giving specific reasons for the action and the effective dates and conditions of the action, must be signed by the department head or the authorized subordinate and be presented to the employee in person by the department head or the authorized subordinate, or else sent to the employee's last known address by registered mail, restricted delivery, with return receipt requested, on/or prior to the effective date of the action.

8.2.1.1.1 If the written notice is presented in person, the employee should sign all copies to acknowledge receipt. If the employee refuses, the presenter should note it on the form.

8.2.1.2 The written notice must be on official forms made available by the Human Resources Department.

8.2.1.2.1 Such forms shall have the rules covering the method of appealing such an action either on an attached sheet or imprinted on the reverse side of the official notice.

8.2.1.3 The department shall give the employee the original form and retain one (1) copy for their records. Remaining copies shall be returned to the Human Resources Department, Employee Records Unit, where a copy shall be made part of the employee's file and record of employment. The Human Resources Department shall send one copy back to the originating department verifying receipt by Human Resources.

8.3 DISCIPLINARY ACTION MUST BE FOR "CAUSE"

An employee shall receive disciplinary action, whether an oral reprimand, a written reprimand, the withholding of a merit salary increase, a suspension without pay, a demotion, or a dismissal, only for a specific clearly described reason or "cause". The department shall clearly specify and identify with particularity the specific reasons or "cause" for the disciplinary action taken. An adequate reason or "cause" for a disciplinary action shall include, but not necessarily be limited to, each of the following kinds of conduct.

8.3.0.1 Conduct or performance on the job which indicates a lack of ability to adequately perform the duties of the position or classification held by the employee.

8.3.0.2 Conduct or performance on the job which indicates a failure to produce the quality of work the position or classification requires.

8.3.0.3 Conduct or performance on the job which indicates a failure to produce the quantity of work the position or classification requires.

8.3.0.4 Conduct or performance on the job which demonstrates insubordination, which is defined as a refusal to follow appropriate written or oral procedures, instructions, or directions from a supervisory employee or department head.

8.3.0.5 The solicitation or acceptance of money or anything of value to influence the decisions of an employee in public matters or as a reward for such decisions.

8.3.0.6 Being under the influence of alcohol, narcotics or any other controlled substance while on the job.

8.3.0.7 Conduct or performance on the job which demonstrates a deliberate attempt to cause poor morale or disrespect among County employees by actions or attitude on the job.

8.3.0.8 Verbal or physical abuse, or improper treatment of an inmate, patient or client of any County institution or department.

8.3.0.9 Habitual or excessive tardiness in reporting for scheduled working hours.

8.3.0.10 Being absent from a scheduled work assignment during working hours without permission from an authorized supervisory employee or department head.

8.3.0.11 Stealing, misappropriation or conversion of County property or the property of other employees or inmates, patients or clients of any County institution or department.

8.3.0.12 The willful violation of any reasonable Departmental or County rule or regulation which has been adopted in written form and is known, or reasonably should be known, to the employees involved.

8.3.0.13 Has engaged in political activities restricted under Section VI, Subdivision L of the Merit System Resolution and Rule 19 of these Merit System Rules.

8.3.0.14 Has willfully failed to pay personal bills to the point that creditors garnishee the wages or salary of a County employee and cause a burden on the County.

8.3.0.15 Personal appearance or lack of cleanliness while on the job which exhibits symptoms of lack of hygiene and bringing unpleasantness to clients of the County or other County employees.

8.3.0.16 Reporting for a scheduled work assignment in clothing or other aspects contributing to appearance, which an authorized supervisory employee or department head has reasonably advised the employee is not acceptable or appropriate for the work assignment or duties performed by that employee.

8.3.0.17 Have been convicted of a felony.

8.3.0.18 Has been convicted of a misdemeanor involving moral turpitude or casting doubt on the employee's ability to properly perform his or her job.

8.3.0.19 Assigning overtime to oneself or to other employees without proper approvals in accordance with County overtime procedures and/or knowingly working overtime and incurring costs for the County where such overtime was not assigned or approved in accordance with County overtime procedures.

8.3.0.20 Unlawful manufacture, distribution, dispensing, possession or use of a controlled substance in the workplace.

8.3.0.21 Failure to notify authorized supervisory employee or department head or any criminal drug statute conviction for a violation occurring in the workplace within five days after such conviction.

8.3.0.22 Engaging in any act of violence or threats or other violations of the Oakland County Workplace Violence Policy.

IN ADDITION, DISCIPLINARY ACTION MAY BE TAKEN FOR REASONS OR "CAUSE" SPECIFICALLY DEFINED BY THE DEPARTMENT OTHER THAN THOSE LISTED HERE.

9. SEPARATIONS FROM THE COUNTY SERVICE

9.1 RETIREMENT

This is an action in which the employee leaves County service to become a retirant member of the Oakland County Employees' Retirement System.

9.1.1 Retiring employees must make application for retirement on an official "Application for Retirement" form obtainable from the Employee Relations Division of the Human Resources Department.

9.1.1.1 This form must be filed with Human Resources at least 30 days before the date of retirement and not more than 90 days before the date of retirement.

9.1.2 Retiring employees must notify their department head of their intention to retire at least 30 days before the effective date of retirement.

9.2 RESIGNATION

This is an action in which an employee voluntarily separates himself or herself from the County service for reasons other than formal retirement.

9.2.1 Employees may resign from the County service by signing a County resignation form which is obtainable from their department head.

9.2.2 Whenever possible, resigning employees should notify their department head at least two weeks before their final date of work.

9.2.3 Resigning employees shall work their normal work schedule between the time the resignation is submitted and its effective date, except for department head approved uses of accumulated Annual Leave, Compensatory Time and Sick Leave and the working of department head approved overtime.

9.3 SEPARATION - BECAUSE OF INSUFFICIENT LEAVE TIME (SICK LEAVE, ANNUAL LEAVE, LEAVE WITHOUT PAY, ETC.) TO COVER ABSENCE FROM WORK

This is an action where an employee voluntarily or involuntarily separates himself or herself from the County service by not appearing for work to perform assigned duties. It is not a disciplinary action in that the employee initiates the action by continued absence from work.

9.3.1 Such separations can occur under any of the following conditions:

9.3.1.1 An employee has exhausted Personal Leave accumulation, Annual Leave and Annual Leave Reserve accumulations, authorized Leave Without Pay, Worker's Compensation Leave, and does not qualify for or cannot verify by a doctor's statement that a physical or mental disability is properly covered by Short Term Disability benefits or the use of their Sick Leave Reserve bank.

9.3.1.2 An employee is collecting Long Term Disability benefits. This separation can occur regardless of whether an employee has leave banks. Management shall be responsible to evaluate the likelihood that the employee will return in a reasonable time in light of the needs of the department and the contribution the employee will be able to make upon his or her return to work. A separation for this reason does not affect the employees' eligibility for Long Term Disability benefits.

9.3.2 The department head shall take prompt action to warn the employee of such pending separation no less than five days prior to the effective date of the action. Such notice shall be delivered to the employee in person or sent by registered mail, restricted delivery, with return receipt requested, to the employee's last known address.

9.3.3 Absence from work between the time of mailing the warning notice and the effective date of the action of separation or the employee's return to work shall be treated as an unauthorized leave of absence without pay. Employees may return to work within this five day period but subject themselves to a disciplinary action for taking unauthorized leave. Repeated unauthorized leaves could lead to other disciplinary actions such as suspension without pay, demotion or dismissal.

9.3.4 Employees unable to return to work prior to the effective date of pending separation must contact the department head prior to the date of separation to seek authorization of a leave of absence without pay for the unauthorized time off. Authorization of such leaves must be requested in writing and approved prior to the effective date of the pending separation in order to prevent separation.

9.3.5 Employees not intending to return or who cannot return to work may, within the five days between the Warning Notice and the effective date of the separation, submit their written resignation on the form provided by the Human Resources Department thereby making the separation voluntary in the employee's record.

Records of employees not submitting a written resignation or not appearing for work within the required time limits shall indicate "Involuntary separation because of no leave accumulations or authorized leave of absence without pay to cover time off work."

9.3.6 Separation because of insufficient leave time to cover absence from work will not effect the employee's entitlement to income continuation benefits under the County's Long Term Disability benefit.

9.3.7 The separation process is not complete until such time as a pre-termination hearing is held consistent with County policy and applicable law. Department heads or their authorized subordinate preparing to separate an employee should contact the Labor Relations Unit of the Human Resources Department to arrange a hearing.

9.4 SEPARATION - BECAUSE OF CURTAILMENT OF WORK OR LACK OF FUNDS

9.4.1 "Curtailment of Work" is a situation in which the need for the employee's services are no longer required because the County no longer performs the function to which the employee was assigned, to the degree that the same number of employees are needed.

9.4.2 "Lack of Funds" is a situation in which the County is forced to drop positions because it does not have the funds to pay the salaries of the incumbent employees.

9.4.3 In the event of separation because of curtailment of work or lack of funds, such reductions in force shall be limited to the department involved and shall be made in the following order. The order within each designated category shall be determined by length of County service and ability to perform the remaining workload. (Length of County service shall be determined by the employee's benefit date.)

9.4.3.1 Provisional employees.

9.4.3.2 Employees serving probationary periods after certification from open competitive eligible lists.

9.4.3.3 Part-time employees with regular status.

9.4.3.4 Full-time employees with regular status.

9.4.4 Employees promoted but serving a promotional probationary period at the time of such reduction in force shall be considered as holding a position in the highest classification in which they hold regular status.

9.4.5 Employees separated because of "Lack of Funds" shall be given formal written notice at least two weeks in advance of the date of separation or two weeks of regular pay in lieu of such notice.

9.4.6 The names of such separated employees who have regular status shall be placed on the "re-employment list" and "recall list" in accordance with the provisions of Rule 12.

9.4.7 The names of probationary employees shall be placed at the top of the current eligible list for the classes for which they are certified.

9.4.8 The Human Resources Department is directed to bring such "re-employment lists" to the attention of County Department Heads as vacancies occur in such classifications.

9.5 DISMISSAL

This is an action taken by the employee's department head which permanently removes an employee from employment in his or her department and from the County payroll.

9.5.1 See Rule 8, Section 8.1.6 and Section 8.3

9.5.2 For appeal of Dismissals see Section VI, J of the Merit System Resolution and Rule 11, "Appeals of Dismissals, Suspensions, Demotions and Disciplinary Actions."

9.6 DEATH OF AN EMPLOYEE

9.6.1 The deceased employee's department head should:

9.6.1.1 Send the deceased employee's separation papers to the Human Resources Department.

9.6.1.1.1 Any accumulated unused Annual Leave, Annual Leave Reserve, Compensatory Time, and Sick Leave Reserve should be noted on the separation papers so that the deceased's last paycheck will include payment for this time. (See Rule 2, Section 2.10, "Overtime Pay" and Rule 24A, Section 24A.3, "Payment for Sick Leave Reserve.")

9.6.1.2 Contact the Benefits Unit of the Human Resources Department for further instructions.

9.6.2 The deceased employee's family should:

9.6.2.1 Contact the Benefits Unit of the Human Resources Department for instructions.

9.6.2.2 Have available to submit to the Benefit Unit:

9.6.2.2.1 Two certified copies of the Death Certificate.

9.7 OFFICIAL DATE OF SEPARATION

9.7.1 The official date of separation shall be the last day of actual work. Time off, authorized by the employee's department head, shall not be granted for the purpose of prolonging the official period of County service.

9.7.2 In the case of an employee's death while on the County payroll, the official date of separation shall be the end of their usual working day on the date of their death.

9.8 METHOD OF PAYMENT ON SEPARATION

The separated employee's last paycheck shall contain payment for the following items at the employee's salary rate as of the official date of separation.

9.8.1 Payment for all days worked, but as yet unpaid, through the official date of separation.

9.8.2 Payment at straight time for all unused Annual Leave accumulated as of the official date of separation.

9.8.3 Payment at straight time for all unused Compensatory Time accumulated as of the official date of separation.

9.8.4 For employees separating for reasons of retirement or death:

9.8.4.1 One-half payment for all Sick Leave Reserve remaining as of the official date of separation.

9.8.5 For employees separated for other reasons:

9.8.5.1 One-half payment for all Sick Leave Reserve remaining in excess of seventy-five days as of the official date of separation.

9.9 RETURN OF COUNTY PROPERTY

The separated employee's last paycheck shall not be paid until his or her department head notifies the Human Resources Department that all County property, equipment, uniforms, keys and other material have been returned to the department head's satisfaction.

OAKLAND COUNTY MICHIGAN
BOARD OF COMMISSIONERS

AGENDA ITEM: Fiscal Years 2026, 2027, and 2028 Collective Bargaining Agreement for Employees Represented by the Police Officers Association of Michigan (POAM), representing the Medical Examiner Investigators
DEPARTMENT: Human Resources
MEETING: Legislative Affairs & Government Operations Committee
DATE: Tuesday, September 9, 2025 9:00 AM - Click to View Agenda

ITEM SUMMARY SHEET

COMMITTEE REPORT TO BOARD

Resolution #2025-5711
Motion to approve the proposed Collective Bargaining Agreement between the County of Oakland and the Police Officers Association of Michigan, covering the period of October 1, 2025, through September 30, 2028.

ITEM CATEGORY	SPONSORED BY
Collective Bargaining Agreement	Brendan Johnson

INTRODUCTION AND BACKGROUND

The County of Oakland and the Police Officers Association of Michigan (POAM), representing the Medical Examiner Investigators, have negotiated a three (3) year Collective Bargaining Agreement for the period October 1, 2025, through September 30, 2028. This agreement covers seven (7) full-time and one (1) part-time non-eligible positions.

The parties have agreed to the following:

- A 5.0% wage increase for Fiscal Year 2026, retroactive to August 18, 2025
- A 3.75% wage increase for Fiscal Year 2027
- A 3.75% wage increase for Fiscal Year 2028
- Provide a one-time payment of $1,000 to employees who receive a Fellow certification
- Increase Personal Leave from 5 to 10 days each calendar year, with a 15-day cap.
- Acceptance of the 5-Year Benefits Plan adopted by the Board of Commissioners.
- Increase the 401(A) County contribution to 12% in FY2028
- Provide a $500 annual allowance for equipment/clothing.

A budget amendment is not required, as the agreement will be reflected in the FY 2026 - FY 2028 Adopted Budget. See attached financial impact statement.

POLICY ANALYSIS

- This Collective Bargaining Agreement was ratified on July 23, 2025.

FISCAL IMPACT: No Budget Amendment Needed

Committee members can contact Pam Worthington, Analyst at 248.613.8325 or worthingtonp@oakgov.com or the department contact persons listed for additional information.

CONTACT

Daniel Klemptner

ITEM REVIEW TRACKING

Hailey Matthews, Human Resources	Created/Initiated - 8/26/2025
Renee Collins-Curtis, Fiscal Services	Approved - 9/3/2025
Sheryl Johnson, Fiscal Services	Approved - 9/8/2025
Pamela Worthington, Board of Commissioners	Approved - 9/8/2025
Brendan Johnson, Board of Commissioners	Final Approval - 9/8/2025

AGENDA DEADLINE: 08/26/2025 4:30 PM

ATTACHMENTS

1. MR #2025-5711- Financial Impact Statement -ME
2. med exam summary '25
3. MED EX. INV 2025-2028 FINAL CBA 9.2.25

COMMITTEE TRACKING

2025-09-09 Legislative Affairs & Government Operations - Forward to Finance
2025-09-10 Finance - Recommend to Board
2025-09-18 Full Board

Motioned by: Commissioner Marcia Gershenson
Seconded by: Commissioner Linnie Taylor

Yes: Ann Erickson Gault, Marcia Gershenson, Karen Joliat, Penny Luebs, Linnie Taylor, David Woodward (6)
No: Robert Hoffman (1)
Abstain: None (0)
Absent: Brendan Johnson (1)
Passed

MR# 2025-5711

AGENDA ITEM: Fiscal Years 2026, 2027, and 2028 Collective Bargaining Agreement for Employees Represented by the Police Officers Association of Michigan (POAM), representing the Medical Examiner Investigators

NOTE: A budget amendment is not required as the agreement will be reflected in the FY 2026 - FY 2028 Adopted Budget. See financial impact statement below.

Total Salary and Fringe Benefits with Agreement Adjustments		
Fiscal Year	All Funds	General Fund FND10100
FY 25	$ 922,125.00	$ 922,125.00
FY 26	$ 958,024.00	$ 958,024.00
FY 27	$ 989,563.00	$ 989,563.00
FY 28	$ 1,022,283.00	$ 1,022,283.00
Total	$ 3,891,995.00	$ 3,891,995.00
The impact affects 8 positions, including 8 that are currently filled. There are 7 full-time equivalent (FTE) positions and 1 part-time non-equivalent (PTNE) position.		

YoY Changes		
Fiscal Years	All Funds	General Fund FND10100
FY25- FY 26	$ 39,899.00	$ 39,899.00
FY26- FY 27	$ 35,539.00	$ 35,539.00
FY27- FY 28	$ 36,720.00	$ 36,720.00
Total	$ 112,158.00	$ 112,158.00
**FY2025-2026 reflects a one-time $1,000 each for Cert Bonus for 4 positions for each year.*		

POAM (MEDICAL EXAMINER INVESTIGATORS) ADDITIONS SUMMARY

3 year contract 2025-2028

General Salary Increase:

Based on acceptance of all benefit concessions

- 5.0% Wage increase for FY 2026 (Contract Year 2025), pay and benefits to be retroactive to August 18, 2025
- 3.75% Wage increase for FY 2027(Contract Year 2026), tied to a 5 tier Rx change
- 3.75% Wage increase for FY 2028(Contract Year 2027)

Retirement:

401(A)

Based on acceptance of all benefit concessions

Started with DC Plan:

- FY 2026: 9% employer contribution, 3% employee contribution
- FY 2027: 9% employer contribution, 3% employee contribution
- FY 2028: 12% employer contribution, 3% employee contribution

Converted DB to DC Plan:

- FY 2026: 11% employer contribution, 5% employee contribution
- FY 2027: 11% employer contribution, 5% employee contribution
- FY 2028: 12% employer contribution, 5% employee contribution

Benefits

- County to increase Personal Leave from 5 to 10 days each calendar year; 15 day cap
- Adopted Healthy Workplace Policy which provides up to 3 paid days off for each incident for serious communicable illness (Covid, RSV, Influenza) for non-hybrid employees (originally LOA)
- Added Tuition Reimbursement: up to $5250 annually (accept July 2024 BOC resolution)
- County to supply two additional vehicles to be used in accordance with County policy.
- One time payment of $1000 to employees who receive Fellow level certification from ABMDI.
- Equipment/Clothing Allowance $500 annually

NON-ECONOMIC

- Adopted all Merit Rules within as appendix

AGREEMENT BETWEEN

THE COUNTY OF OAKLAND,

AND

POLICE OFFICERS ASSOCIATION OF MICHIGAN (POAM)

ON BEHALF OF ITS AFFILLIATE

OAKLAND COUNTY MEDICAL EXAMINER INVESTIGATORS

Collective Bargaining Agreement

October 1, 2025 – September 30, 2028

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AGREEMENT

This agreement is made and entered into this 18th day in August 2025, by and between the County of Oakland, hereinafter referred to collectively as the "Employer", and the Police Officer's Association of Michigan, hereinafter referred to as the "Union". It is the desire of both parties to this agreement to continue to work harmoniously and to promote and maintain high standards, between the Employer and Employees, which will best serve the citizens of Oakland County.

ARTICLE 1- RECOGNITION

The Employer recognizes the Police Officers Association of Michigan as the exclusive representative of all of the Oakland County Medical Examiner Investigators, for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and other terms and conditions of employment, in the following bargaining unit for which they have been certified, and in which the Union is recognized as collective bargaining representative, subject to and in accordance with the provisions of Act 336 of the Public Acts of 1947, as amended.

ARTICLE 2- DURATION

This Agreement shall remain in full force and effect from October 1, 2025 to midnight on September 30, 2028. The Agreement shall be automatically renewed from year to year thereafter unless either party notifies the other in writing sixty (60) days prior to September 30, 2028 that it desires to modify the Agreement. In the event that such notice is given, negotiations shall begin within a reasonable period of time. This Agreement shall remain in full force and be effective during the period of negotiations and until notice of modification of this Agreement is provided to the other party in the manner set forth in the following paragraph.

In the event that either party desires to modify this Agreement, written notice must be given to the other party no less than ten (10) days prior to the desired modification date which shall not be before the anniversary date set forth in the preceding paragraph.

It is agreed and understood that the provisions contained herein shall remain in full force and effect so long as they are not in violation of applicable statutes and ordinances and remain within the jurisdiction of Oakland County for continued operation.

ARTICLE 3- MAINTENANCE OF CONDITIONS

Wages, hours, and conditions of employment legally in effect at the execution of this Agreement shall, except as improved herein, be maintained during the term of this Agreement. No employee shall suffer a reduction in such benefits as a consequence of the execution of this Agreement.

ARTICLE 4-MANAGEMENT RIGHTS

The Employer retains and shall have the sole and exclusive right and authority to manage and operate its affairs, including all of its operations and activities; to decide the number of employees; to establish the overall operations, policies and procedures of the Employer; to assign employees to shifts in order to adequately staff shifts with appropriate personnel; to schedule the shifts of all employees; to direct its working force of employees; to determine the methods, procedures and services to be provided. All of such rights, except as expressly modified or limited by this Agreement, are vested exclusively in the Employer.

ARTICLE 5- NO STRIKE NO LOCK-OUT

Under no circumstances will the Union cause or authorize or permit its members to cause nor will any member of the bargaining unit take part in, any strike, sit-down, stay-in, or slowdown or any violation of any state law.

The Employer will not lock-out any employees of the bargaining unit during the term of this Agreement.

ARTICLE 6- DISCRMINATION AND COERSION

The Employer and the Union agree that the provisions of this Agreement shall be applied equally to all employees without discrimination as to sex, marital status, race, color, creed, national origin, religion, political affiliation, or disability.

The Employer will not interfere with the right of the employees to become members of the Union and shall not discriminate against any employee because of membership in the Union.

Per County of Oakland Non-Discrimination Policy, all county employees are protected from coercion, intimidation, harassment, retaliation, or discrimination in performing their duties or exercising their rights under federal and state laws. There shall be no retaliation taken against individuals reporting their concerns under this policy to the county.

ARTICLE 7- SENIORITY

New employees may acquire seniority by working six (6) continuous months in which event the employee seniority will date back to the date of higher into the department. An employee shall be credited with seniority for the time employed in the department that they are currently employed, which previously fell under a different county department.

When the employee acquires seniority, their name shall be placed on the seniority list in the order of their seniority date. An up-to-date list shall be furnished to the Union every six (6) months. An employee shall lose their seniority for the following reasons:

a) If the employee resigns or retires
b) If the employee is discharged and not reinstated
c) If the employee is absent from work for three (3) working days without properly notifying the Employer, unless satisfactory reason is given
d) If the employee does not return to work at the end of an approved leave
e) If the employee does not return to work when recalled from a layoff

ARTICLE 8- LAYOFF AND RECALL

If and when it becomes necessary for the Employer to reduce the number of employees in the workforce, the employees will be laid off by order of seniority and ability to perform the remaining work and shall be recalled in the same order that they were laid off. Medical Examiners Investigators shall be eligible for recall on a time for time basis for up to 24 months following the date of their layoff. New Prosecutor's Investigators shall not be hired while there are Investigators eligible for recall on layoff.

ARTICLE 9- DISCIPLINE

All disciplinary actions taken pursuant to this Agreement shall be conducted in accordance with the provisions of Merit Rule 8 (Appendix C).The procedures, standards, and rights outlined therein shall govern all matters related to employee discipline, including but not limited to investigation, notice, appeal, and corrective action.

ARTICLE 10- GENERAL CONDITIONS

Section 1
The provisions of this agreement shall be applied equally and without favoritism to all employees in the Bargaining Unit. There shall be no discrimination as to age, sex, marital status, race, color, creed, national origin or political affiliation. The Union shall share equally with the Employer the responsibility for applying this provision of the agreement.

Section 2
The reemployment rights of employees and probationary employees who are veterans will be limited by applicable laws and regulations.

ARTICLE 11- APPENDIX D

The rules in effect as detailed in Appendix D shall be adopted as part of this contract. The provisions of the CBA and rules contained solely within this agreement govern the terms and conditions of employment between the Employer and this bargaining unit.

ARTICLE 12- MAINTENANCE OF CONDITIONS

Conditions of employment in effect at the execution of this agreement, except as changed in accordance with the terms of the agreement, shall be maintained.

ARTICLE 13- SPECIAL CONFERENCES

Special conferences for important matters may be arranged at a mutually convenient time between the Local President and the Employer or its designated representative upon the request of either party. Such meetings shall be between at least two representatives of the Employer (one from Human Resources, and one Medical Examiner Investigator) and no more than two employee representatives of the Union. Arrangement for such special conferences shall be made in advance and an agenda on the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in special conferences shall be confined to those included in the agenda. The members of the Union shall not lose time or pay for time spent in such conference.

ARTICLE 14- DUES CHECK-OFF

1. The Employer agrees to deduct the Union membership initiation fee and dues, once each month, from the pay of those employees who individually authorize in writing that such deductions be made. All authorizations delivered to the Employer prior to the first day of the month shall become effective during that succeeding month. Check-off monies will be deducted from the second paycheck of each month and shall be paid together with an itemized statement to the Police Officers Association of Michigan (14) days after the deductions have been made.

2. Each employee who signs the Union's Application for Union Membership and Authorized Dues Deduction Card shall have Union dues deducted from their paychecks as set forth in paragraph one. Such authorization and assignment is voluntary and not conditioned upon present or future membership in the Union. The dues authorization and assignment shall be irrevocable and shall automatically renew itself for successive yearly periods thereafter unless the employee gives written notice to the Employer and the Union between December 1 and

December 31 each year of the employee's desire to revoke same and in such event Union dues deduction shall cease. An employee shall also cease to be subject to check-off deductions beginning with the month immediately following the month in which the employee is no longer a member of the bargaining unit.

3. Employees may resign their Union membership at any time by notifying the Union but may still be responsible for payroll deductions as set forth in Subsection 2.

4. Deductions for any calendar month shall be remitted to the Local Treasurer of the Union as set forth in paragraph one. In the event that a refund is due to any employee for any sums deducted from wages and paid to the Union, it shall be the responsibility of such employee to obtain the appropriate refund from the Union.

5. The Employer shall not be liable for the remittance or payment of any sums other than those constituting actual deduction made. If the Employer fails to make a deduction for any employee as provided, it shall make that deduction from the employee's next pay period in which such deduction is normally deducted after the error has been called to its attention by the employee or the Union.

6. If there is an increase or decrease in Union payroll deductions, as determined and established by the Union, such changes shall become effective upon the second pay period following notice from the Union to the Employer of the new amount{s).

7. The Union will protect, save harmless and indemnify the Employer from any and all claims, demands, lawsuits, attorney fees, and all other forms of liability by reason of action taken by the Employer for the purpose of complying with this Article.

8. Should there be a conflict between the dues authorization form signed by the employee and this Article of the labor contract, this Article shall be controlling.

ARTICLE 15- Healthy Workplace Agreement

Oakland County and the Union recognize the importance of maintaining a healthy and safe workplace to prevent illness and ensure the continuity of public services. The County's Healthy Workplace policy, effective as of July 15, 2025, outlines guidelines and expectations to reduce the transmission of highly infectious illnesses, including influenza (flu), Respiratory Syncytial Virus (RSV), and COVID-19.

1. **Health & Safety Expectations**

Employees are expected to stay home when experiencing symptoms of a contagious illness or after known exposure to flu, RSV, or COVID-19. CDC isolation and exposure guidelines shall be followed, including use of the CDC exposure calculator.

2. **Remote Work**

   Departments may authorize or require remote work for employees in remote-eligible classifications, particularly during high-transmission periods. Remote work accommodations are at the sole discretion of the Department. Employees in remote-eligible roles are expected to work remotely if they are ill but able to work.

3. **Paid Time Off (NPH Days)**

   Employees in 100% on-site roles under Merit Rule 4.9 may be eligible for up to three (3) paid NPH days per illness incident (flu, RSV, or COVID-19), contingent upon submission of positive test results from a recognized medical facility. Home tests and doctor's notes are not accepted. Time off without approved documentation will be charged to accrued leave or unpaid.

4. **Return-to-Work Requirements**

   Employees returning to work following illness must comply with CDC return-to-work guidelines, including masking and safety precautions. Departmental and contract-specific documentation requirements remain in effect.

5. **Vaccination & Preventive Measures**

   Employees are strongly encouraged to receive annual flu, COVID-19, and RSV vaccinations. Preventive practices such as mask-wearing, hand hygiene, and social distancing are encouraged, especially during peak transmission.

6. **Confidentiality & Notification**

   Employee health information shall be kept confidential. Employees are encouraged to inform their supervisor of any potential workplace exposures.

7. **Coordination with Leave Benefits**

   Illnesses that meet criteria under the Family and Medical Leave Act (FMLA) or Short-Term Disability (STD) may run concurrently with NPH or other leave types. Employees should consult HR to determine eligibility.

The County retains sole discretion to determine remote eligibility by classification and to enforce workplace safety through measures including, but not limited to, directing visibly ill employees to leave the workplace.

Refer to Appendix B

ARTICLE 16- PERSONAL LEAVE

Each bargaining unit member shall be entitled to ten (10) days of personal leave annually. Personal leave shall be credited at the beginning of each fiscal year. Unused personal leave may be carried over; however, at no time shall a member's accrued personal leave balance exceed fifteen (15) days.

ARTICLE 17- DEPARTMENT ASSIGNED VEHICLES

Each full-time bargaining unit member shall be assigned a department vehicle for official use. The use, operation, and maintenance of said vehicle shall be in accordance with the Oakland County Pool Vehicle Policy. Members shall be responsible for compliance with all provisions of the policy while operating County-assigned vehicles.

ARTICLE 18- CERTIFICATION BONUS

Any bargaining unit member who obtains the Fellow level certification from the American Board of Medicolegal Death Investigators (ABMDI) shall receive a one-time bonus payment of one thousand dollars ($1,000). This bonus shall be awarded upon submission of official documentation verifying attainment of the certification.

ARTICLE 19- RETIREMENT

A. Participants Originally Enrolled in the Defined Contribution (DC) Plan

1. For the fiscal year beginning October 1, 2025, and ending September 30, 2026, the Employer shall contribute an amount equal to nine percent (9%) of each eligible Participant's annual compensation to the Participant's Defined Contribution Plan account. The Participant shall contribute three percent (3%) of their annual compensation during the same period.
2. Beginning October 1, 2027, and for each fiscal year thereafter, the Employer contribution for these Participants shall increase to twelve percent (12%) of the Participant's annual compensation. The Participant contribution shall remain at three percent (3%).

B. Participants Converted from the Defined Benefit (DB) Plan to the Defined Contribution (DC) Plan

1. For the fiscal year beginning October 1, 2025, and ending September 30, 2026, the Employer shall contribute an amount equal to eleven percent (11%) of each eligible Participant's annual compensation to the Participant's Defined Contribution Plan account. The Participant shall contribute five percent (5%) of their annual compensation during the same period.

2. Beginning October 1, 2026, and for each fiscal year thereafter, the Employer contribution for these Participants shall increase to twelve percent (12%) of the Participant's annual compensation. The Participant contribution shall remain at five percent (5%).

ARTICLE 20- CLOTHING ALLOWANCE

Each eligible member shall receive an annual clothing allowance of five hundred dollars ($500). This allowance shall be provided once per fiscal year and is intended to offset the cost of required uniforms, work attire, or other job-related clothing as specified by the Employer. Distribution of the allowance shall occur no later than March 31 of each fiscal year, unless otherwise agreed upon by both parties.

ARTICLE 22- HEALTH BENEFITS

Health benefits for all eligible employees shall be provided in accordance with the terms and conditions set forth in Appendix A, which is incorporated herein by reference and made a part of this Agreement.

ARTICLE 23- WAGES

The salary rates in effect during the life of this agreement are set forth in the salary schedule attached as Appendix C and shall be based on the following rate adjustments:

Effective October 1, 2025, base wages shall be increased by five percent (5.00%).

Effective October 1, 2026, base wages shall be increased by three and seventy-five hundredths' percent (3.75%).

Effective October 1, 2027, base wages shall be increased by three and seventy-five hundredths' percent (3.75%).

ARTICLE 24- RETROACTIVE ADJUSTMENTS

The wage increase, effective for the year 2025, shall be retroactive to August 18, 2025. All employees covered under this Agreement who were employed on or after that date shall receive retroactive pay for all hours worked at the applicable new wage rate from August 18, 2025, to the date of implementation. Retroactive payments shall be made within two (2) pay periods of BOC approval.

Assigned Vehicles shall be issued to each full time Investigator at the beginning of the new fiscal year.

POLICE OFFICERS ASSOCIATION OF MICHIGAN

_____

Anthony Hall
Business Agent

COUNTY OF OAKLAND
A Michigan Constitutional Corporation

_____

Dave Coulter
County Executive

OAKLAND COUNTY MEDICAL EXAMINER INVESTIGATORS ASSOCIATION

_____

Ulysses Hernandez
Local President

COUNTY OF OAKLAND, a Michigan Constitutional Corporation

_____

David T. Woodward, Chairperson
Oakland County Board of Commissioners

OAKLAND COUNTY MEDICAL EXAMINER INVESTIGATORS ASSOCIATION

_____

Tim Wood
Local Vice President

APPENDIX A – SALARY SCHEDULE

The following reflects the bargaining unit's salary schedule for the term of this Agreement. Wage rates shall be increased across all classifications within this bargaining unit in accordance with Article 23.

Medical Examiner Investigator - 2025 Salaries - Current

Gr	Freq	1	12	24	36	48	60	72	84
UNI/119	Annual	63,666	66,756	69,847	72,937	76,028	79,119	82,210	85,300
	Bi-Wkly	2,448.70	2,567.54	2,686.43	2,805.27	2,924.17	3,043.02	3,161.92	3,280.76
	Hourly	30.6088	32.0943	33.5804	35.0659	36.5521	38.0378	39.5240	41.0095

Medical Examiner Investigator - 2026 Salaries - Adding 5%*

Gr	Freq	1	12	24	36	48	60	72	84
	Annual	66,849	70,094	73,339	76,584	79,829	83,075	86,321	89,565
	Bi-Wkly	2,475.90	2,596.07	2,716.27	2,836.44	2,956.64	3,076.85	3,197.06	3,317.22
	Hourly	30.9488	32.4508	33.9534	35.4555	36.9581	38.4606	39.9632	41.4653

Medical Examiner Investigator - 2027 Salaries - Adding 3.75%*

Gr	Freq	1	12	24	36	48	60	72	84
	Annual	69,356	72,723	76,089	79,456	82,823	86,190	89,558	92,924
	Bi-Wkly	2,667.53	2,797.02	2,926.51	3,056.00	3,185.48	3,315.01	3,444.54	3,573.99
	Hourly	33.3442	34.9628	36.5814	38.2000	39.8186	41.4377	43.0567	44.6748

Medical Examiner Investigator - 2028 Salaries - Adding 3.75%

Gr	Freq	1	12	24	36	48	60	72	84
	Annual	71,957	75,450	78,943	82,436	85,928	89,422	92,916	96,408
	Bi-Wkly	2,767.56	2,901.91	3,036.25	3,170.60	3,304.94	3,439.32	3,573.71	3,708.01
	Hourly	34.5945	36.2739	37.9532	39.6325	41.3117	42.9915	44.6714	46.3502

APPENDIX B – EMPLOYEE HEALTH BENEFITS

Changes in plan design:

Any aspect of plan design that would directly impact employees' costs, including required per-pay-period contributions, co-pays, co-insurance, health savings account contributions, and other direct out-of-pockets, will remain intact and unchanged for the life of this contract.

The only exceptions to this are the limits and requirements created by law or regulation, such as the minimum deductible permissible for a High-Deductible Health Plan set by the IRS, or maximum contribution levels in various pre-tax savings accounts set by the IRS.

The County agrees to offer the benefit choices and options available as of the date of this contract so long as they are administratively viable. If the vendor no longer provides the program, the County is not obligated to create or maintain one. If fifty or fewer employees across the workforce enroll in a benefits plan or program, the County may opt to eliminate the plan or program due to lack of interest.

Prior to eliminating a benefits plan or program due to administrative viability or lack of interest, the County will notify the union and provide the opportunity to meet and confer to determine a transition plan that is mutually agreeable.

The parties agree that from time to time there is need to make minor changes in benefit plan design that do not impact employees' costs. There may also arise the need for the County to make plan design changes to improve access and equity across its workforce.

In these instances, the County will notify the union of minor changes or plan enhancements and provide the opportunity to meet and confer prior to implementation.

The parties agree that the standard provider formulary will be utilized and understand that it may change from time to time as new drugs come to market and as determined by the pharmacy benefit provider under contract with the County. The County will maintain the latest formulary on the employee benefits website.

The County retains the right to administer benefit plans according to benefit plan contracts and may correct errors at any time.

APPENDIX B (cont.) – EMPLOYEE HEALTH BENEFITS

2027 5-TIER Rx

Rx Tier	Market Average (National)	OC Current	OC 2027
Generic	$ 15	$ 10	$ 10
Preferred	$ 40	$ 30	$ 30
Non-Preferred	$ 80	$ 50	$ 50
Specialty (Preferred)	20%	N/A	$ 100
Specialty (Non-Preferred)	25%	N/A	$ 150

Align with standard BCBS formulary

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APPENDIX B (cont.) – EMPLOYEE HEALTH BENEFITS

2026 DENTAL PLAN IMPROVEMENTS

(Pending final vendor contract)

	Standard Plan		High Plan		Premier Plan (NEW)	
Bi-Weekly Contributions	Employee	$0	Employee	N/A	Employee	$10
	Emp + Child	$0	Emp + Child	$5	Emp + Child	$10
	Employee + Children	$0	Employee + Children	$10	Employee + Children	$15
	Emp + Spouse	$10	Emp + Spouse	N/A	Emp + Spouse	$20
	Emp/Sp/Children	$15	Emp/Sp/Children	$20	Emp/Sp/Children	$25
Employee; Employee + Child	DEDUCTIBLES $25					
Employee + Children	$50					
Employee + Spouse; Employee + Family	$75					
Diagnostic & Preventive	Covered at 100%; no copay or deductible; not counted toward the annual maximum					
Basic*	Covered at 85%		Covered at 85%		Covered at 90%	
Major**	Covered at 50%		Covered at 50%		Covered at 75%	
Orthodontia	Not covered		Covered at 50%; up to age 19		Covered at 50%; no age limit	
Orthodontia Limit	N/A		$1,500 per individual per lifetime (currently $1,000)		$2,000 per individual per lifetime	
Maximum Annual Benefit***	$1,500 per individual (currently $1,000)		$1,500 per individual		$2,000 per individual	

Pair new cost-sharing model with drastic increase in opt-out waivers

Waivers	Current: Per Pay Period	Model: Per Pay Period	Model: Annual
Employee Only (or spousal waiver)	$7.67	$50	$ 1,300
Employee + 1	$15.38	$100	$ 2,600
Family	$23.08	$150	$ 3,900

Eliminates separate dental opt-out payment

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2026 Contributions

Family Composition	Employee $ Contribution, Per Pay Period (26)									
	PPO1 CURRENT	PPO1 2026	PPO2 CURRENT	PPO2 2026	BCN CURRENT	BCN 2026	HDHP/PPO CURRENT	HDHP/PPO 2026	Trad CURRENT	Trad 2026
1. Employee Only	42	50	52	40	26	35	10	0	62	72
2. Employee + Child	75	85	80	60	45	55	15	0	99	109
3. Employee + 2 or more Children	85	95	95	75	55	65	25	0	104	114
4. Employee + Spouse	75	110	80	95	45	80	15	45	99	134
5. Employee + Spouse + Child(ren)	85	120	95	110	55	90	25	55	104	139

Appendix C

Healthy Workplace Policy

Oakland County is committed to maintaining a healthy and safe workplace to protect our employees and to prevent service disruption. Highly infectious and extremely serious illnesses such as influenza (flu), Respiratory Syncytial Virus (RSV), and COVID-19 are the most contagious and have the highest risk for detrimental health outcomes. It is imperative that we remain vigilant, especially when infection rates are high during peak season to protect our employees, our departments and those we serve.

This policy outlines expectations for mitigating risk associated with highly infectious and extremely serious illnesses in the workplace. It also provides guidelines for employees regarding time off, remote work options, and preventive measures to ensure the well-being of all. Oakland County has provided employees and supervisors with tools to create a healthy and safe workplace. It is the responsibility of all of us to ensure that we make health and safety a priority. Departments that can accommodate remote work, especially during peak season for spread, should do so. This will help support service continuity and productivity while mitigating the risk of serious illness in the workplace.

Due to the nature of public service operations, it is not feasible for all classifications to work remotely. Departments retain the sole discretion to determine which classifications are eligible for a remote work option. The provisions of this policy are meant to encourage safe practices and make it easier for sick employees to stay home and stop the spread, while protecting the safety of the workplace, other employees, and the public we serve. Please work with your team, human resources, and the public health division to establish a healthy workplace plan that serves your operational needs while protecting everyone's health.

Managing Exposure:

Employees who are exposed to flu, RSV, or COVID-19 are expected to follow the CDC guidelines for isolation and exposure, observe recommendations pertaining to masking and other safety precautions, and utilize the CDC isolation and exposure calculator to determine the timing of safety/mitigation measures.

Managing Illness, Symptoms and Reporting:

For everyone's safety, employees are encouraged to stay home when sick with a contagious illness, or when experiencing symptoms of a contagious illness such as fever, sore throat, cough, vomiting, diarrhea, chills, and body aches.

It is imperative that employees stay home when experiencing symptoms of highly infectious and extremely serious illnesses such as influenza (flu), RSV, and COVID-19, or if there is reason to believe you have flu, RSV, or COVID-19 and could be contagious. These illnesses are extremely contagious and have significant risk for detrimental outcomes for others. The most responsible course of action is to test for flu/RSV/COVID-19 and observe CDC guidelines for isolation and exposure.

It is highly recommended that an employee diagnosed with the flu, RSV, or COVID-19 promptly inform close contacts, including co-workers, to ensure those exposed are monitoring symptoms and taking proper precautions.

Employees with flu/RSV/COVID-19 must report their absence as they would any other absence due to illness.

Management Right to Preserve Workplace Safety

In most cases, employees will honor the intent of this policy and make decisions that protect others from serious highly contagious illnesses such as flu/RSV/COVID-19. However, should an employee come to work visibly ill with observable symptoms that suggest flu/RSV/COVID-19, a supervisor may send the employee home to preserve the safety of the workplace.

Supervisors who intend to send an employee home may want to consult with Human Resources/ Employee & Labor Relations (248-459-3936 or woodr@oakgov.com) who will consult with Public Health staff about the symptoms observed that support the decision.

If the employee in question works in a remote-eligible position, the employee may be required to work remotely until symptoms resolve or a negative test from a medical facility is provided.

If the employee in question works in a 100% on-site designated position, the employee will have access to up to 3 NPH days to cover the time off if there is a positive test from a medical facility.

Paid Time Off and use of remote work options:

To maintain productivity, it is highly recommended that Departments with hybrid-designated classifications allow employees to work from home when symptomatic for flu, RSV, or COVID-19. Remote work arrangements should be made to accommodate the employee's health while ensuring the continuity of work tasks. Departments may choose to make temporary exceptions to their hybrid work plans to maintain productivity during spikes in serious contagious illnesses. For example, allowing a contagious person to work remotely more days than typically allowed in the department hybrid work plan to limit others' exposure to serious contagious illness at work.

Conversely, Departments may need to temporarily alter or suspend healthy employees' hybrid/remote schedules to meet in-office staffing needs as the result of widespread illness.

Those working remote who need to take time off to rest and recover from their illness must take time off from their current time off banks to cover any periods of non-productivity.

Departments retain the sole discretion to determine which classifications are eligible for a remote work option.

Paid Time Off for 100% on-site classifications:

For departments with full-time or part-time eligible under Merit Rule 4.9 classifications that are required to work 100% on-site, the County will allow up to three (3) full consecutive workdays of "NPH" paid time off for **each incident** of an employee's illness with flu, RSV, or COVID-19. These days will be marked as NPH within the payroll system and will not be charged against employee time off banks. NPH days are available to cover some/all the time an employee must stay home due to their own active illness/required isolation. Documentation/evidence of a positive flu, RSV, or COVID-19 test from a medical facility such as the Oakland County Public Health Division, Doctor's Office, Urgent Care is REQUIRED to access paid NPH days. Home tests are not accepted. Doctor's notes are not accepted. If the test is negative, or documentation is not provided, the time off will be charged to the employee's time off banks, or the employee may opt to take the time off as unpaid. It is the sole responsibility of the employee to provide suitable documentation to access NPH days.

Due to the timing of payroll, employees may need to initially use leave banks to cover an absence. Once verified documentation of a positive test from a medical facility is received, up to 3 leave days will be restored and the time will be recorded as NPH. An employee may NOT code any time as NPH prior to uploading verified documentation of a positive test. Home tests are not accepted. Doctor's notes are not accepted. It is the sole responsibility of the employee to provide suitable documentation to access NPH days. Departments retain the sole discretion to determine which classifications are eligible for a remote work option. Those in a remote-eligible position cannot access additional NPH days even if they normally work on-site. Remote-eligible employees are expected to work remotely, or use accrued paid off when it is unsafe to attend work in person due to illness.

NPH time is not banked or accrued. It does not "carry forward" and there is no payout. It is available for each incident of COVID-19/flu/RSV evidenced with a positive test from a medical facility in accordance with this policy.

Coordination with Family Medical Leave Act (FMLA) and Short-Term Disability (STD)

Some serious health conditions may qualify for FMLA leave. For example, conditions requiring an overnight stay in a hospital or other medical care facility; or conditions that incapacitate the employee (for example, unable to work or attend school) for more than five consecutive days and that include ongoing medical treatment (either multiple appointments with a health care provider, or a single appointment and follow-up care, such as prescription medication.)

The County's short-term disability plan may provide income protection for medically related absences exceeding five days. Oftentimes a qualifying STD claim will run concurrently with FMLA, and vice versa. Contact Human Resources if you believe an absence due to flu/RSV/COVID-19 may qualify as FMLA or if you need short-term disability.

Flu, RSV, and COVID-19 Vaccination:
Employees are strongly encouraged to receive an annual flu, RSV (as indicated), and COVID-19 vaccination. Oakland County provides free flu and COVID-19 vaccines to all full and part-time employees at its public health clinics. All County health insurance plans provide 100% coverage for vaccinations.

Preventive Measures:
Employees are expected to observe safety practices to prevent transmission of contagious illnesses in the workplace including frequent hand washing, covering mouth and nose when coughing or sneezing, avoiding close contact with others and wearing a mask if you are not feeling well or have reason to believe you may have been exposed to a person with flu, RSV, or COVID-19.
All employees are strongly encouraged to wear masks during times of high transmission.
Face masks, hand sanitizer, tissues, and disinfectant wipes will be provided throughout the workplace. Enhanced cleaning protocols will be implemented, focusing on high-touch surfaces and common areas, during times of high transmission. Departments requiring additional disinfecting should contact Facilities Maintenance to place a work order.

Return-to-Work Criteria:
Employees may return to work following flu, RSV, or COVID-19 infection based on the CDC isolation and exposure guidelines. Employees are required to follow CDC guidelines for isolation and exposure upon return, including CDC recommendations pertaining to masking and other safety precautions.
Existing union contract language and department requirements pertaining to "return-to-work" documentation apply to absences addressed within this policy.

Confidentiality and Respect:
Employees' health information should be kept confidential. Co-workers are expected to respect each other's privacy and refrain from discussing colleagues' health conditions. However, employees are also expected to demonstrate care and courtesy for their colleagues by notifying their supervisor of any close contacts in the workplace if they have exposed them to flu/RSV/COVID-19

FMLA requests
Employees within this bargaining unit can use leave without pay or applicable leaves banks during the first thirty (30) days of an approved leave under the FMLA. Once the leave has commenced, an employee will not be able to change their decision regarding the use of leave without pay or leave banks during this thirty (30) day period. Should the Family Leave extend beyond thirty (30) days, the requirement to exhaust leave banks will be in effect.

When you file for FMLA leave and are approved, you must choose to use leave banks until exhausted OR leave without pay for the first thirty (30) days (240) hours. If you decide to use leave without pay without exhausting your leave banks, your future FMLA requests will be coded as leave without pay until the 240 thirty (30 days) has been reached. After that, it will be coded as leave banks until exhausted. If FML-LWP is being utilized, it must be for thirty (30) days (240) hours consecutively, meaning you cannot use a FML-VAC one day and FML-LWP the next.

CALL-IN PROCEDURE
If an employee's need to use personal time is foreseeable, advance notice is required.
Personal Leave without notice is permitted if the leave is unforeseeable. For example, in the event of personal illness or incapacity over which the Employee has no reasonable control, or the illness or incapacity of a family member and the Employee is the only person available to render care.

Employees unable to work their shift due to unforeseeable circumstances shall notify their Supervisor no later than thirty (30 minutes before their normal work shift begins, or as soon as possible after the beginning of their shift if a Supervisor is not available until the shift begins.

Appendix D

1. **COVERAGE OF THE MERIT SYSTEM**

(Reference to SECTION II of the Merit System Resolution.)

1.1 This Resolution applies in its entirety to all employees paid by the County of

Oakland, except:

1.1.1 The employees of the Oakland County Road Commission, and

1.1.2 No provisions covering the manner of selection, appointment or removal from office or limitations of political activity shall apply to:

1.1.2.1 Officers elected by popular vote, and persons appointed to fill vacancies in such offices.

Department Classification

CIRCUIT COURT Circuit Court Judge
DISTRICT COURT District Court Judge
PROBATE COURT Probate Court Judge
CLERK/REGISTER County Clerk/Register of Deeds
PROSECUTING ATTORNEY Prosecuting Attorney
SHERIFF Sheriff
WATER RESOURCES COMMISSIONER Water Resources Commissioner
TREASURER County Treasurer
COUNTY EXECUTIVE County Executive

1.1.2.2 Officers and employees for whom the Constitution specifically directs the manner of appointment.

1.1.2.3 Members of Boards and Commissions, officers and employees specifically required by law to be appointees of the Board of Commissioners, the Governor or other non-County officials or official bodies. (Public Act 139 of 1973 permits the Board of Commissioners to create positions under the County Executive excluded from the Merit System.)

COUNTY EXECUTIVE Community and Minority Affairs Coordinator

Corporation Counsel
Deputy County Executive II
Director of Central Services
Director of Economic Development and Community Affairs
Director of Facilities Management
Director of Human Resources
Director of Health and Human Services
Director of Information Technology
Director of Management and Budget
Director of Public Services

Media and Communications Officer

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CIRCUIT COURT Caseflow Alternative Dispute Resolution Supervisor

Circuit Court Administrator
Court Clerk
Deputy Court Administrator
Friend of the Court
Manager Civil/Criminal Division/Judicial Assistant
Judicial Staff Attorney
Senior Court Reporter
Staff Attorney

DISTRICT COURT All Employees

1.1.2.4 One deputy or assistant to each of the elective offices, who in case of a vacancy in the elective office or inability of such elective officer to perform his or her duties, would be entitled to perform the duties of the office, until the vacancy is filled or the inability removed.

CLERK/REGISTER Deputy Clerk/Register of Deeds

PROSECUTING ATTORNEY Chief Deputy Prosecutor

SHERIFF Undersheriff

TREASURER Chief Deputy Treasurer

WATER RESOURCES COMMISSIONER Chief Deputy Water Resources Commissioner

1.1.2.5 The attorneys and Investigators employed by the Prosecuting Attorney's office.

PROSECUTING ATTORNEY

Assistant Prosecutor I
Assistant Prosecutor II
Assistant Prosecutor III
Assistant Prosecutor IV
Chief - Appeals
Chief - Circuit Court
Chief - Deputy Prosecutor
Chief - District Court
Chief – Juvenile Justice
Chief - Family Support
Chief - Prosecutor Administration
Chief - Warrants
Principal Attorney
Prosecutor's Investigator
Prosecutor Trainee

1.1.2.6 The Judicial Secretaries to the Circuit Court and Probate Judges.

CIRCUIT COURT Judicial Secretary

PROBATE COURT Judicial Secretary

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1.1.2.7 Those serving in temporary or part-time County positions. (Employees whose appointments are for 1,000 hours or less in a 12 month period and employees in the classification of Student).

1.1.3 The Human Resources Committee shall have final determination as to who shall be covered within the intent of this resolution. The exclusion of a classification from Merit System coverage must cite the subsection of the Merit System Resolution under which the exclusion is made.

1.1.3.1 Classifications specifically excluded from Merit System coverage due to Human Resources Committee action:

BOARD OF COMMISSIONERS Administrative Director of Program and Operations

Analysis

CLERK/REGISTER Administrative Assistant to Elected Official

COUNTY EXECUTIVE Adm.-Emergency Response & Preparedness

County Executive Assistant
Deputy Corporation Council
Deputy County Executive I
Deputy Director - Economic Development and
Community Affairs
Deputy Director - Human Resources
Deputy Director- IT
Deputy Director-Management & Budget
Risk Manager
South Oakland County Liaison/Special Project Coordinator

WATER RESOURCES COMMISSIONER Administrative Assistant to Elected Official

PROSECUTORS Administrative Assistant to Elected Official

SHERIFF'S OFFICE Administrative Assistant to Elected Official

TREASURER'S OFFICE Investment Administrator

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2. SALARIES

(Reference to Section VI-A of the Merit System Resolution)

2.1 SETTING OF SALARIES

All County salaries shall be set by the Board of Commissioners on the recommendation of the Human Resources Committee. Classes in the County belong to one of several groups for the purpose of setting salaries.

2.1.1 Salary Administration Plan

2.1.1.1 Unless otherwise designated, all County classes are evaluated using a point

factor method of job evaluation, as adopted by the Board of Commissioners on December 12, 1985 for grades 1-15, and on February 19, 1987 for grades 16-21. Each classification is evaluated on specific factors and receives a total point value. Each salary grade has a designated point range and classes are placed in a salary grade based on the total points the classification receives on the point factor job evaluation. Each salary grade has a specified salary range. All positions within the same classification have the same salary grade designation.

2.1.1.2 A limited number of classes may remain assigned to a salary grade, but be temporarily excepted from that grade. Such classes will be reviewed at regular intervals to determine if the exception should be continued. The Board of Commissioners, on the recommendation of the Human Resources Committee, shall determine which classes are excluded from the Salary Administration Plan.

2.1.1.2.1 Labor market exceptions to salary grade placement may be made temporarily when market data clearly demonstrates such a need.

2.1.1.2.2 Other exceptions to salary grade placement may be made temporarily due to unique situations.

2.1.2 Classifications excluded from the Salary Administration Plan are elected, appointed official, part-time, hourly and union represented classifications.

2.1.2.1 Salary ranges for these classifications may consist of a single rate or a series of salary rates.

2.1.2.2 These classifications are not evaluated using the point factor method of job evaluation and are not assigned to a salary grade.

2.1.2.3 Wages and salaries for union represented classes are negotiated and set forth in contractual agreements between the union and Oakland County, and approved by the Board of Commissioners.

2.2 SALARY GRADE PLACEMENT REVIEWS AND APPEALS

2.2.1 A department head wishing a re-evaluation of the salary grade placement for a classification shall make the request in writing to the Human Resources Department. Such a request shall identify changes that have occurred in the job duties since the original evaluation.

2.2.1.1 The Human Resources Department will review the request to determine whether job changes are sufficient to warrant a re-evaluation and will notify the department head in writing if the request is denied.

2.2.1.1.1 A department head may appeal the denial of a request to re-evaluate a salary grade placement by notifying the Human Resources Department in writing, identifying specific factors and evaluations which are considered inappropriate, and stating reasons. Upon receipt, the Human Resources Department shall schedule an appeal before the Job Evaluation Review Panel (see Section 2.2.3) where both sides shall present arguments.

2.2.1.2 If a re-evaluation is conducted, the Human Resources Department will notify the department head of findings regarding the point factor evaluations for the classification and the salary grade placement.

2.2.1.2.1 A department head may appeal the re-evaluation results by notifying the Human Resources Department in writing, identifying the factors and evaluations which are considered inappropriate and stating the reasons. The appealing department shall have up to 21 calendar days from the date of the notice prepared by the Human Resources Department in which to file an appeal. Upon receipt, the Human Resources Department shall schedule an appeal before the Job Evaluation Review Panel where both sides shall present their arguments.

2.2.2 An employee wishing a re-evaluation of the salary grade placement for his/her classification shall make a request in writing to his/her department head or division manager. Such a request shall identify changes that have occurred in his/her job since the original evaluation.

2.2.2.1 The department head or division manager shall forward the request to the Human Resources Department, along with a recommendation regarding the request.

2.2.2.2 The Human Resources Department will review the request and determine if job changes are sufficient to warrant a re-evaluation and will notify the employee in writing if the request is denied.

2.2.2.2.1 If an employee wishes to appeal the denial of a request for a reevaluation of his/her salary grade placement, the employee must submit a written request to the Human Resources Committee to have the appeal forwarded to the Job Evaluation Review Panel and cite reasons for the request. The Human Resources Committee may either forward the request or file it without further action.

2.2.2.3 If a re-evaluation is conducted, the Human Resources Department will notify the employee and the department head or division manager of the findings regarding the point factor evaluations for the classification and the salary grade placement.

2.2.2.3.1 An employee may appeal the re-evaluation results by notifying the Human Resources Department in writing, identifying the factors and evaluations which are considered inappropriate and stating the reasons. The appealing employee shall have up to 21 calendar days from the date of the notice prepared by the Human Resources Department in which to file an appeal. The Human Resources Department shall place the appeal on the agenda for the next meeting of the Human Resources Committee. The Human Resources Committee may either forward the request to the Job Evaluation Review Panel or file it without further action.

2.2.3 A Job Evaluation Review Panel consists of five members as specified in the Salary Administration Study Group Reports adopted by the Board of Commissioners on 2-3

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December 12, 1985 and February 19, 1987. The panel shall hear salary grade placement appeals that are forwarded from the Human Resources Committee or scheduled by the Human Resources Department.

2.2.4 The Human Resources Department shall present a quarterly report to the Human Resources Committee summarizing requested re-evaluations, recommendations on completed re-evaluations and findings of the Job Evaluation Review Panel on appeals heard.

2.2.4.1 The Human Resources Committee shall recommend salary grade changes to the Board of Commissioners.

2.2.4.2 Salary grade changes approved by Board of Commissioners are effective the beginning of the closest pay period following approval by the Board of Commissioners.

2.3 ANNUAL REVIEW OF SALARIES

The Human Resources Committee shall review salaries annually to determine if adjustments to the salary grade table and salary ranges for classifications are warranted.

2.4 PREPARATION OF SALARY SCHEDULE

The Human Resources Department shall annually prepare a Salary Schedule showing the latest approved salary ranges for County Classifications. The Salary Schedule shall be distributed to the Human Resources Committee members, elected officials, department heads, division managers and attendance clerks. Copies shall be available for inspection at the Human Resources Department.

2.5 APPLICATION OF SALARIES TO CLASSIFICATIONS

The salary range for a classification shall apply to all County positions and employees so classified.

2.6 SALARY RANGES

The salary set for a classification shall be called the salary range for that classification, whether the salary consists of a single rate or a series of salary rates.

2.6.1 The salary rate shall not include service increment pay, night shift differential or other bonuses.

2.7 STARTING SALARY RATE

The salary rate at which an employee begins employment in a given classification shall be the base rate of the class. Exceptions may be made upon recommendation by the department and subsequent approval by the Human Resources Department under the following conditions.

2.7.1 When the employee enters the new class by way of promotion or transfer from another County classification with a higher salary than the base rate of the new classification.

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2.7.2 When the employee possesses recent directly comparable work experience or academic qualifications which exceed the minimum requirements for the classification.

2.7.3 When there is an acute shortage of qualified applicants for the classification.

2.8 MERIT INCREASES

The advancement to the next higher rate within a salary range shall be called a Merit Increase and shall be based not only on the passage of the indicated length of service in the classification, but also on the written recommendation of the employee's department head as expressed on the official Human Resources Department Merit Increase form. The affected employee shall receive a copy of the completed Merit Increase form, whether the Merit Increase was granted or not. An approved Merit Increase shall be effective the pay period closest to the completion of the required length of service in the classification. A disapproved Merit Increase is a disciplinary action and may be appealed to the Personnel Appeal Board.

2.8.1 The indicated length of service in the classification shall include only service credited during that period toward the employee's Benefit Date under Rule 22.3.2.1.1.

2.9 SERVICE INCREMENT PAY

The Service Increment pay plan is based on Miscellaneous Resolution No. 2817-A, effective January 1, 1954, and provides that County employees and appointed County Officials be granted automatic salary increments in addition to the salary range for their classification, as based on the following schedule:

Years of County Percent of Current

Employment Salary Rate Step

7 years 2%
10 years 4%
13 years 6%
16 years 8%
19 years 10%

2.9.1 Employees initially appointed or hired or reappointed or rehired to eligible County employment on or after July 1, 1984 shall not be eligible for Service Increment Pay, except:

2.9.1.1 County employees who were eligible for Service Increment pay, separate from County service under Merit Rule 9.4, and then are rehired by the County under the guidelines of Merit Rule 12.3 or 12.4.

2.9.2 Service Increments become effective the payroll period nearest the completion of the required years of service.

2.9.3 Length of County employment is described in Rule 22, "Eligibility for Fringe Benefits."

2.9.4 Service Increment for an employee shall be computed on the current actual salary regardless of the current classification or salary history. Certain items shall not be considered a part of the salary for the purpose of computing service increment. Examples of such items include:

2.9.4.1 Bonuses, such as those paid to Registered Professional Engineers.
2.9.4.2 Night shift differential pay as covered under Section 2.11 of this rule.
2.9.4.3 Overtime payment.
2.9.4.4 Temporary changes of rate.
2.9.4.5 Incentive compensation.

2.10 OVERTIME PAY

2.10.1 Definition of Overtime

2.10.1.1 To be considered as overtime, the work and the time of doing it must have been assigned by the employee's department head or another supervisory employee given this authority by the department head in accordance with County overtime procedures.

2.10.1.2 All such time, in excess of a normal eight hour working day, worked in the 24 hour period beginning with the start of the employee's normal working shift that day, shall be considered as overtime and credited to the calendar day on which the 24 hour period began. Exceptions may be made in departments or divisions which have received approval from the Board of Commissioners and the County Executive to adopt work schedules other than eight hours per day, such as 4/40, flextime, etc.

2.10.1.4 For part-time employees, working time in excess of that worked by similarly situated full-time employees in a normal working day shall be considered as overtime as shall any time worked in excess of what the similarly situated full-time employee works in a normal work week.

2.10.1.5 See also, Rule 26, "Legal Holidays."

2.10.2 Eligibility for Overtime

2.10.2.1 All County Employees are eligible for overtime (as defined in Section 2.10 of this rule) except:

2.10.2.1.1 Officers elected by popular vote and persons appointed to fill vacancies in such offices.

2.10.2.1.2 Officers and employees for whom the constitution specifically directs the manner of appointment.

2.10.2.1.3 Members of Boards and Commissions specifically required by law to be appointees of the Board of Commissioners, the Governor or other non-County officials or official bodies.

2.10.2.1.4 The deputies or assistants to each of the elective officers excluded from coverage by the Merit System under Rule 1.

2.10.2.1.5 Executive, Administration or Professional employees interpreted by the Human Resources Committee as being excluded from the mandatory payment of overtime in accord with applicable Federal or State statutes, as determined by the appropriate governmental regulatory agency unless made eligible for overtime.

2.10.2.2 The classifications of those County employees and officials exempted from the payment of overtime shall be noted in the County's official salary schedule.

2.10.2.3 The incumbents in the exempted positions:

2.10.2.3.1 Shall not be compensated for overtime in either money or compensatory time except as further defined in other sections in this rule.

2.10.2.3.2 Shall be expected to average at least the number of hours per week as required by the standard County work week.

2.10.2.3.3 Shall have their work and contributions to the development and accomplishment of departmental and County programs and goals evaluated in terms of quality and quantity of production and achievement rather than on adherence to set specific working hours.

2.10.2.3.4 Shall be held to the established schedule of Annual Leave accumulation but shall be allowed a higher maximum accumulation than employees who are eligible for overtime, as shown in Merit Rule 23. Such employees may not take a continuous vacation of more than the maximum accumulation allowable an employee eligible for overtime with the same length of service under Rule 23. NOTE: This subparagraph refers to maximum accumulation only, and not to the rate of accumulation. Employees exempted from payment of overtime shall still be held to the rate of Annual Leave
accumulation based on their length of eligible County service as described in the rate table contained in Rule 23 - "Annual Leave."

2.10.2.3.4.1 Time absent from work and deviation from the official office hours of the employee's department must always be with the approval of the employee's department head who shall have the responsibility for evaluating the employee's performance and justifying permitted deviations from established hours of work.

2.10.2.3.4.2 Absence from work of less than one complete working day shall be compensated as if the employee were "on the job" and shall not be deducted from Annual Leave accumulations, Sick Leave accumulation or any similar leave plan.

2.10.2.3.4.3 Shall be compensated for periods of temporary military leave as though they were "on the job" except their salary for that period shall be offset by the amount of military pay received by the employee for that period.

2.10.2.3.4.4 Shall receive regular County pay while appearing as a witness if such leave is in accord with the provisions of Rule 14, whether subpoenaed as witness or appearing voluntarily.

2.10.3 Method of Compensation for Overtime

2.10.3.1 Eligible employees, as described in Section 2.10.2 above, shall be compensated for overtime, as previously described by payment in salary which shall be computed at the rate of one and one-half of the employee's normal salary rate.

2.10.3.1.1 The time and one-half salary rate shall be based on the hourly equivalent of the employee's annual salary, including their Service Increment, night shift differential, and temporary change of rate, if any.

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2.10.3.1.2 The following salary items are not to be included in the computation of time and one-half overtime pay.

2.10.3.1.2.1 Bonuses such as those paid to Registered Professional Engineers and Registered Land Surveyors, which are based on an annual amount.

2.10.3.2 All time to be compensated for shall be recorded on the employee's attendance record for the periods worked and on such other overtime requests and authorization forms as may be required.

2.10.3.3 Overtime compensated for by the addition of compensatory time to the employee's compensatory time accumulation prior to May 1, 1974 may be compensated for in salary under the following conditions:

2.10.3.3.1 If such a change is requested through the Human Resources Department by the employee's department head.

2.10.3.3.2 If funds are available for such payment.

2.10.3.3.3 If the compensatory time still remains in the employee's compensatory time accumulation.

2.10.3.3.4 If the time so compensated for in salary is removed from the employee's compensatory time accumulation.

2.10.3.3.5 When compensatory time for payment of overtime was entered in an employee's compensatory time accumulation, it was entered at the rate of time and one-half of the actual overtime worked. Payment from the compensatory time accumulation, therefore, must then be made at the straight time rate.

2.11 NIGHT SHIFT DIFFERENTIAL

2.11.1 Definition of Night Shift Differential

2.11.1.1 This is a bonus added to the salary rates of full-time eligible and part-time eligible employees in certain County positions for hours actually worked on the afternoon and midnight shift. The amount of the bonus shall be determined by Board of Commissioners Resolution or applicable collective bargaining agreements.

2.11.1.1.1 Shifts having four or more hours falling between 6:00 p.m. and 6:00 a.m. shall be considered eligible to receive the night shift differential pay for all hours worked on that shift, providing the positions involved are otherwise eligible.

2.11.2 Eligibility for Night Shift Differential

2.11.2.1 With the exception of employees on rotating shifts, all employees in positions which are assigned to eligible shifts, as described above, shall be considered as eligible to receive night shift differential pay.

2.11.2.1.1 Employees in eligible positions but normally assigned to non-eligible shifts who are temporarily assigned to an eligible shift, either as a temporary change of shift or as overtime, shall receive night shift differential for the number of hours worked on the eligible shift.

2.11.2.1.2 Employees in non-eligible positions whose overtime work includes time worked on an eligible shift shall not receive night shift differential pay for this time.

2.11.2.1.3 Employees in eligible positions assigned to eligible shifts shall not receive night shift differential pay when working on non-eligible shifts.

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2.11.2.1.4 Night shift differential pay shall be included in the salary rate which is used for the computation of time and one-half pay for the payment of overtime.

2.11.2.1.4.1 Employees in eligible positions who work overtime on eligible shifts shall receive overtime pay based on one and one-half times their normal salary, including night shift differential pay.

2.11.2.1.5 Employees in eligible positions who use Sick Leave, Annual Leave or are off on legal holidays, or other Leaves With Pay while assigned to an eligible shift, shall not receive night shift differential pay while on such leave.

2.12 METHOD OF PAYMENT - EMPLOYEES

2.12.1 Employees are paid bi-weekly (every other Friday).

2.12.2 The two week payroll begins on Saturday and ends on Friday, fourteen (14) days later.

2.12.2.1 Full-time employees normally work, and are paid for, ten working days during this 14 day period.

2.12.2.2 Because of shift change dates on rotating shifts, it is possible that a employee may work nine days in one pay period and eleven days in the immediately proceeding or succeeding period.
2.12.2.2.1 In this situation, such employees are paid the normal ten daysalary for each pay period.

2.12.3 Payday is the Friday following the Friday the payroll period ends.

2.13 METHOD OF PAYMENT - ELECTED AND CERTAIN

APPOINTED COUNTY OFFICIALS
Elected Officials, Officials appointed by the Board of Commissioners, and other County Officials as may be required by law are paid on the basis of the number of actual calendar days in the year and are paid through the day they receive their bi-weekly pay checks.

2.14 METHOD OF PAYMENT ON SEPARATION
(See Rule 9 - "Separations")

2.15 METHOD OF PAYMENT FOR THE LOSS AND GAIN OF TIME DUE TO CHANGES FROM STANDARD TIME TO DAYLIGHT SAVINGS TIME AND RETURN

2.15.1 The shift on duty when the time change is made from Eastern Standard time to Daylight Savings time will be paid for the normal eight hour shift, even though the actual time of work is one hour less.

2.15.2 The shift on duty when the time change is made from Daylight Savings time back to Eastern Standard time will be paid for the normal eight hour shift, even though the actual time of work is one hour more.
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3. CLASSIFICATION PLAN
(Reference to Section VI-A of the Merit System Resolution)
3.1 ALL OF THE POSITIONS IN THE COUNTY SERVICE SHALL BE GROUPED INTO CLASSIFICATIONS SO THAT ALL POSITIONS REQUIRING THE SAME GENERAL TYPE OF WORK OF THE SAME GENERAL LEVEL WITH THE SAME
RELATIVE DUTIES AND RESPONSIBILITIES SHALL HAVE THE SAME CLASSIFICATION.

3.1.1 A position shall be defined as a unit of duties and responsibilities to be carried out by one employee, normally on a full work year basis.

3.1.1.1 A governmental position is one which is paid from a department's budgeted salaries appropriation through the General Fund.

3.1.1.2 A special revenue position is paid from the proceeds of specific revenue sources that are legally restricted to expenditures for specified purposes.

3.1.1.3 A proprietary fund position is paid either from an Enterprise Fund, whereby the costs of providing goods and services to the general public on a continuing basis is financed or recovered primarily through user charges; or from an Internal Services Fund whereby the financing of goods or services provided by one department or agency of the County, or to other governments, is on a cost reimbursement basis.

3.1.1.4 Governmental, special revenue and proprietary fund positions shall be established by the Board of Commissioners, either as part of the County's budget process or as a separate action by the Board of Commissioners.

3.1.2 A classification shall be defined as the title given to all County positions having the same general type of work with relatively the same duties and level of responsibilities.

3.1.3 New classifications shall be created only by the Board of Commissioners on the recommendation of the Human Resources Committee.

3.2 DETERMINATION OF CLASSIFICATION

3.2.1 The classification of each position shall be arrived at by the Human Resources Department.

3.2.1.1 The Human Resources Department shall maintain an up-to-date written class specification describing each classification covered by the County Classification plan.

3.2.1.2 Classification determinations shall be arrived at by the Human Resources Department and approved by the Human Resources Committee after study of the duties and responsibilities of the positions involved and after consultation with the department head/division manager involved.

3.2.1.3 A department wishing the classification of a position studied shall make such a request in writing to the Human Resources Director.
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3.2.1.3.1 Such a request shall identify the reasons for requesting reclassification.

3.2.1.3.2 The Human Resources Department shall review the request and shall determine whether a classification study is warranted based on the reasons cited in the request. The Human Resources Department shall respond within thirty calendar days regardless of whether or not a study is warranted and shall cite reasons for taking such a position.

3.2.1.4 An employee wishing to have the classification of his/her position studied shall make such a request in writing to his/her department head/division manager. The

department head/division manager shall note that he/she has seen the request and forward it to the Human Resources Director along with a recommendation as to the need for a study no later than 14 days after receipt of request.

3.2.1.4.1 Such a request shall identify the reasons for requesting reclassification.

3.2.1.4.2 The Human Resources Department shall review the request and shall determine whether a classification study is warranted based on the reasons cited in the request. The Human Resources Department shall respond within 30 calendar days after receipt of the request from the department head/division manager regardless of whether or not a study is warranted and shall cite reasons for taking such a position.

3.2.1.4.3 If an employee has requested a classification study, and if that request has been found by both the Human Resources Department and the Human Resources Committee to not warrant such a study, then any subsequent request by that employee for a classification study, so long as the employee remains in that same classification, must specifically identify the job elements which have been changed or added since the time of the earlier request.

3.2.1.4.4 If a study is determined to be warranted, the Human Resources Department shall send a job analysis questionnaire to be completed by the employee and signed by the employee's supervisor.

3.2.1.4.5 The Human Resources Department shall complete the classification study within 120 days of the date the completed and signed questionnaire is returned to the Human Resources Department.

3.2.1.4.6 If the classification study results in upward reclassification of the employee's position, the reclassification will be effective on the beginning of the pay period closest to the date the employee returned the completed questionnaire to the Human Resources Department.

3.2.1.4.7 If the classification study results in lateral or downward reclassification of the employee's position, the reclassification will be effective on the beginning of the closest pay period following the determination.

3.2.1.5 A written notice of classification determination shall be sent to the current incumbent of the position in question and to the department head/division manager within five days after the determination has been reached.

3.3 FORMS OF CLASSIFICATION DETERMINATIONS

3.3.1 NO CHANGE is a determination that the position is correctly classified at its

present classification.

3.3.2 A LATERAL RECLASSIFICATION is a determination that a position should be reclassified to a classification having the same maximum salary.
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3.3.3 AN UPWARD RECLASSIFICATION is a determination that a position should be reclassified to a classification having a higher maximum salary.

3.3.4 A DOWNWARD RECLASSIFICATION is a determination that a position should be reclassified to a classification having a lower maximum salary.

3.3.4.1 An incumbent in a position reclassified downward, who remains in that position, shall be reduced to the lower classification immediately, but shall remain at his/her present salary rate, receiving no further upward salary adjustments until such time as the maximum salary for the new classification of the position equals or exceeds his/her salary on the date the position was reclassified downward. An incumbent who is eligible to receive Service Increment shall have such Service Increment computed on the salary rate being paid.

3.3.4.2 An incumbent in a position reclassified downward may apply to the Human Resources Department for transfer into another position of the same classification from which his/her position was reclassified. This request shall be treated as all other requests for lateral transfer.

3.4 APPEAL OF CLASSIFICATION DETERMINATION

3.4.1 The Human Resources Committee shall appoint a Classification Determination Hearing Subcommittee to consist of three members and one alternate. Appointments shall be made for a one-year term to run from January 1st thought December 31st. The Subcommittee shall hear appeals of the Human Resource Department's determinations from either employees or department heads/division managers and report findings of fact and a recommendation to the Human Resources Committee. The Human Resources Committee shall review the Subcommittee's findings of fact and recommendation and make a final determination on the classification appeal.
3.4.1.1 An appealing party shall have up to five work days after receipt of the notice of classification determination in which to notify the Human Resources Department of the appeal.
3.4.1.2 On receipt of a classification appeal the Human Resources Director shall place the classification appeal on the agenda of the next meeting of the Human Resources Committee.
3.4.1.3 The Classification Determination Hearing Subcommittee shall schedule the classification appeal hearing within 30 days of the notification to the Human Resources Committee by the Director of Human Resources.

3.4.1.4 The Classification Determination Hearing Subcommittee shall select its chairperson from the members.
3.4.1.5 The Classification Determination Hearing Subcommittee procedures may be changed by a majority vote of the Human Resources Committee members.
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4. FILLING OF VACANCIES

(Reference to Section VI-B of the Merit System Resolution)
All County positions, except those specifically exempted by the provisions of the Merit System Resolution, shall be filled by one of the following manners. For each vacancy, department heads shall complete and send to the Human Resources Department a "Personnel Requisition" which gives them the choice of persons from any of the following methods. The methods are separate and distinct and department heads should carefully consider all available options before selecting one. Once the choice has been made, department heads will be bound by their original decision unless unusual circumstances or minimal recruiting response warrant reconsideration of how the position could best be filled. The Human Resources Department has the final responsibility for administration and efficient implementation of this Rule in accordance with applicable provisions of the Merit System Rules, administrative guidelines as established by the County Executive, and Personnel Policy as adopted by the Board of Commissioners.

4.1 OPEN COMPETITIVE APPOINTMENT

4.1.1 For each vacancy, department heads shall have their choice of the top five candidates, inclusive of tied scores, or top band/group if banding/grouping of scores is used, on the current eligible list resulting from an open competitive examination for the classification of the vacancy. The Human Resources Department shall certify the current top five eligibles or the top band/group to the department head in writing.

4.1.2 Persons receiving open competitive appointments must successfully complete a six month probationary period before the appointment shall be considered complete.
4.1.2.1 Probationary employees successfully completing the probationary period shall receive regular Merit System status giving them the right to appeal to the Personnel Appeal Board on those Human Resources actions within the Appeal Board's jurisdiction; the right to appeal to the Human Resources Committee on matters under that body's jurisdiction; and such other rights as spelled out in these rules and regulations as applying to employees with regular status.

4.1.2.2 Probationary employees failing to successfully complete their probationary period are separated from County employment without benefit of appeal to the Personnel Appeal Board and their names shall not be reinstated on the eligible list for that classification until they have successfully retaken the entire current open competitive examination for that classification.

4.1.2.3 Present County employees with Merit System status who have applied for and

passed an open competitive examination are eligible for appointment to a position without separating from County service or giving up their Merit System status, providing they are among the top five candidates, inclusive of tied scores, or top band/group if
banding/grouping of scores is used, on the eligible list. In such instances, those Human
Resources transactions will be handled in accordance with the provisions of this rule
established for inter-departmental promotion, inter-departmental transfer, intradepartmental promotion, or intra-departmental transfer, whichever is applicable.
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4.2 RE-EMPLOYMENT OF A FORMER COUNTY EMPLOYEE
For each vacancy, department heads shall have their choice of any former County
employee eligible for reemployment under Rule 12.

4.3 INTER-DEPARTMENTAL TRANSFER OF A PRESENT COUNTY EMPLOYEE

4.3.1 For each vacancy, department heads shall have their choice of any present
County employee outside of their department who meets all of the following
considerations:

4.3.1.1 Has Merit System status in the same classification or a classification with the
same or higher maximum salary, except:
Employees cannot be transferred while serving a probationary period resulting
from an open competitive appointment. Any movement into a new classification or
another department from that originally appointed requires another open competitive
appointment. The provisions of this section of the rule may be waived in the event of an
imminent layoff. Employees reappointed during their initial open competitive probationary period shall have their original appointment date used for the purpose of determining eligibility for and computation of all fringe benefits.

4.3.1.2 Meets at least the minimum qualifications for the classification of the vacancy as
shown in the current examination announcement for that classification, or if such an
examination is not open, the latest written specification for that classification.

4.3.1.3 The employee has agreed to transfer into the vacancy in question.

4.3.1.4 The employee's present department head has agreed to the transfer. The
department head's agreement cannot be withheld unless a compelling and continuing
need for the employee's services can be demonstrated. If this matter cannot be resolved by the parties involved, the Director of Human Resources shall have the authority to effect or deny the transfer request.

4.3.2 The Human Resources Department shall have forms available for County
employees requesting transfer into another department. Employees must specify on this
form the department and classification into which they are interested in transferring. The

Human Resources Department shall forward copies of appropriate transfer requests and updated application forms to department heads requesting to fill vacancies in this manner. A request for transfer will only be considered for a period of one year following the date of such request. After one year the individual still interested in a transfer must request an extension from the Human Resources Department.

4.4 INTRA-DEPARTMENTAL TRANSFER OF A PRESENT COUNTY EMPLOYEE

4.4.1 For each vacancy, department heads shall have their choice of any present County employee within their department who meets all of the following considerations:

4.4.1.1 Has Merit System status in a classification with the same or higher maximum salary step.

Employees cannot be transferred while serving a probationary period resulting from an open competitive appointment. (Any movement into a new classification from that originally appointed would require a new open competitive appointment.) The provision of this section of the rule may be waived in the event of an imminent layoff. Employees reappointed during their initial open competitive probationary period shall have their original appointment date used for the purposes of determining eligibility for and computation of fringe benefits.

4.4.1.2 Meets at least the minimum qualifications for the classification of the vacancy as shown in the current examination announcement for that classification, or if such an examination is not open, the latest written specification for the classification.

4.4.1.3 The employee has agreed to transfer into the vacancy in question.

4.4.2 This section of the Merit System Rules shall not be interpreted as applying to the reassignment of an employee with Merit System status to any similarly classified position covered by the Merit System within that division or department. The reassignment of an employee is defined as any position change consistent with the employee's current classification, between divisions within a department, or a change in assigned duties or position within a division consistent with the employee's current classification. Such reassignments may be made at the discretion of the department head.

4.5 INTER-DEPARTMENTAL PROMOTION OF A PRESENT COUNTY EMPLOYEE

4.5.1 In filling a vacancy, department heads can elect to consider eligible County employees from other departments to fill a vacancy in their department by an interdepartmental promotion.

4.5.1.1 Such inter-departmental promotional opportunities shall be announced and posted on the official Human Resources Department bulletin board for a minimum of seven calendar days, during which time County employees may express their interest by filing an application with the Human Resources Department within the specified time period.

Applications received after the filing deadline will not be considered for the vacancy in question.

4.5.1.2 Notice of such opportunities shall be distributed and posted in locations deemed appropriate by the Human Resources Department.

4.5.2 Applicants for inter-departmental promotion must meet the minimum qualifications for the classification, as shown on the current announcement. In addition, applicants must have Merit System status in any classification with a maximum salary lower than that of the classification of the position in the department into which they are interested in being promoted.

4.5.2.1 Department heads may select any qualified person who applied for the interdepartmental promotion.

4.5.2.2 Department heads may request that an examination be conducted by the Human Resources Department to help select the best qualified applicants. If such an examination is requested, department heads must make their selection for inter-departmental promotion from among the top five candidates, inclusive of tied scores, or top band/group if banding/grouping of scores is used, on the eligible list.

4.5.3 Employees accepting an inter-departmental promotion will not be considered permanent employees of their new department for six months following the effective date of their promotion. If, during that time the employee's new department head does not feel the employee's performance is satisfactory, the employee shall be returned to his or her previous department without the employee's consent or right to appeal.

4.5.3.1 If the employee's previous position in the department from which they were promoted is yet unfilled, the employee will be returned to that department and position in their previous classification and salary step with full Merit System status.

4.5.3.2 If the employee's previous position has already been filled, the originating department shall be required to accept the employee's return and remain temporarily overstaffed. The next vacancy in the employee's original classification, or another classification in the same series, will then automatically be filled by the returning employee.

4.5.3.3 An employee returning to the department from which they were promoted during this six month period may be assigned new duties and responsibilities consistent with his or her classification.

4.5.4 County employees promoted under this section shall serve a six month probationary period before the promotion shall be considered complete.

4.5.4.1 Promoted employees successfully completing their probationary period shall receive regular Merit System status in the classification to which they have been promoted.

4.5.4.2 Promoted employees failing to successfully complete their probationary period shall be demoted to the highest classification in which they have regular Merit System status and shall be returned to their previous department as described earlier in this Section, without the right of appeal to the Personnel Appeal Board.

4.5.5 After the successful completion of this six month period, the employee will be considered a permanent employee of the department to which they were promoted.

4.5.6 The employee must agree to the inter-departmental promotion. The employee's present department head must be consulted regarding the promotion and must agree to reasonable transitional terms and conditions of the promotion before the action can be effective. To ensure that inter-departmental promotions do not result in excessive overstaffing or expense, the Human Resources Department must also approve such transactions.

4.6 INTRA-DEPARTMENTAL PROMOTION OF A PRESENT COUNTY EMPLOYEE

4.6.1 For each vacancy, department heads may promote a present County employee from their department who meets all of the following considerations:

4.6.1.1 Has Merit System status.

4.6.1.2 Meets at least the minimum qualifications for the classification of the vacancy as shown in the current examination announcement for that classification, or if such an examination is not open, the latest written specification for that classification.

4.6.1.3 Ranks as one of the top five candidates inclusive of tied scores, or top band/group if banding/grouping of scores is used, on the eligible list, if a promotional examination is given under Section VI, B, 3a of the Merit System Resolution.
4.6.1.4 Has agreed to the promotion into the vacancy in question.
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4.6.2 County employees promoted under this section shall serve a six month probationary period before the promotion shall be considered complete.

4.6.2.1 Promoted employees successfully completing their probationary period shall receive regular Merit System status in the classification to which they have been promoted.

4.6.2.2 Promoted employees failing to successfully complete their probationary period shall be demoted to the highest classification in which they have regular Merit System status, without the right of appeal to the Personnel Appeal Board.

4.6.2.3 Promoted employees failing to successfully complete their probationary period may be assigned their previous duties or new duties and responsibilities consistent with their previous classification in any division of their department that would normally utilize that classification.

4.6.3 The provisions for temporary overstaffing, as provided for in Section 4.5.3.2 shall not apply to intra-departmental promotions of County employees.

4.7 PROVISIONAL APPOINTMENT

4.7.1 If it is necessary to fill a position before a competitive examination can be held, a person can receive one non-renewable provisional appointment for a period of not more than six months. All provisional appointments must be approved in advance by the Human Resources Department. If the department head and the Human Resources Department disagree on the need for a provisional appointment, the matter shall be referred to the Human Resources Committee for a final decision.

4.7.1.1 No provisional appointment can be made when an eligible list is in existence for that classification, or if the open competitive examination is currently announced.

4.7.1.2 Provisional appointees must meet the minimum qualifications for the classification, as shown on the current examination announcement for that classification, or if such an examination is not open, the latest written specification for that classification.

4.7.2 To receive a regular appointment to County service, a provisional appointee must pass an open competitive examination for the classification in question and rank in the top five candidates, inclusive of tied scores, or top band/group if banding/grouping of scores is used, to be immediately certified from the resulting eligible list and be selected by the department head.

4.7.3 Provisional appointees who fail in their attempt to pass the open competitive

examination for the classification in question cannot continue their employment beyond six months from the date of their appointment or ten working days from the date that the certification is issued to the department head, whichever comes first.

4.7.4 Provisional appointees who receive a regular open competitive appointment to the position they held as a provisional appointee must serve a six month probationary period. However, all time served as a provisional appointee in that classification and that department shall count toward the probationary period, providing there is no break in service.

4.8 PART-TIME NON-ELIGIBLE APPOINTMENT

4.8.1 Department heads can elect to fill a vacant position by the appointment of a parttime non-eligible employee.
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4.8.1.1 A part-time non-eligible appointment shall be defined as an appointment of personnel where the employee is not eligible for employee benefits (see Merit Rule 22) and does not acquire Merit System status (see Merit Rule 7).

4.8.1.2 A part-time non-eligible appointment is further defined as an appointment of personnel not to exceed a total of 1,000 paid hours between the months of January through December of the same year.

4.8.1.3 Department heads shall be responsible for assuring that part-time non-eligible employees are separated prior to exceeding 1,000 hours of work. Any part-time noneligible appointee exceeding 1,000 hours shall be terminated immediately by the Human Resources Department.

4.8.1.4 Employees in the classification of Student shall be considered part-time non-eligible employees regardless of the number of hours worked. Students are not eligible for employee benefits and do not attain Merit System status. All hours accumulated under student status shall count toward the 1,000 hour maximum accumulation if transferred to a part-time non-eligible position other than student.

4.8.2 If an eligible list exists for the classification in question, the department shall first consider applicants from that list who are interested in part-time non-eligible appointments.

4.8.2.1 Applicants for part-time non-eligible positions must meet the minimum qualifications for the classification, as shown on the current examination announcement for that classification, or if such examination is not open, the latest written specification for that classification.

4.8.2.2 No time served in a part-time non-eligible position will be credited towards a probationary period.

4.8.2.3 While persons may receive more than one part-time non-eligible appointment, the total hours worked from all such appointments may not exceed a total of 1,000 paid hours from January through December of the same year.

4.8.2.4 Persons appointed as part-time non-eligible employees will not be eligible for any of the employee benefits granted to permanent employees, in accordance with the provisions of Rule 22.

4.9 PART-TIME ELIGIBLE APPOINTMENT

The department head may elect to fill a vacancy with a part-time eligible employee. Such appointments should be made only in those circumstances where permanent part-time help is required on a year-round basis for the most effective and efficient utilization of personnel and where it is anticipated employment would be for more than 1,000 hours in a calendar year.
Employees who do not actually work more than 1,000 hours in any calendar year following the year of appointment shall lose Merit System status and eligibility for fringe benefits and any continued employment shall be deemed part-time non-eligible.

4.9.1 All such appointments shall be made from the top five candidates, inclusive of tied scores, or top band/group if banding/grouping of scores is used, on the eligible list who are interested in part-time work.

4.9.1.1 Department heads requesting to fill a position on a part-time basis must indicate on the Personnel Requisition the number of hours per week and the work schedule of the position they desire to fill.
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4.9.1.2 The employee appointed in this manner shall be eligible for employee benefits in accordance with Rule 22.

4.9.2 A part-time eligible appointee shall serve a six month probationary period in accordance with Rule 7.

4.9.3 Employees in part-time eligible positions as of March 1, 1985, shall continue to be granted those employee benefits and other Merit System privileges available to those employees working more than 1,000 hours within a 12 month period but less than fulltime.

Part-time eligible employees under this provision must work more than 520 hours in each calendar year and remain continually employed in order to maintain their Merit System and employee benefit eligibility status.

NOTE:
The change in definition from over 520 hours to over 1,000 hours within a 12 month period for part-time eligible employment shall apply to all non-represented and those represented employees whose labor agreement provides for this change.

4.10 TEMPORARY CHANGE OF RATE
Requests for temporary change of rate must be approved in advance by the Human Resources Department. When a position becomes vacant in the department as a result of military leave, short term disability leave, leave of absence without pay, etc., and where it is impractical to re-distribute the duties of the employee on leave, a department head may request that a present employee from that department in a lower classification, temporarily assume the duties of the employee on leave. During that time, the employee filling in will receive a salary at the base of the higher level classification, except in those cases where this would result in a decrease in salary in which case the employee would be placed at the lowest salary step which would result in an increase. Increased earnings resulting from a temporary change of rate, will not be counted in establishing the base upon which a service increment is computed. In order to be eligible for this temporary change of rate, the employee temporarily filling in must assume all
the duties of the higher level vacant position.

4.10.1 Payment shall not be made to an employee unless the temporary re-assignment extends beyond 30 calendar days. The Human Resources Department will then authorize payment retroactive to the first day of the temporary assignment.

4.10.2 No time during which an employee is being paid a temporary change of rate may be applied towards a probationary period in the higher classification.

4.10.3 A temporary change of rate may not exceed six months and may not be renewed.
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5. EXAMINATIONS
(Reference to Section VI-C through H, of the Merit System Resolution which are herein repeated in their entirety)
C. That open competitive examinations shall be open to all persons who meet the minimum qualifications for the classification as spelled out in the latest approved written specification for the classification.
1. Applications to take an open competitive examination may be rejected if the applicant fails to meet the minimum qualifications for the classification; if the application was not received, postmarked or electronically submitted with confirmation by the announced last date for filing applications; if the applicant has a documented record of pervious unsatisfactory service in County employment or elsewhere, of such nature as to demonstrate unsuitability for employment in a position of the classification for which he or she is applying; or if the applicant has

been found guilty of a felony, a crime or moral turpitude or has received a dishonorable discharge from the armed forces of the United States. (The application of this section to be tempered by the nature of the crime, the applicant's subsequent rehabilitation and the type of position applied for.)
D. That examination shall be conducted and scored in an objective manner and may be made up of written tests or oral tests or performance tests or personality evaluations or physical ability (agility) tests or involve a rating of past experience and training, or be made up of a combination of such tests.
E. That examinations shall be publicly announced at least seven calendar days in advance of the last date for filing applications by means of an announcement posted on the official bulletin board in the County Human Resources Department, by advertisement in the two County published newspapers with the largest County circulation and by such other means as the Human Resources Director shall deem appropriate.
F. That written notification shall be sent to each qualified applicant at least five calendar days in advance of the examination, notifying him of the time and place of the examination.
1. Rejected applicants shall be notified at the same time, giving the reasons for their rejection.
2. Rejected applicants shall have the right to first review their application with the Human Resources Department and, if not satisfied, to appeal the rejection to the Personnel Committee which shall have the power to reverse, modify or affirm the Human Resources Department's action.
G. That all candidates shall be sent written notification of their examination scores and successful candidates shall be given their ranking on the eligible list.
1. All candidates shall have the right to first review their examination results with the Human Resources Department and, if not satisfied, to appeal the examination results with the Personnel Committee which shall have the power to reverse, modify or affirm the Personnel Department's action.
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H. That in the filling of a vacancy, County Department Heads shall have their choice of the top five candidates, inclusive of tied scores or top band/group if banding/grouping of scores is used, on the eligible list for the classification of the vacancy.
1. Eligible lists shall remain in effect for six months unless exhausted, superseded by a new eligible list for that classification or extended for another six months by the Personnel Committee.

5.1 DEFINITION OF EXAMINATION

5.1.1 Examination shall be defined to mean the total battery of tests and other selection devices used to rank all candidates for that particular classification during the life of that examination. In cases where a classification covers positions in more than one division or where the class covers multiple positions which individually require different skills,

examinations may be specialized to measure those skills required for the specific vacancy or area of specialization. Eligibility lists resulting form such "Specialized Examinations" shall be used only to fill vacancies requiring the specific skills tested.

5.1.1.1 See Section VI, D of the Merit System Resolution.

5.1.1.2 See Rule 4 "Filling of Vacancies". When a vacancy exists in a classification which is one of a series of classes differentiated by the level of experience required and/or the level of skills measured on a performance test as part of the examination, an eligible list resulting from a higher level class in the series may be used as an appropriate eligible list from which to fill vacancies in a lower level class in that series if:

5.1.1.2.1 No eligible list exists for the lower level classification, and if

5.1.1.2.2 Certification is made from the top five candidates, inclusive of tied scores, or top band/group if banding/grouping is used, on the current eligible list willing to accept a position in the lower classification, and if

5.1.1.2.3 The certified eligible is paid within the salary range for the lower classification.

5.1.2 Each Merit System examination shall be given a number which shall identify that examination from the date it is announced until the resulting eligible list has expired, is superseded by the list of a succeeding examination or is combined with the list of a succeeding examination. The examination may never be administered if applicants are not forthcoming, may be given once or may be administered many times over a long period of time, as the needs of the County dictate.

5.2 PURPOSES OF EXAMINATION

5.2.1 Examinations shall be given to fill present or future vacancies in a particular classification.

5.2.1.1 See Rule 4 "Filling of Vacancies".

5.3 EXAMINATIONS WITH CLOSING DATES

5.3.1 Examinations may be announced with a definite announced period for the acceptance of applications.

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5.3.1.1 The last date for the acceptance of applications shall be clearly stated on the official examination announcement and in the official newspaper announcement of the examination. There will be no newspaper announcement for promotional examinations.

5.3.1.2 This filing period shall be at least seven calendar days. (Section VI, E of the Merit System Resolution.)
5.3.1.3 Applications must be received at the County Human Resources Department before 5:00 p.m. on the announced last date for filing applications, be electronically submitted with confirmation or be postmarked on or before that date in order to be accepted.

5.4 CONTINUOUS EXAMINATIONS

5.4.1 Examinations may be announced as CONTINUOUS EXAMINATIONS with applications being accepted until further notice.

5.4.1.1 The statement that applications will be accepted until further notice shall be clearly stated on the official examination announcement and in the official newspaper announcements of the examination. There will be no newspaper announcement for promotional examinations.

5.4.1.2 Continuous examinations shall be administered whenever sufficient applications have been received and as the need of the County Service dictate.

5.4.1.3 Successful candidates on continuous examinations shall be added to the eligible list resulting from that examination in order of their total examination score, regardless of when they took the examination. The certification of eligibles from eligible lists resulting from continuous examinations shall be made from those on the list the date the certification is made.

5.4.2 Continuous examinations shall be closed by the posting of a formal notice, signed by the Human Resources Director, on the official bulletin board in the County Human Resources Department, at least seven calendar days in advance of the last date for filing applications.

5.5 APPEAL OF APPLICATION REJECTION OR EXAMINATION RESULTS

5.5.1 All applicants shall have the right to review their results with the Human Resources Department. The requested review of the examination results must be made within 30 calendar days following the mailing of notice of examination results to the candidate. If not satisfied with the Human Resource Department's explanation, the applicant can appeal that decision to the Human Resources Committee within five calendar days following the review with the Human Resources Department.

5.5.2 Candidates wishing to appeal application rejection or examination results to the Human Resources Committee shall submit a letter to the Director of Human Resources requesting the appeal. This letter shall contain the basis for the request and any supporting rationale as well as the relief sought. The Human Resources Department will prepare a response and forward the candidate's request and department's response to

the Human Resources Committee for determination. The Human Resources Committee may resolve the issue on the basis of the written material or schedule an examination appeal hearing.
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6. ELIGIBLE LISTS
(Reference to Section VI, H of the Merit System Resolution)

6.1 DEFINITION

6.1.1 An eligible list is the list of all candidates who have taken and passed all portions of an examination, ranked according to their total examination score, inclusive of tied scores, or top band/group if banding/grouping of scores is used, with the highest score being ranked as number one.

6.1.1.1 If the examination has a closing date, the names of all successful candidates are placed on the eligible list resulting from that examination at one time and will retain their relative ranking throughout the life of that eligible list.

6.1.1.2 Successful candidates on continuous examinations shall be added to the eligible list resulting from that examination in order of their total examination score, regardless of when they took that examination.

6.1.2 The eligible lists shall be prepared by and kept at the Human Resources Department. The Human Resources Department has the final responsibility for administration and implementation of this rule in accordance with applicable provisions of the Merit System Rules, administrative guidelines as established by the County Executive and Personnel Policies as adopted by the Board of Commissioners.

6.2 USE OF ELIGIBLE LISTS

6.2.1 Section VI, H of the Merit System Resolution states in part, "That in the filling of a vacancy, County Department Heads shall have their choice of the top five, inclusive of tied scores or top band/group if banding/grouping of scores is used, on the eligible list for the classification of the vacancy."

6.2.2 For the filling of a vacancy, the department head shall submit a requisition for an employee, on a form provided by the Human Resources Department.

6.2.3 If the department head has stated on the requisition that the position is to be filled by an open competitive appointee, the Human Resources Department shall issue a certification showing the names of the top five candidates, inclusive of tied scores or top band/group if banding/grouping of scores is used on the appropriate eligible list.

6.2.3.1 The certification of candidates shall be made from those on the eligible list on the date the certification is made.

6.2.3.2 A canvass of the candidates on a list may be made prior to certification to determine current availability of candidates interested in the vacancy and work location of the pending certification.

6.2.3.3 If any of the five certified candidates become unavailable or uninterested in the vacancy in question, after the certification has been issued, an amended certification can be made, to maintain the number of available candidates at five.
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6.2.3.4 Candidates may request to be considered for employment in particular departments or work locations only.

6.3 REMOVAL OF NAMES FROM ELIGIBLE LIST

6.3.1 Names shall be removed from eligible lists for the following reasons:
(Candidates removed form the eligible list for reasons, other than 6.3.1.1 and

6.3.1.2 below shall be so notified by certified mail, return receipt requested, giving the reasons for the removal.)

6.3.1.1 Having been appointed to a County position in the classifications of the eligible list. Unless otherwise requested by the candidate, the above names shall also be removed from the eligible lists of all lower paying classifications on which they may appear.

6.3.1.2 At the request of the candidate.

6.3.1.3 Failing to pass the Employment Medical Examination.

6.3.1.4 Declining employment on two occasions after receiving an appointment and accepting it.

6.3.1.5 Twice failing to appear for employment interviews with departments after having agreed to appear at specific times and places without notice of cancellation or evidence of attempting to reschedule such appointments.

6.3.1.6 Being unavailable for employment interviews with departments during normal County working hours on three separate occasions, except for reasons of personal illness.
6.3.1.7 Being unreachable at the address given by the candidate as evidenced by an unsuccessful attempt by mail, return receipt requested or failure to respond to a certified letter witnessed by a signed return receipt. If this letter remains unclaimed after 30 days

from the initial mailing, a second letter shall be issued to the candidate formally advising them that their name will be removed from the eligible list unless the Human Resources Department is notified by the candidate of their continued interest and availability. During the period while the candidate is unreachable, they shall not be considered for certification.

6.3.2 Names may be removed from eligible lists for the following reasons: (Candidates shall be so notified by certified mail, return receipt requested, giving the reasons for the removal.)

6.3.2.1 A verifiable falsification on the candidate's application.

6.3.2.2 Documented evidence that the candidate has been found guilty of a felony, a crime of moral turpitude or has received a dishonorable discharge from the Armed Forces of the United States.

6.3.2.3 A documented unsatisfactory work record reported by a previous employer during a reference investigation or from previous unsatisfactory service with the County.

6.3.2.4 Documented evidence that the candidate suffers from a condition of such a nature which would render him or her unable to perform the essential functions of the position in the classification of the eligible list.

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7. PROBATIONARY PERIOD

(Reference to Section VI, I of the Merit System Resolution)

7.1 WHO MUST SERVE A PROBATIONARY PERIOD

7.1.1 Employees who have received an open competitive appointment to a covered Merit System position.

7.1.2 Employees having regular Merit System status, who have been promoted to a classification with a higher maximum salary. (See also Rule 4)

7.1.3 Former County employees who have been re-employed in a covered Merit System position under Rule 4.

7.1.4 Students and employees appointed to part-time non-eligible employment, do not serve a probationary period and are not eligible for Merit System status. Time served as a student or part-time non-eligible employee shall not be credited toward Merit System status for any classification.

7.2 DEFINITION OF PROBATIONARY PERIOD

7.2.1 The probationary period shall be a six month trial period immediately following an employee's open competitive appointment, promotion or re-employment, under Rule 4 with the exceptions noted in Section 7.4.1, below.

7.2.2 The probationary period is a continuation of the selection, promotional or reemployment process and the appointment, promotion or re-employment is not complete until the employee has successfully completed the probationary period.

7.3 EFFECT OF PROBATIONARY PERIOD ON AN EMPLOYEE

7.3.1 During the probationary period following an open competitive appointment or reemployment, an employee does not have regular Merit System status and does not have the right to appeal a dismissal, suspension or disciplinary action to the Personnel Appeal Board.

7.3.2 During a probationary period following a promotion, an employee does not have the right to appeal a Failure to Complete Probationary Period, to the highest classification in which they have regular Merit System status, to the Personnel Appeal Board.

7.4 LENGTH OF PROBATIONARY PERIOD

7.4.1 The probationary period shall begin on the effective date of the appointment or reemployment and shall end on the same date of the sixth month in the future except time in the following categories will not count towards the completion of the six month probationary period:
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7.4.1.1 All time spent in training after initial appointment providing the training is:

7.4.1.1.1 Required by a higher governmental authority.

7.4.1.1.2 Outside the County's jurisdiction under the control of an agency qualified to provide the training required.

7.4.1.1.3 More than 14 consecutive days of actual instruction.
7.4.1.2 All time spent on authorized leaves of absence without pay when such leaves are in excess of 14 consecutive work days.

7.4.2 Provisions in Section 7.4.1.1 and 7.4.1.2 shall apply only to non-represented employees and to represented employees whose labor agreement provides for the addition of this benefit.

7.4.3 The probationary period resulting from promotions within the employee's department shall begin on the effective date of the promotion, shall end on the same date of the sixth month in the future, and shall not be subject to the provisions of Section 7.4.1.1 and 7.4.1.2 of this Rule.

7.4.4 Subject to the limitations of Section 7.4.1.1 and 7.4.1.2, when the starting date is the last day of the month and the sixth month has fewer days, the last day of the sixth month shall be the probationary period completion date.

7.5 NOTIFICATION

7.5.1 The Human Resources Department shall notify both the employee and the department head, in writing, of the starting of a probationary period.

7.5.2 The Human Resources Department shall send a "Mid-Probationary Period Report" form to the department head at three months. This report shall be completed, discussed with the employee and returned to the Human Resources Department prior to the beginning of the 4th month of the probationary period.

7.5.3 The Human Resources Department shall send an "End of Probationary Period" notice to the department head after five months. The department head shall complete this notice, discuss it with the employee, and return it to the Human Resources Department before the six month probationary period is over.

7.5.4 If the employee is not separated or demoted, depending on the type of probationary period, he/she is deemed to have successfully completed his/her probationary period.

7.6 EFFECT OF A PROVISIONAL APPOINTMENT ON A PROBATIONARY PERIOD

7.6.1 Time spent in a provisional appointment in the same classification and department and immediately prior to receiving an open competitive appointment to that classification and department shall be considered as time spent under the probationary period of that appointment.
7-3

7.7 EFFECT OF PROBATIONARY PERIOD ON EMPLOYEE APPOINTED FOR THE LIFE OF A FEDERAL, STATE, LOCAL OR OTHER GRANT OR CONTRACT

7.7.1 Employees appointed under the Merit System to fill a position funded by a special grant or contract program, who have successfully completed a six month probationary period while in grant or contract funded employment shall be granted Merit System status only for the following purposes:

7.7.1.1 For the time the position continues to be funded by the Grant or Contract.

7.7.1.2 To qualify for re-employment rights under the Merit System Rule 12.

7.7.1.3 Transfer to regular Merit System status when and if the Grant or Contract position is converted to a County budgeted position.

7.7.1.4 To transfer to regular Merit System status when and if the employee is transferred to a County budgeted position.

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8. DISCIPLINARY ACTIONS

(Reference to Section VI, K of the Merit System Resolution)
That a formal appeal procedure be developed giving employees with regular status the right to appeal dismissals, suspensions, demotions and disciplinary actions to a Personnel Appeal Board which shall act as the final County appeal body in matters of dismissals, suspensions, demotions and disciplinary actions involving covered County employees and departments and whose decisions shall be binding on such employees and departments.

8.1 TYPES OF DISCIPLINARY ACTIONS

8.1.1 Oral Reprimand

8.1.1.1 This is an action taken by a department head in which the department head tells an employee about an action or behavior of the employee which he or she, as the department head, finds objectionable or wishes corrected.

8.1.2 Written Reprimand

8.1.2.1 This is an action taken by a department head in which the department head writes out the action or behavior which he or she wishes the employee to change, cease or begin. The Written Reprimand will describe in detail the behavior to be corrected, and will give direct and concrete orders for the future and will point out the consequences of repeating the actions which brought about the Written Reprimand

8.1.2.2 Written Reprimands must be given on forms provided by the Human Resources Department and must be presented to the employee in accordance with Section 8.2 of this rule.

8.1.3 Withholding a Merit Salary Increase after the Prerequisite Length of Service in the Classification Has Been Completed

8.1.3.1 Merit Increases in salary are given after the passage of a certain amount of time

in the employee's classification and on the recommendation of the employee's department head. (See the County Salary Schedule for the time intervals between Merit Increases for the various classifications.) See also Rule 2, Section 2.8.

8.1.3.2 Merit Increase forms are prepared by the Human Resources Department and sent to the department head prior to the effective date.

8.1.3.3 A copy of the disapproved Merit Increase form, with the department head's comments, is presented to the employee in accordance with Section 8.2 of this rule. Department head's copies shall be returned to the Human Resources Department in a timely manner.

8.1.4 Suspension Without Pay
This is an action taken by a department head which removes an employee from employment in his or her department and from the County payroll. With the exception of cases involving criminal investigation or prosecution, this action is issued for a specified period of time.

8.1.4.1 This action does not require the employee's consent to be placed on such a Leave Without Pay (See Merit Rule 13.2, Effect of a Leave of Absence Without Pay on the Employee).
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8.1.4.2 At the end of the suspension, the employee shall be returned to the payroll at the same department, classification and salary as when he or she was suspended.

8.1.4.3 Suspensions Without Pay must be given on forms provided by the Human Resources Department and must be presented to the employee in accordance with Section 8.2 of this rule.

8.1.5 Demotion
This is an action taken by a department head which reduces an employee's classification to a classification with a lower maximum salary.
8.1.5.1 The employee's salary must be reduced to fall within the range of the new classification but to no lower step designation than the one held in the higher classification unless the new classification has fewer salary steps, in which case the employee should be placed at the highest step.

8.1.5.2 The employee's duties and responsibilities must be reduced to those of the lower classification.

8.1.5.3 The reasons for the demotion must be given on the Demotion form.

8.1.5.4 Demotions must be given on forms provided by the Human Resources Department and must be presented to the employee in accordance with Section 8.2 of this rule.

8.1.6 Dismissal

This is an action taken by a department head which permanently removes an employee from employment in his or her department and from the County payroll (see also Rule 9, "Separations"). The dismissal process is not complete until such time as a pre-termination hearing is held consistent with County policy and applicable law. Department heads or their authorized subordinate preparing to dismiss an employee should contact the Labor Relations Unit of the Human Resources Department to arrange a hearing.

8.1.6.1 Dismissed employees need not be kept in employment or be paid for any time after the completion of their normal working day on the date they are dismissed.

8.1.6.2 Dismissed employees shall be treated the same as employees separated for reasons other than retirement, in the matters of paying for unused accumulated Annual Leave, Compensatory Time and unused Sick Leave accumulation.

8.1.6.3 Dismissals must be given on forms provided by the Human Resources Department and must be presented to the employee in accordance with Section 8.2 of this rule.

8.2 METHODS OF NOTIFYING AN EMPLOYEE OF:

8.2.1 Written Reprimand
Withholding of Merit Increase
Suspension Without Pay
Demotion
Dismissal
8-3
8.2.1.1 A written notice of the action, giving specific reasons for the action and the effective dates and conditions of the action, must be signed by the department head or the authorized subordinate and be presented to the employee in person by the department head or the authorized subordinate, or else sent to the employee's last known address by registered mail, restricted delivery, with return receipt requested, on/or prior to the effective date of the action.

8.2.1.1.1 If the written notice is presented in person, the employee should sign all copies to acknowledge receipt. If the employee refuses, the presenter should note it on the form.

8.2.1.2 The written notice must be on official forms made available by the Human Resources Department.

8.2.1.2.1 Such forms shall have the rules covering the method of appealing such an action either on an attached sheet or imprinted on the reverse side of the official notice.

8.2.1.3 The department shall give the employee the original form and retain one (1) copy their records. Remaining copies shall be returned to the Human Resources
Department, Employee Records Unit, where a copy shall be made part of the employee's file and record of employment. The Human Resources Department shall send one copy back to the originating department verifying receipt by Human Resources.

8.3 DISCIPLINARY ACTION MUST BE FOR "CAUSE"

An employee shall receive disciplinary action, whether an oral reprimand, a written
reprimand, the withholding of a merit salary increase, a suspension without pay, a demotion, or a dismissal, only for a specific clearly described reason or "cause". The department shall clearly specify and identify with particularity the specific reasons or "cause" for the disciplinary action taken. An adequate reason or "cause" for a disciplinary action shall include, but not necessarily be limited to, each of the following kinds of conduct.

8.3.0.1 Conduct or performance on the job which indicates a lack of ability to adequately
perform the duties of the position or classification held by the employee.
8.3.0.2 Conduct or performance on the job which indicates a failure to produce the quality of work the position or classification requires.
8.3.0.3 Conduct or performance on the job which indicates a failure to produce the
quantity of work the position or classification requires.
8.3.0.4 Conduct or performance on the job which demonstrates insubordination, which is defined as a refusal to follow appropriate written or oral procedures, instructions, or
directions from a supervisory employee or department head.
8.3.0.5 The solicitation or acceptance of money or anything of value to influence the
decisions of an employee in public matters or as a reward for such decisions.
8.3.0.6 Being under the influence of alcohol, narcotics or any other controlled substance
while on the job.
8.3.0.7 Conduct or performance on the job which demonstrates a deliberate attempt to
cause poor morale or disrespect among County employees by actions or attitude on the
job.
8.3.0.8 Verbal or physical abuse, or improper treatment of an inmate, patient or client of
any County institution or department.
8.3.0.9 Habitual or excessive tardiness in reporting for scheduled working hours. 8-4
8.3.0.10 Being absent from a scheduled work assignment during working hours without
permission from an authorized supervisory employee or department head.
8.3.0.11 Stealing, misappropriation or conversion of County property or the property of
other employees or inmates, patients or clients of any County institution or department.
8.3.0.12 The willful violation of any reasonable Departmental or County rule or regulation which has been adopted in written form and is known, or reasonably should be known, to the employees involved.
8.3.0.13 Has engaged in political activities restricted under Section VI, Subdivision L of
the Merit System Resolution and Rule 19 of these Merit System Rules.
8.3.0.14 Has willfully failed to pay personal bills to the point that creditors garnishee the
wages or salary of a County employee and cause a burden on the County.
8.3.0.15 Personal appearance or lack of cleanliness while on the job which exhibits

symptoms of lack of hygiene and bringing unpleasantness to clients of the County or other County employees.
8.3.0.16 Reporting for a scheduled work assignment in clothing or other aspects contributing to appearance, which an authorized supervisory employee or department head has reasonably advised the employee is not acceptable or appropriate for the work assignment or duties performed by that employee.
8.3.0.17 Have been convicted of a felony.
8.3.0.18 Has been convicted of a misdemeanor involving moral turpitude or casting doubt on the employee's ability to properly perform his or her job.
8.3.0.19 Assigning overtime to oneself or to other employees without proper approvals in accordance with County overtime procedures and/or knowingly working overtime and incurring costs for the County where such overtime was not assigned or approved in accordance with County overtime procedures.
8.3.0.20 Unlawful manufacture, distribution, dispensing, possession or use of a controlled substance in the workplace.
8.3.0.21 Failure to notify authorized supervisory employee or department head or any criminal drug statute conviction for a violation occurring in the workplace within five days after such conviction.
8.3.0.22 Engaging in any act of violence or threats or other violations of the Oakland County Workplace Violence Policy.

IN ADDITION, DISCIPLINARY ACTION MAY BE TAKEN FOR REASONS OR "CAUSE" SPECIFICALLY DEFINED BY THE DEPARTMENT OTHER THAN THOSE LISTED HERE.

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9. SEPARATIONS FROM THE COUNTY SERVICE

9.1 RETIREMENT

This is an action in which the employee leaves County service to become a retirant member of the Oakland County Employees' Retirement System.
9.1.1 Retiring employees must make application for retirement on an official "Application for Retirement" form obtainable from the Employee Relations Division of the Human Resources Department.

9.1.1.1 This form must be filed with Human Resources at least 30 days before the date of retirement and not more than 90 days before the date of retirement.

9.1.2 Retiring employees must notify their department head of their intention to retire at least 30 days before the effective date of retirement.

9.2 RESIGNATION

This is an action in which an employee voluntarily separates himself or herself from the County service for reasons other than formal retirement.

9.2.1 Employees may resign from the County service by signing a County resignation form which is obtainable from their department head.

9.2.2 Whenever possible, resigning employees should notify their department head at least two weeks before their final date of work.

9.2.3 Resigning employees shall work their normal work schedule between the time the resignation is submitted and its effective date, except for department head approved uses accumulated Annual Leave, Compensatory Time and Sick Leave and the working of department head approved overtime.

9.3 SEPARATION - BECAUSE OF INSUFFICIENT LEAVE TIME (SICK LEAVE, ANNUAL LEAVE, LEAVE WITHOUT PAY, ETC.) TO COVER ABSENCE FROM WORK

This is an action where an employee voluntarily or involuntarily separates himself or herself from the County service by not appearing for work to perform assigned duties. It is not a disciplinary action in that the employee initiates the action by continued absence from work.

9.3.1 Such separations can occur under any of the following conditions:

9.3.1.1 An employee has exhausted Personal Leave accumulation, Annual Leave and Annual Leave Reserve accumulations, authorized Leave Without Pay, Worker's Compensation Leave, and does not qualify for or cannot verify by a doctor's statement that a physical or mental disability is properly covered by Short Term Disability benefits or the use of their Sick Leave Reserve bank.

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9.3.1.2 An employee is collecting Long Term Disability benefits. This separation can occur regardless of whether an employee has leave banks. Management shall be responsible to evaluate the likelihood that the employee will return in a reasonable time in light of the needs of the department and the contribution the employee will be able to make upon his or her return to work. A separation for this reason does not affect the employees' eligibility for Long Term Disability benefits.

9.3.2 The department head shall take prompt action to warn the employee of such pending separation no less than five days prior to the effective date of the action. Such notice shall be delivered to the employee in person or sent by registered mail, restricted delivery, with return receipt requested, to the employee's last known address.

9.3.3 Absence from work between the time of mailing the warning notice and the effective date of the action of separation or the employee's return to work shall be treated as an unauthorized leave of absence without pay. Employees may return to work within this five day period but

subject themselves to a disciplinary action for taking unauthorized leave. Repeated unauthorized leaves could lead to other disciplinary actions such as suspension without pay, demotion or dismissal.

9.3.4 Employees unable to return to work prior to the effective date of pending separation must contact the department head prior to the date of separation to seek authorization of a leave of absence without pay for the unauthorized time off. Authorization of such leaves must be requested in writing and approved prior to the effective date of the pending separation in order to prevent separation.

9.3.5 Employees not intending to return or who cannot return to work may, within the five days between the Warning Notice and the effective date of the separation, submit their written resignation on the form provided by the Human Resources Department thereby making the separation voluntary in the employee's record.
Records of employees not submitting a written resignation or not appearing for work within the required time limits shall indicate "Involuntary separation because of no leave accumulations or authorized leave of absence without pay to cover time off work."

9.3.6 Separation because of insufficient leave time to cover absence from work will not effect the employee's entitlement to income continuation benefits under the County's Long Term Disability benefit.

9.3.7 The separation process is not complete until such time as a pre-termination hearing is held consistent with County policy and applicable law. Department heads or their authorized subordinate preparing to separate an employee should contact the Labor Relations Unit of the Human Resources Department to arrange a hearing.

9.4 SEPARATION - BECAUSE OF CURTAILMENT OF WORK OR LACK OF FUNDS

9.4.1 "Curtailment of Work" is a situation in which the need for the employee's services are no longer required because the County no longer performs the function to which the employee was assigned, to the degree that the same number of employees are needed.

9.4.2 "Lack of Funds" is a situation in which the County is forced to drop positions because it does not have the funds to pay the salaries of the incumbent employees.
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9.4.3 In the event of separation because of curtailment of work or lack of funds, such reductions in force shall be limited to the department involved and shall be made in the following order. The order within each designated category shall be determined by length of County service and ability to perform the remaining workload. (Length of County service shall be determined by the employee's benefit date.)

9.4.3.1 Provisional employees.

9.4.3.2 Employees serving probationary periods after certification from open competitive eligible lists.

9.4.3.3 Part-time employees with regular status.

9.4.3.4 Full-time employees with regular status.

9.4.4 Employees promoted but serving a promotional probationary period at the time of such reduction in force shall be considered as holding a position in the highest classification in which they hold regular status.

9.4.5 Employees separated because of "Lack of Funds" shall be given formal written notice at least two weeks in advance of the date of separation or two weeks of regular pay in lieu of such notice.

9.4.6 The names of such separated employees who have regular status shall be placed on the "re-employment list" and "recall list" in accordance with the provisions of Rule 12.

9.4.7 The names of probationary employees shall be placed at the top of the current eligible list for the classes for which they are certified.

9.4.8 The Human Resources Department is directed to bring such "re-employment lists" to the attention of County Department Heads as vacancies occur in such classifications.

9.5 DISMISSAL

This is an action taken by the employee's department head which permanently removes an employee from employment in his or her department and from the County payroll.

9.5.1 See Rule 8, Section 8.1.6 and Section 8.3

9.5.2 For appeal of Dismissals see Section VI, J of the Merit System Resolution and Rule 11, "Appeals of Dismissals, Suspensions, Demotions and Disciplinary Actions."

9.6 DEATH OF AN EMPLOYEE

9.6.1 The deceased employee's department head should:

9.6.1.1 Send the deceased employee's separation papers to the Human Resources Department.

9.6.1.1.1 Any accumulated unused Annual Leave, Annual Leave Reserve,

Compensatory Time, and Sick Leave Reserve should be noted on the separation papers so that the deceased's last paycheck will include payment for this time. (See Rule 2, Section 2.10, "Overtime Pay" and Rule 24A, Section 24A.3, "Payment for Sick Leave Reserve.")
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9.6.1.2 Contact the Benefits Unit of the Human Resources Department for further instructions.

9.6.2 The deceased employee's family should:

9.6.2.1 Contact the Benefits Unit of the Human Resources Department for instructions.
9.6.2.2 Have available to submit to the Benefit Unit:

9.6.2.2.1 Two certified copies of the Death Certificate.

9.7 OFFICIAL DATE OF SEPARATION

9.7.1 The official date of separation shall be the last day of actual work. Time off, authorized by the employee's department head, shall not be granted for the purpose of prolonging the official period of County service.

9.7.2 In the case of an employee's death while on the County payroll, the official date of separation shall be the end of their usual working day on the date of their death.

9.8 METHOD OF PAYMENT ON SEPARATION
The separated employee's last paycheck shall contain payment for the following items at the employee's salary rate as of the official date of separation.

9.8.1 Payment for all days worked, but as yet unpaid, through the official date of separation.

9.8.2 Payment at straight time for all unused Annual Leave accumulated as of the official date of separation.

9.8.3 Payment at straight time for all unused Compensatory Time accumulated as of the official date of separation.

9.8.4 For employees separating for reasons of retirement or death:

9.8.4.1 One-half payment for all Sick Leave Reserve remaining as of the official date of separation.

9.8.5 For employees separated for other reasons:

9.8.5.1 One-half payment for all Sick Leave Reserve remaining in excess of seventy-five days as of the official date of separation.

9.9 RETURN OF COUNTY PROPERTY

The separated employee's last paycheck shall not be paid until his or her department head notifies the Human Resources Department that all County property, equipment, uniforms, keys and other material have been returned to the department head's satisfaction.

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10. PERSONNEL APPEAL BOARD

(Reference to Section VI, K of the Merit System Resolution)

10.1 DUTIES OF THE PERSONNEL APPEAL BOARD

The Personnel Appeal Board shall act as the final County appeal body in matters of dismissals, suspensions, demotions, and disciplinary actions involving covered County employees and departments. It shall be empowered to swear and hear witnesses and take testimony. Its decisions shall be binding on covered employees and departments.

10.2 JURISDICTION OF THE PERSONNEL APPEAL BOARD

The Personnel Appeal Board shall act in cases involving all County employees except those specifically excluded from the provisions of the Merit System Resolution.

10.3 METHOD OF SELECTION OF CHAIRPERSON AND VICE-CHAIRPERSON

10.3.1 The Chairperson of the Personnel Appeal Board shall be selected by a majority vote of the five members.

10.3.2 The Vice-Chairperson of the Personnel Appeal Board shall also be selected by a majority vote of the five members.

10.4 DUTIES OF THE CHAIRPERSON OF THE PERSONNEL APPEAL BOARD

The duties of the Chairperson shall include but not be limited to:

10.4.1 Calling meetings of the Personnel Appeal Board and setting the time and place of such meetings:

10.4.1.1 Meetings may also be called by two Members of the Board.

10.4.1.2 Notices of meetings giving the time and place of the meeting shall be made in writing at least five (5) calendar days prior to the date of the meeting.

10.4.1.2.1 At a meeting with all members present, the above notice can be waived by a majority vote of the Members.

10.4.1.2.2 Preparing, or causing to be prepared, agendas and official minutes of the Board's meetings.

10.4.1.2.3 Calling and administering the oath to witnesses.

10.4.1.2.4 Acting as Chairperson of Board meetings and maintaining order.

10.4.1.2.5 Being responsible for the Board's actions being properly recorded, reported to the interested parties and for seeing that the Board's decisions are acted upon.

10.4.1.2.6 In the absence of the Chairperson, the Vice-Chairperson shall perform all of the duties of the Chairperson.

REVISED 04/05/09

10A. PERSONNEL APPEAL BOARD
(Reference to Section VI, K of the Merit System Resolution)

10A.1 MEMBERSHIP OF THE PERSONEL APPEAL BOARD
The Oakland County Personnel Appeal Board shall be composed of six members. Two members shall be elected by the qualified County employees who are within the Merit System. Two members of the Board of Commissioners shall be appointed to the Personnel Appeal Board by the Chairperson of the Board of Commissioners, subject to approval by the Board of Commissioners. In addition, the Chairperson of the Board of Commissioners may appoint any Commissioner to serve as a temporary alternate when an appointed Commissioner member is unavailable. The two Members at Large shall be selected by the other four members.

10A.2 ELIGIBILITY FOR MEMBERSHIP
No person shall be eligible to serve as a member of the Personnel Appeal Board who is a County employee within the Merit System, or who has been a County employee within one year prior to the beginning date of service on the Board.

10A.3 LENGTH OF TERM
Members of the Personnel Appeal Board shall serve for a term of one year beginning on January 1, of each year.

10A.4 COMPENSATION
Members of the Personnel Appeal Board shall receive the same per diem compensation and mileage as that paid to Members of the Board of Commissioners for service on other Boards or Commissions.

10A.5 METHOD OF ELECTION OF EMPLOYEE ELECTED MEMBERS

10A.5.1 Date of Election

The first Friday of December of each year shall be designated as the date for the annual election of two employee elected members of the Oakland County Personnel Appeal Board.

10A.5.2 Official Nominating Petitions Must Be Used

The County Clerk Elections Division shall make official nominating petition forms available to all interested employees and candidates as of the official posting date of the "Notice of the Last Date for Filing Nominating Petitions" (no later than the fourth (4th) Tuesday in the second (2nd) month preceding the election). PETITIONS FILED ON OTHER FORMS WILL BE CONSIDERED INVALID.
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10A.5.3 Employees Eligible to Nominate
All County employees shall be eligible to sign nominating petitions and vote in this election except those specifically excluded from the provisions of the Merit System Resolution and those represented employees whose labor contract provides an alternate forum through which to resolve disciplinary matters.

10A.5.4 Number of Signatures Necessary to Nominate
To obtain the printing of the name of any candidate on the official election ballots, there shall be filed with the County Clerk Elections Division nominating petitions signed by not less than fifty (50) qualified County employees.

10A.5.5 Invalid Petition Signatures
No nominating petition signatures shall be considered valid if the employee has signed nominating petitions for more than two (2) candidates.

10A.5.6 Nominating Petition Required
No candidate shall have his or her name printed upon any official ballot nor be qualified to fill the office of the Employee Selected Member unless nominating petitions shall have been circulated and filed in accordance with these rules, and he or she is otherwise fully qualified to fill the office for which the election is being held.

10A.5.7 Deadline for Receiving Nominating Petitions
The County Clerk Elections Division shall receive nominating petitions filed in accordance with the regulations up to four (4) o'clock in the afternoon of the fourth (4th) Friday preceding the election.

10A.5.8 Notice of the Last Date for Filing Nominating Petitions
The County Clerk Elections Division shall not later than the seventh (7th) Friday

preceding any election prepare for each department and institution a notice for the filing of nominating petitions. The notice shall be placed on a bulletin board or other conspicuous place within the various departments and their satellite offices or institutions, setting forth the last day for such filing and such other information as shall be necessary to such filing.

10A.5.9 Acceptance of Nominations
Each candidate shall, not later than 4:00 p.m. on the last day for the filing of petitions, file with the County Clerk's Director of Elections an official "Acceptance Statement." These official forms are to be supplied by the Elections Division Office. Failure to so file shall result in disqualification of any candidate on whose behalf nominating petitions shall have been filed.

10A.5.10 Certification of Qualified Candidates
The County Clerk Elections Division shall within three (3) business days after the last day named for filing and receiving nominating petitions, canvass the same to ascertain if such petitions have been signed by the requisite number of qualified employees, and for the purpose of determining the validity thereof. He or she shall then certify in writing to all qualified candidates, the names of all candidates so qualified.
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10A.5.11 Notification of Candidates Not Qualified
In case it is determined that for any cause any candidate who has filed is not entitled to have their name printed on the official ballot, it shall be the duty of the County Clerk Elections Division to immediately notify the candidates of such fact.

10A.5.12 Withdrawal of Candidate
After the filing of a nominating petition by or on behalf of a proposed candidate, such candidate shall not be permitted to withdraw unless a written notice of withdrawal is filed with the Director of Elections not later than three (3) business days after the last day for filing such petitions.

10A.5.13 Notice of Election
Not less than five (5) days prior to any annual or special election, the County Clerk Elections Division shall furnish to each department and institution a notice of election, the same to be placed on a bulletin board or other conspicuous place in the various departments and their satellite offices or institution, setting forth the date of said election, the names of qualified candidates in the order they will appear on the official ballot, the term(s) of office(s) to be filled, and such other information as shall be necessary in the conduct of said election.

10A.5.14 Ballots
All voting shall be by "absent voter's ballots". All balloting shall be on forms prescribed by the Personnel Committee.

10A.5.15 Ballot Arrangement

The names of all qualified candidates shall be arranged on the official ballot in alphabetical order of surname (last name) as to read in the following manner: First, middle, surname.

10A.5.16 Ballot Designations
No candidate shall have the right to any designation other than his or her full name; except that any candidate presently holding the office of Employee Selected Member shall be entitled to have the word "incumbent" following his or her name. In the event two or more candidates shall have the same name, the Election Board may prescribe the manner by which the candidates shall be differentiated.

10A.5.17 Distribution of Ballots
The County Clerk's Director of Elections, or the division's staff, shall provide for delivery of ballots to each employee eligible to vote, via U.S. mail no later than the Friday preceding the date of the election. Mailing shall include an Official Ballot, voting instructions, campaigning rules, information about the candidates and pre-addressed ballot return envelope.

10A.5.18 Return of Ballots
All voters shall be responsible for returning their ballots by the election day in the pre-addressed, postage paid return envelope in accordance with the voting instructions. Ballots must be postmarked by the date of the election in order to be officially counted.

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10A.5.19 Canvass of Vote
The votes shall be canvassed within seven (7) days following the day of the election in the County Clerk's Offices, unless some other place in designated by the Director of Elections, and said canvassing shall be open to any employee or candidate. Votes shall be canvassed by the County Board of Canvassers who shall be paid their regular per diem and mileage for their services.

10A.5.20 Election Board
The Human Resources Committee shall act as the Election Board and the count Board of Canvassers shall be responsible for the canvass and certification of any election under these regulations.

10A.5.21 Authority of the Election Board
The decision of the Election Board shall be binding and final in the resolving of any questions of interpretation, clarification, or other matters relative to the conduct of the elections of Employee Selected Members of the Personnel Appeal Board.
10A.5.22 Method of Determining the Winning Candidates
The successful candidates shall be those two candidates receiving the highest

and second highest number of the qualified votes cast at such election for the office concerned. In the event of a tie, the tie shall be resolved by lot in such manner and conditions as shall be prescribed by the Election Board.

10A.5.23 Filling Vacancies
If a vacancy shall occur within ninety (90) days of the date of the next regular annual election, the unexpired term of that office shall not be filled. All other vacancies shall be filled not later than ninety (90) days following the occurrence of said vacancy by a special election called for that purpose, to be conducted in the same manner as a regular election.

10A.6 COMMISSIONERS APPOINTED TO THE PERSONNEL APPEAL BOARD

During the month of December two Members of the Board of Commissioners shall be appointed to the Personnel Appeal Board by the Chairperson of the Board of Commissioners, subject to approval by the Board of Commissioners. In the event of vacancies, replacements shall be named at the next meeting of the Board of Commissioners.

10A.7 SELECTION OF TWO MEMBERS AT LARGE OF THE PERSONNEL APPEAL BOARD

The two Members at Large of the Personnel Appeal Board shall be selected by a majority vote of the other four members. If the four members of the Personnel Appeal Board are unable to select the Member(s) at Large within thirty (30) calendar days after their appointment, they shall so notify the Oakland County Circuit Court Bench which shall appoint the Member(s) at Large to the Personnel Appeal Board within fifteen (15) calendar days.
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11. APPEALS OF DISMISSALS, SUSPENSIONS, DEMOTIONS AND DISCIPLINARY ACTIONS (Reference to Section VI, K of the Merit System Resolution)

11.1 ELIGIBILITY TO APPEAL

All County Employees, except those specifically excluded from the provisions of the Merit System Resolution, who have regular status (have successfully completed their probationary period) shall have the right to appeal dismissals, suspensions, demotions and disciplinary actions.

11.1.1 Employees who have not successfully completed a probationary period in any classification shall not be eligible to appeal any of these actions.

11.1.2 Employees who have successfully completed a probationary period in one or more classifications, but have not completed the probationary period in a classification to which they have been promoted, shall have the right to appeal dismissals, suspensions and disciplinary actions, but shall

not have the right to appeal a demotion from the classification in which they have not completed the probationary period.

11.2 METHOD OF APPEALING

11.2.1 Employees wishing to appeal their dismissal, suspension, demotion or a disciplinary action taken against them must file such an appeal in writing with the Human Resources Department within fourteen (14) calendar days of the effective dated of the action with the following exception. If the Human Resources Department is closed and unable to receive appeals on the fourteenth day (Saturday, Sunday, Holiday or other nonworking days) appeals will be received up to but no later than 5:00 p.m. on the next working day the Human Resources Department is open to receive such appeals.

11.2.1.1 The appeal must be delivered to the Human Resources Office in person or by certified or registered mail with return receipt requested.

11.2.1.2 The appeal must contain the reasons why the employee feels the appealed action was unjustified and state the remedial action requested.

11.3 INVESTIGATION BY THE HUMAN RESOURCES DEPARTMENT

11.3.1 The Human Resources Department will have the responsibility of reviewing and, if necessary, investigating all appeals of disciplinary actions in an attempt to determine if the matter can be resolved prior to a Personnel Appeal Board hearing.
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11.4 SCHEDULING OF AN APPEAL

11.4.1 Appeals shall be assigned a case number and placed on the Personnel Appeal Board's schedule of pending hearings. Priority in the scheduling of hearings will be given to those employees appealing dismissals, suspensions without pay, demotions and any other discipline which reduces an employee's compensation (in that order).

11.4.2 Both the department head and the employee shall be given written notice of the time and place of the hearing.

11.5 CONDUCT OF HEARINGS

11.5.1 The Personnel Appeal Board may conduct its hearings in an informal manner, but witnesses in such hearing shall be sworn.

11.5.2 Employees and department heads may represent themselves or be represented.

11.5.3 The Personnel Appeal Board may have the assistance of counsel.

11.5.4 The Board may subpoena witnesses and records as it finds necessary.

11.5.5 A quorum shall consist of three Board Members present.

11.5.6 A majority vote of the Members shall be required for Board action.

11.5.7 The Board may either affirm, modify or revoke the order of dismissal, suspension, demotion or disciplinary action to any extent, as in its judgment, is equitable. The decision and findings of fact shall be reduced to writing, shall be certified and forwarded to the interested parties and shall be enforced and followed by them.

11.5.7.1 If the action of the department head is affirmed by the Personnel Appeal Board, the effective date of the action shall stand.

11.5.7.2 If the action of the department head is modified by the Personnel Appeal Board, compensation and other benefits shall be in accordance with and in proportion to the extent of such modification.

11.5.7.3 If the action of the department head is revoked by the Personnel Appeal Board, all compensation and other benefits which would have accrued to the employee from the effective date of the action shall be restored to the employee.

11.6 EXTENSION OF TIME LIMITS

In the event of unusual circumstances, the Personnel Appeal Board may authorize extensions of the time limits of the appeal procedure for individual cases.

11.7 REQUEST FOR POSTPONEMENT

If an employee is dismissed, suspended or demoted for committing an act which casts doubt on his or her ability to perform his or her job, and at the time his or her appeal of the action is pending before the Personnel Appeal Board for hearing, the employee is involved in a criminal investigation or prosecution, the hearing may, at the request of the employee or the department, be postponed or continued until the completion of such investigation or termination of such prosecution.

12. RE-EMPLOYMENT AND RECALL TO MERIT SYSTEM EMPLOYMENT OF FORMER COUNTY EMPLOYEES

12.1 EFFECT OF RE-EMPLOYMENT AND RECALL TO MERIT SYSTEM EMPLOYMENT

12.1.1 Re-employment is the appointment of a former County Employee to a position covered by County Merit System employment without requiring the employee to be certified from an open-competitive eligible list for the classification of the position. (For employees separated under Rule 9, Section 9.4, see Recall provisions, below).

12.1.1.1 Former employees re-employed under this section shall serve a new six month probationary period starting with the effective date of their re-employment. Until the successful completion of this new probationary period, the re-employed employee shall not have the rights of an employee with regular status, such as the right to appeal a suspension, disciplinary action, demotion or dismissal to the Personnel Appeal Board.

12.1.2 Recall shall only apply to those non-represented employees who held regular Merit System status and were separated under Rule 9, Section 9.4 (Curtailment of Work or Lack of Funds). Laid off employees will be offered the opportunity for recall prior to the hiring of any new employee in the classification in which they held status or in a classification with equal or lower maximum salary for which they meet the minimum qualifications within the department. This opportunity for recall will exist for a length of time equal to the employee's length of service in the department or two years, whichever is less.

12.1.2.1 Employees recalled under this section will not be required to be certified from an open-competitive eligible list, nor will they be required to serve a new six month probationary period.

12.2 ELIGIBILITY FOR RE-EMPLOYMENT OR RECALL TO MERIT SYSTEM EMPLOYMENT

12.2.1 This rule applies only to those employees who had regular status as an Oakland County Merit System employee at the time of separation from County Service, (i.e.)

12.2.1.1 Must have either been blanketed into the Merit System while in a position covered by the Merit System when it was established; or

12.2.1.2 Have been appointed to a position covered by the Merit System as the result of an open-competitive examination and have successfully completed the six month probationary period.

12.2.2 At the time of separation, the returning employee must have had either:

12.2.2.1 Regular status in the classification in which he or she is returning; or
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12.2.2.2 Regular status in a classification with equal or higher maximum salary than the one in which he or she is returning and in addition, must meet at least the minimum qualifications of the classification in which he or she is returning as shown in the current examination announcement for that classification, or if such an examination is not open, the latest written specification for that classification.

12.3 TIME LIMITS AND PROCEDURES FOR REEMPLOYMENT

TO MERIT SYSTEM EMPLOYMENT

12.3.1 To be eligible for the provisions of this re-employment rule, former employees must, within twelve months after the effective date of their last separation from County Merit System employment, make written or electronic application to be placed on reemployment lists for specific classifications.

12.3.1.1 The written or electronic application must be made on forms provided by the Human Resources Department, which shall maintain lists of qualified former County employees who have expressed interest in re-employment with the County in specific classifications.

12.3.2 While a former employee's name is on the re-employment list for a classification, it shall be certified by the Human Resources Department in answer to each Human Resources Requisition for that classification, for which the requisitioning department head has requested a former employee.

12.3.3 Actual re-employment under the provisions of this rule, as indicated by the effective date of the appointment, must begin no more than twenty-four months after the effective date of the employee's last separation from County Merit System employment.

12.3.3.1 The names of former employees not appointed to a position covered by the Merit System within this twenty-four month period will be removed from the re-employment lists.

12.4 TIME LIMITS AND PROCEDURES FOR RECALL TO MERIT SYSTEM EMPLOYMENT

12.4.1 Employees eligible for recall shall automatically be placed on a Recall List for the department from which they were separated. Their names will remain on this list for the time specified under Section 12.1.2 of this Rule or until the employee is re-employed or recalled, whichever occurs first.

12.4.2 Employees eligible for recall will be recalled in inverse order with the last separated being the first recalled.

12.4.3 Employees eligible for recall will be notified of appropriate position openings by certified mail sent to their last known address. The employee must respond in writing to the employer, within 3 days of receipt of notice indicating intent to return to work within 5 days of receipt of the notice. Failure to return within said 5 day period shall waive further rights to recall under this Rule.

12.4.4 If the position to which the employee is being recalled has a maximum salary less than the maximum salary of the position in which they held status when separated

under Rule 9.4 the individual may refuse the position offered and remain on the recall list for time limits specified in 12.1.2. However, if the individual accepts a position with a lower maximum salary than the position in which they held status when separated under Rule 9.4, their name shall be removed from the recall list.

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12.5 EFFECTS ON THE EMPLOYEE BENEFITS

12.5.1 These apply, regardless of the method of re-employment and apply only to those eligible for employee benefits under Rule 22.

12.5.2 Former County employees who return to the County Service and who left their employee retirement contributions on deposit with the Oakland County Employees' Retirement System shall have the following employee benefits based on their total length of County Service as described in Rule 22 "Eligibility for Employee Benefits".

- Retirement Credit
- Rate of Earning Annual Leave
- Service Increment Pay - See Rule 2, Section 2.9
- For Sick Leave Reserves - See Rule 24A, Section 24A.7

12.5.3 Former County employees who return to the County Service and who withdrew their employee retirement contributions from the Oakland County Employees' Retirement System, shall be treated as new employees as far as the above listed employee benefits are concerned. However, from the payroll period nearest to the date they re-deposit such contributions with the above mentioned retirement system, these employee benefits shall be based on their total length of County Service as described in Rule 22, "Eligibility for Employee Benefits" (See Rules 2, 23 and 24A).

12.5.4 Notwithstanding the provisions set forth above for retirement and other specified leave and compensation benefits, former County employees who were separated under Rule 9, Section 9.4 and rehired pursuant to Section 12.3 or 12.4 of this Rule shall be eligible for re-instatement, at the first of the month following the month of rehire, of those employee benefits in force at the time of separation. Employees shall become eligible for benefits not in force at the time of separation once the waiting period has been met by the employee's total length of County service as described in Section 12.5.2.

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13. LEAVE OF ABSENCE WITHOUT PAY

13.1 DEFINITION OF LEAVE OF ABSENCE WITHOUT PAY

13.1.1 A Leave of Absence Without Pay is a predetermined amount of time off from

work, without pay, which has been recommended by the employee's department head and approved by the Human Resources Department, within regulations established by the Human Resources Committee of the Board of Commissioners. All time, for which a full- time County employee is to be continued as an employee, but not paid, should be considered as a Leave of Absence Without Pay, whether it be one day or the maximum time allowable under the reason for the leave.

13.1.2 With the exception of covering time off from work for the 10 days allowed each year for illness (13.3.1.2), running for County Elected Office (13.3.8) and the 12 weeks allowed for Family Leave (see Merit Rule 21), the fact that a leave is possible does not mean that the requested leave must be granted. A Leave of Absence deprives the employee's department of the services of an employee, who it is assumed is needed if the department is to properly do its job. Leaves of Absence Without Pay, except in the case of disciplinary leaves, should be considered as a privilege and the best interests of the department and the County service must be the determining factors when deciding whether to grant such leaves. Abuse of the Leave of Absence Without Pay policy will result in cancellation of the leave and may result in disciplinary action up to and including dismissal from County employment.

13.1.3 When an employee is granted a Leave of Absence Without Pay, the department head commits himself or herself to allowing the employee to return to work at the end of the leave to the same classification and the same salary that the employee was performing and earning when he or she went on leave. Any substitutes hired to fill in for employees on Leaves of Absence Without Pay, shall be hired for the length of the leave or up to 1,000 hours, whichever occurs first. Under these regulations, no leave shall be granted in conjunction with another type of leave for the purpose of extending the leave.

13.1.4 When granted a Leave of Absence Without Pay, the employee commits himself or herself to returning to work at the end of the leave.

13.2 EFFECT OF A LEAVE OF ABSENCE WITHOUT PAY ON THE EMPLOYEE

13.2.1 During a Leave of Absence Without Pay, the employee:

13.2.1.1 Does not receive pay from the County.

13.2.1.2 Does not earn Annual Leave (except when on Military Leave as described in Section 13.3.7 of this rule).

13.2.1.3 Does not get paid for Legal Holidays occurring during the leave.

13.2.1.4 Has no time deducted form his or her Annual Leave, Annual Leave Reserve, Personal Leave or Sick Leave Reserve accumulations to cover the time off on the Leave of Absence Without Pay.

13.2.1.5 Remains a member of the Oakland County Employees' Retirement Plan but:
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13.2.1.5.1 Because the Retirement System grants a full month of credit if a fulltime eligible employee is on the payroll for ten days in a calendar month and a full year of credit if a full-time eligible employee is on the payroll for ten months in a calendar year, the effect of a Leave of Absence Without Pay on the accumulation of Retirement Service Credit time depends on the timing of each individual leave.

13.2.1.6 Does not have their Benefit Date affected for the first 10 approved Leave Without Pay days used each calendar year. This is true regardless of the nature of the Leave Without Pay (e.g. Family Leave, Extended Vacation, Educational Leaves, etc.). All time spent on Leave Without Pay beyond the initial 10 days per calendar year will not be credited toward an employee's Benefit Date and the employee's Benefit Date will be affected. ***(With the exception of Administrative Leave Without Pay for budgetary or organizational purposes taken on or after June 28, 2003 as described under Merit Rule 13.3.3.9)***

13.2.1.7 Must pay any group health, dental and vision premiums falling due during any month in which the employee has not worked at least one day. (Such premiums are normally paid by the County for full-time employees.) Failure to pay the appropriate premium amount when it is due will result in cancellation of these benefits. The waiting period for reinstatement of these benefits may be up to one year. Employees on such leaves should contact the Employee Benefits Unit of the Human Resources Department to determine whether they will be required to pay any premiums.

13.2.1.8 Will retain full coverage under the Employees' Group Life Insurance Plan. The County will continue to pay the premium for the term portion of the employee's Group Life Insurance.

13.2.1.8.1 Employees contributing toward paid-up insurance may continue to do so during the leave but are not required to do so. The paid up value of the policy will not increase unless the employee elects to continue the payments of such premiums.

13.2.1.9 Will retain full coverage under the County short and long term disability plan for the first 30 calendar days of a requested and approved leave of absence without pay. Employees must meet all other requirements, as approved by the insurance carrier, in order to receive payments.

13.2.1.10 In addition, employees on the Flexible Benefits Plan will be responsible for paying any additional amounts they are having deducted as a result of their selections under this plan upon their return to work.

13.3 TYPES OF LEAVES OF ABSENCE WITHOUT PAY

13.3.1 Personal Illness

13.3.1.1 Employee must have exhausted his or her accumulation of Personal Leave and Sick Leave Reserve and is not receiving Short Term or Long Term Disability Income
Benefits.

13.3.1.2 Full-time employees may use up to a total of 10 Leave Without Pay days per calendar year for illness as defined in Merit Rule 24A, Section 24A.2.6, subject to the verification and notification procedures contained in Merit Rule 24., Section 24.4.3. In order for an employee to use in excess of 10 Leave Without Pay days in a calendar year for illness, it would be necessary to have first exhausted all accumulated Annual Leave in addition to the leave banks listed above.

13.3.1.3 May be granted for 60 calendar days, and may be renewed.

13.3.2 Compensable Injury

13.3.2.1 Employee must have exhausted his or her accumulation of Personal Leave, Sick Leave Reserve and Annual Leave.

13.3.2.2 The same provisions apply to these leaves as apply to Leaves of Absence
Without Pay for personal illness.
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13.3.3 Extended Vacations

13.3.3.1 Employee must have exhausted his or her accumulation of Personal Leave and Annual Leave.

13.3.3.2 Not to exceed 30 calendar days for any one leave.

13.3.3.3 Not more than one such leave to be granted within any twelve month period.

13.3.4 Emergency or Exceptional Circumstances

13.3.4.1 Employee must have exhausted his or her accumulation of Personal Leave and Annual Leave.

13.3.4.2 May be granted for 30 calendar days, and may be renewed under extenuating circumstances not to exceed 180 calendar days.

13.3.4.3 Documentation of qualifying event may be required.

13.3.5 Disciplinary Leaves

13.3.5.1 These are called Suspensions Without Pay and are covered in Rule 8.1.4.

13.3.5.2 There is no time limit to the length of time off for this leave.

13.3.5.3 There is no restriction as to the number of leaves in one year.

13.3.6 Educational Leaves

13.3.6.1 Employee must have exhausted his or her accumulation of Personal Leave and Annual Leave.

13.3.6.2 Not to exceed one calendar year for any one leave.

13.3.6.3 Not more than one such leave to be granted within any twelve month period.

13.3.6.4 Limited only to those employees whose training will be of benefit in future County employment and where their return to County employment is reasonably certain.

13.3.7 Military Leaves
(Refer to Merit System Rule 2, Section 2.10.2.3 - regarding temporary military leaves and compensating such leaves for employees not eligible for overtime under these rules.)

13.3.7.1 For required period of military training or service during times of war or national emergency, draft, or required National Guard or Reserve training.

13.3.7.1.1 Such Leaves are limited to the length of time provided by applicable Federal and State statutes.

13.3.7.1.2 Employees on leave to attend National Guard or Military Reserve Training will continue to accumulate Annual Leave and will have the training time credited toward the earning of Personal Leave as they normally would if they were working during this period.

13.3.7.1.3 Employees on such leaves should consult separate literature on the Group Life Insurance Plan and the Health Plan for the effect of military service on such programs.

13.3.8 Running for County Elected Office filled by a partisan election
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(See also Rule 19, "Political Activities")
13.3.8.1 Employee must have exhausted his or her accumulation of Personal Leave and Annual Leave.
13.3.8.2 If such a leave is requested, it must be granted, except no more than two leaves may be granted for the purpose of running for elected office in any one calendar year and each leave must be no less than 15 calendar days nor more than 30 calendar days.

13.3.9 Administrative Leave Without Pay for Budgetary or Organizational Purposes

13.3.9.1 Leave is initiated by the department head.

13.3.9.2 Requires the designated employee(s) signed agreement to go on leave.

13.3.9.3 Limited to maximum 120 calendar days within a ***calendar year.***

13.3.9.4 The employee shall not be required to exhaust Personal Leave or Annual Leave accumulations as a prerequisite to this leave.

13.3.9.5 The employee's benefit date will not be adjusted for time taken under this leave provision on or after June 28, 2003.

13.3.9.6 Time taken under this leave provision prior to June 28, 2003 will adjust an employee's benefit date for all days taken beyond the first 10 leave days per calendar year. Human Resources Department Note:
Administrative Leaves Without Pay are to be used only at the initiation of a department head for legitimate budgetary or organizational purposes and must be approved by the Human Resources Department prior to the beginning of the leave. Employees should obtain written confirmation from their department head that an Administrative Leave has been approved before concluding personal plans for the leave.

13.4 PROCEDURE

13.4.1 Employees who desire a Leave of Absence Without Pay should apply to their department heads who have forms for this purpose.

13.5 RETURN FROM A LEAVE OF ABSENCE WITHOUT PAY

13.5.1 When an employee returns form a Leave of Absence Without Pay, the employee's department head must complete the RETURN FROM LEAVE OF ABSENCE WITHOUT PAY section of the "Request for Approval of Time Off" form and submit it to the Human Resources Department before the employee can be returned to the payroll.

13.5.2 Consistent with the employee's authorization provided on the "Request for Approval of Time Off" form, if an employee fails to return to County employment at the end of a Leave of Absence Without Pay, the employee will be considered to have resigned from County employment effective on the date the employee was expected to return to work.
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14. LEAVES OF ABSENCE WITH PAY

14.1 COURT APPEARANCE LEAVE - DURING SCHEDULED WORKING TIME

14.1.1 Definition

Court Appearance Leave is an absence from work during scheduled working time, for which the employee is paid, as if he or she were at work, if the absence is caused by the employee being subpoenaed to appear in court.

14.1.2 Eligibility

14.1.2.1 Only those employees who are subpoenaed or ordered to appear in court during their regular working hours or employees not eligible for overtime (as defined under Rule 2 - Salaries) who appear in their own behalf during their regular working hours, will be eligible to use Court Appearance Leave. Employees eligible for overtime who appear in court as volunteer witnesses or who appear on their own behalf will not be eligible to use this type of leave.

14.1.2.2 Employees requesting the use of Court Appearance Leave must show proof of subpoena and will be required to deposit all witness fees, less mileage payments, with the County Treasurer.

14.1.2.3 Only those employees appointed full-time or part-time eligible are eligible for Court Appearance Leave.

14.1.3 Effect of Court Appearance Leave on Personal Leave and Annual Leave

Employees on Court Appearance Leave will continue to accumulate Annual Leave as if they were at work and will have the time credited toward earning of Personal Leave. No time will be deducted from the employee's Personal Leave or Annual Leave accumulations while on approved Court Appearance Leave.

14.2 COURT APPEARANCE LEAVE - DURING NONSCHEDULED WORKING TIME

14.2.1 Definition

This refers to the appearance in court during non-scheduled working time by County employees whose presence in court at this time is required because of their County position.

14.2.2 Method of Payment

14.2.2.1 The Court Appearance must be verified in writing by the court involved.

14.2.2.2 If the employee is in a classification which is eligible for overtime compensation, such compensation shall be made at the rate of time and one-half for all time spent in court, with a guarantee of a minimum of two hours compensation per day.
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14.3 JURY DUTY LEAVE

14.3.1 Definition
Jury Duty Leave is an absence from work for which the employee is paid as if he or she were at work, if the absence is caused by the employee being ordered to serve as a juror. County officers and employees, qualified in accord with current state statutes, are not exempt from jury service and should serve as jurors unless excused by the court.

14.3.2 Eligibility
14.3.2.1 Employees requesting the use of Jury Duty Leave must show proof of being drawn for Jury Duty and will be required to deposit all fees received for such duty, less mileage payments, with the County Treasurer.

14.3.2.2 Only those employees appointed full-time or part-time eligible are eligible for this type of leave.

14.3.3 Effect of Jury Duty Leave on Personal Leave and Annual Leave

14.3.3.1 Employees on Jury Duty Leave will continue to accumulate Annual Leave as if they were at work and will have the time credited toward earning of Personal Leave. No time will be deducted from the employee's Personal Leave or Annual Leave accumulations for the time served on approved Jury Duty Leave.

14.3.3.2 If the employee should become sick (as described in Merit Rule 24, "Personal Leave") while serving on a jury and is unable to appear as a juror, the employee must cover the time ill by drawing from Personal Leave, Sick Leave Reserve, Annual Leave, or Leave Without Pay.

14.4 PARENTAL LEAVE

14.4.1 Definition
Parental Leave is an absence from work for which the employee is paid as if he or she were at work, after the birth or adoption of their child or children.

14.4.2 Eligibility
14.4.2.1 Full-time eligible employees who have completed six (6) months of County service since their most recent date of hire. Full time appointed and employees excluded from Merit Rule provisions covering the manner of selection, appointment or removal from employment are included.
14.4.2.2 An eligible parent is defined as a mother or father with parental rights to the

child.

14.4.3 Pay and Benefits During Parental Leave

14.4.3.1 Parental Leave is paid at 100% of an employee's current straight time rate of pay for six consecutive weeks (40 hours per week, maximum to be paid 240 hours).
14.4.3.2 Employees will continue to accrue leave time while on Parental Leave.
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14.4.4 Using Parental Leave

14.4.4.1 Parental Leave may not be used for the five day waiting period before short-term disability begins.

14.4.4.2 Parental Leave must be used for six (6) consecutive weeks. Unused Parental Leave will be forfeited if the employee chooses to return to work before the end of the six (6) week Parental Leave period.

14.4.4.3 Intermittent Parental Leave is not permitted.

14.4.4.4 Parental Leave for the mother will begin immediately after the termination of short-term disability.

14.4.4.5 Parental Leave for the father or spouse will begin the day after the birth event. Parental leave will begin the day of the adoption or placement for adoption for mother, father or spouse.

14.4.4.6 Parental Leave will be granted per birth or adoption event; multiple births or adoptions in one event does not increase the amount of Parental Leave time granted.

14.4.5 Application for Parental Leave

14.4.5.1 A Parental Leave form shall be completed and submitted to the Human Resources Department at least 30 days before Parental Leave is to be used. Employees must submit sufficient documentation of birth or placement for adoption to the Human Resources Department in order to complete the Parental Leave approval process.

14.4.5.2 The Human Resources Department is responsible for reviewing and approving all requests for Parental Leave.

14.4.5.3 Submitting false information or falsified documents in support of or in connection with Parental Leave is subject to disciplinary action up to and including termination.
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15. HOURS OF WORK

15.1 WORK DAY

15.1.1 Length

15.1.1.1 For pay computation purposes, the normal County Work Day is 8 hours (excluding the lunch period) in a 24-hour period starting at 12:01 a.m.

15.1.2 Hours

15.1.2.1 While most County business offices shall be open from 8:30 a.m. to 5:00 p.m., the hours of beginning and ending of work shifts vary with the situations facing particular departments at particular times and are the responsibilities of the department heads involved, provided:

15.1.2.1.1 That no scheduled work shift shall be longer than eight hours of work (excluding the lunch period) nor less than seven and one-half hours (excluding the lunch period). Exceptions may be made in departments or divisions which have received approval from the Board of Commissioners and the County Executive to adopt work schedules other than eight hours per day, such as 4/40, flextime, etc.

15.1.3 Lunch Period

15.1.3.1 No scheduled lunch period shall be longer than one hour.

15.1.4 Relief Periods

15.1.4.1 All employees scheduled to work a full shift shall be granted one 15-minute relief period before the lunch period and one 15-minute relief period after the lunch period.

15.1.5 Scheduling

15.1.5.1 The scheduling of shifts, lunch periods and relief periods, within the above restrictions, shall be the responsibility of the department head, and shall be designed to provide the least possible disruption of the department's services and not work a hardship on the employees involved.

15.1.5.1.1 Department heads shall clearly inform all employees of their working hours and the timing of their lunch hours and must personally approve any exceptions to the normally scheduled routine.

15.2 WORK WEEK

15.2.1 The normal County work week is five days of work in a seven day period.

15.3 PAY PERIOD

15.3.1 The normal County pay period is ten days of work in a fourteen day period starting at 12:01 a.m. on the day officially designated by the County Executive as the beginning of the pay period.

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15.3.1.1 The pay period schedule is published as part of the County Salary Schedule.

15.3.1.2 See also, Rule 2, "Salaries".

15.4 INCLEMENT WEATHER

15.4.1 Only the County Executive shall have the authority to excuse employees early from their shifts, with pay, because of dangerous or inclement weather. Individual department heads shall not have this authority.

15.4.2 Only the County Executive shall have the authority to give time off with pay because employees may have been prevented from getting to work because of dangerous or inclement weather. In such cases, the following rule shall apply:

15.4.2.1 All employees on the same shift at the affected work locations shall be treated alike.

15.4.2.2 Those required to work and who are able to get to work shall receive double pay for the normal shift and 2-1/2 pay for overtime worked under such circumstances.

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16. EMPLOYMENT SCREENING

16.1 COVERAGE

16.1.1 Appointees to all County positions, except those who serve at the pleasure of the Board of Commissioners, elected and appointed officials, and appointees of the Governor, must successfully pass the following screenings before their appointments will be considered permanent.

16.2 MEDICAL EXAMINATION

16.2.1 All appointees covered by this rule must take a medical examination administered by a physician selected and approved by the Human Resources Department.

16.2.2 Failure to meet the medical requirements for the classification of an appointment shall be cause for disapproval and removal of the appointee's name from the eligible list for that classification.

16.3 EMPLOYMENT AND EDUCATION REFERENCES

16.3.1 The employment and education references of all appointees covered by this rule may be verified in writing by the Human Resources Department.

16.3.2 Information gained from such reference verification shall be utilized under the appropriate sections of these rules.
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17. WORK CONNECTED INJURY OR ILLNESS

17.1 REPORTING

17.1.1 County employees shall report all injuries or illnesses, arising directly from their County employment to their department head immediately.

17.1.2 Department heads shall report all such injuries or illness to the Risk Management Department immediately on "Report of Injury on the Job" forms.

17.2 TREATMENT

17.2.1 The ordering of an employee involved in an on-the-job injury to receive immediate professional medical attention shall be considered a legitimate authority of the County department head and refusal on any grounds other than religious shall be deemed insubordination.

17.2.1.1 Except in dire emergencies, this medical treatment should not be given by County medical personnel.

17.2.1.2 The person or institution rendering the medical treatment should be told that it is a possible Worker's Compensation case.

17.3 PAYMENT OF MEDICAL BILLS

17.3.1 If the injury or illness is deemed compensable by the County's Worker's Compensation Servicing Agent, the servicing agent will pay reasonable and necessary medical charges for care and treatment of a work related injury or injuries.

17.3.1.1 All medical bills resulting from the case should be sent to the Risk Management Department.

17.4 PAYMENT FOR TIME OFF

17.4.1 If the injury or illness is deemed compensable, the Michigan Worker's Disability Compensation Act provides that the Employer, the County, shall pay part of the employee's salary if he or she is off work more than one week because of the illness or injury.

17.4.1.1 Oakland County is a licensed self-insured employer and as such pays any benefits to its employees as prescribed by the Michigan Workers' Disability Compensation Act either directly or through its Worker's Compensation Servicing Agent.

17.4.1.2 This amount will usually be less than the employee's normal County salary.

17.4.1.3 This payment is a substitute for a portion of the normal County salary and is not in addition to it.

17.4.1.4 If the employee is off work because of the compensable injury or illness for less than two weeks, the Act provides that he or she will not be paid from the servicing agent for the first week. Compensation shall begin on the eighth calendar day after injury.
17-2

17.4.1.5 If the employee is off work two weeks or more he or she shall be paid from the date of injury.

17.4.2 If the injury or illness is deemed compensable, the employee shall be paid directly by the County in the following manner:

17.4.2.1 An eligible employee off work due to an injury or illness, deemed compensable by the Michigan Workers' Disability Compensation Bureau, shall be paid, by the County, the difference between 100% of their regular normal salary, at the time injured, and the payment made under the provisions of the Workers' Disability Compensation Act for periods (covering original injury or illness or reoccurrence of original injury or illness) not to exceed five working days. The County supplement for compensable time off in excess of five working days shall be reduced to the difference between 80% of the employee's regular normal County salary, at the time injured, and the payment made under the provisions of the Workers' Disability Compensation Act for as long as the Worker's Compensation payments are received but not to exceed 52 weeks including both the portion supplemented at 100% and the portion supplemented at 80% as noted above.

17.4.2.1.1 No deductions shall be made from the employee's Personal Leave, Annual Leave or Sick Leave Reserve to cover this payment from the County.

17.4.2.2 An eligible employee still unable to return to work within the time limit described in Section 17.4.2.1 above, who continues to receive Worker's Compensation payments, shall be paid by the County, the difference between his or her regular salary at the time

injured and the payment made under the provisions of the Compensation Act, and the prorated amount of time involved shall be deducted first from the employee's Personal Leave and Sick Leave Reserve accumulations and if they are exhausted, from the Annual Leave accumulation.

17.4.2.2.1 An eligible employee off work due to an injury or illness deemed compensable by the Workers' Disability Compensation Bureau shall continue to accumulate Annual Leave at the normal rate and shall have the time credited toward the earning of Personal Leave for as long as he or she receives payment from the County under items 17.4.2.1 and 17.4.2.2 above.

17.4.2.2.2 Any amounts payable to an employee under Sections 17.4.2.1 and

17.4.2.2 above, shall be reduced by an amount equal to any benefits received under the provisions of the Oakland County Employees' Retirement System because of such injury or illness. In no case shall the total benefits paid by the combination of Worker's Compensation payments, payment from Oakland County Employees' Retirement System benefits and payment from the County, total more than the employee's normal salary at the time of injury or illness.

17.4.3 Because there may be a delay while the servicing agent is determining if the injury is compensable, the employee shall receive full salary payment from the County until the first Worker's Compensation check is sent. If the injury is later determined noncompensable this time will be deducted from the employee's Personal Leave and Sick Leave Reserve accumulations and if they are exhausted, from the Annual Leave accumulation.

When notification is received by the County that the eligible employee received a payment from the servicing agent, this amount will be deducted from their next County paycheck, even though the time covered by the servicing agent check is different from the time covered by the County paycheck. This is continued until any overpayment is made up and may result in the employee receiving only partial pay from the County for a time after he or she returns to work following a compensable injury.

17.4.4 Non-eligible County employee's (see Rule 22 - Eligibility for Employee Benefits) shall not receive supplemental Worker's Compensation pay (an employee benefit) as described in Section 17.4.2 of this rule.

18. EMPLOYMENT OF RELATIVES

18.1 COVERAGE

18.1.1 All sections of this rule shall apply to all positions covered by the Merit System, regardless of whether the department head obtained his or her position through election, appointment or Merit System appointment.

18.2 DEFINITION OF RELATIVE

18.2.1 For the purpose of this rule, a "relative" shall be a person holding the following relationship to the employee, whether that relationship is natural, adoptive, step or foster in nature.

Spouse	**Uncle**
Child	**Aunt**
Parent	**Niece**
Brother	**Nephew**
Sister	**Parent-in-law**
Grandparent	**Child-in-law**
Grandchild	**Brother-in-law**
First Cousin	**Sister-in-law**

18.3 PROHIBITIONS ON EMPLOYMENT OF PERSONS WHO ARE RELATIVES AT THE TIME OF APPOINTMENT

18.3.1 No person shall be appointed in a department where the department head, assistant department head, head of the division where employed or immediate supervisor is a relative of the employee at the time of appointment. (As described in 18.2 above.)

18.4 PROHIBITIONS ON THE CONTINUED EMPLOYMENT OF EMPLOYEES WHO BECOME SPOUSES AFTER THEY ARE EMPLOYED

18.4.1 No person shall continue to be an employee in a department after he or she becomes the spouse of the department head, assistant department head, head of the division where employed or immediate supervisor.

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REVISED 04/05/09

18.5 PROHIBITIONS ON THE CONTINUED EMPLOYMENT OF EMPLOYEES WHO HAVE REGULAR MERIT SYSTEM STATUS AND WHO ARE RELATIVES OF PERSONS PROMOTED OR APPOINTED TO POSITIONS OF DEPARTMENT HEAD OR ASSISTANT DEPARTMENT HEAD OF THE EMPLOYEE'S DEPARTMENT

18.5.1 Such employees may continue to be employed in the same department except:

18.5.1.1 Spouses as covered under Section 18.4 of this rule.

18.5.1.2 If such a relationship occurs before the employee gains regular Merit System status, the employee should be transferred to another department or separated from the County service.

18.6 PROHIBITIONS ON THE CONTINUED EMPLOYMENT OF EMPLOYEES WHO ARE RELATIVES OF PERSONS PROMOTED OR APPOINTED TO POSITION OF HEAD OF THE DIVISION WHERE EMPLOYED OR IMMEDIATE SUPERVISOR

18.6.1 All lower ranking employees in the division or supervisory unit who are relatives of the division head or supervisor, shall be transferred to another division or supervisory unit of the same department where they will not be supervised by a relative; exceptions may be made by the Human Resources Committee of the Board of Commissioners in cases where there is an intermediate level of supervision between the division head or supervisor and the related employee.
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19. POLITICAL ACTIVITIES (Reference to Section VI, L of the Merit System Resolution)

19.1 ANY OF THE FOLLOWING ACTIVITIES ON THE PART OF COUNTY EMPLOYEES COVERED BY THE MERIT SYSTEM SHALL BE GROUNDS FOR SUSPENSION OR DISMISSAL FROM THE COUNTY SERVICE.

19.1.1 Circulating petitions during scheduled working hours. The exceptions would be internal County authorized elections such as the Personnel Appeal Board, Oakland County Credit Union, and Oakland County Retirement Board.

19.1.2 Engaging in any political activity or campaigning for a public elective office during scheduled working hours or while on duty or while off duty while wearing uniform or other identifying insignia of office.

19.1.3 Neglecting his or her assigned duties or responsibilities because of permitted political activity. This includes circulating nominating petitions for political office during working hours.

19.1.4 Using office, public position, public property or supplies to secure political contributions or to influence a partisan or non-partisan election to fill an office at any level of government.

19.1.5 Soliciting or receiving anything of value as a partisan or non-partisan political contribution or subterfuge for such contribution from any other person.

19.1.6 Giving money, property, or anything of value, as a contribution or subterfuge for such contribution, for any partisan or non-partisan political purposes, to any other public officer or employee, as distinguished from political parties or groups.

19.1.7 Promising, or using influence, to secure public employment or other benefit financed from public funds as a reward for political activity.

19.1.8 Discriminating in favor of, or against, an officer, employee or applicant, on account of his or her political contribution or permitted political activity at any level of government.

19.1.9 Engaging in any permitted political activity directed at other public employees

while the latter are on duty.
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Revised 03/11/25

20. EDUCATION ASSISTANCE

20.1 PURPOSE

Oakland County encourages and assists employees to improve their educational qualifications in subjects and fields of endeavor which are directly related to the County's operations, activities, and objectives and which will place the employee in a position to improve their job performance and professional development.

20.2 ADMINISTRATION

20.2.1 Designated Administrative Authority

The Education Assistance Program shall be administered by the Human Resources Department in accordance with the parameters described in this Rule.

20.2.2 Guidelines and Directives

The Human Resources Department shall establish administrative guidelines and directives supplemental to this rule as may be necessary to ensure fair and equitable distribution of education assistance, to provide sufficient reserves to meet reimbursement commitments and to maintain the overall integrity of the Education Assistance Program.

20.3 TUITION REIMBURSEMENT AND ADVANCEMENT REQUIREMENTS

20.3.1 Employee Eligibility

20.3.1.1 Employment Status

Applicants must be employed with Oakland County at the time of application for reimbursement or advancement and at the time the payment is to be issued. Reimbursements cannot be paid to persons after the date of separation from the County.

20.3.1.2 Employee Benefits Eligibility

FTE Applicants must be eligible for employee benefits, in accord with Merit System Rule 22, at the time of application and at the time the reimbursement or advancement check is to be issued. (Employees on leave of absence without pay and part-time non-eligible employees, for example, are not eligible for this benefit.)

20.3.1.3 Other Sources Tuition Support - Fully Paid

Employees shall not be reimbursed for course work fully reimbursed or paid by tuition payment support from other sources such as, but not limited to, scholarships, fellowships, veterans' educational benefits, Federal, State, Local educational grant, or any other form of tuition support.

20.3.1.4 Other Sources Tuition Support - Partial Payment

Eligible applicants receiving a portion of the tuition costs requested from other sources but less than the maximum amount of reimbursement allowable under this Rule, are eligible for County reimbursement of the difference between the other sources payment and maximum reimbursement allowable under this Rule up to but not exceeding the total cost of tuition.

Caution: Application for and/or acceptance of Oakland County Tuition Reimbursement or Education Assistance by an employee not eligible for employee benefits (20.3.1.2) or reimbursed or paid by other sources (20.3.1.3-20.3.1.4) may be considered a misappropriation of County funds and cause for disciplinary action up to and including dismissal from County employment.

20.3.2 Course Work Eligibility

20.3.2.1 Institutional Requirements
Course work shall be limited to programs offered by universities, colleges, business schools, trade schools, and school systems only, approved/certified by a State Board of Education and accredited by the primary, nationally recognized accrediting association for each type of institution or licensed by a State's Proprietary School Unit. The applicant shall provide documented evidence that his or her school meets this requirement on the request of the Human Resources Department. Course work in non- degree programs that leads to licensure or certification for use in employment with Oakland County will also be accepted.

20.3.2.2 Class Time
No reimbursement or advancement will be allowed for course work taken on work time for which the employee is being compensated by Oakland County. Course work taken while the employee is on paid annual leave may be reimbursable if in accord with other provisions of this Rule.

20.3.2.3 Work Relatedness Course work shall be:

20.3.2.3.1 Directly Related to Employee's Work
Course work should be directly related to the applicant's present job, approved by the Department Authority, and directed towards improving the applicant's knowledge of and performance on the job, or

20.3.2.3.2 Related to Probable Future County Employment Probable Future County Employment shall be defined as a position or positions the employee is likely to be transferred to or promoted to based on reasonable evidence in the applicant's employment history and/or County experience with employees. The applicant must identify the job he/she chooses to work toward and one likely to be achieved on the Tuition Reimbursement Application, or

20.3.2.3.3 Degree Requirement
Course work not directly related to the employee's Present or Probable Future County Employment but required for a degree which is related to Present or Probable Future County Employment or other high demand occupation or career

within Oakland County shall qualify for reimbursement within the intent of this Rule. The applicant may be required to provide reasonable evidence that the non-related course work cannot be substituted by related course work to achieve the same degree.

20.4 REIMBURSEMENT AND ADVANCEMENT PROCEDURE

20.4.1 Applicant Process
Completion of the application form and meeting the application, receipt and grades filing deadlines is the sole responsibility of the applicant.
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Revised 03/11/25

20.4.1.1 Filing Deadlines

20.4.1.1.1 Application Filing Deadline
Applications requesting Tuition Reimbursement or Advancement must be filed prior to the starting date of class. Applications are subject to approval noted in Sections 20.4.1.3 and 20.4.1.4 of this Rule and are approved on a first come, first served basis to the extent funding is available.
The employee is urged to protect their investment by confirming reimbursement before the class starts and before they have committed their own funds.

20.4.1.1.2 Receipt/Grades Filing Deadline
Grades and tuition receipts must be submitted to the Human Resources Department no later than sixty (60) days after the last meeting of the class as noted on the application for reimbursement except a grade of "I" or Incomplete will not be considered for any reimbursement until after successful completion. It is still necessary, however, to submit the incomplete grade within the sixty (60) day period to keep your application active. Also, if for any reason you cannot submit your grades within the filing time frame, e.g., computer error, notify the Human Resources Department in writing as soon as possible, stating the reason for the delay. Failure to meet this filing deadline may result in disqualification for reimbursement.

20.4.1.2 Course Description
Applicants may be required to submit with each application a full description of the course(s) for which reimbursement or advancement is requested. The published catalogue description or other official description provided by the educational institution are required for this purpose.

20.4.1.3 Department Approval
Each application for tuition reimbursement or advancement must be approved by

the employee's Department Authority as being relative to the applicant's present or probable future County employment or as otherwise provided in Section 20.3.2.3 of this Rule.
Applications not approved by the Department Authority shall be returned to the employee by the Department Authority prior to the starting date of the course or no later than five working days after the receipt of the application with a written explanation of why approval was not granted.

20.4.1.4 Human Resources Department Approval
Applications for reimbursement or advancement must be approved by the Human Resources Department to assure that the application is complete and in accord with the provisions of this Rule, that an adequate course description has been provided and that sufficient funding is available to meet the reimbursement request.
Applications approved by the Human Resources Department will be acknowledged by forwarding to the employee a copy of the "Reimbursement Payment Authorization Form". Applications not approved by the Human Resources Department shall be returned to the employee within ten (10) working days of receipt in Human Resources with a written explanation of why the course work was not approved.
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Revised 03/11/25
20.4.1.5 Notice of Change in Course Work
Applicants changing classes after original approval must notify the Human Resources Department in writing stating reason for change and submitting a description of the course for which reimbursement is requested. Changes from course work already approved may invalidate reimbursement approval if the substitute course work cannot be related to the employee's present or probable future County employment or as otherwise provided in Section 20.3.2 of this Rule.

20.4.2 Course Work Documentation

20.4.2.1 Original Documents
Only original documents can be accepted by the Human Resources Department. Original applications, tuition payment receipts and grades or other original proof of successful class completion must be submitted to the Human Resources Department to complete a reimbursement transaction.

20.4.2.1.1 Employees who wish original documents returned should forward the original documents along with a legible duplicate copy. Upon verification of the coursework, original copy will be returned, and the legible duplicate shall be maintained with the employee’s reimbursement records.

20.4.2.2 Verification of Tuition Payment

20.4.2.2.1 Process for Payment: Tuition Reimbursement

Promptly after the end of the course, the applicant should provide Human Resources with an official grade report showing successful completion of the course and a paid bill or receipt indicating the amount of tuition and fees paid as stated in 20.4.2.3

20.4.2.2.2 Process for Payment: Tuition Advancement

Promptly after a request is approved and the training institution invoice is submitted, Fiscal Services/Payroll will initiate a payment, less any financial aid, scholarships, grants, or other tuition assistance. Once the transaction is approved by HR and Fiscal Services, the advancement payment will be mailed directly to the employee for the approved amount. No later than 30 days after the end of the term, the employee who received a tuition advance is responsible for providing HR with an official grade report showing successful completion of the course and a paid bill or receipt indicating the amount of tuition and fees the employee has paid. If a scholarship or grant is received, the employee must reimburse the county the amount of the scholarship or grant from what was previously advanced.

20.4.2.3 Verification of Successful Completion

Applicants are required to submit proof of successful completion of course work if choosing the tuition reimbursement option before payment can be authorized. Course withdrawals or failures are not reimbursable. Institutional grade reports serve this purpose best. A letter from the applicant's course teacher or instructor, on institutional letterhead, verifying successful completion, is an acceptable substitute.

No later than 30 days after the end of the term, the employee who received a tuition advance is responsible for providing HR with an official grade report showing successful completion of the course and a paid bill or receipt indicating the amount of tuition and fees the employee has paid. If a scholarship or grant is received, the employee must reimburse the county the amount of the scholarship or grant from what was previously advanced.

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If the employee does not successfully complete the class, depending on the circumstances, will be allowed one opportunity to retake and pass the course.1

If the employee leaves the education institution, either voluntarily or involuntarily, before successfully completing the course or before reimbursing any amounts owing under this policy, or if an employee does not register for, or stops attending, a course for which they have received an advance, the employee will no longer receive educational assistance through Human Resources.

20.5 REIMBURSEMENT AND ADVANCEMENT LIMITATIONS

20.5.1 Fund Limitations

Reimbursement and advancement request approvals are contingent upon the availability of Tuition Reimbursement funds specifically budgeted for this purpose. Should funding become insufficient to meet reimbursement requests due to increased demand, budget cutbacks or for any other reason, reimbursements and advancement will be processed on a first come, first served basis.

Act 621 of the Public Acts of 1978, otherwise known as the Uniform Budgeting Act, prohibits payment of reimbursements in excess of the funds specifically budgeted for this purpose.

20.5.2 Dollar Limitation
Education Assistance rates shall be determined by the Board of Commissioners.

20.6 EDUCATION ASSISTANCE NOT ALLOWED

20.6.1 Law School Courses
There shall be no Education Assistance for law school classes; however,
employees who are current members in good standing of the State Bar of Michigan may
take law school classes which are directly related to County operations, activities, and
objectives and which will place the employee in a position to improve their job performance and professional development.

20.6.2 Seminars, Conferences, etc.
There shall be no Education Assistance for seminars, conferences or other
programs normally covered by a department's budgeted provisions for travel and
conference.

20.6.3 Degree Limitations
There shall be no Education Assistance for any course work, seminars,
conferences, or other educational programs from the Tuition Reimbursement fund for
employees possessing a Doctor of Philosophy or equivalent advanced degree.

20.6.4 Costs Other Than Tuition
Qualified education payments include payments for tuition, fees, and books.
Reimbursement for other expenses, such as internet, software, lodging, meals, transportation, or other supplies that can be retained by the employee after completing the course of instruction are prohibited. Courses involving sports, games or hobbies are not eligible unless they are required for the degree program, or they have a reasonable relationship to the employer’s business.
1 Two unsuccessful attempts at completing the coursework will result in program suspension under this section until coursework
is successfully completed at employee expense.
REVISED 06/16/16

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21. FAMILY LEAVE

21.1 DEFINITION OF FAMILY LEAVE

21.1.1 A leave of absence from work for the following purposes:

21.1.1.1 Providing care for the employee's newborn child or child placed with the employee for adoption or foster care; and

21.1.1.2 Providing care during the serious health condition of the employee's child, parent or spouse; and

21.1.1.3 Serious health condition of the employee that makes the employee unable to perform the functions of their position.
21.1.1.4 Qualifying exigency related to an employee's spouse, parent or child being called to active duty, and

21.1.1.5 Providing care for an employee's child, parent, spouse or next of kin who has been injured while on active duty.

21.1.2 An employee may use up to a total of 12 work weeks during a calendar year for one or more of the purposes described above in 21.1.1. For leaves pursuant to 21.1.1.5, an employee may take up to 26 weeks in a single 12 month period, beginning with the first day of the leave. This leave cannot exceed 26 weeks or the 12 month period, which ever comes first for injury/illness occurring during active duty.

21.1.3 An employee must exhaust all leave banks except Sick or Sick Leave Reserve prior to using Leave Without Pay during a Family Leave for birth, adoption, or foster care. In addition, an employee must also exhaust their available Sick Leave or Sick Leave Reserve bank prior to using Leave Without Pay in the event of family leave due to a serious health condition (see also 21.7) or during serious health condition of employees child, parent or spouse (see 21.6). In the case of a serious health condition of the employee, drawing from leave banks is not required if the employee is collecting short or long term disability, except for the waiting period.

21.1.4 Subject to eligibility, notification and certification requirements and final review by the Human Resources Department, Family Leave shall be granted at the employee's discretion. The employee must keep their own department/division as well as the Human Resources Department/Employee Records Unit informed at all times as to their status and intention to return to work. Be advised that abuse of this leave will result in cancellation and may result in disciplinary action up to and including dismissal from County employment.

21.2 ELIGIBILITY FOR FAMILY LEAVE

21.2.1 Any employee eligible for employee benefits who has been employed for at least 12 months and has worked at least 1250 hours during the 12 month period immediately preceding the leave is eligible.
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21.3 NOTIFICATION AND VERIFICATION OF FAMILY LEAVE

21.3.1 Except in the case of emergency, employees are expected to complete a "Request for Family Leave" form and provide it to their department head or their designee, 30 calendar days prior to the intended use of Family Leave. Failure to provide adequate notice may result in delay of Family Leave. The employee may be required to provide other certifiable documentation (e.g. birth certificate, date of petition papers, physician statement, proof of relationship to child, parent, spouse) upon requesting the leave or at any time during the course of the leave.

21.3.2 Upon receipt of a completed "Request for Family Leave" form and any certifying documentation provided by the employee, the department/division shall review this form and immediately forward it and any additional information to the Employee Records Unit of the Human Resources Department. All requests for Family Leave are subject to final review by the Human Resources Department. The request form shall be placed in the employee's permanent employment record.

21.3.3 Employees wishing to modify the duration of their original request for Family Leave must notify their department/division and the Employee Records Unit of the Human Resources Department. All such requests for modification are subject to final review by the Human Resources Department.

21.4 EFFECT OF FAMILY LEAVE ON THE EMPLOYEE

21.4.1 During a Family Leave the employee:

21.4.1.1 Does not receive pay from the County unless the employee is on Parental Leave pursuant to Merit Rule 14.4 or is having time deducted from their available leave banks in accordance with section 21.1.3.

21.4.1.2 Does not earn Annual Leave except for the time period during which the employee is on Parental Leave pursuant to Merit Rule 14.4, is receiving short term disability payments or is having time deducted from their available leave banks in accordance with section 21.1.3.

21.4.1.3 Does not get paid for Legal Holidays occurring during the Family Leave unless the employee's leave banks cover the day immediately preceding the holiday and the day immediately following the holiday. Legal Holidays occurring during a period of Parental Leave will be paid and coded as “Parental Leave."

21.4.1.4 Remains a member of the Oakland County Employee's Retirement Plan but:

21.4.1.4.1 Because the Retirement System grants a full month of credit if a fulltime eligible employee is on the payroll for ten days in a calendar month and a full year of credit if a full-time eligible employee is on the payroll for ten months in a calendar year, the effect of Family Leave on the accumulation of Retirement Service Credit time depends on the timing of each leave of absence without pay.

21.4.1.5 Does not have their Benefit Date affected for the first 10 approved leave without pay days used each calendar year. This is true regardless of the nature of the leave without pay (e.g. Family Leave, Extended Vacation, Educational Leaves, etc.). All time spent on leave without pay beyond the initial 10 days per calendar year will not be credited toward an employee's Benefit Date and the employee's Benefit Date will be affected.

21.4.1.6 Will have group health, dental, and vision coverage maintained during the period of an approved Family Leave. Any employee contributions required from full time employees for these coverages will be deducted from the employee's paycheck upon return to work. Part – time eligible employees on such leave, who pay half the premium, should contact the Employee Benefits Unit of the Human Resources Department to make arrangements to pay any premiums (e.g. family continuation riders, dependent dental, etc.) that they would normally pay while actively working.

21.4.1.7 Will retain full coverage under the Employee's Group Life Insurance Plan. The County will continue to pay the premium for the term portion of the employee's Group Life Insurance.

21.4.1.8 Will retain full coverage under the County short and long term disability plan for the remainder of the month in which a requested and approved leave of absence without pay begins plus all of the month immediately following the month in which the leave without pay begins. Employees must meet all other requirements, as approved by the insurance carrier, in order to receive payments.

21.4.1.9 Is allowed to return to work at the end of the Family Leave to the same classification that the employee was performing when he or she went on leave and to the salary in effect for that class at the time of the return from leave.

21.4.1.10 In addition, employees on the Flexible Benefits Plan will be responsible for paying any additional amounts they are having deducted as a result of their selections under this plan upon their return to work.

21.4.1.11 Approved Family Medical Leave Act (FMLA) will run concurrently with Parental Leave. Ineligibility or exhaustion of FMLA does not preclude eligibility for Parental Leave pursuant to Merit Rule 14.4.

21.5 BIRTH, ADOPTION OR FOSTER CARE

21.5.1 Family Leave for the purpose of providing care for the employee's newborn child, foster child or newly adopted child must be taken within 12 calendar months of the date of birth or adoption. Leave for these purposed shall not be taken intermittently or on a reduced leave schedule (partial days). Birth certificate, date of petition papers or other verifiable documentation may be required.

21.5.2 An employee and spouse who both work for Oakland County are limited to a

combined total of 12 work weeks during the 12 month period for Family Leave described under this section.

21.6 SERIOUS HEALTH CONDITION OF A CHILD, PARENT OR SPOUSE

21.6.1 A serious health condition is defined as an illness, injury, impairment or physical or mental condition that involves inpatient care in a hospital, hospice or residential medical care facility or continuing treatment by a health care provider. The employee may be required to provide certifiable documentation. Certification provided under this section shall be sufficient if it states: 1) the date on which the serious health condition commenced; 2) the probable duration of the condition; 3) the appropriate medical facts within the knowledge of the health care provider regarding the condition; 4) a statement that the eligible employee is needed to care for the son, daughter, spouse, or parent and an estimate of the amount of time that such employee is needed to care for the son, daughter, spouse, or parent.

21.6.2 Leave may be taken intermittently or by utilizing partial days off when medically necessary. If an employee requests intermittent leave, or leave on a reduced leave schedule that is foreseeable based on planned medical treatment, the County may require such employee to transfer temporarily to an available alternative position offered by the County for which the employee is qualified and that; A) has equivalent pay and benefits; and B) better accommodates recurring periods of leave than the regular employment position of the employee. In the case of certification for intermittent leave, or leave on a reduced leave schedule, for planned medical treatment, the dates on which such treatment is expected to be given and the duration of such treatment may be required.

21.6.3 A spouse is defined as a husband or wife. Employee may be required to provide proof of relationship.

21.6.4 Parent-child relationship is defined as a biological, adopted, foster, step child, legal ward or a child of a person standing in loco parentis (e.g. an aunt, uncle, etc. who acted as a parent to the child). Employee may be required to provide proof of relationship.

21.6.5 Parent relationship includes employee's biological parents or an individual who stood in loco parentis (e.g. an aunt, uncle, etc. who acted as a parent to the employee) for the employee. Employee may be required to provide proof of relationship.

21.7 SERIOUS HEALTH CONDITION OF AN EMPLOYEE

21.7.1 A serious health condition is defined as an illness, impairment, or physical or mental condition that involves; A) inpatient care in a hospital, hospice, or residential

medical care facility; or B) continuing treatment by a health care provider. Employees covered by short/long term disability plan whose personal illness or disability is expected to last more than 5 consecutive working days must make application for disability benefits. Completing a family leave request form is not required if you have made application for short/long term disability.

21.7.2 Request for leave to be taken intermittently or on a reduced leave schedule may require certification by a health care provider stating the medical necessity, dates of treatment and expected duration of treatment.

21.7.3 All time spent on short and long term disability, including the waiting period, shall count toward the 12 work week total accumulation allowed in a 12 month period. (see section 21.1.2)

21.7.4 All time spend on worker's compensation shall count toward the 12 work week total accumulation allowed in a 12 month period. (see section 21.1.2)

21.7.5 Certification provided under this section shall be sufficient if it states: 1) that the employee is unable to perform the functions of the position of the employee; 2) the date on which the serious health condition commenced; 3) the probable duration of the condition; 4) the appropriate medical facts within the knowledge of the health care provider regarding the condition; 5) in the case of certification for intermittent leave, or leave on a reduced leave schedule, a statement of the medical necessity for the intermittent leave or leave on a reduced leave schedule, and the expected duration of the intermittent leave or reduced leave schedule.

21.8 ELIGIBILITY FOR MILITARY FAMILY LEAVE

21.8.1 An employee may use up to 12 work weeks for leave which is the result of a "qualifying exigency" related to a child, spouse or parent being called to active duty. This leave does not need to be a result of a serious injury or illness, but for any qualifying exigency caused by the call to active duty.

21.8.2 An employee may use up to 26 work weeks of leave in a single 12 month period to care for the employee's child, parent, spouse, or next of kin, who has a serious injury or illness occurring while on active duty. Verification of next of kin may be required. This leave is limited to a maximum of 26 weeks in a single 12 month period per qualifying illness/injury.
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21.8.3 Leave may be taken intermittently or on a reduced leave schedule and, for leave resulting from a serious injury or illness, may require certification by a health care provider stating the medical necessity, dates of treatment and expected duration of treatment.

21.9 RETURN FROM A FAMILY LEAVE

21.9.1 When an employee returns from a Family Leave, the employee's department head must notify the Employee Records Unit of the Human Resources Department to verify the actual dates of Family Leave usage, before the employee can be returned to the payroll.

21.9.2 Consistent with the employee's authorization provided on the "Request for Family Leave" form, if the employee fails to return to County employment at the end of a Family Leave, the employee will be considered to have resigned from County employment effective on the date the employee was expected to return to work and may be liable for any health premiums paid by the County during the period of Family Leave.

21.9.3 Returning to work prior to the return to work date indicated on the "Request for Family Leave" form is permitted, upon written notification to their department/division and the Employee Records Unit of the Human Resources Department. All such requests are subject to final review of the Human Resources Department.

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22. ELIGIBILITY FOR EMPLOYEE BENEFITS

22.1 DEFINITION OF EMPLOYEE BENEFITS

22.1.1 This rule shall be used to determine eligibility for the following Employee Benefits (unless spelled out differently in the provisions of, or laws regulating, the individual benefit).

- The earning, accumulation and use of Annual Leave.
- The earning, accumulation and use of Personal Leave.
- The use of Death Leave.
- County Payment of Traditional Health Coverage or Health
- Maintenance Organization Coverage.
- Membership in Oakland County Employee's Retirement System.
- County Group Life Insurance.
- Service Increment Pay. (See Rule 2.9)
- Tuition Reimbursement.
- Legal Holidays and Floating Holiday.
- Social Security.
- Worker's Compensation Supplemental Pay.
- Dental Coverage.
- Vision Coverage.
- Short-term and Long-term Disability Income Programs.
- The use of Parental Leave.

22.2 ELIGIBILITY

22.2.1 Part-time non-eligible employees shall not be eligible for these employee benefits. Employees appointed as part-time non-eligible who exceed the 1,000 hour limit shall not become eligible for benefits retroactively or upon exceeding the 1,000 hour limit. The type of the appointment (e.g. part-time non-eligible) shall govern employee benefit eligibility.

22.2.1.1 Department heads shall be responsible for assuring that part-time non-eligible employees are separated prior to exceeding 1,000 hours of work. Any part-time noneligible appointee exceeding 1,000 hours shall be terminated immediately by the Human Resources Department.

22.2.1.2 Employees in the classification of student shall not be eligible for employee benefits regardless of the number of hours worked in a 12 month period. Time served as a student or part-time non-eligible employee shall not be credited toward employee benefit eligibility for any classification.

22.2.1.3 Newly hired part-time non-eligible employees transitioning from County full-time status will be offered medical coverage if required in accordance with the Patient Protection and Affordability Care Act.

22.2.2 Full-time or part-time eligible employees shall be eligible for these employee benefits, with the following exceptions:

22.2.2.1 Part-time eligible (see Merit Rule 4) employees shall:
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22.2.2.1.1 Earn and accumulate Annual Leave on a pro-rated basis each pay period; based on the ratio of the number of hours they worked compared to the normal 80 hour pay period.

22.2.2.1.2 Use Personal Leave, Annual Leave, Sick Leave Reserve and Death Leave off with pay only to cover their normal working schedule of working days and hours.

22.2.2.1.3 Be paid for Legal Holidays not actually worked on the pro-rata applied to the previous pay period.

22.2.2.1.4 Be paid for Legal Holidays actually worked by applying Rule 26 to the hours actually worked on the day in question.

22.2.2.1.5 Receive 20 hours (2 and 1/2 days) of Personal Leave each year (half the five received by a full-time employee).

22.2.2.1.6 Receive four (4) hours of Floating Holiday time each year.

22.2.2.1.7 Have full traditional health coverage available with the County paying 50% of the premium and the employee paying 50% plus any required additions.

22.2.2.1.8 Have full coverage under the County dental plan available with the County paying 50% of the premium and the employee paying 50%. Employees are eligible for dental benefits on the first of the month following the completion of twelve (12) consecutive months of service since the date of their most recent hire.

22.2.2.1.9 Have an amount of life insurance equal to 1 and 1/2 times an amount equivalent to one-half of the annual full time salary for the classification. Employee contributions (if any) are also based on one-half salary.

22.2.2.1.10 Earn retirement credit based on the actual number of hours worked.

22.2.2.1.11 Not be eligible for long term disability insurance.

22.2.2.1.12 Be eligible for short term disability but the benefit is computed on an amount equal to one-half of the annual full time salary for the classification.

22.2.2.1.13 Have full coverage under the County vision plan available with the County paying 50% of the premium and the employee paying 50%. Employees are eligible for vision on the first of the month following the completion of six (6) consecutive months of service since the date of their most recent hire.

22.2.2.1.14 Part-time eligible employees are not eligible for coverage under the Flexible Benefits Plan.

22.2.2.1.15 Part-time eligible employees are not eligible for Parental Leave.

22.2.3 Unless spelled out differently in the rule applying to the individual employee benefit and with the exceptions noted in points 22.2.3.1, 22.2.3.2, 22.2.3.3, 22.2.3.5, 22.2.3.6, and 22.2.3.7 below, employees made eligible under this rule shall be eligible for employee benefits from the first day of County employment.

22.2.3.1 Employees are eligible for dental benefits on the first day of the month following the completion of twelve (12) consecutive months of service since the date of their most recent hire. Employees on the Flexible Benefits Plan are eligible for dental at the time they become eligible for health coverage.

22.2.3.2 Employees are eligible for vision benefits on the first of the month following the completion of six (6) consecutive months of service since the date of their most recent hire. Employees on the Flexible Benefits Plan are eligible for vision at the time they become eligible for health coverage.

22.2.3.3 Employees are eligible for Short or Long Term Disability benefits after six (6) consecutive months of service has been completed since the date of their most recent hire.

22.2.3.4 Failure to file the required paperwork for Short Term Disability with the Employee Benefits Unit of the Human Resources Department within 30 calendar days of the date of the employee's first day off work due to the disability shall result in ineligibility to receive this benefit. Employees are not eligible to submit a Disability claim after they have been separated from County Service.

22.2.3.5 Employees receive Personal Leave days after six (6) months of consecutive service has been completed since the date of their most recent hire. Employees are then credited with the appropriate Personal Leave Time.

22.2.3.6 Employees are eligible for health coverage as set forth in the enrollment schedule contained in the Employee Information section of this book.

22.2.3.7 Employees are eligible for life insurance coverage on the first of the month following the date of their most recent hire.

22.2.3.8 Employees receiving Short Term Disability Income benefits shall continue to have time spent on disability credited as time worked for the purpose of maintaining their benefit date for the first 130 work days of disability in any 12 month period. During this 130 day period, the employee shall continue to earn annual leave days and retirement credits and shall continue to receive those paid benefits they would otherwise be receiving if they were at work for all time spent on Short Term Disability, provided they have not been separated from County service. In addition, employees on the Flexible Benefits Plan will be responsible for paying any additional amounts they are having deducted as a result of their selections under this plan upon their return to work.

22.2.3.9 Employees receiving Long Term Disability Income benefits who are not separated from County service shall no longer have the time spent on disability credited as if they were at work for the purpose of maintaining their benefit date, shall not earn annual leave days or retirement credits, nor be credited with additional personal leave days and shall not receive any other paid benefits from the County. These employees may elect to maintain their health care, dental, and vision coverage through the County group plan provided they continue to submit prompt payment for such benefits. The two exceptions are health coverage which will be continued by the County for the first six months of Long Term Disability provided all eligibility requirements have been met and Life Insurance which continues for the duration of the long term disability or age 65, which ever occurs first. Separation from County Service does not affect the limited continuation of health land life insurance benefits just described.

22.2.3.10 The Flexible Benefits Plan shall apply to employees in non-represented positions and in represented positions whose collective bargaining agreement includes

this plan. New hires will receive a plan as designated by Oakland County and will be provided opportunity to make selections during the next open enrollment period.

22.2.3.11 Employees on Parental Leave pursuant to Merit Rule 14.4 shall continue to have time spent on Parental Leave credited as time worked for the purpose of maintaining their benefit date. The employee shall continue to receive those paid benefits they would otherwise be receiving if they were at work. All benefit contributions will be deducted from an employee's bi-weekly payroll check.

22.2.4 Time spent in non-eligible County employment cannot later be made eligible time and be credited toward employee benefits, except as they qualify under section

22.3.2.1.2 below.
Human Resources Department Note: Part-time eligible employees are responsible to check the provisions of individual benefits to determine final eligibility.
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22.3 LENGTH OF COUNTY SERVICE

22.3.1 For Retirement Benefits

22.3.1.1 Length of County service shall be determined by the amount of service recognized by the Oakland County Employees' Retirement System.

22.3.2 For all other employee benefits based on length of service

22.3.2.1 Length of service shall be determined by the employee's "Benefit Date" which is based on time recognized by the Oakland County Retirement System except:

22.3.2.1.1 Regardless of the amount of service recognized by the Retirement System, and with the exceptions noted below, after January 1, 1971, only time for which the employee was actually paid by the County payroll shall be recognized as counting toward an employee's Benefit Date.

22.3.2.1.1.1 Time spent on Military Leave from Oakland County shall be counted.

22.3.2.1.1.2 Time recognized under section 22.3.2.1.2 below, shall also be counted.

22.3.2.1.1.3 The first ten days of Leave Without Pay used each calendar year do not affect the Benefit Date for full-time eligible employees.

22.3.2.1.1.4 An employee may use up to a total of 130 Short Term Disability days (working days) in a 12 month period without affecting their Benefit Date. Each Short Term Disability day in excess of 130 days in a 12 month period will move an employee's Benefit Date forward one day.

22.3.2.1.1.5 All time taken under Merit Rule 13.3.9, Administrative Leave Without Pay for budgetary or organizational purposes taken on or after June 28, 2003, shall be counted toward an employee's Benefit Date.

22.3.2.1.2 Service on the County payroll in non-eligible employment which meets the following criteria shall be included when computing the Benefit Date.

22.3.2.1.2.1 The service shall be immediately proceeding eligible County employment.

22.3.2.1.2.2 The transition from non-eligible to eligible employment must have been made without a break in service.

22.3.2.1.2.3 The entire period of non-eligible employment immediately preceding eligible County employment must have been full-time in nature as defined below.

22.3.2.1.2.3.1 The employee must have worked a total number of hours that is greater than or equal to the total number of hours available to work for a full-time employee, minus the maximum Annual Leave or Personal Leave usage available to a similarly situated full-time employee during the period being considered.

22.3.2.1.2.3.2 Hours available to work refers to the normal County work schedule of 8 hours per day, 5 days per week.

22.3.2.1.2.3.3 Official County holidays (including the floating holiday) are not counted as hours available for a full-time employee to work under section 22.3.2.1.2.3.1 above.

22.3.2.1.2.4 The Oakland County Retirement Board shall be responsible for determining what portion of time, if any, that an employee spends in noneligible employment shall be recognized by the Oakland County Retirement System.

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23. ANNUAL LEAVE

23.1 DEFINITION OF ANNUAL LEAVE

Annual Leave is absence from work for which the employee is paid just as if he or she were at work. Annual Leave is earned and accumulated each pay period at a rate dependent on the length of the employee's County service. When Annual Leave is used, and the amount of Annual Leave that is taken at one time, are at the discretion of the employee's Department Head within the limitations of the employee's accumulation, of necessity, the welfare and convenience

of the County and the continuation of the services the department renders must be the foremost consideration in allowing Annual Leave. An Annual vacation is the most common use of Annual Leave, although it also may be used for other purposes such as personal business and to cover a period of illness after Sick Leave Reserve or Personal Leave have run out.

23.2 ELIGIBILITY FOR ANNUAL LEAVE

23.2.1 See Rule 22 "Eligibility for Employee Benefits."

23.2.2 All employees eligible for Annual Leave shall begin their accumulation from the first day of eligible County employment.

23.3 RATE OF ACCUMULATION OF ANNUAL LEAVE AND MAXIMUM ACCUMULATION

23.3.1 Annual Leave shall be earned and accumulated by pay periods, according to the following chart.

LENGTH OF ELIGIBLECOUNTY SERVICE (SEE RULE 22)		**DAYS OF ANNUAL LEAVE EARNED ***	**MAXIMUM** ACCUMULATION HOURS/DAYS**	
From	Through	Hours Per Pay In 12 Months	Elig. O/T	N/Elig. O/T
0	1 Year	3.07	10 Days	N/A N/A
2 Yrs	4 Years	3.69	12 Days	144/18.0 288/36.0
5 Yrs	9 Years	4.61	15 Days	180/22.5 360/45.0
10 Yrs	14 Years	5.53	18 Days	216/27.0 432/54.0
15 Yrs	19 Years	6.15	20 Days	240/30.0 480/60.0
20 Yrs	24 Years	6.76	22 Days	264/33.0 528/66.0
25 Yrs	Remainder of County Service	7.38	24 Days	288/36.0 576/72.0

*While the amounts earned per pay period do not appear to add up exactly to the amounts earned in a twelve month period, the computer which does the accumulating automatically corrects for this, once a year. See also Section 23.2.2 of this rule.

**The maximum accumulation for employees eligible for Overtime is based on one and one-half year's worth of Annual Leave earnings. The maximum accumulation for employees not eligible for overtime is based on 3 years worth of Annual Leave earnings. When the maximum accumulation of Annual Leave is reached, additional time spent in County service, while an employee's Annual Leave accumulation is at the maximum, will not earn annual leave, either for immediate or future use when the employee's accumulation is below the maximum.

23.4 USE OF ANNUAL LEAVE

23.4.1 Annual Leave may be used only with the permission of an employee's department head. This provision shall apply to all other sections of this plan.

23.4.2 Annual Leave may be used at any time **after** it is earned, subject to item 23.4.1 above.

23.4.3 Annual Leave **may not be used before it is earned**.

23.4.4 Annual Leave may be used in any combination of days, subject to item 23.4.1 above.

23.4.5 Employees not eligible for overtime for whom Annual Leave has been placed in an Annual Leave Reserve Bank may draw from their reserve subject to item 23.4.1 above.

NOTE: At the time the maximum accumulation was applied to "non-overtime" employees, all banked Annual Leave days in excess of two times the annual earnings rate was placed in the Annual Leave Reserve. This allowed all “non-overtime” employees one more year to accumulate Annual Leave and schedule vacations before reaching the accumulation maximum.

23.5 EFFECT OF PERSONAL LEAVE AND SICK LEAVE RESERVE ON ANNUAL LEAVE

23.5.1 Employees utilizing Personal Leave or Sick Leave from their Sick Leave Reserve Bank shall continue to accumulate Annual Leave just as if they were on the job.

23.5.2 If an employee has reason to draw from his or her Sick Leave Reserve Bank during a period of Annual Leave usage and if such Sick Leave Reserve is used to cover an illness of the employee and this usage is documented by a physician's written statement to the department head's satisfaction, such time may be deducted from the employee's Sick Leave Reserve instead of from his or her Annual Leave Accumulation.

23.6 EFFECT OF SHORT TERM AND LONG TERM DISABILITY INCOME INSURANCE ON ANNUAL LEAVE

23.6.1 Employees receiving Short Term Disability Income Insurance payments shall continue to accumulate Annual Leave just as if they were on the job.

23.6.2 Employees receiving Long Term Disability Income Insurance payments who remain on the roll as a County employee shall not accumulate Annual Leave.

23.7 EFFECT OF DEATH LEAVE ON ANNUAL LEAVE

23.7.1 If an employee has reason to use Death Leave during a period of Annual Leave

usage, and such Death Leave is documented to the department head's satisfaction, such time may be considered as Death Leave instead of deducted from the employee's Annual Leave accumulation. (See also, Rule 25, "Death Leave")
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23.8 EFFECT OF PAID LEGAL HOLIDAYS ON ANNUAL LEAVE

23.8.1 Legal Holidays, as defined in these rules, which are counted as days off with pay by the County, shall not be deducted from an employee's Annual Leave accumulation when they fall during a period of Annual Leave usage.

23.9 EFFECTS OF LEAVES OF ABSENCE WITHOUT PAY ON ANNUAL LEAVE

23.9.1 Employees shall not accumulate Annual Leave while on Leaves of Absence Without Pay.

23.10 PAYMENT FOR UNUSED ACCUMULATED ANNUAL LEAVE ON SEPARATION FROM COUNTY SERVICE

23.10.1 Employees separated from County Service shall be paid at separation, for their unused accumulation of Annual Leave at the salary rate the employee is being paid on his or her final day of actual work.

23.10.1.1 This payment shall not be included in the computation of final average compensation (F.A.C.) for retirement benefit purposes for employees initially appointed to eligible County service (see rule 22) after December 31, 1977.

23.11 EFFECT OF TRANSFER OF AN EMPLOYEE FROM ONE DEPARTMENT TO ANOTHER WITHIN THE COUNTY SERVICE, ON ANNUAL LEAVE

23.11.1 An amount of money equal to the amount of unused Annual Leave time the employee has in their accumulation at the time of the transfer, paid at the rate the employee is being paid at the time of the transfer, shall be transferred from the salaries budget of the department the employee is transferring from, into the salaries budget of the department he or she is transferring to, if requested by the department head of the latter.

23.12 ANNUAL LEAVE BUY BACK

23.12.1 Each calendar year in March, the Human Resources Department will send notification to all Departments announcing the deadline and paycheck dates that full-time employees may request cash-out annual leave time under certain conditions. This date may change due to extenuating circumstances, following a letter of notification from the County Executive to the Board of Commissioners.

23.12.2 Eligible employees will complete a form with leave time verified and signed by their supervisor then turned into Payroll by the specified deadline.

23.12.3 Pay out of annual leave time will occur on the payout schedule identified in the announcement.
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23.12.4 Eligible employees must have a minimum of 60 hours in their annual leave bank at the time of the cash out payment. If the annual leave balance falls below the 60 hours at the time of payment, then the annual leave request to cash-out will be denied.

23.12.5 Employees will not be allowed to cash out annual leave to less than 40 hours balance in their annual leave bank.

23.12.6 A request for a minimum of 20 hours is required to cash out annual leave. Annual leave time will be cashed out in one hour increments up to a maximum of 40 hours.

23.12.7 Annual leave time cashed out is subject to all payroll income tax withholding requirements as well as any garnishment, wage assignment, levy, income withholding order requirements, employee benefit contributions and/or arrearages.

23.12.8 Annual leave cash out shall not be included in the final average compensation (FAC) for employees on the defined benefit plan and no additional contributions will be made to an employee's defined contribution plan by the County or the employee as a result of the payment.
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24. PERSONAL LEAVE

24.1 DEFINITION OF PERSONAL LEAVE

24.1.1 Personal Leave is an absence from work for which the employee is paid just as if he or she was at work. Personal Leave may be used for an employee's, or their family member's, mental or physical illness, injury, or health condition; medical diagnosis, care, or treatment, or preventative medical care; including that which results from domestic violence or sexual assault. Paid Personal Leave may also be used for other types of personal business, appointments, to supplement vacation, and to provide general work/life balance.

24.2 ELIGIBILITY FOR PERSONAL LEAVE

24.2.1 See Rule 22 - "Eligibility for Employee Benefits".

24.2.2 All employees eligible for Personal Leave will receive this benefit as detailed below.

24.2.2.1 Full-time eligible employees will be issued ten (10) Personal Leave days during the first full pay period of each calendar year "Days" are equal to 8-hour days or a total of 80 hours per year.

24.2.2.2 Part-time eligible employees will receive five (5) Personal Leave days during the first full pay period of each calendar year "Days" are equal to 8-hour days or a total of 40 hours per year.

24.2.2.2.1 Part-time non-eligible (PTNE) and seasonal / temporary employees will accrue paid sick time as required by and in compliance with the State of Michigan Earned Sick Time Act.

24.2.2.3 New employees will receive Personal leave days effective the first pay period following their hire date.

24.3 ACCUMULATION OF PERSONAL LEAVE

24.3.1 Employees may accumulate and carry forward up to a maximum of fifteen personal leave days, unless otherwise required by the State of Michigan Earned Sick Time Act (ESTA) or other applicable law. Regardless of accruals and carry-forward amounts, personal time use is limited to a total of fifteen days (120 hours) each calendar year. This 15-day use limit includes the 72 hours provided by ESTA.

24.3.2 Personal Leave days have no cash-in value.

24.4 USE OF PERSONAL LEAVE

24.4.1 Personal Leave may be used with the permission of the employee's department head or designee. The employer shall not require disclosure of details related to medical condition, domestic violence, or sexual assault which may give rise to the need to utilize personal leave as earned sick time.

If an employee's need to use personal time is foreseeable, advance notice is required. Requests made within 7 days of the date personal time is to begin will be approved.

24.4.3 Personal Leave may also be used without advance permission if the need for leave is not foreseeable.

24.4.3.1 For use of Personal Leave for more than 3 consecutive days, the department head or designee may contact Human Resources to assist in obtaining reasonable documentation affirming the time has been used for permissible purposes.

24.4.3.2 Employees unable to work their shift shall notify their department authority or designated representative as follows:

24.4.3.2.1 In departments operating 24 hours a day, seven days a week, no later than one hour before their normal work shift begins if directed to do so in writing by their department authority, or no later than one-half hour before their normal work shift begins if not directed otherwise by their department authority.

24.4.3.2.2 In departments where the department authority or designated representative is normally on duty to receive such calls, no later than one-half hour before their normal work shift begins.

24.4.3.2.3 In departments where the department authority or designated representative is not normally on duty prior to the beginning of the normal work shift, as soon as possible after the beginning of their normally scheduled work shift or, in any case, no later than one-half hour after the work shift begins.

24.4.3.3 Personal Leave may not be used before it is credited to the Personal Leave Bank and no more time may be used than what is available in the Personal Leave Bank.

24.4.3.4 Personal Leave may be used in the smallest increment available through the payroll system used to account for absences.

24.5 EFFECT OF PERSONAL LEAVE ON ANNUAL LEAVE

24.5.1 Employees on Personal Leave shall continue to accumulate Annual Leave just as if they were on the job.

24.5.2 Legal Holidays which are counted as days off with pay by the County shall not be deducted from an employee's Personal Leave accumulation when they fall during a period of Personal Leave usage.

24.6 EFFECT OF RE-EMPLOYMENT ON PERSONAL LEAVE

24.6.1 Former employees who return to County Service within six (6) months of separation shall have previous accrued, unused Personal Leave reinstated.

24.6.2 Employees who leave the County Service to enter the Armed Forces of the United States under the provisions of the Selective Service Act, who are members of the Armed Forces and are called to active duty, or who enlist in the armed Forces during a declared national emergency shall, upon re-employment by the County, have available any unused Personal Leave previously earned; provided that such re-employment takes place within six months after discharge or release from active duty in the Armed Forces whichever is later.

24.7 EFFECT OF DEATH LEAVE ON PERSONAL LEAVE

24.7.1 Employees who are given permission to use Death Leave during the period of approved Personal Leave usage shall not have the time spent on Death Leave deducted from their Personal Leave accumulation.

25. DEATH LEAVE

25.1 DEFINITION OF DEATH LEAVE

25.1.1 Death Leave is an absence from work, for not more than three consecutive working days, for which the employee is paid just as if at work, because the reason for the absence is the death of a member of the immediate family or household as described by the following provision of this plan.
25.1.2 The deceased must bear one of the following relationships to the employee. (Whether the relationship is natural, adoptive, step or foster in nature.)

Spouse Spouse's Grandparent
Child Brother-in-law
Parent Sister-in-law
Guardian Son-in-law
Grandparent Daughter-in-law
Brother Member of the employee's
Sister household which is in his or her
Grandchild residence at the time of
Spouse's Parent death

25.2 ELIGIBILITY FOR DEATH LEAVE USE

25.2.1 See Rule 22 - "Eligibility for Employee Benefits."

25.3 USE OF DEATH LEAVE

25.3.1 Death Leave may be used only with the permission of the employee's department head.

25.3.2 Permission to use Death Leave must be secured before the Death Leave is used. Employees must submit their request for Death Leave usage on the "Request for Approval of Death Leave" forms. These forms will then be forwarded to the Human Resources Department.

25.3.3 In the event of the death of the employee's spouse, child, parent, brother or sister, the employee shall be granted three consecutive working days Death Leave.

25.3.4 The length of Death Leave for relatives other than those listed in 25.3.3 above shall be at the discretion of the employee's department head, depending on the relationship of the employee to the deceased and the geographical location of the funeral, but in no case shall leave for one death be longer than three consecutive working days.
NOTE: These changes shall apply to all non-union employees and to those union employees whose collective bargaining agreement provides for these benefit

changes.
25-2

25.4 EFFECT OF DEATH LEAVE ON SICK LEAVE AND ANNUAL LEAVE ACCUMULATIONS

25.4.1 Time taken off with pay as Death Leave shall not be deducted form either the employee's Annual Leave Accumulation or Sick Leave Accumulation.
REVISED 02/24/23
26-1

26. LEGAL HOLIDAYS
26.1 DEFINITION

26.1.1 The following holidays are recognized as holidays by the County of Oakland.

New Year's Day	- January 1
Martin Luther King's Day	- The third Monday in January
President's Day	- The third Monday in February
Memorial Day	- The last Monday in May
Juneteenth	- June 19
Independence Day	- July 4
Labor Day	- The first Monday in September
Election Day	**-** The Tuesday following the first Monday in November in even years, this includes national, state and local government representatives at all levels up to the governor and president.
Veterans' Day	- November 11
Thanksgiving Day	- The fourth Thursday in November
Friday after Thanksgiving	
Christmas Eve Day	- December 24
Christmas Day	- December 25
New Year's Eve Day	- December 31

26.1.2 In addition to the above holidays, full-time County employees will receive one “Floating Holiday” each calendar year. Full-time on-site (non-hybrid) employees will receive an additional Floating Holiday (two 8-hour days in total) each calendar year.

Floating Holiday time is awarded and available for use at the beginning of each calendar year. For new hires, it is awarded upon hire. Floating Holiday time is use/lose and does not carry over. Floating Holiday time has no monetary value and cannot be cashed in at any time.

A Floating Holiday is equivalent to an 8-hour workday. Departments may set different requirements for use of floating holiday time depending on operational needs. The department head or designee(s) shall be responsible for considering the best interest of the department and County service when approving the use of Floating Holiday time.

When using the Floating Holiday time, employees shall be paid at their regular rate. There shall be no holiday premium pay for this day. Use of floating holiday time shall not be counted as hours worked for purposes of calculating overtime.

26.1.2.1 Employees who work remotely any portion of their schedule are required to submit a hybrid schedule in the Workday system and are considered hybrid employees. Hybrid employees are not eligible for the additional floating holiday.

26.1.2.2 A hybrid employee who misrepresents their schedule to receive on-site benefits, such as the additional floating holiday, will be subject to disciplinary action and will be required to forfeit any benefits/time gained through the misrepresentation of their on-site/hybrid status.

26.1.2.3 If a hybrid employee loses their eligibility to work hybrid due to performance or operational needs, or due to a change in position, and that change exceeds four (4) consecutive months, the employee will receive the additional floating holiday for on-site employees on a prorated basis.

26.1.2.4 If an employee experiences a qualifying life event that requires they change from on-site to hybrid, or vice versa, the additional floating holiday time will be prorated and either awarded (if changing from hybrid to on-site) or adjusted (if changing from on-site to hybrid.) If there is insufficient floating holiday time remaining to offset the change in status, the time will be adjusted from a leave bank of the employee's choosing. For purposes of this section, a qualifying life event is one which triggers eligibility to make benefit changes outside of the open enrollment period.

26.1.2.5 The department head or designee(s) shall be responsible for periodically reviewing and validating on-site and hybrid work status reports, and annually certifying accuracy and guard against misuse.

The remaining Section of this rule shall not apply to the Floating Holiday provision.

26.1.3 County Clerk Elections Division employees who are required to work on Election Day, will not recognize this day as a holiday. County Clerk Elections Division employees will receive one (1) additional Floating Holiday to compensate for working on the Election Day holiday in the subsequent year following an Election Day holiday. This day will be used in the same manner as the Floating Holiday in 26.1.2.

26.2 HOLIDAYS FALLING ON SUNDAY

26.2.1 Whenever New Year's Day, Independence Day, Veterans' Day, or Christmas Day falls on Sunday, the following Monday shall be a Holiday.

26.2.2 Whenever Christmas Eve or New Year's Eve falls on Sunday, the preceding Friday shall be a holiday.

26.3 HOLIDAYS FALLING ON SATURDAY

26.3.1 Whenever Independence Day, Veterans' Day, Christmas Eve Day or New Year's Eve Day falls on Saturday, the preceding Friday shall be a Holiday.

26.3.2 Whenever Christmas Day or New Year's Day falls on Saturday, the following Monday shall be a Holiday.

26.4 HOLIDAYS OFFICIALLY CELEBRATED ON MONDAY

26.4.1 Whenever one of the designated Holidays is celebrated on Monday, in compliance with Act 12 of the Public Acts of 1969, that Monday shall be considered as the Official Holiday for the purpose of these regulations.

26.5 EFFECT OF LEGAL HOLIDAYS

26.5.1 All County departments and institutions shall be closed on these designated Holidays except those departments and institutions which must stay open to provide continuous round-the-clock service.

26.5.2 County employees eligible for employee benefits under Rule 22 shall be granted time off with pay except as otherwise indicated in the provisions of this rule.

26.5.3 In those County departments and institutions which provide 24 hour, 7 days a week service, those employees on seven-day scheduling shall be designated eligible for holiday compensation on the actual holiday rather than the County celebrated holiday.

26.5.3.1 In those instances when New Year's Eve Day, New Year's Day, Independence Day, Veteran's Day, Christmas Eve Day, or Christmas Day falls on Saturday or Sunday these designated employees shall be compensated for the actual day on which the holiday falls. (Section 26.2 and Section 26.3 of this Rule shall not affect these designated employees.)

26.5.3.2 Under no circumstances shall an employee be eligible to receive holiday pay for both the County celebrated holiday and the actual holiday when the two do not coincide.

26.5.3.3 This shall apply to employees in positions assigned to workstations providing weekend service and excluding employees normally assigned to a Monday through Friday work schedule.

26.6 METHODS OF COMPENSATION FOR LEGAL HOLIDAYS

26.6.1 The following provisions apply only to those employees both eligible for employee benefits under Rule 22 and eligible for overtime under Rule 2, Section 2.10.2.

26.6.2 Eligible, but less-than-full-time employees shall be compensated for Legal Holidays in the same manner as full-time employees, except:

26.6.2.1 The compensation for those who actually worked the Holiday in question but who worked less than a full shift, shall be based on the hours actually worked.

26.6.2.2 The compensation for those who did not work the Holiday in question shall be based on their pro-ration for employee benefits of the previous pay period. (The ratio between the hours actually worked in the previous pay period and a full eighty hour pay period.)

26.6.3 Situations

26.6.3.1 Employees normally scheduled to work on the day in question, but who do not because they have been granted the day off with pay because it is a Legal Holiday:

26.6.3.1.1 Shall be paid at their regular rate for the day, just as if they had worked.

26.6.3.2 Employees whose normal scheduled day off falls on the day in question, because of the assigned shift, and who do not work the day shall be granted an extra day's pay at the employee's regular rate.

26.6.3.3 Employees normally scheduled to work the day in question, but who would get it off with pay because it is a Legal Holiday, but who are assigned to work the day in spite of it being a Legal Holiday:

26.6.3.3.1 For the Legal Holiday the employee shall be granted:

- A day's pay at the employee's regular rate.

26.6.3.3.2 In addition, for the time actually worked on the Legal Holiday, the employee shall be granted time and one-half in pay.

26.6.3.4 Employees whose normal day off falls on the day in question because of the assigned shift, but who are assigned to and work the day in spite of it being a normal day off and Legal Holiday:

26.6.3.4.1 For the Legal Holiday, the employee shall be granted a day and one half in pay.

26.6.3.4.2 In addition, for the time actually worked on the Legal Holiday, the employee shall be granted time and one-half in pay.

26.7 EFFECTS OF LEGAL HOLIDAYS ON OTHER EMPLOYEE BENEFITS

26.7.1 Effect of Legal Holidays on Sick Leave Reserve

26.7.1.1 Legal Holidays falling within a period when an employee is on Sick Leave Reserve shall be counted as the Legal Holiday off and shall not be deducted from the employee's Sick Leave Reserve accumulation.

26.7.2 Effect of Legal Holidays on Annual Leave

26.7.2.1 Legal Holidays falling within a period when an employee is on Annual Leave, shall be counted as the Legal Holiday off and shall not be deducted from the employee's Annual Leave Accumulation.

26.7.3 Effect of Legal Holidays on Personal Leave

26.7.3.1 Legal Holidays falling within a period when an employee is on Personal Leave shall be counted as the Legal Holiday off and shall not be deducted from the employee's Personal Leave accumulation.

26.7.4 Effect of Legal Holidays on Leave of Absence

26.7.4.1 Employees on Leave of Absence Without Pay shall not receive Legal Holidays off with pay and shall not accumulate equivalent time off with pay for such Legal Holidays. An employee shall not receive pay for the Legal Holiday if they are on Leave of Absence Without Pay the day before the Legal Holiday and/or the day after the Legal Holiday.

OAKLAND COUNTY MICHIGAN
BOARD OF COMMISSIONERS

AGENDA ITEM: Fiscal Years 2025, 2026, 2027, and 2028 Collective Bargaining Agreement for Employees Represented by the Technical, Professional, and Officeworkers Association of Michigan (TPOAM), Representing the Prosecutor Investigators
DEPARTMENT: Human Resources
MEETING: Legislative Affairs & Government Operations Committee
DATE: Tuesday, September 9, 2025 9:00 AM - Click to View Agenda

ITEM SUMMARY SHEET

COMMITTEE REPORT TO BOARD

Resolution #2025-5712
Motion to approve the proposed Collective Bargaining Agreement between the County of Oakland and the Technical, Professional, and Officeworkers Association of Michigan, covering the period of October 1, 2024, through September 30, 2028.

ITEM CATEGORY	SPONSORED BY
Collective Bargaining Agreement	Brendan Johnson

INTRODUCTION AND BACKGROUND

The County of Oakland and the Technical, Professional, and Officeworkers Association of Michigan (TPOAM), representing the Prosecutor Investigators, have negotiated a four (4) year Collective Bargaining Agreement for the period October 1, 2024, through September 30, 2028. This agreement covers ten (10) full-time and one (1) part-time non-eligible positions.

The parties have agreed to the following:

- A 3.0% wage increase for Fiscal Year 2025, retroactive to October 1, 2024
- A one-time payment of $1,500
- A 5.0% wage increase for Fiscal Year 2026
- A 3.75% wage increase for Fiscal Year 2027
- A 3.75% wage increase for Fiscal Year 2028
- The County will provide an annual $500 “Merit Max. Incentive” for employees at the top of the salary range for more than 1 year.
- A 401(a) employer contribution increase to 12% in Fiscal Year 2028.
- Increase Personal Leave from 40 to 80 hours each calendar year, with a 160-hour cap
- Acceptance of the 5-Year Benefits Plan adopted by the Board of Commissioners

A budget amendment is not required as the agreement will be reflected in the FY 2026 - FY 2028 Adopted Budget. See attached financial impact statement.

POLICY ANALYSIS

The request is to approve the Collective Bargaining Agreement between the County of Oakland and the Technical, Professional, and Officeworkers Association of Michigan, which represents the

Oakland County Prosecutor's Office Investigators. These employees have been working without a contract for about a year, and therefore, this agreement is retroactive to October 1, 2024.

- This Collective Bargaining Agreement was ratified on August 21, 2025.

FISCAL IMPACT: No Budget Amendment Needed

Committee members can contact Pam Worthington, Analyst at 248.613.8325 or worthingtonp@oakgov.com or the department contact persons listed for additional information.

CONTACT

Daniel Klemptner

ITEM REVIEW TRACKING

Hailey Matthews, Human Resources	Created/Initiated - 8/26/2025
Renee Collins-Curtis, Fiscal Services	Approved - 9/3/2025
Sheryl Johnson, Fiscal Services	Approved - 9/8/2025
Pamela Worthington, Board of Commissioners	Approved - 9/8/2025
Brendan Johnson, Board of Commissioners	Final Approval - 9/8/2025

AGENDA DEADLINE: 08/26/2025 4:30 PM

ATTACHMENTS

1. Prosecutor CBA - Financial Impact Statement -PI
2. PROS. INV. SUMMARY 8.15
3. PROS CBA 2025-2028 CBA FINAL 9.4.25

COMMITTEE TRACKING

2025-09-09 Legislative Affairs & Government Operations - Forward to Finance
2025-09-10 Finance - Recommend to Board
2025-09-18 Full Board

Motioned by: Commissioner Marcia Gershenson
Seconded by: Commissioner Linnie Taylor

Yes: Ann Erickson Gault, Marcia Gershenson, Karen Joliat, Penny Luebs, Linnie Taylor, David Woodward (6)
No: Robert Hoffman (1)
Abstain: None (0)
Absent: Brendan Johnson (1)
Passed

MR# 2025-5712

AGENDA ITEM: Fiscal Years 2025, 2026, 2027, and 2028 Collective Bargaining Agreement for Employees Represented by the Technical, Professional, and Officeworkers Association of Michigan (TPOAM), Representing the Prosecutor

NOTE: A budget amendment is not required as the agreement will be reflected in the FY 2026 - FY 2028 Adopted Budget. See financial impact statement below.

Total Salary and Fringe Benefits with Agreement Adjustments			
Fiscal Year	All Funds	General Fund FND10100	FND11005 Law Enforcement Grants
FY2025	1219094	$ 896,168.00	$ 322,926.00
FY2026	1267202	$ 930,745.00	$ 336,457.00
FY2027	1309979	$ 961,636.00	$ 348,343.00
FY2028	1354361	$ 993,685.00	$ 360,676.00
Total	$ 5,150,636.00	$ 3,782,234.00	$ 1,368,402.00
The impact affects 11 positions, including 9 that are currently filled and 2 that are vacant. There are 10 full-time equivalent (FTE) positions and 1 part-time non-equivalent (PTNE) position.			

YoY Changes			
Fiscal Years	All Funds	General Fund FND10100	FND11005 Law Enforcement Grants
FY25	$ 16,500.00	$ 16,500.00	$ -
FY25- FY 26	$ 48,108.00	$ 34,577.00	$ 13,531.00
FY26- FY 27	$ 42,777.00	$ 30,891.00	$ 11,886.00
FY27- FY 28	$ 44,382.00	$ 32,049.00	$ 12,333.00
Total	$ 151,767.00	$ 114,017.00	$ 37,750.00
**FY2025-2026 reflects a one-time $1,500 bonus for FY25 only.*			

TPOAM (PROSECUTOR'S INVESTIGATOR) ADDITIONS SUMMARY

4 year contract 2024-2028

General Salary Increase:

Based on acceptance of all benefit concessions

- 3.0% Wage increase for FY 2025 (Contract Year 2024) retro to October 1, 2024, **** each member of this bargaining unit will receive a one time payment of $1,500.00 upon approval of this contract by the Board of Commissioners.**
- 5.0% Wage increase for FY 2026 (Contract Year 2025)
- 3.75% Wage increase for FY 2027(Contract Year 2026), tied to a 5 tier Rx change
- 3.75% Wage increase for FY 2028(Contract Year 2027)
- It is agreed upon that any bargaining unit members that are positioned between the new salary step #1 and #60 upon reorganization of the schedule will be bumped up two steps in pay

Retirement:

401(A)

Based on acceptance of all benefit concessions

- FY 2025: 9% employer contribution, 3% employee contribution
- FY 2026: 9% employer contribution, 3% employee contribution
- FY 2027: 9% employer contribution, 3% employee contribution
- FY 2028: 12% employer contribution, 3% employee contribution

** It is agreed upon that the county matching funds for both the 401(a) and 457)b) plans will be retroactively applied at the higher wage rate for fiscal year 2025 starting from October 1st, 2024, through the signing date of this contract.

Benefits

- County to increase Personal Leave from 40 to 80 hours each calendar year; 160 hours cap
- Adopted Healthy Workplace Policy which provides up to 3 paid days off for each incident for serious communicable illness (Covid, RSV, Influenza) for non-hybrid employees (originally LOA)
- Added Tuition Reimbursement: up to $5250 annually (accept July 2024 BOC resolution)
- Compensate members for 10 hours each holiday not worked and for 10 hours to the assigned FLT HOL
- Added $500 Merit Max incentive
- Reduced Salary steps from 8 to 6
- PTNE Pros. Investigators will be paid at top step in salary range.
- New Section – Death in the line of Duty

NON-ECONOMIC

- Management Responsibilities – Update to 1st Paragraph
- Updated language in filling of vacancies article
- Discipline – New 1st Paragraph
- Discipline – New Section Member Participation in Discipline Process
- Discipline – New Section Separation & Termination of Employment
- Discipline – Add new 2nd & 3rd Paragraphs
- Adopted select Merit Rules within as appendix
- Death in the line of Duty – New Section

THE COUNTY OF OAKLAND, AND

THE OAKLAND COUNTY PROSECUTOR

AND

THE OAKLAND COUNTY PROSECUTOR'S

INVESTIGATORS ASSOCIATION

PROSECUTOR'S INVESTIGATORS

Collective Bargaining Agreement

October 1, 2024 – September 30, 2028

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ARTICLE 1- AGREEMENT

This agreement is made and entered into this 1st day of October 2024 by and between the County of Oakland and the Oakland County Prosecutor, hereinafter referred to collectively as the "Employer", and the Oakland County Prosecutor's Investigators Association, hereinafter referred to as the "Union". It is the desire of both parties to this agreement to continue to work harmoniously and to promote and maintain high standards between the Employer and employees, which will best serve the citizens of Oakland County.

ARTICLE 2- RECOGNITION

The Employer recognizes the Union as the exclusive representative of the employees of the Oakland County Prosecutor's Office investigators, for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and other terms and conditions of employment, in the following bargaining unit for which they have been certified, and in which the Union is recognized as collective bargaining representative, subject to and in accordance with the provisions of Act 336 of the Public Acts of 1947, as amended.

All Oakland County
Prosecutor's Office investigators as defined in
M.E.R.C. Case #76, H410 (Prosecutor's Investigators)
And Part-Time Non-Eligible (PTNE) Prosecutor's Investigators

All Prosecutor Investigators are certified law enforcement officers with the Michigan Commission on Law Enforcement Standards and are required to maintain this certification annually. The general duties of this position are, but not exclusive to, assisting in the preparation and trial of criminal cases, which may include interviewing witnesses and victims, reviewing evidence, , serving court documents, testifying in court and providing public safety within the office of the Prosecutor.

ARTICLE 3- MANAGEMENT RESPONSIBILITY

Decisions regarding hiring, promotion, separation, termination and discipline are solely within the discretion of the Prosecutor. Union members shall not be subject to retaliation for participating in legally protected activities and shall not be discriminated against on the basis of race, color, religion, sex (including sexual orientation and gender identity), national origin, disability, age, political affiliation or genetic information. In addition, the work schedules, methods and means of departmental operations are solely and exclusively the responsibility of the employer, subject, however, to the provisions of this agreement.

ARTICLE 4- FILLING OF VACANCIES

This section is to ensure the equitable and fair chance of all current union members to have the ability to submit application for any existing and new openings within the Prosecutor's Investigator classification. Nothing within this section is intended to circumvent the power of the Prosecutor to make decisions related to their staff.

A. When a new vacancy occurs in this classification Administration shall notify the bargaining unit board and send an email notification of the position opening to all current bargaining unit members. This email shall contain any prerequisite experience, certifications or education required for the position and a deadline for application submission.

   This section does not apply to the Conviction Integrity Unit if there are no prior Non-Oakland County Law Enforcement Officers currently in the bargaining unit interested as it is understood this is a necessary pre-requisite.

B. If current bargaining unit members are interested in the open position, have met the stated prerequisite requirements and have submitted their application by the required deadline Administration shall schedule an in-person interview with each such candidate

C. All interviewed candidates will be given consideration without discrimination. The ultimate hiring decision will be at the sole discretion of the Prosecutor.

D. The union does recognize that if the filling of this open position is time sensitive due to the nature of the prosecution cases that are being handled in that division or due to financial funding concerns Administration may exercise their right to transfer a current bargaining unit member at their discretion.

ARTICLE 5- DISCIPLINE

Decisions regarding hiring, promotion, separation, termination and discipline are solely within the discretion of the Prosecutor.

A: **MEMBER PARTICIPATION IN DISCIPLINE PROCESS**

A bargaining unit member shall not be involved in the disciplinary proceedings of another bargaining unit member.

B: SEPARATION & TERMINATION OF EMPLOYMENT

If a member chooses to separate from employment the following shall be applied as appropriate for reporting to MCOLES: (1) Retirement or (2) Resignation in Good Standing.

If the Prosecutor chooses to separate a member from employment the following shall be applied for reporting to MCOLES: (1) Reason – Separation due to At Will employment (2) Circumstances – No Fault Action.

If a member engages in misconduct that results in termination of their employment by the Prosecutor, the appropriate selection for reporting to MCOLES shall be chosen from the MCOLES Separation Affidavit form. PA 128 of 2017 Section 28.563 (Amended 1/15/2018) allows for the member to review upon request and include a dispute in writing regarding the contents of this reporting to MCOLES prior to it being submitted.

C: APPEALS PROCESS

Employees shall have the right to appeal terminations by final and binding arbitration. The arbitration panel shall consist of the Prosecutor or designee, the Director of Human Resources or designee, and the Oakland County Undersheriff or designee. The decisions to terminate shall only be overturned by a majority vote of the panel.

An appeal of termination by the union member must be submitted in writing to Oakland County Labor Relations within 14 days of notification of termination.

An arbitration panel hearing must be scheduled within 14 days of the written appeal being received by Labor Relations

ARTICLE 6- LAYOFF AND RECALL

If and when it becomes necessary for the Employer to reduce the number of employees in the work force, the employees will be laid off by order of seniority and ability to perform the remaining work and shall be recalled in the same order that they were laid off. Prosecutor's Investigators shall be eligible for recall on a time for time basis for up to 24 months following the date of their layoff. New Prosecutor's Investigators shall not be hired while there are Investigators eligible for recall on layoff.

ARTICLE 7- REPRESENTATION

The Bargaining Unit shall select by a majority vote, one of their members to represent them in matters of disciplinary action. This name shall be certified in writing to the Prosecuting Attorney. Permission for the representative of the Bargaining Unit to leave their work station for the purpose of handling disciplinary matters will not be unreasonably withheld.

ARTICLE 8- FALSE ARREST INSURANCE

Employees covered by this agreement shall be provided, by the Employer, a policy of False Arrest Liability Insurance. The premiums for such insurance will be paid by the County.

ARTICLE 9- DEFENSE AND INDEMNIFICATION

In accordance with Miscellaneous Resolution #85339, adopted November 21, 1985 by the Board of Commissioners, whenever a claim is made or a civil action is commenced against an officer or employee of the County of Oakland for injuries to persons or property allegedly caused by the officer or employee while acting within the scope of his or her authority, the County shall pay for all reasonable costs of litigation and engage or furnish the services of an attorney in accordance with County policy to advise the officer or employee as to the claim and to appear for and represent the officer or employee in the action.

The County may compromise, settle and pay the claim before or after the commencement of a civil action. Whenever a judgement for damages is awarded against an officer or employee of the County as a result of a civil action for personal injuries or property damage caused by the officer or employee while in the course of employment and while acting within the scope of his or her authority, the County of Oakland shall indemnify the officer or employee or pay, settle or compromise the judgement. To be eligible for the Defense and Indemnity obligations set forth in this paragraph, officers and employees shall cooperate in all respects with Corporation Counsel or assigned counsel in defending the claim or lawsuit.

When a criminal action is commenced against an officer or employee of the County of Oakland based upon the conduct of the officer or employee in the course of employment, if the employee or officer had a reasonable basis for believing that he or she was acting within the scope of his or her authority at the time of the alleged conduct, the County of Oakland shall pay for, engage or furnish the services of an attorney to advise the officer or employee as to the action and to appear for and represent the officer or the employee in the action. To be eligible for payment or reimbursement for counsel, an employee or officer who is charged criminally must immediately provide notice of and a copy of the criminal charges to Oakland County Corporation Counsel. It is understood that the bargaining unit member's obligation to provide immediate notice to Corporation Counsel of any criminal action requires the member to promptly provide notice as soon as is practicable, but in no event, not later than fourteen (14) calendar days after receiving notice of any criminal action. Provided that the employee is otherwise entitled to have the County pay for the services of an attorney pursuant to this Article, the parties agree to identify a panel of five (5) attorneys, from which a member may choose and who will provide legal representation. The County, through the Office of Corporation Counsel, shall select two (2) attorneys, the Association shall select (2) attorneys and the fifth attorney shall be by mutual agreement. In the event of a vacancy in the panel it shall be filled by the party who appointed the attorney who left the panel. In order to be eligible for payment or reimbursement, the member must select an attorney from the panel. It is understood that the maximum payments from the County shall be pursuant to the following schedule: Misdemeanors - $5,000; Non-capital Felony - $15,000; and Capital Felony - $30,000. In the event an attorney provides services through an hourly rate, the attorney shall provide the County Department of Corporation Counsel with monthly billings that do not infringe on the attorney-client relationship. However, in no event shall the County be liable for attorney fees in excess of the amounts set forth above. Separate counts in a criminal complaint or indictment shall not be aggregated (e.g., a complaint/indictment count for a Non-capital Felony and another count for a Capital Felony will result in a maximum payment of $30,000; a complaint or indictment for three (3) separate Misdemeanors will result in a maximum payment of $5,000). Any attorney's fees in excess of the maximum amount shall be the sole responsibility of the bargaining unit member.

Per MISCELLANEOUS RESOLUTION #86124, adopted May 8, 1986 by the Board of Commissioners, "Officer(s) and Employee(s) of Oakland County" are defined to include: Elected or Appointed Officers and Officials; Employees; Volunteers; all Committees, Authorities, Commissions, Boards and Councils, including those incorporated by authority of State or Federal Law, and all members thereof.

The County may purchase liability insurance to provide the above protection or may provide a self-insurance program.

ARTICLE 10- GENERAL CONDITIONS

Section 1

The provisions of this agreement shall be applied equally and without favoritism to all employees in the Bargaining Unit. There shall be no discrimination as to age, sex, marital status, race, color, creed, national origin or political affiliation. The Union shall share equally with the Employer the responsibility for applying this provision of the agreement.

Section 2

The reemployment rights of employees and probationary employees who are veterans will be limited by applicable laws and regulations.

ARTICLE 11- APPENDIX C

The provisions of Miscellaneous Resolution #4606 as adopted by the then Oakland County Board of Supervisors on September 19, 1966, and approved by the electorate on November 8, 1966, shall continue to apply as set forth therein.

The rules in effect as detailed in Appendix C shall be adopted as part of this contract. The provisions of the CBA and rules contained solely within this agreement govern the terms and conditions of employment between the Employer and this bargaining unit.

ARTICLE 12- MAINTENANCE OF CONDITIONS

Conditions of employment in effect at the execution of this agreement, except as changed in accordance with the terms of the agreement, shall be maintained.

ARTICLE 13- NO STRIKE-NO LOCKOUT

Under no circumstances will the Union cause or authorize or permit its members to cause, nor will any members of the bargaining unit take part in any strike, sit down, stay-in or slow down or any violation of any State law. In the event of a work stoppage or other curtailment, the employees involved shall be subject to immediate discharge as a violation of the collective bargaining agreement.

The Employer will not lockout any employees of the bargaining unit during the term of this agreement.

ARTICLE 14- SPECIAL CONFERENCES

Special conferences for important matters may be arranged at a mutually convenient time between the Local President and the Employer or its designated representative upon the request of either party. Such meetings shall be between at least two representatives of the Employer (one from Human Resources, and one from the Prosecutor's Office) and no more than two employee representatives of the Union. Arrangement for such special conferences shall be made in advance and an agenda on the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in special conferences shall be

confined to those included in the agenda. The members of the Union shall not lose time or pay for time spent in such conference.

ARTICLE 15- DUES CHECK-OFF

1. The Employer agrees to deduct the Union membership initiation fee and dues, once each month, from the pay of those employees who individually authorize in writing that such deductions be made. All authorizations delivered to the Employer prior to the first day of the month shall become effective during that succeeding month. Check-off monies will be deducted from the second paycheck of each month and shall be remitted together with an itemized statement to the Local Treasurer of the Union or his/her designee in writing within fourteen (14) days after the deductions have been made.

2. Each employee who signs the Union's Application for Union Membership and Authorized Dues Deduction Card shall have Union dues deducted from their paychecks as set forth in paragraph one. Such authorization and assignment is voluntary and not conditioned upon present or future membership in the Union. The dues authorization and assignment shall be irrevocable and shall automatically renew itself for successive yearly periods thereafter unless the employee gives written notice to the Employer and the Union between December 1 and December 31 each year of the employee's desire to revoke same and in such event Union dues deduction shall cease. An employee shall also cease to be subject to check-off deductions beginning with the month immediately following the month in which the employee is no longer a member of the bargaining unit.

3. Employees may resign their Union membership at any time by notifying the Union but may still be responsible for payroll deductions as set forth in Subsection 2.

4. Deductions for any calendar month shall be remitted to the Local Treasurer of the Union as set forth in paragraph one. In the event that a refund is due to any employee for any sums deducted from wages and paid to the Union, it shall be the responsibility of such employee to obtain the appropriate refund from the Union.

5. The Employer shall not be liable for the remittance or payment of any sums other than those constituting actual deduction made. If the Employer fails to make a deduction for any employee as provided, it shall make that deduction from the employee's next pay period in which such deduction is normally deducted after the error has been called to its attention by the employee or the Union.

6. If there is an increase or decrease in Union payroll deductions, as determined and established by the Union, such changes shall become effective upon the second pay period following notice from the Union to the Employer of the new amount(s).

7. The Union will protect, save harmless and indemnify the Employer from any and all claims, demands, lawsuits, attorney fees, and all other forms of liability by reason of action taken by the Employer for the purpose of complying with this Article.

8. Should there be a conflict between the dues authorization form signed by the employee and this Article of the labor contract, this Article shall be controlling.

ARTICLE 16- DEATH IN THE LINE OF DUTY

In the event of death in the line of duty, the County shall provide a single point of contact to support the family through every step of closing out employment, transitioning benefits, applying for benefits and any other needs the family may have. The County shall work with the designated contact/beneficiary in accordance with HIPAA requirements.

Final payroll payment to the beneficiary on record shall include wages/salary for all time actually worked and payment for all accrued, unused paid time including floating holidays, personal leave, and annual leave.

The County shall continue fully-paid medical benefits without interruption, including dental, optical and access to the Employee Assistance Program (EAP), for the decedent's spouse and any dependents enrolled in the plan at the time of death, including unborn children if the spouse is expecting at the time of death, until the spouse becomes eligible for Medicare and the dependents reach age twenty-six (26).

ARTICLE 17- DURATION

This agreement shall remain in full force and effect until midnight, September 30, 2028. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing ninety (90) days prior to the anniversary date, that it desires to modify this agreement. In the event that such notice is given, negotiations shall begin no later than ninety (90) days prior to the anniversary date. This agreement shall remain in full force and be effective during the period of negotiations and until further notice of termination of this agreement is provided to the other party in the manner set forth in the following paragraph

In the event that either party desires to terminate this Agreement, written notice must be given to the other party no less than ten (10) days prior to the desired termination date which shall not be before the anniversary date set forth in the preceding paragraph.

It is agreed and understood that the provisions contained herein shall remain in full force and effect so long as they are not in violation of applicable statutes and ordinances and remain within the jurisdiction of the County of Oakland.

ARTICLE 18- ECONOMIC MATTERS

The agreement between the parties on economic matters are set forth in Appendix A, Appendix B and Appendix C attached hereto and are incorporated into this collective bargaining agreement, subject to the terms and conditions thereof.

ARTICLE 19- EMERGENCY MANAGER CLAUSE

An emergency manager appointed under the Local Financial Stability and Choice Act, 2012 PA 436, MCL 141.151 to 141.1575 shall be allowed to reject, modify or terminate the collective bargaining agreement as provided in the Local Financial Stability Choice Act.

OAKLAND COUNTY PROSECUTOR'S INVESTIGATORS ASSOCIATION

_____
Eric Ronewicz

COUNTY OF OAKLAND
A Michigan Constitutional Corporation

_____
David T. Woodward, Chairperson
Board of Commissioners

OAKLAND COUNTY PROSECUTOR'S INVESTIGATORS ASSOCIATION

_____
Dave Szlezyngier

OAKLAND COUNTY PROSECUTOR

_____
Karen D. McDonald
Prosecuting Attorney

OAKLAND COUNTY EXECUTIVE

_____
David Coulter
County Executive

APPENDIX A

WAGES

Fiscal Year 2025:

Classification	Step 1	Step 12	Step 24	Step 36	Step 48	Step 60
Prosecutor	$2650.76	$2793.39	$2935.99	$3078.54	$3232.4	$3394.14
Investigator	$33.1345	$34.9174	$36.6999	$38.4818	$40.4060	$42.4267

Each member of this bargaining unit will receive a onetime payment of $1,500.00 upon approval of this contract by the Board of Commissioners.

The wage increase for the 2025 fiscal year will be applied retroactively from October 1st, 2024 through the signing date of the new contract.

Bargaining unit members that are positioned between the new salary step #1 and #60 upon reorganization of the schedule will be bumped up two steps in pay.

All PTNE Prosecutor Investigators will be paid at salary step 60

- Fiscal Year 2025 – 3.0% Increase; retroactive to 10-01-2024. Should a general wage increase greater than 3% be provided to the general, non-represented employee groups, then this bargaining unit would be entitled to the same increase applied at the same time and in the same manner.
- Fiscal Year 2026 – 5.0% increase.
- Fiscal Year 2027 – 3.75% increase.
- Fiscal Year 2028 – 3.75% increase.

APPENDIX B
BENEFITS

The fringe benefits modified in previous Collective Bargaining Agreements shall continue in effect unless subsequently modified.

Hours of Work and Compensation for Legal Holidays

It being recognized through past practice that Prosecutor's Investigators are normally scheduled to work a 10 hour – 4 day work week. It shall therefore be established that the holiday rate paid to Prosecutor's Investigators for a scheduled 4 day work week will be 10 hours holiday pay.

Based on the above recognition the County will compensate members for 10 hours each Holiday not Worked and for 10 hours to assigned Floating Holiday(s).

Clothing Allowance
Effective October 1, 2025, Prosecutor's Investigators will be eligible to receive a Clothing Allowance of $500 annually to be paid in installments of $250.00 June 15 and $250.00 December 15.

Merit Max Incentive
The county will pay on an annual basis a Merit Max Incentive of $500.00 to each member who has been at the maximum salary step for 1 year or more.

Personal Leave Time
The county will increase Personal Leave Time provided annually from 40 hours to 80 hours each calendar year. The associated time bank cap will be increased to 160 hours.

Healthy Workplace Policy
The membership has agreed to adopt the Healthy Workplace Policy which provides up to 3 paid days off for each incident of a serious communicable illness (Covid, RSV, Influenza).

See Appendix D

Retirement
Effective January 1, 2016 the County will increase its contribution from $50.00 to $75.00 per pay period for those eligible for the Retirement Health Savings Plan. Employees hired on or after April 1st, 2007 shall be subject to Misc. Resolution #05258 (Retirement Health Savings Plan) that was implemented in FY 2006, for non-represented employees.

Adopt the 5-Year Benefits Plan for calendar years 2026 – 2030 as outlined in Attachment #3

Retirement Benefits 401(a) – 2025, 2026, 2027, and 2028

- FY 2025: 9% employer contribution, 3% employee contribution
- FY 2026: 9% employer contribution, 3% employee contribution
- FY 2027: 9% employer contribution, 3% employee contribution
- FY 2028: 12% employer contribution, 3% employee contribution

The county provides $1500.00 in matching funds to each member that contributes funds to the Deferred Compensation plan 457(b).

The county matching funds for both the 401(a) and 457(b) plans will be retroactively applied at the higher wage rate for fiscal year 2025 starting from October 1st, 2024, through the signing date of this contract.

APPENDIX B (cont.)
EMPLOYEE HEALTH BENEFITS

Changes in plan design:

Any aspect of plan design that would directly impact employees' costs, including required per-pay-period contributions, co-pays, co-insurance, health savings account contributions, and other direct out-of-pockets, will remain intact and unchanged for the life of this contract.

The only exceptions to this are the limits and requirements created by law or regulation, such as the minimum deductible permissible for a High-Deductible Health Plan set by the IRS, or maximum contribution levels in various pre-tax savings accounts set by the IRS.

The County agrees to offer the benefit choices and options available as of the date of this contract so long as they are administratively viable. If the vendor no longer provides the program, the County is not obligated to create or maintain one. If fifty or fewer employees across the workforce enroll in a benefits plan or program, the County may opt to eliminate the plan or program due to lack of interest.

Prior to eliminating a benefits plan or program due to administrative viability or lack of interest, the County will notify the union and provide the opportunity to meet and confer to determine a transition plan that is mutually agreeable.

The parties agree that from time to time there is need to make minor changes in benefit plan design that do not impact employees' costs. There may also arise the need for the County to make plan design changes to improve access and equity across its workforce.

In these instances, the County will notify the union of minor changes or plan enhancements and provide the opportunity to meet and confer prior to implementation.

The parties agree that the standard provider formulary will be utilized and understand that it may change from time to time as new drugs come to market and as determined by the pharmacy benefit provider under contract with the County. The County will maintain the latest formulary on the employee benefits website.

The County retains the right to administer benefit plans according to benefit plan contracts and may correct errors at any time.

2027
5-TIER Rx

Rx Tier	Market Average (National)	OC Current	OC 2027
Generic	$ 15	$ 10	$ 10
Preferred	$ 40	$ 30	$ 30
Non-Preferred	$ 80	$ 50	$ 50
Specialty (Preferred)	20%	N/A	$ 100
Specialty (Non-Preferred)	25%	N/A	$ 150

Align with standard BCBS formulary

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2026 Contributions

Family Composition	Employee $ Contribution, Per Pay Period (26)									
	PPO1 CURRENT	PPO1 2026	PPO2 CURRENT	PPO2 2026	BCN CURRENT	BCN 2026	HDHP/PPO CURRENT	HDHP/PPO 2026	Trad CURRENT	Trad 2026
1. Employee Only	42	50	52	40	26	35	10	0	62	72
2. Employee + Child	75	85	80	60	45	55	15	0	99	109
3. Employee + 2 or more Children	85	95	95	75	55	65	25	0	104	114
4. Employee + Spouse	75	110	80	95	45	80	15	45	99	134
5. Employee + Spouse + Child(ren)	85	120	95	110	55	90	25	55	104	139

2026 DENTAL PLAN IMPROVEMENTS

(Pending final vendor contract)

	Standard Plan		High Plan		Premier Plan (NEW)	
Bi-Weekly Contributions	Employee	$0	Employee	N/A	Employee	$10
	Emp + Child	$0	Emp + Child	$5	Emp + Child	$10
	Employee + Children	$0	Employee + Children	$10	Employee + Children	$15
	Emp + Spouse	$10	Emp + Spouse	N/A	Emp + Spouse	$20
	Emp/Sp/Children	$15	Emp/Sp/Children	$20	Emp/Sp/Children	$25
Employee; Employee + Child	DEDUCTIBLES $25					
Employee + Children	$50					
Employee + Spouse; Employee + Family	$75					
Diagnostic & Preventive	Covered at 100%; no copay or deductible; not counted toward the annual maximum					
Basic*	Covered at 85%		Covered at 85%		Covered at 90%	
Major**	Covered at 50%		Covered at 50%		Covered at 75%	
Orthodontia	Not covered		Covered at 50%; up to age 19		Covered at 50%; no age limit	
Orthodontia Limit	N/A		$1,500 per individual per lifetime (currently $1,000)		$2,000 per individual per lifetime	
Maximum Annual Benefit***	$1,500 per individual (currently $1,000)		$1,500 per individual		$2,000 per individual	

Pair new cost-sharing model with drastic increase in opt-out waivers

Waivers	Current: Per Pay Period	Model: Per Pay Period	Model: Annual
Employee Only (or spousal waiver)	$7.67	$50	$ 1,300
Employee + 1	$15.38	$100	$ 2,600
Family	$23.08	$150	$ 3,900

Eliminates separate dental opt-out payment

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Appendix C- Merit Rules

STANDARDS OF CONDUCT FOR OAKLAND COUNTY OFFICERS AND EMPLOYEES 1. A public officer or employee shall not divulge to an unauthorized person, confidential information acquired in the course of employment in advance of the time prescribed for its authorized release to the public. 2. A public officer or employee shall not represent his or her personal opinion as that of an agency. 3. A public officer or employee shall use personnel resources, property, and funds under the officer or employee's official care and control judiciously and solely in accordance with prescribed constitutional, statutory, and regulatory procedures and not for personal gain or benefit. 4. A public officer or employee shall not solicit or accept a gift or loan of money, goods, services, or other thing of value for the benefit of a person or organization, other than the County, which tends to influence the manner in which the public officer or employee or another public officer or employee performs official duties. 5. A public officer or employee shall not engage in a business transaction in which the public officer or employee may profit from his or her official position or authority or benefit financially from confidential information which the public officer or employee has obtained or may obtain by reason of that position or authority. Instruction which is not done during regularly scheduled working hours, except for annual leave or vacation time, shall not be considered a business transaction pursuant to this subsection if the instructor does not have any direct dealing with or influence on the employing or contracting facility associated with his or her course of employment with this County. 6. Except as otherwise provided by State law, a public officer or employee shall not engage in or accept employment or render services for a private or public interest when that employment or service is incompatible or in conflict with the discharge of the officer or employee's official duties or when that employment may tend to impair his or her independence of judgment or action in the performance of official duties. 7. Except as otherwise provided by State law, a public officer or employee shall not participate in the negotiation or execution of contracts, making of loans, granting of subsidies, fixing of rates, issuance of permits or certificates, or other regulation or supervision relating to a business entity in which the public officer or employee has a financial or personal interest. 8. No public servant shall be a party, directly or indirectly, to any contract between himself and the public entity of which he is an officer or employee, except as provided by State law. 9. No public servant shall directly or indirectly solicit any contract between the public entity of which he is an officer or employee, and (a) himself; (b) any firm (meaning a co-partnership or other unincorporated association) of which he is a partner, member or employee; (c) any private corporation in which he is a stockholder owning more than 1% of the total outstanding stock of any class where such stock is not listed on a stock exchange or stock with a present total market value in excess of $25,000.00 where such stock is listed on a stock exchange or of which he is a director, officer, or employee; or (d) any trust

of which he is a beneficiary or trustee; nor shall he take any part in the negotiations for such a contract or the renegotiation thereof or amendment thereto or in the approval thereof; nor shall he represent either party in the transaction; except as provided by State law.

MISCELLANEOUS RESOLUTION #08119 By: Personnel Committee, Thomas Middleton, Chairperson IN RE: MERIT SYSTEM To the Oakland County Board of Commissioners Chairperson, Ladies and Gentlemen: WHEREAS Article XI, Section 6 of the Constitution of the State of Michigan provides that a Michigan County may establish, modify or discontinue a merit system for its employees by ordinance or resolution of its governing body, which shall not take effect until approved by a majority of the electors voting thereon; and WHEREAS the Board of Supervisors established a merit system for the County's employees on a trial basis with the adoption of Miscellaneous Resolution #4551 on April 12, 1966; and WHEREAS on September 19, 1966, Resolution #4606 was adopted and provided a very workable basis for a merit system; and WHEREAS the County wishes to utilize the benefits of a merit system in the recruitment and retention of quality employees, in the assurance of continuity of good governmental administration and in the assurance that the selection, pay and treatment on employees is based on merit; and WHEREAS the County employee population has increased from 1,045 full time eligible employees (in 1966) to approximately 3,700 full time eligible employees today; and WHEREAS over the last 42 years Oakland County government has experienced a considerable amount of changes which include moving from a Board of Supervisors form of government to a County Executive, updates and changes in employment laws, and advancements in technology; and WHEREAS the changes in employee population and other legal and technological advancements as described above has made it necessary to modify the Merit System Resolution; and WHEREAS the following modifications in this resolution are indicated by strikeout and bold print; and NOW THEREFORE BE IT RESOLVED that these modifications to the Merit System covering the Employees of the County of Oakland be established and made effective when approved by a majority of the electors of the County. BE IT FURTHER RESOLVED that the Board of Commissioners recommends that the proposed changes be placed on the November 2008 election ballot. BE IT FURTHER RESOLVED that the County Clerk is directed to do all things necessary for the placing of this question on the ballot as required by law. I. The selection, pay, advancement and treatment of County employees shall be based solely on merit without reference to their political affiliation, religious beliefs, racial origin or sex in accordance with Federal and State Laws. II. This resolution applies in its entirety to all employees paid by the County of Oakland, except: A. The employees of the Oakland County Road Commission; and B. No provisions covering the manner of selection, appointment, removal from office or limitation of political activity shall apply to: 1. Officers elected by popular vote, and persons appointed to fill vacancies in such offices. 2. Officers and employees for whom the Constitution specifically directs the manner of appointment. 3. Members of Boards and Commissions, officers

and employees specifically required by law to be appointees of the Board of Commissioners, the Governor or other non-county officials or official bodies. 4. One deputy or assistant to each of the elective offices, who in case of a vacancy in the elective office or inability of such elective officer to perform their duties, would be entitled to perform the duties of the office, until a vacancy is filled or the inability removed. 5. The attorneys and investigators employed by the Prosecuting Attorney's Office. 6. The Judicial Secretaries to the Circuit Court and Probate Judges. 7. Those serving in temporary or part-time County positions. The Personnel Committee shall have final determination as to who shall be covered within the intent of this resolution. III. The Merit System shall be administered by a Personnel Committee or its successor committee pursuant to any future reorganization of the Board of Commissioners, made up of members of the Board of Commissioners, to be appointed pursuant to the rules of the Board of Commissioners. The Personnel Committee shall meet at such times and places as its Chairperson shall designate in accordance with the rules of the Board of Commissioners. IV. The duties and responsibilities of the Personnel Committee shall be as set forth in the rules of the Board of Commissioners and in addition shall include the preparation and enforcement of specific rules and regulations to carry out the provisions and intent of this resolution and recommending to the Board of Commissioners on the provisions of all employee fringe benefit programs. A. Copies of the rules and regulations developed by the Personnel Committee and all future changes in such rules and regulations shall be submitted to the Board of Commissioners at a regular meeting of the Board of Commissioners and shall become effective thirty days after such meeting unless objection is received in writing by the Chairperson of the Board of Commissioners, in which case the objection shall become a matter of business at the next meeting of the Board of Commissioners. V. The policies, rules and programs of the Personnel Committee shall be administered by the County Executive, whose Director of Human Resources shall be the Executive Secretary to the Personnel Committee. VI. The Merit System shall provide: A. The continued maintenance of a formal classification plan and salary schedule with the Personnel Committee being the final County appeal body on classification matters. B. That all County positions shall be filled by the selection of all County employees on the basis of merit as measured by competitive examinations under rules and regulations promulgated by the Personnel Committee, except: 1. Those positions specifically exempted by the provisions of these policies, and 2. Incumbent County employees shall not be required to take competitive examinations for the classifications they hold as of the effective date of this resolution and shall be given regular status in such classifications, and 3. Positions may also be filled by the transfer, promotions or re-employment of an employee with regular status in County service provided the employee meets at least the minimum qualifications shown in the latest written specifications of the classification of the new positions, and a. While not compulsory, department heads having a vacancy to be filled by promotion may request that a promotional examination be held, in which case the department head shall be required to make a selection for promotion, to each vacancy in that classification, from the top five

inclusive of tied scores or top band/group if banding/grouping of scores is used, who passed the examination. 4. If it is necessary to fill a position before a competitive examination can be held, a person who meets the minimum qualifications for the classification can receive one non-renewable provisional appointment for a period of not more than six months. C. That open competitive examinations shall be open to all persons who meet the minimum qualifications for the classification as defined in the latest approved written specification. 1. Applications to take an open competitive examination may be rejected if the applicant fails to meet the minimum qualifications for the classification; if the application was not received, postmarked or electronically submitted with confirmation by the announced closing date for filing applications; if the applicant has a documented record of previous unsatisfactory service in County employment or elsewhere, of such nature as to demonstrate unsuitability for employment in a position of the classification for which the applicant is applying; or if the applicant has been found guilty of a felony, a crime of moral turpitude or has received a dishonorable discharge from the armed forces of the United States. (The application of this section to be tempered by the nature of the crime, the applicant's subsequent rehabilitation and the type of position applied for.) D. That examinations shall be conducted and scored in an objective manner and may be made up of written tests or oral tests or performance tests or personality evaluations or physical ability tests, or involve a rating of past experience and training or be made up of a combination of such tests. E. That examinations shall be publicly announced at least seven calendar days in advance of the last date for submitting applications by means of an announcement posted on the official bulletin board in the County's Human Resources Office, and other forms of media (to provide adequate notice to the public) deemed appropriate by the Human Resources Director. F. That written notification shall be sent to each qualified applicant at least five calendar days in advance of the examination, notifying the applicant of the time and place of the examination. 1. Rejected applicants shall be notified at the same time, giving the reasons for their rejection. 2. Rejected applicants shall have the right to first review their application with Human Resources and, if not satisfied, to appeal the rejection to the Personnel Committee which shall have the power to reverse, modify or affirm Human Resources' action. G. That all candidates shall be sent written notification of their examination scores and successful candidates shall be given their ranking on the eligible list. 1. All candidates shall have the right to first review their examination results with Human Resources and, if not satisfied, to appeal the examination results to the Personnel Committee which shall have the power to reverse, modify or affirm Human Resources' action. H. That in the filling of a vacancy, County Department Heads shall have their choice of the top five inclusive of tied scores or top band/group if banding/grouping of scores is used, on the eligible list for the classification of the vacancy. 1. Eligible lists shall remain in effect for six months unless exhausted, superseded by a new eligible list for that classification or extended for another six months by the Personnel Committee. I. That all County employees, except those exempted by the provisions of these policies shall be required to

successfully complete a probationary period of six months before competitive appointments, or promotions shall be considered complete; at which time they will be deemed to have regular status in their classification. J. That employees with regular status shall not be separated from the County service or demoted except for cause, or for reasons of curtailment of work or lack of funds. K. That a formal appeal procedure be maintained giving employees with regular status the right to appeal dismissals, suspensions, demotions and disciplinary actions to a Personnel Appeal Board which shall act as the final County appeal body in matters of dismissals, suspensions, demotions and disciplinary actions involving covered County employees and departments and whose decisions shall be binding on such employees and departments. The Appeal Board shall be made up of six members; two members selected by the County's employees in the same manner in which employee members of the Oakland County Employees' Retirement Commission are elected; two, Members of the Board of Commissioners appointed by the Chairperson of the Board of Commissioners with the approval of the Board of Commissioners; and the fifth and sixth Members at Large to be selected by a majority vote by the other members. Personnel Appeal Board hearings will be conducted by three members, comprised of one Board of Commissioner member; one employee elected member; and one Member at Large. 1. If the four members of the Personnel Appeal Board are unable to select the fifth and/or sixth member(s) within thirty (30) calendar days after their appointment, they shall so notify the Oakland County Circuit Court Bench which shall appoint the fifth and/or sixth member(s) to the Personnel Appeal Board within fifteen (15) calendar days. The members of the Personnel Appeal Board shall be selected for one year terms beginning January 1 of each year. Personnel Appeal Board Members shall receive per diem and mileage as established by the Board of Commissioners. No member of the Personnel Appeal Board shall have been a County employee within one year prior to the date of appointment to this Board. The appeal procedure shall provide for the scheduling of a hearing within a reasonable length of time after the receipt of the appeal. 2. Recusal/Disqualification of Personnel Appeal Board Member. a. Who May Raise. A party may raise the issue of a board member's disqualification by motion, or the Personnel Appeal Board member may raise it. b. Grounds. A board member is disqualified when the board member cannot impartially hear a case, including but not limited to instances in which: 1. The board member is personally biased or prejudiced for or against one of the participating parties. 2. The board member has personal knowledge of disputed evidentiary facts concerning the proceeding. 3. The board member has been consulted or employed as attorney or an advocate in the matter in controversy. 4. The board member was a partner of a party, attorney or other advocate for a party, or a member of a law firm representing a party within the preceding two years. 5. The board member knows that he or she, individually or as a fiduciary, or the board member's spouse, parent or child wherever residing, or any other member of the board member's family residing in the board member's household, has an economic interest in the subject matter in controversy or in a party to the proceeding or has any other more than de minims interest that could be

substantially affected by the proceeding. 6. The board member or the board member's spouse, or a person within the third degree of relationship to either of them, or the spouse of such a person: a. is a party to the proceeding, or an officer, director or trustee of a party; b. is acting as a lawyer or advocate in the proceeding; c. is known by the board member to have a more than de minims interest that could be substantially affected by the proceeding; d. is to the board member's knowledge likely to be a material witness in the proceeding. c. Procedure. 1. Time for Filing. To avoid delaying proceedings and inconveniencing the witnesses, a request to disqualify must be filed in writing within 14 days after the moving party discovers the ground for disqualification. If the discovery is made within 14 days of the hearing date, the request must be made forthwith. If a request is not timely filed, untimeliness, including delay in a scheduled hearing, is a factor in deciding whether the request should be granted. 2. All Grounds to be Included; Affidavit. In any request under this rule, the moving party must include all grounds for disqualification that are known at the time the request is filed. An affidavit must accompany the motion. 3. Ruling. The challenged board member shall decide the motion. If the challenged board member denies the motion, on the request of a party, the challenged member shall refer the motion to the three member panel, who shall decide the request de novo; 4. Motion Granted. When a board member is disqualified, the action must be assigned to Personnel Appeal Board Member having the same representative status (employee, commissioner neutral). If one is not available, the Chief Judge of the Circuit Court shall assign a person to act as a board member for that appeal. d. Remittal of Disqualification. If it appears that there may be grounds for disqualification, the board member may ask the parties and their advocates to consider, out of the presence of the board member, whether to waive disqualification. If, following disclosure of any basis for disqualification other than personal bias or prejudice concerning a party, the parties without participation by the board member, all agree that the board member should not be disqualified, and the board member is then willing to participate, the board member may participate in the proceedings. The agreement shall be in writing or placed on the record. L. That the political activities of covered County employees be limited to those allowed under rules and regulations promulgated by the Personnel Committee. Chairperson, on behalf of the Personnel Committee, I move the adoption of the foregoing resolution. PERSONNEL COMMITTEE

1. **COVERAGE OF THE MERIT SYSTEM**

(Reference to SECTION II of the Merit System Resolution.)

1.1 This Resolution applies in its entirety to all employees paid by the County of Oakland, except:

1.1.1 The employees of the Oakland County Road Commission, and

1.1.2 No provisions covering the manner of selection, appointment or removal from office or limitations of political activity shall apply to:

1.1.2.1 Officers elected by popular vote, and persons appointed to fill vacancies in such offices.

Department Classification

CIRCUIT COURT Circuit Court Judge
DISTRICT COURT District Court Judge
PROBATE COURT Probate Court Judge
CLERK/REGISTER County Clerk/Register of Deeds
PROSECUTING ATTORNEY Prosecuting Attorney
SHERIFF Sheriff
WATER RESOURCES COMMISSIONER Water Resources Commissioner
TREASURER County Treasurer
COUNTY EXECUTIVE County Executive

1.1.2.2 Officers and employees for whom the Constitution specifically directs the manner of appointment.

1.1.2.3 Members of Boards and Commissions, officers and employees specifically required by law to be appointees of the Board of Commissioners, the Governor or other non-County officials or official bodies. (Public Act 139 of 1973 permits the Board of Commissioners to create positions under the County Executive excluded from the Merit System.)

COUNTY EXECUTIVE Community and Minority Affairs Coordinator

Corporation Counsel
Deputy County Executive II
Director of Central Services
Director of Economic Development and Community Affairs
Director of Facilities Management
Director of Human Resources
Director of Health and Human Services
Director of Information Technology
Director of Management and Budget
Director of Public Services
Media and Communications Officer

1-2 REVISED 04/05/09

CIRCUIT COURT Caseflow Alternative Dispute Resolution Supervisor

Circuit Court Administrator
Court Clerk
Deputy Court Administrator
Friend of the Court
Manager Civil/Criminal Division/Judicial Assistant
Judicial Staff Attorney
Senior Court Reporter
Staff Attorney

DISTRICT COURT All Employees

1.1.2.4 One deputy or assistant to each of the elective offices, who in case of a vacancy in the elective office or inability of such elective officer to perform his or her duties, would be entitled to perform the duties of the office, until the vacancy is filled or the inability removed.

CLERK/REGISTER Deputy Clerk/Register of Deeds

PROSECUTING ATTORNEY Chief Deputy Prosecutor

SHERIFF Undersheriff

TREASURER Chief Deputy Treasurer

WATER RESOURCES COMMISSIONER Chief Deputy Water Resources Commissioner

1.1.2.5 The attorneys and Investigators employed by the Prosecuting Attorney's office.

PROSECUTING ATTORNEY

Assistant Prosecutor I
Assistant Prosecutor II
Assistant Prosecutor III
Assistant Prosecutor IV
Chief - Appeals
Chief - Circuit Court
Chief - Deputy Prosecutor
Chief - District Court
Chief – Juvenile Justice
Chief - Family Support
Chief - Prosecutor Administration
Chief - Warrants
Principal Attorney
Prosecutor's Investigator
Prosecutor Trainee

1.1.2.6 The Judicial Secretaries to the Circuit Court and Probate Judges.

CIRCUIT COURT Judicial Secretary

PROBATE COURT Judicial Secretary

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1.1.2.7 Those serving in temporary or part-time County positions. (Employees whose appointments are for 1,000 hours or less in a 12 month period and employees in the classification of Student).

1.1.3 The Human Resources Committee shall have final determination as to who shall be covered within the intent of this resolution. The exclusion of a classification from Merit System coverage must cite the

subsection of the Merit System Resolution under which the exclusion is made.

1.1.3.1 Classifications specifically excluded from Merit System coverage due to Human Resources Committee action:

BOARD OF COMMISSIONERS Administrative Director of Program and Operations

Analysis

CLERK/REGISTER Administrative Assistant to Elected Official

COUNTY EXECUTIVE Adm.-Emergency Response & Preparedness

County Executive Assistant
Deputy Corporation Council
Deputy County Executive I
Deputy Director - Economic Development and
Community Affairs
Deputy Director - Human Resources
Deputy Director- IT
Deputy Director-Management & Budget
Risk Manager
South Oakland County Liaison/Special Project Coordinator

WATER RESOURCES COMMISSIONER Administrative Assistant to Elected Official

PROSECUTORS Administrative Assistant to Elected Official

SHERIFF'S OFFICE Administrative Assistant to Elected Official

TREASURER'S OFFICE Investment Administrator

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2. SALARIES

(Reference to Section VI-A of the Merit System Resolution)

2.1 SETTING OF SALARIES

All County salaries shall be set by the Board of Commissioners on the recommendation of the Human Resources Committee. Classes in the County belong to one of several groups for the purpose of setting salaries.

2.1.1 Salary Administration Plan

2.1.1.1 Unless otherwise designated, all County classes are evaluated using a point

factor method of job evaluation, as adopted by the Board of Commissioners on December 12, 1985 for grades 1-15, and on February 19, 1987 for grades 16-21. Each classification is evaluated on specific factors and receives a total point value. Each salary grade has a designated point range and classes are placed in a salary grade based on the total points the classification receives on the point factor job evaluation. Each salary grade has a specified salary range. All positions within the same classification have the same salary grade designation.

2.1.1.2 A limited number of classes may remain assigned to a salary grade, but be temporarily excepted from that grade. Such classes will be reviewed at regular intervals to determine if the exception should be continued. The Board of Commissioners, on the recommendation of the Human Resources Committee, shall determine which classes are excluded from the Salary Administration Plan.

2.1.1.2.1 Labor market exceptions to salary grade placement may be made temporarily when market data clearly demonstrates such a need.

2.1.1.2.2 Other exceptions to salary grade placement may be made temporarily due to unique situations.

2.1.2 Classifications excluded from the Salary Administration Plan are elected, appointed official, part-time, hourly and union represented classifications.

2.1.2.1 Salary ranges for these classifications may consist of a single rate or a series of salary rates.

2.1.2.2 These classifications are not evaluated using the point factor method of job evaluation and are not assigned to a salary grade.
2.1.2.3 Wages and salaries for union represented classes are negotiated and set forth in contractual agreements between the union and Oakland County, and approved by the Board of Commissioners.

2.2 SALARY GRADE PLACEMENT REVIEWS AND APPEALS

2.2.1 A department head wishing a re-evaluation of the salary grade placement for a classification shall make the request in writing to the Human Resources Department. Such a request shall identify changes that have occurred in the job duties since the original evaluation.

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2.2.1.1 The Human Resources Department will review the request to determine whether job changes are sufficient to warrant a re-evaluation and will notify the department head in writing if the request is denied.

2.2.1.1.1 A department head may appeal the denial of a request to re-evaluate a salary grade placement by notifying the Human Resources Department in writing, identifying specific factors and evaluations which are considered inappropriate,

and stating reasons. Upon receipt, the Human Resources Department shall schedule an appeal before the Job Evaluation Review Panel (see Section 2.2.3) where both sides shall present arguments.

2.2.1.2 If a re-evaluation is conducted, the Human Resources Department will notify the department head of findings regarding the point factor evaluations for the classification and the salary grade placement.

2.2.1.2.1 A department head may appeal the re-evaluation results by notifying the Human Resources Department in writing, identifying the factors and evaluations which are considered inappropriate and stating the reasons. The appealing department shall have up to 21 calendar days from the date of the notice prepared by the Human Resources Department in which to file an appeal. Upon receipt, the Human Resources Department shall schedule an appeal before the Job Evaluation Review Panel where both sides shall present their arguments.

2.2.2 An employee wishing a re-evaluation of the salary grade placement for his/her classification shall make a request in writing to his/her department head or division manager. Such a request shall identify changes that have occurred in his/her job since the original evaluation.

2.2.2.1 The department head or division manager shall forward the request to the Human Resources Department, along with a recommendation regarding the request.

2.2.2.2 The Human Resources Department will review the request and determine if job changes are sufficient to warrant a re-evaluation and will notify the employee in writing if the request is denied.

2.2.2.2.1 If an employee wishes to appeal the denial of a request for a reevaluation of his/her salary grade placement, the employee must submit a written request to the Human Resources Committee to have the appeal forwarded to the Job Evaluation Review Panel and cite reasons for the request. The Human Resources Committee may either forward the request or file it without further action.

2.2.2.3 If a re-evaluation is conducted, the Human Resources Department will notify the employee and the department head or division manager of the findings regarding the point factor evaluations for the classification and the salary grade placement.

2.2.2.3.1 An employee may appeal the re-evaluation results by notifying the Human Resources Department in writing, identifying the factors and evaluations which are considered inappropriate and stating the reasons. The appealing employee shall have up to 21 calendar days from the date of the notice prepared by the Human Resources Department in which to file an appeal. The Human Resources Department shall place the appeal on the agenda for the next meeting of the Human Resources Committee. The Human Resources Committee may either forward the request to the Job Evaluation Review Panel or file it without further action.

2.2.3 A Job Evaluation Review Panel consists of five members as specified in the Salary Administration Study Group Reports adopted by the Board of Commissioners on 2-3

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December 12, 1985 and February 19, 1987. The panel shall hear salary grade placement appeals that are forwarded from the Human Resources Committee or scheduled by the Human Resources Department.

2.2.4 The Human Resources Department shall present a quarterly report to the Human Resources Committee summarizing requested re-evaluations, recommendations on completed re-evaluations and findings of the Job Evaluation Review Panel on appeals heard.

2.2.4.1 The Human Resources Committee shall recommend salary grade changes to the Board of Commissioners.

2.2.4.2 Salary grade changes approved by Board of Commissioners are effective the beginning of the closest pay period following approval by the Board of Commissioners.

2.3 ANNUAL REVIEW OF SALARIES

The Human Resources Committee shall review salaries annually to determine if adjustments to the salary grade table and salary ranges for classifications are warranted.

2.4 PREPARATION OF SALARY SCHEDULE

The Human Resources Department shall annually prepare a Salary Schedule showing the latest approved salary ranges for County Classifications. The Salary Schedule shall be distributed to the Human Resources Committee members, elected officials, department heads, division managers and attendance clerks. Copies shall be available for inspection at the Human Resources Department.

2.5 APPLICATION OF SALARIES TO CLASSIFICATIONS

The salary range for a classification shall apply to all County positions and employees so classified.

2.6 SALARY RANGES

The salary set for a classification shall be called the salary range for that classification, whether the salary consists of a single rate or a series of salary rates.

2.6.1 The salary rate shall not include service increment pay, night shift differential or other bonuses.

2.7 STARTING SALARY RATE

The salary rate at which an employee begins employment in a given classification shall be the base rate of the class. Exceptions may be made upon recommendation by the department and subsequent approval by the Human Resources Department under the following conditions.

2.7.1 When the employee enters the new class by way of promotion or transfer from another County classification with a higher salary than the base rate of the new classification.

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2.7.2 When the employee possesses recent directly comparable work experience or academic qualifications which exceed the minimum requirements for the classification.

2.7.3 When there is an acute shortage of qualified applicants for the classification.

2.8 MERIT INCREASES

The advancement to the next higher rate within a salary range shall be called a Merit Increase and shall be based not only on the passage of the indicated length of service in the classification, but also on the written recommendation of the employee's department head as expressed on the official Human Resources Department Merit Increase form. The affected employee shall receive a copy of the completed Merit Increase form, whether the Merit Increase was granted or not. An approved Merit Increase shall be effective the pay period closest to the completion of the required length of service in the classification. A disapproved Merit Increase is a disciplinary action and may be appealed to the Personnel Appeal Board.

2.8.1 The indicated length of service in the classification shall include only service credited during that period toward the employee's Benefit Date under Rule 22.3.2.1.1.

2.9 SERVICE INCREMENT PAY

The Service Increment pay plan is based on Miscellaneous Resolution No. 2817-A, effective January 1, 1954, and provides that County employees and appointed County Officials be granted automatic salary increments in addition to the salary range for their classification, as based on the following schedule:

Years of County Percent of Current

Employment Salary Rate Step

7 years 2%
10 years 4%
13 years 6%
16 years 8%
19 years 10%

2.9.1 Employees initially appointed or hired or reappointed or rehired to eligible County employment on or after July 1, 1984 shall not be eligible for Service Increment Pay, except:

2.9.1.1 County employees who were eligible for Service Increment pay, separate from County service under Merit Rule 9.4, and then are rehired by the County under the guidelines of Merit Rule 12.3 or 12.4.

2.9.2 Service Increments become effective the payroll period nearest the completion of the required years of service.

2.9.3 Length of County employment is described in Rule 22, "Eligibility for Fringe Benefits."

2.9.4 Service Increment for an employee shall be computed on the current actual salary regardless of the current classification or salary history. Certain items shall not be considered a part of the salary for the purpose of computing service increment. Examples of such items include:
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2.9.4.1 Bonuses, such as those paid to Registered Professional Engineers.
2.9.4.2 Night shift differential pay as covered under Section 2.11 of this rule.
2.9.4.3 Overtime payment.
2.9.4.4 Temporary changes of rate.
2.9.4.5 Incentive compensation.

2.10 OVERTIME PAY

2.10.1 Definition of Overtime

2.10.1.1 To be considered as overtime, the work and the time of doing it must have been assigned by the employee's department head or another supervisory employee given this authority by the department head in accordance with County overtime procedures.

2.10.1.2 All such time, in excess of a normal eight hour working day, worked in the 24 hour period beginning with the start of the employee's normal working shift that day, shall be considered as overtime and credited to the calendar day on which the 24 hour period began. Exceptions may be made in departments or divisions which have received approval from the Board of Commissioners and the County Executive to adopt work schedules other than eight hours per day, such as 4/40, flextime, etc.

2.10.1.3 For full-time employees, all working days in excess of five in the employee's seven day work week, shall be considered overtime, except for those employees on rotating shifts where the shift rotation sometimes results in three days off at shift change time and sometimes one day off.

2.10.1.4 For part-time employees, working time in excess of that worked by similarly situated full-time employees in a normal working day shall be considered as overtime as shall any time worked in excess of what the similarly situated full-time employee works in a normal work week.

2.10.1.5 See also, Rule 26, "Legal Holidays."

2.10.2 Eligibility for Overtime

2.10.2.1 All County Employees are eligible for overtime (as defined in Section 2.10 of this rule) except:

2.10.2.1.1 Officers elected by popular vote and persons appointed to fill vacancies in such offices.

2.10.2.1.2 Officers and employees for whom the constitution specifically directs the manner of appointment.

2.10.2.1.3 Members of Boards and Commissions specifically required by law to be appointees of the Board of Commissioners, the Governor or other non-County officials or official bodies.

2.10.2.1.4 The deputies or assistants to each of the elective officers excluded from coverage by the Merit System under Rule 1.

2.10.2.1.5 Executive, Administration or Professional employees interpreted by the Human Resources Committee as being excluded from the mandatory payment of overtime in accord with applicable Federal or State statutes, as determined by the appropriate governmental regulatory agency unless made eligible for overtime.

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2.10.2.2 The classifications of those County employees and officials exempted from the payment of overtime shall be noted in the County's official salary schedule.

2.10.2.3 The incumbents in the exempted positions:

2.10.2.3.1 Shall not be compensated for overtime in either money or compensatory time except as further defined in other sections in this rule.

2.10.2.3.2 Shall be expected to average at least the number of hours per week as required by the standard County work week.

2.10.2.3.3 Shall have their work and contributions to the development and accomplishment of departmental and County programs and goals evaluated in terms of quality and quantity of production and achievement rather than on adherence to set specific working hours.

2.10.2.3.4 Shall be held to the established schedule of Annual Leave accumulation but shall be allowed a higher maximum accumulation than employees who are eligible for overtime, as shown in Merit Rule 23. Such employees may not take a continuous vacation of more than the maximum accumulation allowable an employee eligible for overtime with the same length of service under Rule 23. NOTE: This subparagraph refers to maximum accumulation only, and not to the rate of accumulation. Employees exempted from payment of overtime shall still be held to the rate of Annual Leave
accumulation based on their length of eligible County service as described in the rate table contained in Rule 23 - "Annual Leave."

2.10.2.3.4.1 Time absent from work and deviation from the official office hours of the employee's department must always be with the approval of the employee's department head who shall have the responsibility for evaluating the employee's performance and justifying permitted deviations from established hours of work.

2.10.2.3.4.2 Absence from work of less than one complete working day shall be compensated as if the employee were "on the job" and shall not be deducted from Annual Leave accumulations, Sick Leave accumulation or any similar leave plan.

2.10.2.3.4.3 Shall be compensated for periods of temporary military leave as though they were "on the job" except their salary for that period shall be offset by the amount of military pay received by the employee for that period.

2.10.2.3.4.4 Shall receive regular County pay while appearing as a witness if such leave is in accord with the provisions of Rule 14, whether subpoenaed as witness or appearing voluntarily.

2.10.3 Method of Compensation for Overtime

2.10.3.1 Eligible employees, as described in Section 2.10.2 above, shall be compensated for overtime, as previously described by payment in salary which shall be computed at the rate of one and one-half of the employee's normal salary rate.

2.10.3.1.1 The time and one-half salary rate shall be based on the hourly equivalent of the employee's annual salary, including their Service Increment, night shift differential, and temporary change of rate, if any.

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2.10.3.1.2 The following salary items are not to be included in the computation of time and one-half overtime pay.

2.10.3.1.2.1 Bonuses such as those paid to Registered Professional Engineers and Registered Land Surveyors, which are based on an annual amount.

2.10.3.2 All time to be compensated for shall be recorded on the employee's attendance record for the periods worked and on such other overtime requests and authorization forms as may be required.

2.10.3.3 Overtime compensated for by the addition of compensatory time to the employee's compensatory time accumulation prior to May 1, 1974 may be compensated for in salary under the following conditions:

2.10.3.3.1 If such a change is requested through the Human Resources Department by the employee's department head.

2.10.3.3.2 If funds are available for such payment.

2.10.3.3.3 If the compensatory time still remains in the employee's compensatory time accumulation.

2.10.3.3.4 If the time so compensated for in salary is removed from the employee's compensatory time accumulation.

2.10.3.3.5 When compensatory time for payment of overtime was entered in an employee's compensatory time accumulation, it was entered at the rate of time and one-half of the actual overtime worked. Payment from the compensatory time accumulation, therefore, must then be made at the straight time rate.

2.11 NIGHT SHIFT DIFFERENTIAL

2.11.1 Definition of Night Shift Differential

2.11.1.1 This is a bonus added to the salary rates of full-time eligible and part-time eligible employees in certain County positions for hours actually worked on the afternoon and midnight shift. The amount of the bonus shall be determined by Board of Commissioners Resolution or applicable collective bargaining agreements.

2.11.1.1.1 Shifts having four or more hours falling between 6:00 p.m. and 6:00 a.m. shall be considered eligible to receive the night shift differential pay for all hours worked on that shift, providing the positions involved are otherwise eligible.

2.11.2 Eligibility for Night Shift Differential

2.11.2.1 With the exception of employees on rotating shifts, all employees in positions which are assigned to eligible shifts, as described above, shall be considered as eligible to receive night shift differential pay.

2.11.2.1.1 Employees in eligible positions but normally assigned to non-eligible shifts who are temporarily assigned to an eligible shift, either as a temporary change of shift or as overtime, shall receive night shift differential for the number of hours worked on the eligible shift.

2.11.2.1.2 Employees in non-eligible positions whose overtime work includes time worked on an eligible shift shall not receive night shift differential pay for this time.

2.11.2.1.3 Employees in eligible positions assigned to eligible shifts shall not receive night shift differential pay when working on non-eligible shifts.

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2.11.2.1.4 Night shift differential pay shall be included in the salary rate which is used for the computation of time and one-half pay for the payment of overtime.

2.11.2.1.4.1 Employees in eligible positions who work overtime on eligible shifts shall receive overtime pay based on one and one-half times their normal salary, including night shift differential pay.

2.11.2.1.5 Employees in eligible positions who use Sick Leave, Annual Leave or are off on legal holidays, or other Leaves With Pay while assigned to an eligible shift, shall not receive night shift differential pay while on such leave.

2.12 METHOD OF PAYMENT - EMPLOYEES

2.12.1 Employees are paid bi-weekly (every other Friday).

2.12.2 The two week payroll begins on Saturday and ends on Friday, fourteen (14) days later.

2.12.2.1 Full-time employees normally work, and are paid for, ten working days during this 14 day period.

2.12.2.2 Because of shift change dates on rotating shifts, it is possible that a employee may work nine days in one pay period and eleven days in the immediately proceeding or succeeding period.
2.12.2.2.1 In this situation, such employees are paid the normal ten daysalary for each pay period.

2.12.3 Payday is the Friday following the Friday the payroll period ends.

2.13 METHOD OF PAYMENT - ELECTED AND CERTAIN

APPOINTED COUNTY OFFICIALS
Elected Officials, Officials appointed by the Board of Commissioners, and other County Officials as may be required by law are paid on the basis of the number of actual calendar days in the year and are paid through the day they receive their bi-weekly pay checks.

2.14 METHOD OF PAYMENT ON SEPARATION
(See Rule 9 - "Separations")

2.15 METHOD OF PAYMENT FOR THE LOSS AND GAIN OF TIME DUE TO CHANGES FROM STANDARD TIME TO DAYLIGHT SAVINGS TIME AND RETURN

2.15.1 The shift on duty when the time change is made from Eastern Standard time to Daylight Savings time will be paid for the normal eight hour shift, even though the actual time of work is one hour less.

2.15.2 The shift on duty when the time change is made from Daylight Savings time back to Eastern Standard time will be paid for the normal eight hour shift, even though the actual time of work is one hour more.
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3. CLASSIFICATION PLAN
(Reference to Section VI-A of the Merit System Resolution)
3.1 ALL OF THE POSITIONS IN THE COUNTY SERVICE SHALL BE GROUPED INTO CLASSIFICATIONS SO THAT ALL POSITIONS REQUIRING THE SAME GENERAL TYPE OF WORK OF THE SAME GENERAL LEVEL WITH THE SAME RELATIVE DUTIES AND RESPONSIBILITIES SHALL HAVE THE SAME CLASSIFICATION.

3.1.1 A position shall be defined as a unit of duties and responsibilities to be carried out by one employee, normally on a full work year basis.

3.1.1.1 A governmental position is one which is paid from a department's budgeted salaries appropriation through the General Fund.

3.1.1.2 A special revenue position is paid from the proceeds of specific revenue sources that are legally restricted to expenditures for specified purposes.

3.1.1.3 A proprietary fund position is paid either from an Enterprise Fund, whereby the costs of providing goods and services to the general public on a continuing basis is financed or recovered primarily through user charges; or from an Internal Services Fund whereby the financing of goods or services provided by one department or agency of theCounty, or to other governments, is on a cost reimbursement basis.

3.1.1.4 Governmental, special revenue and proprietary fund positions shall be established by the Board of Commissioners, either as part of the County's budget process or as a separate action by the Board of Commissioners.

3.1.2 A classification shall be defined as the title given to all County positions having the same general type of work with relatively the same duties and level of responsibilities.

3.1.3 New classifications shall be created only by the Board of Commissioners on the recommendation of the Human Resources Committee.

3.2 DETERMINATION OF CLASSIFICATION

3.2.1 The classification of each position shall be arrived at by the Human Resources Department.

3.2.1.1 The Human Resources Department shall maintain an up-to-date written class specification describing each classification covered by the County Classification plan.

3.2.1.2 Classification determinations shall be arrived at by the Human Resources Department and approved by the Human Resources Committee after study of the duties and responsibilities of the positions involved and after consultation with the department head/division manager involved.

3.2.1.3 A department wishing the classification of a position studied shall make such a request in writing to the Human Resources Director.
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3.2.1.3.1 Such a request shall identify the reasons for requesting reclassification.

3.2.1.3.2 The Human Resources Department shall review the request and shall determine whether a classification study is warranted based on the reasons cited in the request. The Human Resources Department shall respond within thirty calendar days regardless of whether or not a study is warranted and shall cite reasons for taking such a position.

3.2.1.4 An employee wishing to have the classification of his/her position studied shall make such a request in writing to his/her department head/division manager. The department head/division manager shall note that he/she has seen the request and forward it to the Human Resources Director along with a recommendation as to the need for a study no later than 14 days after receipt of request.

3.2.1.4.1 Such a request shall identify the reasons for requesting reclassification.

3.2.1.4.2 The Human Resources Department shall review the request and shall determine whether a classification study is warranted based on the reasons cited in the request. The Human Resources Department shall respond within 30 calendar days after receipt of the request from the department head/division manager regardless of whether or not a study is warranted and shall cite reasons for taking such a position.

3.2.1.4.3 If an employee has requested a classification study, and if that request has been found by both the Human Resources Department and the Human Resources Committee to not warrant such a study, then any subsequent request by that employee for a classification study, so long as the employee remains in that same classification, must specifically identify the job elements which have been changed or added since the time of the earlier request.

3.2.1.4.4 If a study is determined to be warranted, the Human Resources Department shall send a job analysis questionnaire to be completed by the employee and signed by the employee's supervisor.

3.2.1.4.5 The Human Resources Department shall complete the classification study within 120 days of the date the completed and signed questionnaire is returned to the Human Resources Department.

3.2.1.4.6 If the classification study results in upward reclassification of the employee's position, the reclassification will be effective on the beginning of the pay period closest to the date the employee returned the completed questionnaire to the Human Resources Department.

3.2.1.4.7 If the classification study results in lateral or downward reclassification of the employee's position, the reclassification will be effective on the beginning of the closest pay period following the determination.

3.2.1.5 A written notice of classification determination shall be sent to the current incumbent of the position in question and to the department head/division manager within five days after the determination has been reached.

3.3 FORMS OF CLASSIFICATION DETERMINATIONS

3.3.1 NO CHANGE is a determination that the position is correctly classified at its present classification.

3.3.2 A LATERAL RECLASSIFICATION is a determination that a position should be reclassified to a classification having the same maximum salary.
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3.3.3 AN UPWARD RECLASSIFICATION is a determination that a position should be reclassified to a classification having a higher maximum salary.

3.3.4 A DOWNWARD RECLASSIFICATION is a determination that a position should be reclassified to a classification having a lower maximum salary.

3.3.4.1 An incumbent in a position reclassified downward, who remains in that position, shall be reduced to the lower classification immediately, but shall remain at his/her present salary rate, receiving no further upward salary adjustments until such time as the maximum salary for the new classification of the position equals or exceeds his/her salary on the date the position was reclassified downward. An incumbent who is eligible to receive Service Increment shall have such Service Increment computed on the salary rate being paid.

3.3.4.2 An incumbent in a position reclassified downward may apply to the Human Resources Department for transfer into another position of the same classification from

which his/her position was reclassified. This request shall be treated as all other requests for lateral transfer.

3.4 APPEAL OF CLASSIFICATION DETERMINATION

3.4.1 The Human Resources Committee shall appoint a Classification Determination Hearing Subcommittee to consist of three members and one alternate. Appointments shall be made for a one-year term to run from January 1st thought December 31st. The Subcommittee shall hear appeals of the Human Resource Department's determinations from either employees or department heads/division managers and report findings of fact and a recommendation to the Human Resources Committee. The Human Resources Committee shall review the Subcommittee's findings of fact and recommendation and make a final determination on the classification appeal.

3.4.1.1 An appealing party shall have up to five work days after receipt of the notice of classification determination in which to notify the Human Resources Department of the appeal.

3.4.1.2 On receipt of a classification appeal the Human Resources Director shall place the classification appeal on the agenda of the next meeting of the Human Resources Committee.

3.4.1.3 The Classification Determination Hearing Subcommittee shall schedule the classification appeal hearing within 30 days of the notification to the Human Resources Committee by the Director of Human Resources.

3.4.1.4 The Classification Determination Hearing Subcommittee shall select its chairperson from the members.

3.4.1.5 The Classification Determination Hearing Subcommittee procedures may be changed by a majority vote of the Human Resources Committee members.

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13. LEAVE OF ABSENCE WITHOUT PAY

13.1 DEFINITION OF LEAVE OF ABSENCE WITHOUT PAY

13.1.1 A Leave of Absence Without Pay is a predetermined amount of time off from work, without pay, which has been recommended by the employee's department head and approved by the Human Resources Department, within regulations established by the Human Resources Committee of the Board of Commissioners. All time, for which a full- time County employee is to be continued as an employee, but not paid, should be considered as a Leave of Absence Without Pay, whether it be one day or the maximum time allowable under the reason for the leave.

13.1.2 With the exception of covering time off from work for the 10 days allowed each year for illness (13.3.1.2), running for County Elected Office (13.3.8) and the 12 weeks allowed for Family Leave (see Merit Rule 21), the fact that a leave is possible does not mean that the requested leave must be granted. A Leave of Absence deprives the employee's department of the services of an employee, who it is assumed is needed if

the department is to properly do its job. Leaves of Absence Without Pay, except in the case of disciplinary leaves, should be considered as a privilege and the best interests of the department and the County service must be the determining factors when deciding whether to grant such leaves. Abuse of the Leave of Absence Without Pay policy will result in cancellation of the leave and may result in disciplinary action up to and including dismissal from County employment.

13.1.3 When an employee is granted a Leave of Absence Without Pay, the department head commits himself or herself to allowing the employee to return to work at the end of the leave to the same classification and the same salary that the employee was performing and earning when he or she went on leave. Any substitutes hired to fill in for employees on Leaves of Absence Without Pay, shall be hired for the length of the leave or up to 1,000 hours, whichever occurs first. Under these regulations, no leave shall be granted in conjunction with another type of leave for the purpose of extending the leave.

13.1.4 When granted a Leave of Absence Without Pay, the employee commits himself or herself to returning to work at the end of the leave.

13.2 EFFECT OF A LEAVE OF ABSENCE WITHOUT PAY ON THE EMPLOYEE

13.2.1 During a Leave of Absence Without Pay, the employee:

13.2.1.1 Does not receive pay from the County.

13.2.1.2 Does not earn Annual Leave (except when on Military Leave as described in Section 13.3.7 of this rule).

13.2.1.3 Does not get paid for Legal Holidays occurring during the leave.

13.2.1.4 Has no time deducted form his or her Annual Leave, Annual Leave Reserve, Personal Leave or Sick Leave Reserve accumulations to cover the time off on the Leave of Absence Without Pay.

13.2.1.5 Remains a member of the Oakland County Employees' Retirement Plan but:
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13.2.1.5.1 Because the Retirement System grants a full month of credit if a fulltime eligible employee is on the payroll for ten days in a calendar month and a full year of credit if a full-time eligible employee is on the payroll for ten months in a calendar year, the effect of a Leave of Absence Without Pay on the accumulation of Retirement Service Credit time depends on the timing of each individual leave.

13.2.1.6 Does not have their Benefit Date affected for the first 10 approved Leave Without Pay days used each calendar year. This is true regardless of the nature of the Leave Without Pay (e.g. Family Leave, Extended Vacation, Educational Leaves, etc.). All time spent on Leave Without Pay beyond

the initial 10 days per calendar year will not be credited toward an employee's Benefit Date and the employee's Benefit Date will be affected. ***(With the exception of Administrative Leave Without Pay for budgetary or organizational purposes taken on or after June 28, 2003 as described under Merit Rule 13.3.3.9)***

13.2.1.7 Must pay any group health, dental and vision premiums falling due during any month in which the employee has not worked at least one day. (Such premiums are normally paid by the County for full-time employees.) Failure to pay the appropriate premium amount when it is due will result in cancellation of these benefits. The waiting period for reinstatement of these benefits may be up to one year. Employees on such leaves should contact the Employee Benefits Unit of the Human Resources Department to determine whether they will be required to pay any premiums.

13.2.1.8 Will retain full coverage under the Employees' Group Life Insurance Plan. The County will continue to pay the premium for the term portion of the employee's Group Life Insurance.

13.2.1.8.1 Employees contributing toward paid-up insurance may continue to do so during the leave but are not required to do so. The paid up value of the policy will not increase unless the employee elects to continue the payments of such premiums.

13.2.1.9 Will retain full coverage under the County short and long term disability plan for the first 30 calendar days of a requested and approved leave of absence without pay. Employees must meet all other requirements, as approved by the insurance carrier, in order to receive payments.

13.2.1.10 In addition, employees on the Flexible Benefits Plan will be responsible for paying any additional amounts they are having deducted as a result of their selections under this plan upon their return to work.

13.3 TYPES OF LEAVES OF ABSENCE WITHOUT PAY

13.3.1 Personal Illness

13.3.1.1 Employee must have exhausted his or her accumulation of Personal Leave and Sick Leave Reserve and is not receiving Short Term or Long Term Disability Income Benefits.

13.3.1.2 Full-time employees may use up to a total of 10 Leave Without Pay days per calendar year for illness as defined in Merit Rule 24A, Section 24A.2.6, subject to the verification and notification procedures contained in Merit Rule 24., Section 24.4.3. In order for an employee to use in excess of 10 Leave Without Pay days in a calendar year for illness, it would be necessary to have first exhausted all accumulated Annual Leave in addition to the leave banks listed above.

13.3.1.3 May be granted for 60 calendar days, and may be renewed.

13.3.2 Compensable Injury

13.3.2.1 Employee must have exhausted his or her accumulation of Personal Leave, Sick Leave Reserve and Annual Leave.

13.3.2.2 The same provisions apply to these leaves as apply to Leaves of Absence Without Pay for personal illness.
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13.3.3 Extended Vacations

13.3.3.1 Employee must have exhausted his or her accumulation of Personal Leave and Annual Leave.

13.3.3.2 Not to exceed 30 calendar days for any one leave.

13.3.3.3 Not more than one such leave to be granted within any twelve month period.

13.3.4 Emergency or Exceptional Circumstances

13.3.4.1 Employee must have exhausted his or her accumulation of Personal Leave and Annual Leave.

13.3.4.2 May be granted for 30 calendar days, and may be renewed under extenuating circumstances not to exceed 180 calendar days.

13.3.4.3 Documentation of qualifying event may be required.

13.3.5 Disciplinary Leaves

13.3.5.1 These are called Suspensions Without Pay and are covered in Rule 8.1.4.

13.3.5.2 There is no time limit to the length of time off for this leave.

13.3.5.3 There is no restriction as to the number of leaves in one year.

13.3.6 Educational Leaves

13.3.6.1 Employee must have exhausted his or her accumulation of Personal Leave and Annual Leave.

13.3.6.2 Not to exceed one calendar year for any one leave.

13.3.6.3 Not more than one such leave to be granted within any twelve month period.

13.3.6.4 Limited only to those employees whose training will be of benefit in future County employment and where their return to County employment is reasonably certain.

13.3.7 Military Leaves
(Refer to Merit System Rule 2, Section 2.10.2.3 - regarding temporary military leaves and compensating such leaves for employees not eligible for overtime under these rules.)

13.3.7.1 For required period of military training or service during times of war or national emergency, draft, or required National Guard or Reserve training.

13.3.7.1.1 Such Leaves are limited to the length of time provided by applicable Federal and State statutes.

13.3.7.1.2 Employees on leave to attend National Guard or Military Reserve Training will continue to accumulate Annual Leave and will have the training time credited toward the earning of Personal Leave as they normally would if they were working during this period.

13.3.7.1.3 Employees on such leaves should consult separate literature on the Group Life Insurance Plan and the Health Plan for the effect of military service on such programs.

13.3.8 Running for County Elected Office filled by a partisan election
13-4
(See also Rule 19, "Political Activities")
13.3.8.1 Employee must have exhausted his or her accumulation of Personal Leave and Annual Leave.
13.3.8.2 If such a leave is requested, it must be granted, except no more than two leaves may be granted for the purpose of running for elected office in any one calendar year and each leave must be no less than 15 calendar days nor more than 30 calendar days.

13.3.9 Administrative Leave Without Pay for Budgetary or Organizational Purposes

13.3.9.1 Leave is initiated by the department head.

13.3.9.2 Requires the designated employee(s) signed agreement to go on leave.

13.3.9.3 Limited to maximum 120 calendar days within a ***calendar year.***

13.3.9.4 The employee shall not be required to exhaust Personal Leave or Annual Leave accumulations as a prerequisite to this leave.

13.3.9.5 The employee's benefit date will not be adjusted for time taken under this leave provision on or after June 28, 2003.

13.3.9.6 Time taken under this leave provision prior to June 28, 2003 will adjust an employee's benefit date for all days taken beyond the first 10 leave days per calendar year. Human Resources Department Note:
Administrative Leaves Without Pay are to be used only at the initiation of a department head for legitimate budgetary or organizational purposes and must be approved by the Human Resources Department prior to the beginning of the leave. Employees should obtain written confirmation from their department head that an Administrative Leave has been approved before concluding personal plans for the leave.

13.4 PROCEDURE

13.4.1 Employees who desire a Leave of Absence Without Pay should apply to their department heads who have forms for this purpose.

13.5 RETURN FROM A LEAVE OF ABSENCE WITHOUT PAY

13.5.1 When an employee returns form a Leave of Absence Without Pay, the employee's department head must complete the RETURN FROM LEAVE OF ABSENCE WITHOUT PAY section of the "Request for Approval of Time Off" form and submit it to the Human Resources Department before the employee can be returned to the payroll.

13.5.2 Consistent with the employee's authorization provided on the "Request for Approval of Time Off" form, if an employee fails to return to County employment at the end of a Leave of Absence Without Pay, the employee will be considered to have resigned from County employment effective on the date the employee was expected to return to work.
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14. LEAVES OF ABSENCE WITH PAY

14.1 COURT APPEARANCE LEAVE - DURING SCHEDULED WORKING TIME

14.1.1 Definition
Court Appearance Leave is an absence from work during scheduled working time, for which the employee is paid, as if he or she were at work, if the absence is caused by the employee being subpoenaed to appear in court.

14.1.2 Eligibility

14.1.2.1 Only those employees who are subpoenaed or ordered to appear in court during their regular working hours or employees not eligible for overtime (as defined under Rule 2 - Salaries) who appear in their own behalf during their regular working hours, will be eligible to use Court Appearance Leave. Employees eligible for overtime who appear in court as volunteer witnesses or who appear on their own behalf will not be eligible to use this type of leave.

14.1.2.2 Employees requesting the use of Court Appearance Leave must show proof of subpoena and will be required to deposit all witness fees, less mileage payments, with the County Treasurer.

14.1.2.3 Only those employees appointed full-time or part-time eligible are eligible for Court Appearance Leave.

14.1.3 Effect of Court Appearance Leave on Personal Leave and Annual Leave
Employees on Court Appearance Leave will continue to accumulate Annual Leave as if they were at work and will have the time credited toward earning of Personal Leave. No time will be deducted from the employee's Personal Leave or Annual Leave accumulations while on approved Court Appearance Leave.

14.2 COURT APPEARANCE LEAVE - DURING NONSCHEDULED WORKING TIME

14.2.1 Definition
This refers to the appearance in court during non-scheduled working time by County employees whose presence in court at this time is required because of their County position.

14.2.2 Method of Payment

14.2.2.1 The Court Appearance must be verified in writing by the court involved.

14.2.2.2 If the employee is in a classification which is eligible for overtime compensation, such compensation shall be made at the rate of time and one-half for all time spent in court, with a guarantee of a minimum of two hours compensation per day.
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14.3 JURY DUTY LEAVE

14.3.1 Definition
Jury Duty Leave is an absence from work for which the employee is paid as if he or she were at work, if the absence is caused by the employee being ordered to serve as a juror. County officers and employees, qualified in accord with current state statutes, are not exempt from jury service and should serve as jurors unless excused by the court.

14.3.2 Eligibility
14.3.2.1 Employees requesting the use of Jury Duty Leave must show proof of being drawn for Jury Duty and will be required to deposit all fees received for such duty, less mileage payments, with the County Treasurer.

14.3.2.2 Only those employees appointed full-time or part-time eligible are eligible for this type of leave.

14.3.3 Effect of Jury Duty Leave on Personal Leave and Annual Leave

14.3.3.1 Employees on Jury Duty Leave will continue to accumulate Annual Leave as if they were at work and will have the time credited toward earning of Personal Leave. No time will be deducted from the employee's Personal Leave or Annual Leave accumulations for the time served on approved Jury Duty Leave.

14.3.3.2 If the employee should become sick (as described in Merit Rule 24, "Personal Leave") while serving on a jury and is unable to appear as a juror, the employee must cover the time ill by drawing from Personal Leave, Sick Leave Reserve, Annual Leave, or Leave Without Pay.

14.4 PARENTAL LEAVE

14.4.1 Definition

Parental Leave is an absence from work for which the employee is paid as if he or she were at work, after the birth or adoption of their child or children.

14.4.2 Eligibility

14.4.2.1 Full-time eligible employees who have completed six (6) months of County service since their most recent date of hire. Full time appointed and employees excluded from Merit Rule provisions covering the manner of selection, appointment or removal from employment are included.

14.4.2.2 An eligible parent is defined as a mother or father with parental rights to the child.

14.4.3 Pay and Benefits During Parental Leave

14.4.3.1 Parental Leave is paid at 100% of an employee's current straight time rate of pay for six consecutive weeks (40 hours per week, maximum to be paid 240 hours).

14.4.3.2 Employees will continue to accrue leave time while on Parental Leave.

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14.4.4 Using Parental Leave

14.4.4.1 Parental Leave may not be used for the five day waiting period before short-term disability begins.

14.4.4.2 Parental Leave must be used for six (6) consecutive weeks. Unused Parental Leave will be forfeited if the employee chooses to return to work before the end of the six (6) week Parental Leave period.

14.4.4.3 Intermittent Parental Leave is not permitted.

14.4.4.4 Parental Leave for the mother will begin immediately after the termination of short-term disability.

14.4.4.5 Parental Leave for the father or spouse will begin the day after the birth event. Parental leave will begin the day of the adoption or placement for adoption for mother, father or spouse.

14.4.4.6 Parental Leave will be granted per birth or adoption event; multiple births or adoptions in one event does not increase the amount of Parental Leave time granted.

14.4.5 Application for Parental Leave

14.4.5.1 A Parental Leave form shall be completed and submitted to the Human Resources Department at least 30 days before Parental Leave is to be used. Employees must submit sufficient documentation of birth or placement for adoption to the Human Resources Department in order to complete the Parental Leave approval process.

14.4.5.2 The Human Resources Department is responsible for reviewing and approving all requests for Parental Leave.

14.4.5.3 Submitting false information or falsified documents in support of or in connection with Parental Leave is subject to disciplinary action up to and including termination.
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15. HOURS OF WORK

15.1 WORK DAY

15.1.1 Length
15.1.1.1 For pay computation purposes, the normal County Work Day is 8 hours (excluding the lunch period) in a 24-hour period starting at 12:01 a.m.

15.1.2 Hours
15.1.2.1 While most County business offices shall be open from 8:30 a.m. to 5:00 p.m., the hours of beginning and ending of work shifts vary with the situations facing particular departments at particular times and are the responsibilities of the department heads involved, provided:

15.1.2.1.1 That no scheduled work shift shall be longer than eight hours of work (excluding the lunch period) nor less than seven and one-half hours (excluding the lunch period). Exceptions may be made in departments or divisions which have received approval from the Board of Commissioners and the County Executive to adopt work schedules other than eight hours per day, such as 4/40, flextime, etc.

15.1.3 Lunch Period

15.1.3.1 No scheduled lunch period shall be longer than one hour.

15.1.4 Relief Periods

15.1.4.1 All employees scheduled to work a full shift shall be granted one 15-minute relief period before the lunch period and one 15-minute relief period after the lunch period.

15.1.5 Scheduling

15.1.5.1 The scheduling of shifts, lunch periods and relief periods, within the above restrictions, shall be the responsibility of the department head, and shall be designed to provide the least possible disruption of the department's services and not work a hardship on the employees involved.

15.1.5.1.1 Department heads shall clearly inform all employees of their working hours and the timing of their lunch hours and must personally approve any exceptions to the normally scheduled routine.

15.2 WORK WEEK

15.2.1 The normal County work week is five days of work in a seven day period.

15.3 PAY PERIOD

15.3.1 The normal County pay period is ten days of work in a fourteen day period starting at 12:01 a.m. on the day officially designated by the County Executive as the beginning of the pay period.
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15.3.1.1 The pay period schedule is published as part of the County Salary Schedule.

15.3.1.2 See also, Rule 2, "Salaries".

15.4 INCLEMENT WEATHER

15.4.1 Only the County Executive shall have the authority to excuse employees early from their shifts, with pay, because of dangerous or inclement weather. Individual department heads shall not have this authority.

15.4.2 Only the County Executive shall have the authority to give time off with pay because employees may have been prevented from getting to work because of dangerous or inclement weather. In such cases, the following rule shall apply:

15.4.2.1 All employees on the same shift at the affected work locations shall be treated alike.

15.4.2.2 Those required to work and who are able to get to work shall receive double pay for the normal shift and 2-1/2 pay for overtime worked under such circumstances.
16-1

16. EMPLOYMENT SCREENING

16.1 COVERAGE

16.1.1 Appointees to all County positions, except those who serve at the pleasure of the Board of Commissioners, elected and appointed officials, and appointees of the Governor, must successfully pass the following screenings before their appointments will be considered permanent.

16.2 MEDICAL EXAMINATION

16.2.1 All appointees covered by this rule must take a medical examination administered by a physician selected and approved by the Human Resources Department.

16.2.2 Failure to meet the medical requirements for the classification of an appointment shall be cause for disapproval and removal of the appointee's name from the eligible list for that classification.

16.3 EMPLOYMENT AND EDUCATION REFERENCES

16.3.1 The employment and education references of all appointees covered by this rule may be verified in writing by the Human Resources Department.

16.3.2 Information gained from such reference verification shall be utilized under the appropriate sections of these rules.
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17. WORK CONNECTED INJURY OR ILLNESS

17.1 REPORTING

17.1.1 County employees shall report all injuries or illnesses, arising directly from their County employment to their department head immediately.

17.1.2 Department heads shall report all such injuries or illness to the Risk Management Department immediately on "Report of Injury on the Job" forms.

17.2 TREATMENT

17.2.1 The ordering of an employee involved in an on-the-job injury to receive

immediate professional medical attention shall be considered a legitimate authority of the County department head and refusal on any grounds other than religious shall be deemed insubordination.

17.2.1.1 Except in dire emergencies, this medical treatment should not be given by County medical personnel.

17.2.1.2 The person or institution rendering the medical treatment should be told that it is a possible Worker's Compensation case.

17.3 PAYMENT OF MEDICAL BILLS

17.3.1 If the injury or illness is deemed compensable by the County's Worker's Compensation Servicing Agent, the servicing agent will pay reasonable and necessary medical charges for care and treatment of a work related injury or injuries.

17.3.1.1 All medical bills resulting from the case should be sent to the Risk Management Department.

17.4 PAYMENT FOR TIME OFF

17.4.1 If the injury or illness is deemed compensable, the Michigan Worker's Disability Compensation Act provides that the Employer, the County, shall pay part of the employee's salary if he or she is off work more than one week because of the illness or injury.

17.4.1.1 Oakland County is a licensed self-insured employer and as such pays any benefits to its employees as prescribed by the Michigan Workers' Disability Compensation Act either directly or through its Worker's Compensation Servicing Agent.

17.4.1.2 This amount will usually be less than the employee's normal County salary.

17.4.1.3 This payment is a substitute for a portion of the normal County salary and is not in addition to it.

17.4.1.4 If the employee is off work because of the compensable injury or illness for less than two weeks, the Act provides that he or she will not be paid from the servicing agent for the first week. Compensation shall begin on the eighth calendar day after injury.
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17.4.1.5 If the employee is off work two weeks or more he or she shall be paid from the date of injury.

17.4.2 If the injury or illness is deemed compensable, the employee shall be paid directly by the County in the following manner:

17.4.2.1 An eligible employee off work due to an injury or illness, deemed compensable by the Michigan Workers' Disability Compensation Bureau, shall be paid, by the County, the difference between 100% of their regular normal salary, at the time injured, and the payment made under the provisions of the Workers' Disability Compensation Act for periods (covering original injury or illness or reoccurrence of original injury or illness) not to exceed five working days. The County supplement for compensable time off in excess of five working days shall be reduced to the difference between 80% of the employee's regular normal County salary, at the time injured, and the payment made under the provisions of the Workers' Disability Compensation Act for as long as the Worker's Compensation payments are received but not to exceed 52 weeks including both the portion supplemented at 100% and the portion supplemented at 80% as noted above.

17.4.2.1.1 No deductions shall be made from the employee's Personal Leave, Annual Leave or Sick Leave Reserve to cover this payment from the County.

17.4.2.2 An eligible employee still unable to return to work within the time limit described in Section 17.4.2.1 above, who continues to receive Worker's Compensation payments, shall be paid by the County, the difference between his or her regular salary at the time injured and the payment made under the provisions of the Compensation Act, and the prorated amount of time involved shall be deducted first from the employee's Personal Leave and Sick Leave Reserve accumulations and if they are exhausted, from the Annual Leave accumulation.

17.4.2.2.1 An eligible employee off work due to an injury or illness deemed compensable by the Workers' Disability Compensation Bureau shall continue to accumulate Annual Leave at the normal rate and shall have the time credited toward the earning of Personal Leave for as long as he or she receives payment from the County under items 17.4.2.1 and 17.4.2.2 above.

17.4.2.2.2 Any amounts payable to an employee under Sections 17.4.2.1 and

17.4.2.2 above, shall be reduced by an amount equal to any benefits received under the provisions of the Oakland County Employees' Retirement System because of such injury or illness. In no case shall the total benefits paid by the combination of Worker's Compensation payments, payment from Oakland County Employees' Retirement System benefits and payment from the County, total more than the employee's normal salary at the time of injury or illness.

17.4.3 Because there may be a delay while the servicing agent is determining if the injury is compensable, the employee shall receive full salary payment from the County until the first Worker's Compensation check is sent. If the injury is later determined noncompensable this time will be deducted from the employee's Personal Leave and Sick Leave Reserve accumulations and if they are exhausted, from the Annual Leave accumulation.

When notification is received by the County that the eligible employee received a payment from the servicing agent, this amount will be deducted from their next County

paycheck, even though the time covered by the servicing agent check is different from the time covered by the County paycheck. This is continued until any overpayment is made up and may result in the employee receiving only partial pay from the County for a time after he or she returns to work following a compensable injury.

17.4.4 Non-eligible County employee's (see Rule 22 - Eligibility for Employee Benefits) shall not receive supplemental Worker's Compensation pay (an employee benefit) as described in Section 17.4.2 of this rule.

18. EMPLOYMENT OF RELATIVES

18.1 COVERAGE

18.1.1 All sections of this rule shall apply to all positions covered by the Merit System, regardless of whether the department head obtained his or her position through election, appointment or Merit System appointment.

18.2 DEFINITION OF RELATIVE

18.2.1 For the purpose of this rule, a "relative" shall be a person holding the following relationship to the employee, whether that relationship is natural, adoptive, step or foster in nature.

Spouse	**Uncle**
Child	**Aunt**
Parent	**Niece**
Brother	**Nephew**
Sister	**Parent-in-law**
Grandparent	**Child-in-law**
Grandchild	**Brother-in-law**
First Cousin	**Sister-in-law**

18.3 PROHIBITIONS ON EMPLOYMENT OF PERSONS WHO ARE RELATIVES AT THE TIME OF APPOINTMENT

18.3.1 No person shall be appointed in a department where the department head, assistant department head, head of the division where employed or immediate supervisor is a relative of the employee at the time of appointment. (As described in 18.2 above.)

18.4 PROHIBITIONS ON THE CONTINUED EMPLOYMENT OF EMPLOYEES WHO BECOME SPOUSES AFTER THEY ARE EMPLOYED

18.4.1 No person shall continue to be an employee in a department after he or she becomes the spouse of the department head, assistant department head, head of the division where employed or immediate supervisor.

18.5 PROHIBITIONS ON THE CONTINUED EMPLOYMENT OF EMPLOYEES WHO HAVE REGULAR MERIT SYSTEM STATUS AND WHO ARE RELATIVES OF PERSONS PROMOTED OR

APPOINTED TO POSITIONS OF DEPARTMENT HEAD OR ASSISTANT DEPARTMENT HEAD OF THE EMPLOYEE'S DEPARTMENT

18.5.1 Such employees may continue to be employed in the same department except:
18.5.1.1 Spouses as covered under Section 18.4 of this rule.

18.5.1.2 If such a relationship occurs before the employee gains regular Merit System status, the employee should be transferred to another department or separated from the County service.

18.6 PROHIBITIONS ON THE CONTINUED EMPLOYMENT OF EMPLOYEES WHO ARE RELATIVES OF PERSONS PROMOTED OR APPOINTED TO POSITION OF HEAD OF THE DIVISION WHERE EMPLOYED OR IMMEDIATE SUPERVISOR

18.6.1 All lower ranking employees in the division or supervisory unit who are relatives of the division head or supervisor, shall be transferred to another division or supervisory unit of the same department where they will not be supervised by a relative; exceptions may be made by the Human Resources Committee of the Board of Commissioners in cases where there is an intermediate level of supervision between the division head or supervisor and the related employee.
18-2

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19. POLITICAL ACTIVITIES (Reference to Section VI, L of the Merit System Resolution)

19.1 ANY OF THE FOLLOWING ACTIVITIES ON THE PART OF COUNTY EMPLOYEES COVERED BY THE MERIT SYSTEM SHALL BE GROUNDS FOR SUSPENSION OR DISMISSAL FROM THE COUNTY SERVICE.

19.1.1 Circulating petitions during scheduled working hours. The exceptions would be internal County authorized elections such as the Personnel Appeal Board, Oakland County Credit Union, and Oakland County Retirement Board.

19.1.2 Engaging in any political activity or campaigning for a public elective office during scheduled working hours or while on duty or while off duty while wearing uniform or other identifying insignia of office.

19.1.3 Neglecting his or her assigned duties or responsibilities because of permitted political activity. This includes circulating nominating petitions for political office during working hours.

19.1.4 Using office, public position, public property or supplies to secure political contributions or to influence a partisan or non-partisan election to fill an office at any level of government.

19.1.5 Soliciting or receiving anything of value as a partisan or non-partisan political contribution or subterfuge for such contribution from any other person.

19.1.6 Giving money, property, or anything of value, as a contribution or subterfuge for such contribution, for any partisan or non-partisan political purposes, to any other public officer or employee, as distinguished from political parties or groups.

19.1.7 Promising, or using influence, to secure public employment or other benefit financed from public funds as a reward for political activity.

19.1.8 Discriminating in favor of, or against, an officer, employee or applicant, on account of his or her political contribution or permitted political activity at any level of government.

19.1.9 Engaging in any permitted political activity directed at other public employees while the latter are on duty.

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20. EDUCATION ASSISTANCE

20.1 PURPOSE

Oakland County encourages and assists employees to improve their educational qualifications in subjects and fields of endeavor which are directly related to the County's operations, activities, and objectives and which will place the employee in a position to improve their job performance and professional development.

20.2 ADMINISTRATION

20.2.1 Designated Administrative Authority

The Education Assistance Program shall be administered by the Human Resources Department in accordance with the parameters described in this Rule.

20.2.2 Guidelines and Directives

The Human Resources Department shall establish administrative guidelines and directives supplemental to this rule as may be necessary to ensure fair and equitable distribution of education assistance, to provide sufficient reserves to meet reimbursement commitments and to maintain the overall integrity of the Education Assistance Program.

20.3 TUITION REIMBURSEMENT AND ADVANCEMENT REQUIREMENTS

20.3.1 Employee Eligibility

20.3.1.1 Employment Status

Applicants must be employed with Oakland County at the time of application for reimbursement or advancement and at the time the payment is to be issued. Reimbursements cannot be paid to persons after the date of separation from the County.

20.3.1.2 Employee Benefits Eligibility
FTE Applicants must be eligible for employee benefits, in accord with Merit System Rule 22, at the time of application and at the time the reimbursement or advancement check is to be issued. (Employees on leave of absence without pay and part-time non-eligible employees, for example, are not eligible for this benefit.)

20.3.1.3 Other Sources Tuition Support - Fully Paid
Employees shall not be reimbursed for course work fully reimbursed or paid by tuition payment support from other sources such as, but not limited to, scholarships, fellowships, veterans' educational benefits, Federal, State, Local educational grant, or any other form of tuition support.

20.3.1.4 Other Sources Tuition Support - Partial Payment
Eligible applicants receiving a portion of the tuition costs requested from other sources but less than the maximum amount of reimbursement allowable under this Rule, are eligible for County reimbursement of the difference between the other sources payment and maximum reimbursement allowable under this Rule up to but not exceeding the total cost of tuition.
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Revised 03/11/25
Caution: Application for and/or acceptance of Oakland County Tuition Reimbursement or Education Assistance by an employee not eligible for employee benefits (20.3.1.2) or reimbursed or paid by other sources (20.3.1.3-20.3.1.4) may be considered a misappropriation of County funds and cause for disciplinary action up to and including dismissal from County employment.

20.3.2 Course Work Eligibility

20.3.2.1 Institutional Requirements
Course work shall be limited to programs offered by universities, colleges, business schools, trade schools, and school systems only, approved/certified by a State Board of Education and accredited by the primary, nationally recognized accrediting association for each type of institution or licensed by a State's Proprietary School Unit. The applicant shall provide documented evidence that his or her school meets this requirement on the request of the Human Resources Department. Course work in non- degree programs that leads to licensure or certification for use in employment with Oakland County will also be accepted.

20.3.2.2 Class Time
No reimbursement or advancement will be allowed for course work taken on work time for which the employee is being compensated by Oakland County. Course work taken while the employee is on paid annual leave may be reimbursable if in accord with other provisions of this Rule.

20.3.2.3 Work Relatedness Course work shall be:

20.3.2.3.1 Directly Related to Employee's Work

Course work should be directly related to the applicant's present job, approved by the Department Authority, and directed towards improving the applicant's knowledge of and performance on the job, or

20.3.2.3.2 Related to Probable Future County Employment Probable Future County Employment shall be defined as a position or positions the employee is likely to be transferred to or promoted to based on reasonable evidence in the applicant's employment history and/or County experience with employees. The applicant must identify the job he/she chooses to work toward and one likely to be achieved on the Tuition Reimbursement Application, or

20.3.2.3.3 Degree Requirement
Course work not directly related to the employee's Present or Probable Future County Employment but required for a degree which is related to Present or Probable Future County Employment or other high demand occupation or career within Oakland County shall qualify for reimbursement within the intent of this Rule. The applicant may be required to provide reasonable evidence that the non-related course work cannot be substituted by related course work to achieve the same degree.

20.4 REIMBURSEMENT AND ADVANCEMENT PROCEDURE

20.4.1 Applicant Process
Completion of the application form and meeting the application, receipt and grades filing deadlines is the sole responsibility of the applicant.
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Revised 03/11/25

20.4.1.1 Filing Deadlines

20.4.1.1.1 Application Filing Deadline
Applications requesting Tuition Reimbursement or Advancement must be filed prior to the starting date of class. Applications are subject to approval noted in Sections 20.4.1.3 and 20.4.1.4 of this Rule and are approved on a first come, first served basis to the extent funding is available.
The employee is urged to protect their investment by confirming reimbursement before the class starts and before they have committed their own funds.

20.4.1.1.2 Receipt/Grades Filing Deadline
Grades and tuition receipts must be submitted to the Human Resources Department no later than sixty (60) days after the last meeting of the class as noted on the application for reimbursement except a grade of "I" or Incomplete will not be considered for any reimbursement until after successful completion. It is still necessary, however, to submit the incomplete grade within the sixty (60) day period to keep your application active. Also, if for any reason you cannot submit your grades within the filing time frame, e.g., computer error, notify the Human

Resources Department in writing as soon as possible, stating the reason for the delay. Failure to meet this filing deadline may result in disqualification for reimbursement.

20.4.1.2 Course Description
Applicants may be required to submit with each application a full description of the course(s) for which reimbursement or advancement is requested. The published catalogue description or other official description provided by the educational institution are required for this purpose.

20.4.1.3 Department Approval
Each application for tuition reimbursement or advancement must be approved by the employee's Department Authority as being relative to the applicant's present or probable future County employment or as otherwise provided in Section 20.3.2.3 of this Rule.
Applications not approved by the Department Authority shall be returned to the employee by the Department Authority prior to the starting date of the course or no later than five working days after the receipt of the application with a written explanation of why approval was not granted.

20.4.1.4 Human Resources Department Approval
Applications for reimbursement or advancement must be approved by the Human Resources Department to assure that the application is complete and in accord with the provisions of this Rule, that an adequate course description has been provided and that sufficient funding is available to meet the reimbursement request.
Applications approved by the Human Resources Department will be acknowledged by forwarding to the employee a copy of the "Reimbursement Payment Authorization Form". Applications not approved by the Human Resources Department shall be returned to the employee within ten (10) working days of receipt in Human Resources with a written explanation of why the course work was not approved.
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20.4.1.5 Notice of Change in Course Work
Applicants changing classes after original approval must notify the Human Resources Department in writing stating reason for change and submitting a description of the course for which reimbursement is requested. Changes from course work already approved may invalidate reimbursement approval if the substitute course work cannot be related to the employee's present or probable future County employment or as otherwise provided in Section 20.3.2 of this Rule.

20.4.2 Course Work Documentation

20.4.2.1 Original Documents
Only original documents can be accepted by the Human Resources Department. Original applications, tuition payment receipts and grades or other original proof of

successful class completion must be submitted to the Human Resources Department to complete a reimbursement transaction.

20.4.2.1.1 Employees who wish original documents returned should forward the original documents along with a legible duplicate copy. Upon verification of the coursework, original copy will be returned, and the legible duplicate shall be maintained with the employee's reimbursement records.

20.4.2.2 Verification of Tuition Payment

20.4.2.2.1 Process for Payment: Tuition Reimbursement
Promptly after the end of the course, the applicant should provide Human Resources with an official grade report showing successful completion of the course and a paid bill or receipt indicating the amount of tuition and fees paid as stated in 20.4.2.3

20.4.2.2.2 Process for Payment: Tuition Advancement
Promptly after a request is approved and the training institution invoice is submitted, Fiscal Services/Payroll will initiate a payment, less any financial aid, scholarships, grants, or other tuition assistance. Once the transaction is approved by HR and Fiscal Services, the advancement payment will be mailed directly to the employee for the approved amount. No later than 30 days after the end of the term, the employee who received a tuition advance is responsible for providing HR with an official grade report showing successful completion of the course and a paid bill or receipt indicating the amount of tuition and fees the employee has paid. If a scholarship or grant is received, the employee must reimburse the county the amount of the scholarship or grant from what was previously advanced.

20.4.2.3 Verification of Successful Completion
Applicants are required to submit proof of successful completion of course work if choosing the tuition reimbursement option before payment can be authorized. Course withdrawals or failures are not reimbursable. Institutional grade reports serve this purpose best. A letter from the applicant's course teacher or instructor, on institutional letterhead, verifying successful completion, is an acceptable substitute.
No later than 30 days after the end of the term, the employee who received a tuition advance is responsible for providing HR with an official grade report showing successful completion of the course and a paid bill or receipt indicating the amount of tuition and fees the employee has paid. If a scholarship or grant is received, the employee must reimburse the county the amount of the scholarship or grant from what was previously advanced.
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If the employee does not successfully complete the class, depending on the circumstances, will be allowed one opportunity to retake and pass the course.1
If the employee leaves the education institution, either voluntarily or involuntarily,

before successfully completing the course or before reimbursing any amounts owing under this policy, or if an employee does not register for, or stops attending, a course for which they have received an advance, the employee will no longer receive educational assistance through Human Resources.

20.5 REIMBURSEMENT AND ADVANCEMENT LIMITATIONS

20.5.1 Fund Limitations
Reimbursement and advancement request approvals are contingent upon the availability of Tuition Reimbursement funds specifically budgeted for this purpose. Should funding become insufficient to meet reimbursement requests due to increased demand, budget cutbacks or for any other reason, reimbursements and advancement will be processed on a first come, first served basis. Act 621 of the Public Acts of 1978, otherwise known as the Uniform Budgeting Act, prohibits payment of reimbursements in excess of the funds specifically budgeted for this purpose.

20.5.2 Dollar Limitation
Education Assistance rates shall be determined by the Board of Commissioners.

20.6 EDUCATION ASSISTANCE NOT ALLOWED

20.6.1 Law School Courses
There shall be no Education Assistance for law school classes; however, employees who are current members in good standing of the State Bar of Michigan may take law school classes which are directly related to County operations, activities, and objectives and which will place the employee in a position to improve their job performance and professional development.

20.6.2 Seminars, Conferences, etc.
There shall be no Education Assistance for seminars, conferences or other programs normally covered by a department's budgeted provisions for travel and conference.

20.6.3 Degree Limitations
There shall be no Education Assistance for any course work, seminars, conferences, or other educational programs from the Tuition Reimbursement fund for employees possessing a Doctor of Philosophy or equivalent advanced degree.

20.6.4 Costs Other Than Tuition
Qualified education payments include payments for tuition, fees, and books.
Reimbursement for other expenses, such as internet, software, lodging, meals, transportation, or other supplies that can be retained by the employee after completing the course of instruction are prohibited.
Courses involving sports, games or hobbies are not eligible unless they are required for the degree program, or they have a reasonable relationship to the employer’s business.
1 Two unsuccessful attempts at completing the coursework will result in program suspension under this section until coursework is successfully completed at employee expense.
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21. FAMILY LEAVE

21.1 DEFINITION OF FAMILY LEAVE

21.1.1 A leave of absence from work for the following purposes:

21.1.1.1 Providing care for the employee's newborn child or child placed with the employee for adoption or foster care; and

21.1.1.2 Providing care during the serious health condition of the employee's child, parent or spouse; and

21.1.1.3 Serious health condition of the employee that makes the employee unable to perform the functions of their position.
21.1.1.4 Qualifying exigency related to an employee's spouse, parent or child being called to active duty, and

21.1.1.5 Providing care for an employee's child, parent, spouse or next of kin who has been injured while on active duty.

21.1.2 An employee may use up to a total of 12 work weeks during a calendar year for one or more of the purposes described above in 21.1.1. For leaves pursuant to 21.1.1.5, an employee may take up to 26 weeks in a single 12 month period, beginning with the first day of the leave. This leave cannot exceed 26 weeks or the 12 month period, which ever comes first for injury/illness occurring during active duty.

21.1.3 An employee must exhaust all leave banks except Sick or Sick Leave Reserve prior to using Leave Without Pay during a Family Leave for birth, adoption, or foster care. In addition, an employee must also exhaust their available Sick Leave or Sick Leave Reserve bank prior to using Leave Without Pay in the event of family leave due to a serious health condition (see also 21.7) or during serious health condition of employees child, parent or spouse (see 21.6). In the case of a serious health condition of the employee, drawing from leave banks is not required if the employee is collecting short or long term disability, except for the waiting period.

21.1.4 Subject to eligibility, notification and certification requirements and final review by the Human Resources Department, Family Leave shall be granted at the employee's discretion. The employee must keep their own department/division as well as the Human Resources Department/Employee Records Unit informed at all times as to their status and intention to return to work. Be advised that abuse of this leave will result in cancellation and may result in disciplinary action up to and including dismissal from County employment.

21.2 ELIGIBILITY FOR FAMILY LEAVE

21.2.1 Any employee eligible for employee benefits who has been employed for at least 12 months and has worked at least 1250 hours during the 12 month period immediately preceding the leave is eligible.
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21.3 NOTIFICATION AND VERIFICATION OF FAMILY LEAVE

21.3.1 Except in the case of emergency, employees are expected to complete a "Request for Family Leave" form and provide it to their department head or their designee, 30 calendar days prior to the intended use of Family Leave. Failure to provide adequate notice may result in delay of Family Leave. The employee may be required to provide other certifiable documentation (e.g. birth certificate, date of petition papers, physician statement, proof of relationship to child, parent, spouse) upon requesting the leave or at any time during the course of the leave.

21.3.2 Upon receipt of a completed "Request for Family Leave" form and any certifying documentation provided by the employee, the department/division shall review this form and immediately forward it and any additional information to the Employee Records Unit of the Human Resources Department. All requests for Family Leave are subject to final review by the Human Resources Department. The request form shall be placed in the employee's permanent employment record.

21.3.3 Employees wishing to modify the duration of their original request for Family Leave must notify their department/division and the Employee Records Unit of the Human Resources Department. All such requests for modification are subject to final review by the Human Resources Department.

21.4 EFFECT OF FAMILY LEAVE ON THE EMPLOYEE

21.4.1 During a Family Leave the employee:

21.4.1.1 Does not receive pay from the County unless the employee is on Parental Leave pursuant to Merit Rule 14.4 or is having time deducted from their available leave banks in accordance with section 21.1.3.

21.4.1.2 Does not earn Annual Leave except for the time period during which the employee is on Parental Leave pursuant to Merit Rule 14.4, is receiving short term disability payments or is having time deducted from their available leave banks in accordance with section 21.1.3.

21.4.1.3 Does not get paid for Legal Holidays occurring during the Family Leave unless

the employee's leave banks cover the day immediately preceding the holiday and the day immediately following the holiday. Legal Holidays occurring during a period of Parental Leave will be paid and coded as “Parental Leave."

21.4.1.4 Remains a member of the Oakland County Employee's Retirement Plan but:

21.4.1.4.1 Because the Retirement System grants a full month of credit if a fulltime eligible employee is on the payroll for ten days in a calendar month and a full year of credit if a full-time eligible employee is on the payroll for ten months in a calendar year, the effect of Family Leave on the accumulation of Retirement Service Credit time depends on the timing of each leave of absence without pay.

21.4.1.5 Does not have their Benefit Date affected for the first 10 approved leave without pay days used each calendar year. This is true regardless of the nature of the leave without pay (e.g. Family Leave, Extended Vacation, Educational Leaves, etc.). All time spent on leave without pay beyond the initial 10 days per calendar year will not be credited toward an employee's Benefit Date and the employee's Benefit Date will be affected.

21.4.1.6 Will have group health, dental, and vision coverage maintained during the period of an approved Family Leave. Any employee contributions required from full time employees for these coverages will be deducted from the employee’s paycheck upon return to work. Part – time eligible employees on such leave, who pay half the premium, should contact the Employee Benefits Unit of the Human Resources Department to make arrangements to pay any premiums (e.g. family continuation riders, dependent dental, etc.) that they would normally pay while actively working.

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21.4.1.7 Will retain full coverage under the Employee's Group Life Insurance Plan. The County will continue to pay the premium for the term portion of the employee's Group Life Insurance.

21.4.1.8 Will retain full coverage under the County short and long term disability plan for the remainder of the month in which a requested and approved leave of absence without pay begins plus all of the month immediately following the month in which the leave without pay begins. Employees must meet all other requirements, as approved by the insurance carrier, in order to receive payments.

21.4.1.9 Is allowed to return to work at the end of the Family Leave to the same classification that the employee was performing when he or she went on leave and to the salary in effect for that class at the time of the return from leave.

21.4.1.10 In addition, employees on the Flexible Benefits Plan will be responsible for paying any additional amounts they are having deducted as a result of their selections under this plan upon their return to work.

21.4.1.11 Approved Family Medical Leave Act (FMLA) will run concurrently with Parental Leave. Ineligibility or exhaustion of FMLA does not preclude eligibility for Parental Leave pursuant to Merit Rule 14.4.

21.5 BIRTH, ADOPTION OR FOSTER CARE

21.5.1 Family Leave for the purpose of providing care for the employee's newborn child, foster child or newly adopted child must be taken within 12 calendar months of the date of birth or adoption. Leave for these purposed shall not be taken intermittently or on a reduced leave schedule (partial days). Birth certificate, date of petition papers or other verifiable documentation may be required.

21.5.2 An employee and spouse who both work for Oakland County are limited to a combined total of 12 work weeks during the 12 month period for Family Leave described under this section.

21.6 SERIOUS HEALTH CONDITION OF A CHILD, PARENT OR SPOUSE

21.6.1 A serious health condition is defined as an illness, injury, impairment or physical or mental condition that involves inpatient care in a hospital, hospice or residential medical care facility or continuing treatment by a health care provider. The employee may be required to provide certifiable documentation. Certification provided under this section shall be sufficient if it states: 1) the date on which the serious health condition commenced; 2) the probable duration of the condition; 3) the appropriate medical facts within the knowledge of the health care provider regarding the condition; 4) a statement that the eligible employee is needed to care for the son, daughter, spouse, or parent and an estimate of the amount of time that such employee is needed to care for the son, daughter, spouse, or parent.

21.6.2 Leave may be taken intermittently or by utilizing partial days off when medically necessary. If an employee requests intermittent leave, or leave on a reduced leave schedule that is foreseeable based on planned medical treatment, the County may require such employee to transfer temporarily to an available alternative position offered by the County for which the employee is qualified and that; A) has equivalent pay and benefits; and B) better accommodates recurring periods of leave than the regular employment position of the employee. In the case of certification for intermittent leave, or leave on a reduced leave schedule, for planned medical treatment, the dates on which such treatment is expected to be given and the duration of such treatment may be required.

21.6.3 A spouse is defined as a husband or wife. Employee may be required to provide proof of relationship.

21.6.4 Parent-child relationship is defined as a biological, adopted, foster, step child, legal ward or a child of a person standing in loco parentis (e.g. an aunt, uncle, etc. who acted as a parent to the child). Employee may be required to provide proof of relationship.

21.6.5 Parent relationship includes employee's biological parents or an individual who stood in loco parentis (e.g. an aunt, uncle, etc. who acted as a parent to the employee)

for the employee. Employee may be required to provide proof of relationship.

21.7 SERIOUS HEALTH CONDITION OF AN EMPLOYEE

21.7.1 A serious health condition is defined as an illness, impairment, or physical or mental condition that involves; A) inpatient care in a hospital, hospice, or residential medical care facility; or B) continuing treatment by a health care provider. Employees covered by short/long term disability plan whose personal illness or disability is expected to last more than 5 consecutive working days must make application for disability benefits. Completing a family leave request form is not required if you have made application for short/long term disability.

21.7.2 Request for leave to be taken intermittently or on a reduced leave schedule may require certification by a health care provider stating the medical necessity, dates of treatment and expected duration of treatment.

21.7.3 All time spent on short and long term disability, including the waiting period, shall count toward the 12 work week total accumulation allowed in a 12 month period. (see section 21.1.2)

21.7.4 All time spend on worker's compensation shall count toward the 12 work week total accumulation allowed in a 12 month period. (see section 21.1.2)

21.7.5 Certification provided under this section shall be sufficient if it states: 1) that the employee is unable to perform the functions of the position of the employee; 2) the date on which the serious health condition commenced; 3) the probable duration of the condition; 4) the appropriate medical facts within the knowledge of the health care provider regarding the condition; 5) in the case of certification for intermittent leave, or leave on a reduced leave schedule, a statement of the medical necessity for the intermittent leave or leave on a reduced leave schedule, and the expected duration of the intermittent leave or reduced leave schedule.

21.8 ELIGIBILITY FOR MILITARY FAMILY LEAVE

21.8.1 An employee may use up to 12 work weeks for leave which is the result of a “qualifying exigency” related to a child, spouse or parent being called to active duty. This leave does not need to be a result of a serious injury or illness, but for any qualifying exigency caused by the call to active duty.

21.8.2 An employee may use up to 26 work weeks of leave in a single 12 month period to care for the employee’s child, parent, spouse, or next of kin, who has a serious injury or illness occurring while on active duty. Verification of next of kin may be required. This leave is limited to a maximum of 26 weeks in a single 12 month period per qualifying illness/injury.

21.8.3 Leave may be taken intermittently or on a reduced leave schedule and, for leave resulting from a serious injury or illness, may require certification by a health care

provider stating the medical necessity, dates of treatment and expected duration of treatment.

21.9 RETURN FROM A FAMILY LEAVE

21.9.1 When an employee returns from a Family Leave, the employee's department head must notify the Employee Records Unit of the Human Resources Department to verify the actual dates of Family Leave usage, before the employee can be returned to the payroll.

21.9.2 Consistent with the employee's authorization provided on the "Request for Family Leave" form, if the employee fails to return to County employment at the end of a Family Leave, the employee will be considered to have resigned from County employment effective on the date the employee was expected to return to work and may be liable for any health premiums paid by the County during the period of Family Leave.

21.9.3 Returning to work prior to the return to work date indicated on the "Request for Family Leave" form is permitted, upon written notification to their department/division and the Employee Records Unit of the Human Resources Department. All such requests are subject to final review of the Human Resources Department.

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22. ELIGIBILITY FOR EMPLOYEE BENEFITS

22.1 DEFINITION OF EMPLOYEE BENEFITS

22.1.1 This rule shall be used to determine eligibility for the following Employee Benefits (unless spelled out differently in the provisions of, or laws regulating, the individual benefit).

- The earning, accumulation and use of Annual Leave.
- The earning, accumulation and use of Personal Leave.
- The use of Death Leave.
- County Payment of Traditional Health Coverage or Health
- Maintenance Organization Coverage.
- Membership in Oakland County Employee's Retirement System.
- County Group Life Insurance.
- Service Increment Pay. (See Rule 2.9)
- Tuition Reimbursement.
- Legal Holidays and Floating Holiday.
- Social Security.
- Worker's Compensation Supplemental Pay.
- Dental Coverage.
- Vision Coverage.
- Short-term and Long-term Disability Income Programs.
- The use of Parental Leave.

22.2 ELIGIBILITY

22.2.1 Part-time non-eligible employees shall not be eligible for these employee benefits. Employees appointed as part-time non-eligible who exceed the 1,000 hour limit shall not become eligible for benefits retroactively or upon exceeding the 1,000 hour limit. The type of the appointment (e.g. part-time non-eligible) shall govern employee benefit eligibility.

22.2.1.1 Department heads shall be responsible for assuring that part-time non-eligible employees are separated prior to exceeding 1,000 hours of work. Any part-time noneligible appointee exceeding 1,000 hours shall be terminated immediately by the Human Resources Department.

22.2.1.2 Employees in the classification of student shall not be eligible for employee benefits regardless of the number of hours worked in a 12 month period. Time served as a student or part-time non-eligible employee shall not be credited toward employee benefit eligibility for any classification.

22.2.1.3 Newly hired part-time non-eligible employees transitioning from County full-time status will be offered medical coverage if required in accordance with the Patient Protection and Affordability Care Act.

22.2.2 Full-time or part-time eligible employees shall be eligible for these employee benefits, with the following exceptions:

22.2.2.1 Part-time eligible (see Merit Rule 4) employees shall:
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22.2.2.1.1 Earn and accumulate Annual Leave on a pro-rated basis each pay period; based on the ratio of the number of hours they worked compared to the normal 80 hour pay period.

22.2.2.1.2 Use Personal Leave, Annual Leave, Sick Leave Reserve and Death Leave off with pay only to cover their normal working schedule of working days and hours.

22.2.2.1.3 Be paid for Legal Holidays not actually worked on the pro-rata applied to the previous pay period.

22.2.2.1.4 Be paid for Legal Holidays actually worked by applying Rule 26 to the hours actually worked on the day in question.

22.2.2.1.5 Receive 20 hours (2 and 1/2 days) of Personal Leave each year (half the five received by a full-time employee).

22.2.2.1.6 Receive four (4) hours of Floating Holiday time each year.

22.2.2.1.7 Have full traditional health coverage available with the County paying 50% of the premium and the employee paying 50% plus any required additions.

22.2.2.1.8 Have full coverage under the County dental plan available with the County paying 50% of the premium and the employee paying 50%. Employees are eligible for dental benefits on the first of the month following the completion of twelve (12) consecutive months of service since the date of their most recent hire.

22.2.2.1.9 Have an amount of life insurance equal to 1 and 1/2 times an amount equivalent to one-half of the annual full time salary for the classification. Employee contributions (if any) are also based on one-half salary.

22.2.2.1.10 Earn retirement credit based on the actual number of hours worked.

22.2.2.1.11 Not be eligible for long term disability insurance.

22.2.2.1.12 Be eligible for short term disability but the benefit is computed on an amount equal to one-half of the annual full time salary for the classification.

22.2.2.1.13 Have full coverage under the County vision plan available with the County paying 50% of the premium and the employee paying 50%. Employees are eligible for vision on the first of the month following the completion of six (6) consecutive months of service since the date of their most recent hire.

22.2.2.1.14 Part-time eligible employees are not eligible for coverage under the Flexible Benefits Plan.

22.2.2.1.15 Part-time eligible employees are not eligible for Parental Leave.

22.2.3 Unless spelled out differently in the rule applying to the individual employee benefit and with the exceptions noted in points 22.2.3.1, 22.2.3.2, 22.2.3.3, 22.2.3.5, 22.2.3.6, and 22.2.3.7 below, employees made eligible under this rule shall be eligible for employee benefits from the first day of County employment.

22.2.3.1 Employees are eligible for dental benefits on the first day of the month following the completion of twelve (12) consecutive months of service since the date of their most recent hire. Employees on the Flexible Benefits Plan are eligible for dental at the time they become eligible for health coverage.

22.2.3.2 Employees are eligible for vision benefits on the first of the month following the completion of six (6) consecutive months of service since the date of their most recent hire. Employees on the Flexible Benefits Plan are eligible for vision at the time they become eligible for health coverage.

22.2.3.3 Employees are eligible for Short or Long Term Disability benefits after six (6) consecutive months of service has been completed since the date of their most recent hire.

22.2.3.4 Failure to file the required paperwork for Short Term Disability with the Employee Benefits Unit of the Human Resources Department within 30 calendar days of the date of the employee's first day off work due to the disability shall result in ineligibility to receive this benefit. Employees are not eligible to submit a Disability claim after they have been separated from County Service.

22.2.3.5 Employees receive Personal Leave days after six (6) months of consecutive service has been completed since the date of their most recent hire. Employees are then credited with the appropriate Personal Leave Time.

22.2.3.6 Employees are eligible for health coverage as set forth in the enrollment schedule contained in the Employee Information section of this book.

22.2.3.7 Employees are eligible for life insurance coverage on the first of the month following the date of their most recent hire.

22.2.3.8 Employees receiving Short Term Disability Income benefits shall continue to have time spent on disability credited as time worked for the purpose of maintaining their benefit date for the first 130 work days of disability in any 12 month period. During this 130 day period, the employee shall continue to earn annual leave days and retirement credits and shall continue to receive those paid benefits they would otherwise be receiving if they were at work for all time spent on Short Term Disability, provided they have not been separated from County service. In addition, employees on the Flexible Benefits Plan will be responsible for paying any additional amounts they are having deducted as a result of their selections under this plan upon their return to work.

22.2.3.9 Employees receiving Long Term Disability Income benefits who are not separated from County service shall no longer have the time spent on disability credited as if they were at work for the purpose of maintaining their benefit date, shall not earn annual leave days or retirement credits, nor be credited with additional personal leave days and shall not receive any other paid benefits from the County. These employees may elect to maintain their health care, dental, and vision coverage through the County group plan provided they continue to submit prompt payment for such benefits. The two exceptions are health coverage which will be continued by the County for the first sixmonths of Long Term Disability provided all eligibility requirements have been met and Life Insurance which continues for the duration of the long term disability or age 65, which ever occurs first. Separation from County Service does not affect the limited continuation of health land life insurance benefits just described.

22.2.3.10 The Flexible Benefits Plan shall apply to employees in non-represented positions and in represented positions whose collective bargaining agreement includes this plan. New hires will receive a plan as designated by Oakland County and will be provided opportunity to make selections during the next open enrollment period.

22.2.3.11 Employees on Parental Leave pursuant to Merit Rule 14.4 shall continue to have time spent on Parental Leave credited as time worked for the purpose of maintaining their benefit date. The employee shall continue to receive those paid benefits they would otherwise be receiving if they were at work. All benefit contributions will be deducted from an employee's bi-weekly payroll check.

22.2.4 Time spent in non-eligible County employment cannot later be made eligible time and be credited toward employee benefits, except as they qualify under section

22.3.2.1.2 below.
Human Resources Department Note: Part-time eligible employees are responsible to check the provisions of individual benefits to determine final eligibility.
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22.3 LENGTH OF COUNTY SERVICE

22.3.1 For Retirement Benefits

22.3.1.1 Length of County service shall be determined by the amount of service recognized by the Oakland County Employees' Retirement System.

22.3.2 For all other employee benefits based on length of service

22.3.2.1 Length of service shall be determined by the employee's "Benefit Date" which is based on time recognized by the Oakland County Retirement System except:

22.3.2.1.1 Regardless of the amount of service recognized by the Retirement System, and with the exceptions noted below, after January 1, 1971, only time for which the employee was actually paid by the County payroll shall be recognized as counting toward an employee's Benefit Date.

22.3.2.1.1.1 Time spent on Military Leave from Oakland County shall be counted.

22.3.2.1.1.2 Time recognized under section 22.3.2.1.2 below, shall also be counted.

22.3.2.1.1.3 The first ten days of Leave Without Pay used each calendar year do not affect the Benefit Date for full-time eligible employees.

22.3.2.1.1.4 An employee may use up to a total of 130 Short Term Disability days (working days) in a 12 month period without affecting their Benefit Date. Each Short Term Disability day in excess of 130 days in a 12 month period will move an employee's Benefit Date forward one day.

22.3.2.1.1.5 All time taken under Merit Rule 13.3.9, Administrative Leave Without Pay for budgetary or organizational purposes taken on or after June 28, 2003, shall be counted toward an employee's Benefit Date.

22.3.2.1.2 Service on the County payroll in non-eligible employment which meets the following criteria shall be included when computing the Benefit Date.

22.3.2.1.2.1 The service shall be immediately proceeding eligible County employment.

22.3.2.1.2.2 The transition from non-eligible to eligible employment must have been made without a break in service.

22.3.2.1.2.3 The entire period of non-eligible employment immediately preceding eligible County employment must have been full-time in nature as defined below.

22.3.2.1.2.3.1 The employee must have worked a total number of hours that is greater than or equal to the total number of hours available to work for a full-time employee, minus the maximum Annual Leave or Personal Leave usage available to a similarly situated full-time employee during the period being considered.

22.3.2.1.2.3.2 Hours available to work refers to the normal County work schedule of 8 hours per day, 5 days per week.

22.3.2.1.2.3.3 Official County holidays (including the floating holiday) are not counted as hours available for a full-time employee to work under section 22.3.2.1.2.3.1 above.

22.3.2.1.2.4 The Oakland County Retirement Board shall be responsible for determining what portion of time, if any, that an employee spends in noneligible employment shall be recognized by the Oakland County Retirement System.
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23. ANNUAL LEAVE

23.1 DEFINITION OF ANNUAL LEAVE

Annual Leave is absence from work for which the employee is paid just as if he or she were at work. Annual Leave is earned and accumulated each pay period at a rate dependent on the length of the employee's County service. When Annual Leave is used, and the amount of Annual Leave that is taken at one time, are at the discretion of the employee's Department Head within the limitations of the employee's accumulation, of necessity, the welfare and convenience of the County and the continuation of the services the department renders must be the foremost consideration in allowing Annual Leave. An Annual vacation is the most common use of Annual Leave, although it also may be used for other purposes such as personal business and to cover a period of illness after Sick Leave Reserve or Personal Leave have run out.

23.2 ELIGIBILITY FOR ANNUAL LEAVE

23.2.1 See Rule 22 "Eligibility for Employee Benefits."

23.2.2 All employees eligible for Annual Leave shall begin their accumulation from the first day of eligible County employment.

23.3 RATE OF ACCUMULATION OF ANNUAL LEAVE AND MAXIMUM ACCUMULATION

23.3.1 Annual Leave shall be earned and accumulated by pay periods, according to the following chart.

LENGTH OF ELIGIBLECOUNTY SERVICE (SEE RULE 22)		**DAYS OF ANNUAL LEAVE EARNED ***	**MAXIMUM** ACCUMULATION HOURS/DAYS**	
From	Through	Hours Per Pay In 12 Months	Elig. O/T	N/Elig. O/T
0	1 Year	3.07	10 Days	N/A N/A
2 Yrs	4 Years	3.69	12 Days	144/18.0 288/36.0
5 Yrs	9 Years	4.61	15 Days	180/22.5 360/45.0
10 Yrs	14 Years	5.53	18 Days	216/27.0 432/54.0
15 Yrs	19 Years	6.15	20 Days	240/30.0 480/60.0
20 Yrs	24 Years	6.76	22 Days	264/33.0 528/66.0
25 Yrs	Remainder of County Service	7.38	24 Days	288/36.0 576/72.0

*While the amounts earned per pay period do not appear to add up exactly to the amounts earned in a twelve month period, the computer which does the accumulating automatically corrects for this, once a year. See also Section 23.2.2 of this rule.

**The maximum accumulation for employees eligible for Overtime is based on one and one-half year's worth of Annual Leave earnings. The maximum accumulation for employees not eligible for overtime is based on 3 years worth of Annual Leave earnings. When the maximum accumulation of Annual Leave is reached, additional time spent in County service, while an employee's Annual Leave accumulation is at the maximum, will not earn annual leave, either for immediate or future use when the employee's accumulation is below the maximum.

REVISED 04/13/20

23-2

23.4 USE OF ANNUAL LEAVE

23.4.1 Annual Leave may be used only with the permission of an employee's department head. This provision shall apply to all other sections of this plan.

23.4.2 Annual Leave may be used at any time **after** it is earned, subject to item 23.4.1 above.

23.4.3 Annual Leave **may not be used before it is earned**.

23.4.4 Annual Leave may be used in any combination of days, subject to item 23.4.1 above.
23.4.5 Employees not eligible for overtime for whom Annual Leave has been placed in an Annual Leave Reserve Bank may draw from their reserve subject to item 23.4.1 above.
NOTE: At the time the maximum accumulation was applied to "non-overtime" employees, all banked Annual Leave days in excess of two times the annual earnings rate was placed in the Annual Leave Reserve. This allowed all “non-overtime” employees one more year to accumulate Annual Leave and schedule vacations before reaching the accumulation maximum.

23.5 EFFECT OF PERSONAL LEAVE AND SICK LEAVE RESERVE ON ANNUAL LEAVE

23.5.1 Employees utilizing Personal Leave or Sick Leave from their Sick Leave Reserve Bank shall continue to accumulate Annual Leave just as if they were on the job.

23.5.2 If an employee has reason to draw from his or her Sick Leave Reserve Bank during a period of Annual Leave usage and if such Sick Leave Reserve is used to cover an illness of the employee and this usage is documented by a physician's written statement to the department head's satisfaction, such time may be deducted from the employee's Sick Leave Reserve instead of from his or her Annual Leave Accumulation.

23.6 EFFECT OF SHORT TERM AND LONG TERM DISABILITY INCOME INSURANCE ON ANNUAL LEAVE

23.6.1 Employees receiving Short Term Disability Income Insurance payments shall continue to accumulate Annual Leave just as if they were on the job.

23.6.2 Employees receiving Long Term Disability Income Insurance payments who remain on the roll as a County employee shall not accumulate Annual Leave.

23.7 EFFECT OF DEATH LEAVE ON ANNUAL LEAVE

23.7.1 If an employee has reason to use Death Leave during a period of Annual Leave usage, and such Death Leave is documented to the department head's satisfaction, such time may be considered as Death Leave instead of deducted from the employee's Annual Leave accumulation. (See also, Rule 25, "Death Leave")
REVISED 04/13/20
23-3

23.8 EFFECT OF PAID LEGAL HOLIDAYS ON ANNUAL LEAVE

23.8.1 Legal Holidays, as defined in these rules, which are counted as days off with pay by the County, shall not be deducted from an employee's Annual Leave accumulation

when they fall during a period of Annual Leave usage.

23.9 EFFECTS OF LEAVES OF ABSENCE WITHOUT PAY ON ANNUAL LEAVE

23.9.1 Employees shall not accumulate Annual Leave while on Leaves of Absence Without Pay.

23.10 PAYMENT FOR UNUSED ACCUMULATED ANNUAL LEAVE ON SEPARATION FROM COUNTY SERVICE

23.10.1 Employees separated from County Service shall be paid at separation, for their unused accumulation of Annual Leave at the salary rate the employee is being paid on his or her final day of actual work.

23.10.1.1 This payment shall not be included in the computation of final average compensation (F.A.C.) for retirement benefit purposes for employees initially appointed to eligible County service (see rule 22) after December 31, 1977.

23.11 EFFECT OF TRANSFER OF AN EMPLOYEE FROM ONE DEPARTMENT TO ANOTHER WITHIN THE COUNTY SERVICE, ON ANNUAL LEAVE

23.11.1 An amount of money equal to the amount of unused Annual Leave time the employee has in their accumulation at the time of the transfer, paid at the rate the employee is being paid at the time of the transfer, shall be transferred from the salaries budget of the department the employee is transferring from, into the salaries budget of the department he or she is transferring to, if requested by the department head of the latter.

23.12 ANNUAL LEAVE BUY BACK

23.12.1 Each calendar year in March, the Human Resources Department will send notification to all Departments announcing the deadline and paycheck dates that full-time employees may request cash-out annual leave time under certain conditions. This date may change due to extenuating circumstances, following a letter of notification from the County Executive to the Board of Commissioners.

23.12.2 Eligible employees will complete a form with leave time verified and signed by their supervisor then turned into Payroll by the specified deadline.

23.12.3 Pay out of annual leave time will occur on the payout schedule identified in the announcement.
REVISED 04/13/20
23-4

23.12.4 Eligible employees must have a minimum of 60 hours in their annual leave bank at the time of the cash out payment. If the annual leave balance falls below the 60 hours at the time of payment, then the annual leave request to cash-out will be denied.

23.12.5 Employees will not be allowed to cash out annual leave to less than 40 hours balance in their annual leave bank.

23.12.6 A request for a minimum of 20 hours is required to cash out annual leave. Annual leave time will be cashed out in one hour increments up to a maximum of 40 hours.

23.12.7 Annual leave time cashed out is subject to all payroll income tax withholding requirements as well as any garnishment, wage assignment, levy, income withholding order requirements, employee benefit contributions and/or arrearages.

23.12.8 Annual leave cash out shall not be included in the final average compensation (FAC) for employees on the defined benefit plan and no additional contributions will be made to an employee's defined contribution plan by the County or the employee as a result of the payment.
REVISED 04/18/19
24-1

24. PERSONAL LEAVE

24.1 DEFINITION OF PERSONAL LEAVE

24.1.1 Personal Leave is an absence from work for which the employee is paid just as if he or she was at work. Personal Leave may be used for an employee's, or their family member's, mental or physical illness, injury, or health condition; medical diagnosis, care, or treatment, or preventative medical care; including that which results from domestic violence or sexual assault. Paid Personal Leave may also be used for other types of personal business, appointments, to supplement vacation, and to provide general work/life balance.

24.2 ELIGIBILITY FOR PERSONAL LEAVE

24.2.1 See Rule 22 - "Eligibility for Employee Benefits".

24.2.2 All employees eligible for Personal Leave will receive this benefit as detailed below.

24.2.2.1 Full-time eligible employees will be issued ten (10) Personal Leave days during the first full pay period of each calendar year "Days" are equal to 8-hour days or a total of 80 hours per year.

24.2.2.2 Part-time eligible employees will receive five (5) Personal Leave days during the first full pay period of each calendar year "Days" are equal to 8-hour days or a total of 40 hours per year.

24.2.2.2.1 Part-time non-eligible (PTNE) and seasonal / temporary employees will accrue paid sick time as required by and in compliance with the State of Michigan Earned Sick Time Act.

24.2.2.3 New employees will receive Personal leave days effective the first pay period following their hire date.

24.3 ACCUMULATION OF PERSONAL LEAVE

24.3.1 Employees may accumulate and carry forward up to a maximum of fifteen personal leave days, unless otherwise required by the State of Michigan Earned Sick Time Act (ESTA) or other applicable law. Regardless of accruals and carry-forward amounts, personal time use is limited to a total of fifteen days (120 hours) each calendar year. This 15-day use limit includes the 72 hours provided by ESTA.

24.3.2 Personal Leave days have no cash-in value.

24.4 USE OF PERSONAL LEAVE

24.4.1 Personal Leave may be used with the permission of the employee's department head or designee. The employer shall not require disclosure of details related to medical condition, domestic violence, or sexual assault which may give rise to the need to utilize personal leave as earned sick time.

If an employee's need to use personal time is foreseeable, advance notice is required. Requests made within 7 days of the date personal time is to begin will be approved.

24.4.3 Personal Leave may also be used without advance permission if the need for leave is not foreseeable.

24.4.3.1 For use of Personal Leave for more than 3 consecutive days, the department head or designee may contact Human Resources to assist in obtaining reasonable documentation affirming the time has been used for permissible purposes.

24.4.3.2 Employees unable to work their shift shall notify their department authority or designated representative as follows:

24.4.3.2.1 In departments operating 24 hours a day, seven days a week, no later than one hour before their normal work shift begins if directed to do so in writing by their department authority, or no later than one-half hour before their normal work shift begins if not directed otherwise by their department authority.

24.4.3.2.2 In departments where the department authority or designated representative is normally on duty to receive such calls, no later than one-half hour before their normal work shift begins.

24.4.3.2.3 In departments where the department authority or designated representative is not normally on duty prior to the beginning of the normal work shift,

as soon as possible after the beginning of their normally scheduled work shift or, in any case, no later than one-half hour after the work shift begins.

24.4.3.3 Personal Leave may not be used before it is credited to the Personal Leave Bank and no more time may be used than what is available in the Personal Leave Bank.

24.4.3.4 Personal Leave may be used in the smallest increment available through the payroll system used to account for absences.

24.5 EFFECT OF PERSONAL LEAVE ON ANNUAL LEAVE

24.5.1 Employees on Personal Leave shall continue to accumulate Annual Leave just as if they were on the job.

24.5.2 Legal Holidays which are counted as days off with pay by the County shall not be deducted from an employee's Personal Leave accumulation when they fall during a period of Personal Leave usage.

24.6 EFFECT OF RE-EMPLOYMENT ON PERSONAL LEAVE

24.6.1 Former employees who return to County Service within six (6) months of separation shall have previous accrued, unused Personal Leave reinstated.

24.6.2 Employees who leave the County Service to enter the Armed Forces of the United States under the provisions of the Selective Service Act, who are members of the Armed Forces and are called to active duty, or who enlist in the armed Forces during a declared national emergency shall, upon re-employment by the County, have available any unused Personal Leave previously earned; provided that such re-employment takes place within six months after discharge or release from active duty in the Armed Forces whichever is later.

24.7 EFFECT OF DEATH LEAVE ON PERSONAL LEAVE

24.7.1 Employees who are given permission to use Death Leave during the period of approved Personal Leave usage shall not have the time spent on Death Leave deducted from their Personal Leave accumulation.

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25. DEATH LEAVE

25.1 DEFINITION OF DEATH LEAVE

25.1.1 Death Leave is an absence from work, for not more than three consecutive working days, for which the employee is paid just as if at work, because the reason for the absence is the death of a member of the immediate family or household as described by the following provision of this plan.

25.1.2 The deceased must bear one of the following relationships to the employee. (Whether the relationship is natural, adoptive, step or foster in nature.)

Spouse Spouse's Grandparent

Child Brother-in-law
Parent Sister-in-law
Guardian Son-in-law
Grandparent Daughter-in-law
Brother Member of the employee's
Sister household which is in his or her
Grandchild residence at the time of
Spouse's Parent death

25.2 ELIGIBILITY FOR DEATH LEAVE USE

25.2.1 See Rule 22 - "Eligibility for Employee Benefits."

25.3 USE OF DEATH LEAVE

25.3.1 Death Leave may be used only with the permission of the employee's department head.

25.3.2 Permission to use Death Leave must be secured before the Death Leave is used. Employees must submit their request for Death Leave usage on the "Request for Approval of Death Leave" forms. These forms will then be forwarded to the Human Resources Department.

25.3.3 In the event of the death of the employee's spouse, child, parent, brother or sister, the employee shall be granted three consecutive working days Death Leave.

25.3.4 The length of Death Leave for relatives other than those listed in 25.3.3 above shall be at the discretion of the employee's department head, depending on the relationship of the employee to the deceased and the geographical location of the funeral, but in no case shall leave for one death be longer than three consecutive working days.
NOTE: These changes shall apply to all non-union employees and to those union employees whose collective bargaining agreement provides for these benefit changes.
25-2

25.4 EFFECT OF DEATH LEAVE ON SICK LEAVE AND ANNUAL LEAVE ACCUMULATIONS

25.4.1 Time taken off with pay as Death Leave shall not be deducted form either the employee's Annual Leave Accumulation or Sick Leave Accumulation.
REVISED 02/24/23
26-1
26. LEGAL HOLIDAYS
26.1 DEFINITION

26.1.1 The following holidays are recognized as holidays by the County of Oakland.

New Year's Day	- January 1
Martin Luther King's Day	- The third Monday in January
President's Day	- The third Monday in February
Memorial Day	- The last Monday in May
Juneteenth	- June 19
Independence Day	- July 4
Labor Day	- The first Monday in September
Election Day	**-** The Tuesday following the first Monday in November in even years, this includes national, state and local government representatives at all levels up to the governor and president.
Veterans' Day	- November 11
Thanksgiving Day	- The fourth Thursday in November
Friday after Thanksgiving	
Christmas Eve Day	- December 24
Christmas Day	- December 25
New Year's Eve Day	- December 31

26.1.2 In addition to the above holidays, full-time County employees will receive one “Floating Holiday” each calendar year. Full-time on-site (non-hybrid) employees will receive an additional Floating Holiday (two 8-hour days in total) each calendar year.

Floating Holiday time is awarded and available for use at the beginning of each calendar year. For new hires, it is awarded upon hire. Floating Holiday time is use/lose and does not carry over. Floating Holiday time has no monetary value and cannot be cashed in at any time.

A Floating Holiday is equivalent to an 8-hour workday. Departments may set different requirements for use of floating holiday time depending on operational needs. The department head or designee(s) shall be responsible for considering the best interest of the department and County service when approving the use of Floating Holiday time.

When using the Floating Holiday time, employees shall be paid at their regular rate. There shall be no holiday premium pay for this day. Use of floating holiday time shall not be counted as hours worked for purposes of calculating overtime.

26.1.2.1 Employees who work remotely any portion of their schedule are required to submit a hybrid schedule in the Workday system and are considered hybrid employees. Hybrid employees are not eligible for the additional floating holiday.

26.1.2.2 A hybrid employee who misrepresents their schedule to receive on-site benefits, such as the additional floating holiday, will be subject to disciplinary action and will be required to forfeit any benefits/time gained through the misrepresentation of their on-site/hybrid status.

26.1.2.3 If a hybrid employee loses their eligibility to work hybrid due to performance or operational needs, or due to a change in position, and that change exceeds four (4) consecutive months, the employee will receive the additional floating holiday for on-site employees on a prorated basis.

26.1.2.4 If an employee experiences a qualifying life event that requires they change from on-site to hybrid, or vice versa, the additional floating holiday time will be prorated and either awarded (if changing from hybrid to on-site) or adjusted (if changing from on-site to hybrid.) If there is insufficient floating holiday time remaining to offset the change in status, the time will be adjusted from a leave bank of the employee's choosing. For purposes of this section, a qualifying life event is one which triggers eligibility to make benefit changes outside of the open enrollment period.

26.1.2.5 The department head or designee(s) shall be responsible for periodically reviewing and validating on-site and hybrid work status reports, and annually certifying accuracy and guard against misuse.

The remaining Section of this rule shall not apply to the Floating Holiday provision.

26.1.3 County Clerk Elections Division employees who are required to work on Election Day, will not recognize this day as a holiday. County Clerk Elections Division employees will receive one (1) additional Floating Holiday to compensate for working on the Election Day holiday in the subsequent year following an Election Day holiday. This day will be used in the same manner as the Floating Holiday in 26.1.2.

26.2 HOLIDAYS FALLING ON SUNDAY

26.2.1 Whenever New Year's Day, Independence Day, Veterans' Day, or Christmas Day falls on Sunday, the following Monday shall be a Holiday.

26.2.2 Whenever Christmas Eve or New Year's Eve falls on Sunday, the preceding Friday shall be a holiday.

26.3 HOLIDAYS FALLING ON SATURDAY

26.3.1 Whenever Independence Day, Veterans' Day, Christmas Eve Day or New Year's Eve Day falls on Saturday, the preceding Friday shall be a Holiday.

26.3.2 Whenever Christmas Day or New Year's Day falls on Saturday, the following Monday shall be a Holiday.

26.4 HOLIDAYS OFFICIALLY CELEBRATED ON MONDAY

26.4.1 Whenever one of the designated Holidays is celebrated on Monday, in compliance with Act 12 of the Public Acts of 1969, that Monday shall be considered as the Official Holiday for the purpose of these regulations.

26.5 EFFECT OF LEGAL HOLIDAYS

26.5.1 All County departments and institutions shall be closed on these designated Holidays except those departments and institutions which must stay open to provide continuous round-the-clock service.

26.5.2 County employees eligible for employee benefits under Rule 22 shall be granted time off with pay except as otherwise indicated in the provisions of this rule.

26.5.3 In those County departments and institutions which provide 24 hour, 7 days a week service, those employees on seven-day scheduling shall be designated eligible for holiday compensation on the actual holiday rather than the County celebrated holiday.

26.5.3.1 In those instances when New Year's Eve Day, New Year's Day, Independence Day, Veteran's Day, Christmas Eve Day, or Christmas Day falls on Saturday or Sunday these designated employees shall be compensated for the actual day on which the holiday falls. (Section 26.2 and Section 26.3 of this Rule shall not affect these designated employees.)

26.5.3.2 Under no circumstances shall an employee be eligible to receive holiday pay for both the County celebrated holiday and the actual holiday when the two do not coincide.

26.5.3.3 This shall apply to employees in positions assigned to workstations providing weekend service and excluding employees normally assigned to a Monday through Friday work schedule.

26.6 METHODS OF COMPENSATION FOR LEGAL HOLIDAYS

26.6.1 The following provisions apply only to those employees both eligible for employee benefits under Rule 22 and eligible for overtime under Rule 2, Section 2.10.2.

26.6.2 Eligible, but less-than-full-time employees shall be compensated for Legal Holidays in the same manner as full-time employees, except:

26.6.2.1 The compensation for those who actually worked the Holiday in question but who worked less than a full shift, shall be based on the hours actually worked.

26.6.2.2 The compensation for those who did not work the Holiday in question shall be based on their pro-ration for employee benefits of the previous pay period. (The ratio between the hours actually worked in the previous pay period and a full eighty hour pay period.)

26.6.3 Situations

26.6.3.1 Employees normally scheduled to work on the day in question, but who do not because they have been granted the day off with pay because it is a Legal Holiday:

26.6.3.1.1 Shall be paid at their regular rate for the day, just as if they had worked.

26.6.3.2 Employees whose normal scheduled day off falls on the day in question, because of the assigned shift, and who do not work the day shall be granted an extra day's pay at the employee's regular rate.

26.6.3.3 Employees normally scheduled to work the day in question, but who would get it off with pay because it is a Legal Holiday, but who are assigned to work the day in spite of it being a Legal Holiday:

26.6.3.3.1 For the Legal Holiday the employee shall be granted:

- A day's pay at the employee's regular rate.

26.6.3.3.2 In addition, for the time actually worked on the Legal Holiday, the employee shall be granted time and one-half in pay.

26.6.3.4 Employees whose normal day off falls on the day in question because of the assigned shift, but who are assigned to and work the day in spite of it being a normal day off and Legal Holiday:

26.6.3.4.1 For the Legal Holiday, the employee shall be granted a day and one half in pay.

26.6.3.4.2 In addition, for the time actually worked on the Legal Holiday, the employee shall be granted time and one-half in pay.

26.7 EFFECTS OF LEGAL HOLIDAYS ON OTHER EMPLOYEE BENEFITS

26.7.1 Effect of Legal Holidays on Sick Leave Reserve

26.7.1.1 Legal Holidays falling within a period when an employee is on Sick Leave Reserve shall be counted as the Legal Holiday off and shall not be deducted from the employee's Sick Leave Reserve accumulation.

26.7.2 Effect of Legal Holidays on Annual Leave

26.7.2.1 Legal Holidays falling within a period when an employee is on Annual Leave, shall be counted as the Legal Holiday off and shall not be deducted from the employee's Annual Leave Accumulation.

26.7.3 Effect of Legal Holidays on Personal Leave

26.7.3.1 Legal Holidays falling within a period when an employee is on Personal Leave shall be counted as the Legal Holiday off and shall not be deducted from the employee's Personal Leave accumulation.

26.7.4 Effect of Legal Holidays on Leave of Absence

26.7.4.1 Employees on Leave of Absence Without Pay shall not receive Legal Holidays off with pay and shall not accumulate equivalent time off with pay for such Legal Holidays. An employee shall not receive pay for the Legal Holiday if they are on Leave of Absence Without Pay the day before the Legal Holiday and/or the day after the Legal Holiday.

OAKLAND COUNTY MICHIGAN
BOARD OF COMMISSIONERS

September 9, 2025

COMMITTEE REPORT TO BOARD
RESOLUTION #2025-5702

Report Fiscal Year 2026 Salary Recommendations for Non-Represented Employees
Sponsored By:
Brendan Johnson, Commissioner

Chair, the Legislative Affairs & Government Operations Committee recommends the following Board action:

approve the recommended 4.0% general salary increase for all non-represented employees to be effective September 20, 2025; further, to approve the following classification changes to be implemented upon the adoption of the FY 2026/2028 General Appropriations Act:

Create the following new classifications within the Salary Administration Plan:

Classification	Salary Plan	FLSA Status
Executive Financial Coordinator	UNI/122	Non-Exempt
Manager Public Communications	UNI/128	Exempt
Assistant Chief WRC Asset Management	UNI/125	Exempt
WRC Operations Superintendent	UNI/124	Exempt
Deputy Director Facilities Management	APP/335	Exempt
Deputy Director Public Services	APP/335	Exempt

Delete the following unused classification within the Salary Administration Plan:

Classification	Job Code	Salary Plan
CLEMIS Administrator	J002084	HRL/127

Chair, I recommend the adoption of the foregoing Board action.

COMMITTEE TRACKING
2025-09-09 Legislative Affairs & Government Operations - Forward to Finance
2025-09-10 Finance - Recommend to Board
2025-09-18 Full Board

Motioned by: Commissioner Marcia Gershenson
Seconded by: Commissioner Penny Luebs

Yes: Ann Erickson Gault, Marcia Gershenson, Robert Hoffman, Karen Joliat, Penny Luebs, Linnie Taylor, David Woodward (7)
No: None (0)
Abstain: None (0)
Absent: Brendan Johnson (1)
Passed

ATTACHMENTS

1. FY2026 4% GSI Recommend Report & Memo
2. 10 Year History of Increases Received

TO: Legislative Affairs and Government Operations Committee
FROM: Heather Mason, Manager Human Resources
DATE: September 9, 2025
RE: **Fiscal Year 2026 Salary Recommendations for Non-Represented Employees**

The County Executive's budget recommendation proposes a 4% general salary increase for all non-represented employees, including appointed officials, part-time and hourly classes, students, and summer and seasonal classes, to be effective September 20, 2025.

The County Executive's budget recommendation does not include the following:

- County Commissioners
  - The Board of Commissioners adopted that the compensation of county commissioners shall increase annually at a rate equal to the Inflation Rate Multiplier (IRM) as adopted by the Michigan State Tax Commission for years 2026, 2027, and 2028 under MR #2024-4405.

- Judges of the Circuit, District and Probate courts
  - These positions are at the maximum allowed by statute.

- County Clerk/Register of Deeds, County Executive, County Treasurer, Prosecuting Attorney, Sheriff, or Water Resources Commissioner
  - It is appropriate at this time that the Legislative Affairs and Government Operations Committee makes a salary recommendation for these classifications. A separate item will be presented to the Committee.

- Oakland County Road Commission Members

On the following pages is information on the classification changes that will be implemented upon adoption of the FY2026-2028 General Appropriations Act, the historical general salary increases approved by the Board of Commissioners for all groups referenced above, and details on general salary increases established by collective bargaining.

If you have questions regarding the materials in this package or have requests for additional information, please contact me at masonh@oakgov.com or 248-858-2581.

FY2026 Budget Recommendation Classification Changes

1. Create the following new classifications within the Salary Administration Plan:

Classification	Salary Plan	FLSA Status
Executive Financial Coordinator	UNI/122	Non-Exempt
Manager Public Communications	UNI/128	Exempt
Assistant Chief WRC Asset Management	UNI/125	Exempt
WRC Operations Superintendent	UNI/124	Exempt
Deputy Director Facilities Management	APP/335	Exempt
Deputy Director Public Services	APP/335	Exempt

2. Delete the following unused classifications within the Salary Administration Plan:

Classification	Job Code	Salary Plan
CLEMIS Administrator	J002084	HRL/127

10 Year History of Adopted General Salary Increases

Fiscal Year	County Commissioners	Countywide Elected Officials	General Non-Represented
2017	2.0	2.0	2.0
2018	3.0	3.0	3.0
2019	2.0	2.0	2.0
2020	2.0	2.0	2.0
2021	0.0	0.0	0.0 [a]
2022	0.0	0.0	1.5
2023	5.0	5.0	5.0
2024	3.0	3.0	3.0
2025	22.0	6.0-8.0	2.4
2026	[b]	[d]	4.0 [c]

[a] *Oakland County implemented the new salary grade structure (Compensation & Classification Study).*

[b] *MR #24103 set Commissioner salaries for 2026-2028 equal to Inflation Rate Multiplier (IRM) set by MI State Tax Commission.*

[c] *County Executive Recommended General Salary Increase*

[d] *To be set by the Board of Commissioners for 2026.*

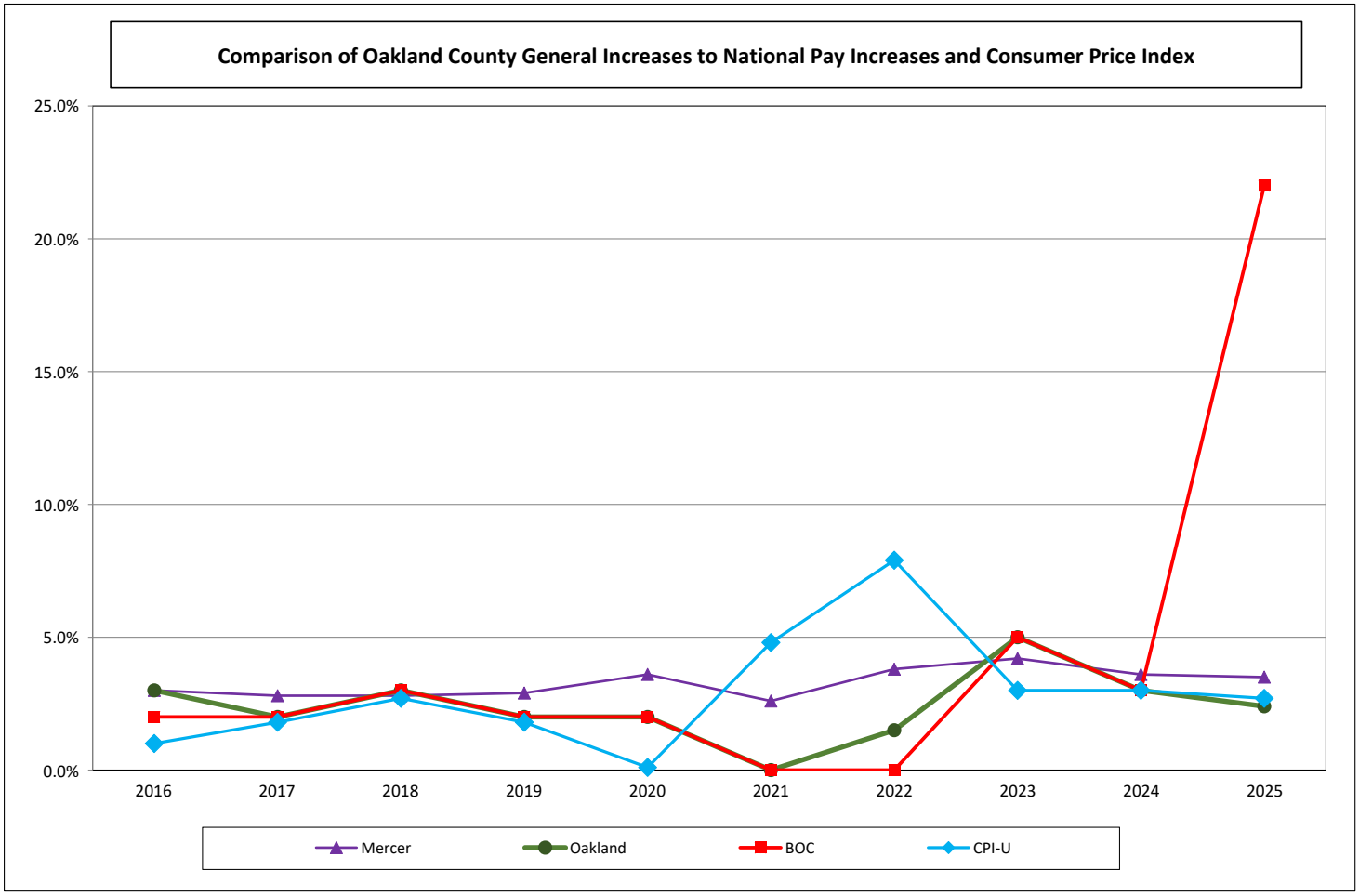
Fiscal Year 2019 - 2026 Salary Increases Received by Collective Bargaining Agreement

Union	BU #	Dept	FY19	FY20	FY21	FY22	FY23	FY24	FY25	FY26	FY27	FY28
Non-Represented			*2.0%*	*2.0%*	*0%* *1% equity*	*1.5%*	*5.0%*	*3.0%*	*2.4%*	*4.0%*	*tbd*	*tbd*
AFSCME	21	Circuit Court	2.0%	2.0%	1% 1% equity	2.0%	5.0%	3.0%	2.4%	open	open	open
COA	15	Sheriff's Office Command	2.0%	2.0%	2.0%	7.0%	5.0%	3.0%	3.0%	open	open	open
IBEW	11	Animal Control	2.0%	2.0%	1.0%	4.0%	3.0%	3.0%	2.4%	open	open	open
	18	Sheriff's Office Clerical										
	20	FM&O Non-Supv										
	23	Emerg Mgmt/Homeland Sec										
	24	FM&O Trades										
	50	Parks & Rec Trades										
	55	WRC Trades										
MAPE	22	Children's Village Non-Supv	2.0%	2.0%	1% 1% equity	4.0%	5.0%	3.0%	2.4%	open	open	open
	30	Children's Village Supv										
MNA	48	Health Division	2.0%	2.0%	1% 1% equity	1.5%	5.0%	3.0%	2.4%	open	open	open
OCDSA	09	Sheriff's Office Corrections	2.0%	2.0%	2.0%	5.0%	4.0%	3.0%	2.4%	4.0%	open	open
	10	Sheriff's Office Road										
OE Local	25	FM&O Heating Plant	*n/a*	*n/a*	*n/a*	1.5%	5.0%	3.0%	2.4%	open	open	open
Prosecutor Investigators	42	Prosecuting Attorney	2.0%	2.0%	1.0%	1.0%	5.0%	3.0%	open	open	open	open
UAW	59	Clerk/Register Non-Supv	*n/a*	*n/a*	1% 1% equity	1.5%	5.0%	3.0%	3.0%	5.0%	3.75%	3.75%
	60	Clerk/Register Supv										
	61	FM&O Non-Supv										
	62	FM&O Supv										
	64	WRC Supervisory by class										
	66	Homeland Security Supv										
	67	Homeland Sec Non-Supv										
	68	Management & Budget Supv										
	69	Management & Budget Non-Supv										
	70	Human Resources Supv										
	71	Human Resources Non-Supv										
	72	Corp Counsel & Risk Mgmt Supv										
	73	Corp Counsel & Risk Mgmt Non-Supv										
	74	Board of Commissioners Supv										
	75	Board of Commissioners Non-Supv										
	78	Sheriff's Office Supv by class										
	79	Sheriff's Non-Supv by class										
	80	Probate Court Supv										
	81	Probate Court Non-Supv										
	84	Public Services Supv										

UAW (cont.)	86 Health & Human Svcs Supv 87 Health & Human Svcs Non-Supv 88 Public Communications Supv 89 Public Communications Non-Supv 90 Economic Development Supv 91 Economic Development Non-Supv 92 Circuit Court Supv 93 Circuit Court Non-Supv 95 WRC Construction Insp Non-Supv	*n/a*	*n/a*	1% 1% equity	1.5%	5.0%	3.0%	3.0%	5.0%	3.75%	3.75%

1% Equity indicates the one-time lump sum payment equal to 1% of annual salary, approved via MR #20243.

Ten Year Trend



Year	Mercer	Oakland	BOC	CPI-U
2016	3.0%	3.0%	2.0%	1.0%
2017	2.8%	2.0%	2.0%	1.8%
2018	2.8%	3.0%	3.0%	2.7%
2019	2.9%	2.0%	2.0%	1.8%
2020	3.6%	2.0%	2.0%	0.1%
2021	2.6%	0.0%	0.0%	4.8%
2022	3.8%	1.5%	0.0%	7.9%
2023	4.2%	5.0%	5.0%	3.0%
2024	3.6%	3.0%	3.0%	3.0%
2025	3.5%	2.4%	22.0%	2.7%

Pay Increases (Source: Mercer Compensation Planning Survey.)
Oakland County Non-Represented General Salary Increases
CPI-U U.S. City Average (June)

OAKLAND COUNTY MICHIGAN
BOARD OF COMMISSIONERS

AGENDA ITEM: Grant from Parks and Recreation to the City of Rochester for $700,000 to Support the Repair and Restoration of the Clinton River Trail
DEPARTMENT: Parks & Recreation
MEETING: Legislative Affairs & Government Operations Committee
DATE: Tuesday, September 9, 2025 9:00 AM - Click to View Agenda

ITEM SUMMARY SHEET

COMMITTEE REPORT TO BOARD

Resolution #2025-5616
Motion to approve the Park Development Agreement between Oakland County and the City of Rochester with a Partnership Grant in the amount of $700,000 to the city of Rochester to support the repair and restoration of the Clinton River Trail in Rochester; further, authorize the Chair of the Board of Commissioners to execute the agreement; further, amend the FY 2025 budget as detailed in the attached Schedule A - Budget Amendment.

ITEM CATEGORY	SPONSORED BY
Grant	Brendan Johnson

INTRODUCTION AND BACKGROUND

The City of Rochester and Oakland County Economic Development approached OCPR regarding the feasibility of providing grant funding for the remediation of two significant areas of washout, one of which has effectively closed the Clinton River Trail north of Bloomer Park. The City has requested a grant of $700,000 from OCPR that will be matched by $3,000,000 from multiple sources, including the Ralph C. Wilson, Jr. Foundation, City of Rochester, Community Foundation of Southeast Michigan and donations raised by the Friends of the Clinton River Trail.

The project aligns well with OCPR's core value of promoting health and wellness and is located in an area where we have a limited presence. The Clinton River Trail serves as a significant regional recreation and non-motorized transportation corridor in Oakland County and is used by thousands of residents on a regular basis. This grant will close the current funding gap and allow Rochester to proceed with two trail repair projects to both get the trail reopened and prevent such infrastructure failures from happening again in the future. The Clinton River Trail restoration project is a key element within a larger effort under development by OCPR to collaboratively create a conservation area focused on the Clinton River and to expand OCPR services in this area of the county. This item was approved by the Parks and Recreation Commission at its August 6th meeting.

POLICY ANALYSIS

In July 2024, the Clinton River Trail experienced two major washouts due to stormwater pressure and river erosion.

- **Washout #1** occurred when the trail, acting as an unintended dam, allowed stormwater to accumulate north of the trail. After receiving 3.78 inches of rain over three weeks, nearly half

of it in the final week, the pressure caused the embankment to fail. This resulted in a catastrophic washout approximately 120 feet long, 30 feet wide, and 12 feet deep, releasing nearly one million gallons of water and soil into the Clinton River, as detected downstream.
- **Washout #2** is the result of ongoing erosion caused by the Clinton River's rapid rises and falls in water levels after rain events. These fluctuating flows have undercut the riverbank, leading to the gradual failure of the retaining wall and trail surface.

In response to both failures, the City of Rochester has been working with engineering firm AEW and key stakeholders to evaluate restoration options and consider strategies to minimize trail closure time.

This request is to approve an agreement between the County of Oakland and the City of Rochester to provide funding in the amount of $700,000 to the City of Rochester for the Clinton River Trail Washout Remediation Project, which is detailed in the attached Exhibit A.

NOTE: The Oakland County Parks and Recreation Commission approved this agreement unanimously at the August 6, 2025 meeting.

FISCAL IMPACT: Budget Amendment Attached

Committee members can contact Pam Worthington, Analyst at 248.613.8325 or worthingtonp@oakgov.com or the department contact persons listed for additional information.

CONTACT

Chris Ward, Director Parks & Recreation

ITEM REVIEW TRACKING

Melissa Prowse, Parks & Recreation	Created/Initiated - 7/30/2025
Melissa Prowse, Parks & Recreation	Approved - 7/30/2025
Chris Ward, Parks & Recreation	Approved - 7/30/2025
Pamela Worthington, Board of Commissioners	Approved - 7/30/2025
Kevin Syoen, Fiscal Services	Approved - 7/30/2025
Diana McBroom, Risk Management	Approved - 7/30/2025
Solon Phillips, Corporation Counsel	Approved - 7/31/2025
Sheryl Johnson, Fiscal Services	Approved - 9/1/2025
Pamela Worthington, Board of Commissioners	Approved - 9/2/2025
Brendan Johnson, Board of Commissioners	Final Approval - 9/8/2025

AGENDA DEADLINE: 08/26/2025 4:30 PM

ATTACHMENTS

1. Schedule A - Budget Amendment
2. 6.1.a - Partnership Grant Agreement Rochester CRT Updated
3. 6.1.b - Exhibit A Rochester CRT Washout Remediation

COMMITTEE TRACKING

2025-09-09 Legislative Affairs & Government Operations - Forward to Finance
2025-09-10 Finance - Waived by Finance Committee Chair
2025-09-18 Full Board

Motioned by: Commissioner Robert Hoffman
Seconded by: Commissioner Penny Luebs

Yes: Ann Erickson Gault, Marcia Gershenson, Robert Hoffman, Karen Joliat, Penny Luebs, Linnie Taylor (6)
No: David Woodward (1)
Abstain: None (0)
Absent: Brendan Johnson (1)
Passed

Oakland County, Michigan

Oakland County Parks and Recreation

City of Rochester for $700,000 to Support the Repair and Restoration of the Clinton River Trail

Schedule "A" DETAIL

R/E	Fund Name	Division Name	Fund # (FND)	Cost Center (CCN) #	Account # (RC/SC)	Program # (PRG)	Grant ID (GRN) #	Project ID # (PROJ)	Region (REG)	Budget Fund Affiliate (BFA)	Ledger Account Summary	Account Title	FY 2025 Amendment	FY 2026 Amendment	FY 2027 Amendment
E	Parks and Recreation	PR Planned Use of Balance	FND50800	CCN5060666	SC796500	PRG160666					796500	Budgeted Equity Adjustments	$ (700,000)	$ -	$ -
E	Parks and Recreation	PR Planned Use of Balance	FND50800	CCN5060666	SC762011	PRG160000					762011	Transfer to Municipalities	$ 700,000	$ -	$ -
												Total Expenditures	$ -	$ -	$ -

COUNTY OF OAKLAND—PARK DEVELOPMENT AGREEMENT
CITY OF ROCHESTER – CLINTON RIVER TRAIL WASHOUT REMEDIATION

This Agreement is between the County of Oakland, by and through, its statutory agent, the Oakland County Parks and Recreation Commission ("OCPRC") and the City of Rochester, 400 Sixth St., Rochester, MI 48307 ("Grantee").

The purpose of this Agreement is to provide funding to Grantee in exchange for the work to be performed by Grantee for the below named project. The Parties agree to the terms and conditions set forth in this Agreement.

Project Title ("Project"): Clinton River Trail Washout Remediation
Project Number: 25-01
Grant Amount ("Grant Amount"): Seven Hundred Thousand Dollars **($700,000)**
Grantee Match Amount ("Match Amount"): Three Million Dollars **($3,000,000)**
Total Project Amount: Three Million Seven Hundred Thousand Dollars **($3,700,000)**
Start Date: Effective Date—the date the last Party to this Agreement signs the Agreement
End Date: Three years after the date the last Party to this Agreement signs the Agreement

By signing this Agreement, the below individuals certify they are authorized to sign this Agreement on behalf of their organizations and the Parties will fulfill the terms of this Agreement, including any attached Exhibits.

Grantee:

_____

Name: Nik Banda, City Manager Date
City of Rochester

County of Oakland:

_____

Name: David T. Woodward, Chairperson Date
Oakland County Board of Commissioners

Oakland County Parks and Recreation Commission:

_____

Name: Ebony Bagley, Chairperson Date
Oakland County Parks and Recreation Commission

1. **Agreement Execution.** Grantee is required to sign the Agreement and return it to the contact person listed in Section 2 within sixty (60) calendar days of the date the Agreement is issued to Grantee. If not, the OCPRC Chairperson may cancel this Agreement and the monies allocated under this Agreement may be issued to another entity, in the County's sole discretion. This Agreement is not effective until both Parties sign the Agreement. The "Effective Date" shall be the date the last Party signs the Agreement.
2. **Contact Information.** This Agreement shall be administered on behalf of the County by the Planning Unit of the OCPRC. All notices, reports, documents, requests, actions, or other communications required between the OCPRC and Grantee shall be in writing and submitted to the contacts identified below. By written notice, the Parties may designate a different contact with correlating information.

   2.1. Grantee Contact

   2.1.1. Organization: City of Rochester
   2.1.2. Name/Title: Nik Banda, City Manager
   2.1.3. Address: 400 Sixth St., Rochester, MI 48307
   2.1.4. Telephone Number: 248-733-3700
   2.1.5. E-Mail Address: nbanda@madison-heights.org

   2.2. OCPRC Contact

   2.2.1. Name/Title: Donna Folland, Chief of Planning, Oakland County Parks
   2.2.2. Address: 2800 Watkins Lake Road, Waterford, MI 48328
   2.2.3. Telephone Number: 248-736-9087
   2.2.4. E-Mail Address: follandd@oakgov.com
3. **Project/Project Period.**

   3.1. Grantee shall complete the Project as set forth and described in Exhibit A within the Project Period. Exhibit A is incorporated into this Agreement.
   3.2. As defined in this Agreement, "Project Period" means the period of time beginning on the Effective Date and ending on the End Date listed on page 1 of this Agreement.
   3.3. Grantee shall complete the Project within the Project Period. Requests to extend the Project Period must be made in writing a minimum of thirty (30) calendar days before the Project Period ends. OCPRC may extend the Project Period, in its sole discretion, and the extension must be codified in an amendment to this Agreement.
4. **Grantee Reporting Requirements:**

   4.1. Grantee shall complete and submit bi-annual progress reports, including a narrative report and summary of Project expenditures, in accordance with instructions provided by OCPRC.
   4.2. Within sixty (60) days of Project completion, Grantee shall submit final reporting documentation, including a final reimbursement request and narrative report, and copies of written materials and/or photographs of grant recognition signs in accordance with the instructions provided by OCPRC.
5. **Payments/Advances/Project Closeout.** The OCPRC shall make payments of the Grant Amount to Grantee as follows:

5.1. OCPRC shall pay the Grantee fifty percent (50%) of the Grant Amount listed on page 1 of this Agreement within thirty (30) calendar days of the Effective Date. The remaining fifty percent (50%) of the Grant Amount shall be paid by Oakland County within thirty (30) calendar days of the date the Project is complete in accordance with Section 4. Any cost overruns incurred to complete the Project shall be the sole responsibility of the Grantee. To be eligible for payment, Grantee must submit a complete payment request to OCPRC on form(s) provided by OCPRC and have satisfied all progress reporting requirements due prior to the date of the payment request

5.2. Grantee shall submit documentation of all costs incurred, including the value of match and donations made to the Project.

5.3. OCPRC reserves the right to request additional information necessary to substantiate payments.

5.4. Grantee shall be a registered vendor with the County of Oakland to receive payments. Registration can be accomplished by completing a vendor registration through the Oakland County Vendor Registration link on the County Web site. All grant funds will be paid by ACH or Check.

5.5. OCPRC shall not pay any portion of the Grant Amount to a Grantee contractor or subcontractors. Grant Amounts shall only be paid to Grantee.

5.6. OCPRC shall hold back ten percent (10%) of the Grant Amount until Project Closeout set forth in this Section. Final payment of the remaining ten percent (10%) of the Grant Amount will be released upon OCPRC's approval of Grantee's Final Report and satisfactory Project completion as determined by OCPRC, in its sole discretion.

5.7. A determination of Project completion, which may include a site inspection and an audit, shall be made by OCPRC after Grantee has met any match obligations, satisfactorily completed the activities, and provided products and deliverables described in Exhibit A.

5.8. Grantee shall immediately refund to OCPRC any payments in excess of the costs allowed by this Agreement.

5.9. Upon issuance of final payment from the OCPRC, Grantee releases the County, OCPRC, and its employee and officers of all claims against the County/OCPRC arising under this Agreement. Unless otherwise provided in this Agreement or by State law, final payment under this Agreement shall not constitute a waiver of the County's claims against Grantee.

6. **Grantee Assurances/Responsibilities.**

6.1. Grantee shall comply with all applicable local, State, and federal laws, rules, ordinances, and regulations in the performance of this Agreement.

6.2. Grantee shall obtain all necessary permits and licenses for construction and maintenance of the Project. Grantee shall solely determine what permits or licenses are required for the Project, secure the needed permits or licenses, and remain in compliance with such permits or licenses. Grantee shall retain a copy of all permits or licenses and make them available to the County upon request.

6.3. Grantee shall have control of the Project area through fee simple title, lease, or other recorded interest, or have written permission from the owner of the Project area to complete Project activities.

6.4. Grantee shall abide by all State and federal threatened and endangered species

regulations when completing Project activities.

6.5. Grantee shall not discriminate against an employee or an applicant for employment in hiring, any terms and conditions of employment or matters related to employment regardless of race, color, religion, sex, sexual orientation, gender identity or expression, national origin, age, genetic information, height, weight, disability, veteran status, familial status, marital status or any other reason, that is unrelated to the person's ability to perform the duties of a particular job or position, in accordance with applicable federal and state laws. Grantee further agrees that any subcontract shall contain non-discrimination provisions, which are not less stringent than this provision and binding upon any and all subcontractors. A breach of this covenant shall be regarded as a material breach of this Agreement.

6.6. Grantee shall require that no individual be denied access to the Project or Project activities on the basis of race, color, religion, sex, sexual orientation, gender identity or expression, national origin, age, genetic information, height, weight, disability, veteran status, familial status, or marital status.

6.7. Grantee is solely responsible for all activities performed under this Agreement and for the construction and maintenance of the Project. Grantee shall be the sole point of contact regarding contractual matters for the Project, including payment of any and all charges resulting from the Project.

6.8. Grantee shall require all contractors and subcontractors constructing or performing the Project to comply with this Agreement.

6.9. Grantee shall ensure all contractors and subcontractors constructing and performing the Project are qualified to perform such work.

6.10. Grantee shall be solely responsible for the installation, operation, repair, and maintenance of the Project.

6.11. All records related to the Project must be maintained for a minimum of seven (7) years after the final payment has been issued to Grantee by the County.

7. **Liability.**

7.1. The County/OCPRC is not liable or required to install, operate, repair, maintain, or contribute to the installation, operation, repair, or maintenance of the Project and any associated Project activities.

7.2. Grantee shall defend any Claim brought against either Party that involves the Project or associated Project activities or that involves title, ownership, or other specific rights of real property controlled by Grantee and relates to the Project.

7.3. Grantee is responsible for all Claims arising under or in any manner related to the Agreement, the activities authorized by the Agreement, or the use and occupancy of the Project.

7.4. As used in this Agreement, “Claims” mean any alleged losses, claims, complaints, demands for relief or damages, lawsuits, causes of action, proceedings, judgments, deficiencies, liabilities, penalties, litigation, costs, and expenses, including, but not limited to, reimbursement for reasonable attorney fees, witness fees, court costs, investigation expenses, litigation expenses, amounts paid in settlement, and/or other amounts or liabilities of any kind which are incurred by or asserted against a Party, or for which a Party may become legally and/or contractually obligated to pay or defend against, whether direct, indirect or consequential, whether based upon any alleged

violation of the federal or the state constitution, any federal or state statute, rule, regulation, or any alleged violation of federal or state common law, whether commenced or threatened.

7.5. Performance of this Agreement is a governmental function. This Agreement does not, and is not intended to, impair, divest, delegate, or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty, or immunity of the Parties. Nothing in this Agreement shall be construed as a waiver of governmental immunity.

8. **Insurance.** The Grantee shall acquire and maintain insurance or a program of self-insurance, which Grantee deems necessary, to protect it from liability related to construction and/or operation of the Project. The County/OCPRC shall not obtain any insurance or provide any self-insurance for construction and/or operation of the Project.
9. **Audit and Access to Records.** OCPRC reserves the right to conduct programmatic and financial audits of the Project and may withhold payment until the audit is satisfactorily completed. Grantee shall maintain all pertinent records and evidence pertaining to this Agreement, including grant and any required matching funds, in accordance with generally accepted accounting principles and other procedures specified by OCPRC. OCPRC or any of its duly authorized representatives must have access, upon reasonable notice, to such books, records, documents, and other evidence for the purpose of inspection, audit, and copying. Grantee shall provide proper facilities for such access and inspection. All records must be maintained for a minimum of seven (7) years after the final payment has been issued to Grantee by OCPRC.
10. **Assignability.** Grantee shall not assign or transfer any interest in this Agreement without prior written authorization of OCPRC.
11. **Changes.** Any changes to this Agreement requested by Grantee shall be made in writing and sent to the contact listed in Section 2 of this Agreement. OCPRC may approve or deny such change, in its sole discretion. Any changes related to the grant amount, or any other financial component of this Agreement, will require an amendment to be executed in the same manner as this Agreement. Any changes not related to the grant amount, including modifications to project scope or deadline extensions, can be made by amendment at the discretion of and signed by the OCPRC Chairperson.
12. **Termination.**

12.1. Failure by Grantee to comply with any provision of this Agreement shall be a material breach of this Agreement. Upon breach of the Agreement by Grantee, OCPRC may, in addition to any other remedy provided by law:

12.1.1. Terminate this Agreement;

12.1.2. Withhold and/or cancel future payments to Grantee on any or all current grant projects until the violation is resolved to the satisfaction of OCPRC;

12.1.3. Withhold action on all pending and future grant applications submitted by Grantee; or

12.1.4. Require specific performance of the Agreement.

12.2. Upon the date of termination, all outstanding reports and documents are due to OCPRC and after the termination date OCPRC will no longer be liable to pay or reimburse Grantee any outstanding Grant Amounts.

13. **Governing Laws/Consent to Jurisdiction and Venue.** This Agreement shall be governed, interpreted, and enforced by the laws of the State of Michigan, excluding Michigan's conflict of law principles. Except as otherwise required by law or court rule, any action, complaint, lawsuit,

or other legal or equitable proceeding brought to enforce, interpret, or decide any Claim, as defined herein, arising under or related to this Agreement shall be brought in the Sixth Judicial Circuit Court of the State of Michigan, the 50th District of the State of Michigan, or the United States District Court for the Eastern District of Michigan, Southern Division, as dictated by the applicable jurisdiction of the court. Except as otherwise required by law or court rule, venue is proper in the courts set forth above. The choice of forum set forth above shall not be deemed to preclude the enforcement of any judgment obtained in such forum or taking action under this Agreement to enforce such judgment in any appropriate jurisdiction.

14. **Entire Contract.** This Agreement represents the entire agreement and understanding between the Parties. This Agreement supersedes all other prior oral or written understandings, communications, agreements, or contracts between the Parties regarding the subject matter of this Agreement. The language of this Contract shall be construed as a whole according to its fair meaning and not construed strictly for or against any Party.

Grantee Information

Item	Grantee Information
Project Title:	Clinton River Trail Washout Remediation
Oakland County City, Village or Township Name:	City of Rochester
Name of Primary Grant Contact:	Nik Banda, City Manager
Address:	400 Sixth St, Rochester, MI 48307
Primary Contact Phone:	C. (248) 909-4072 O. (248) 733-3700
Primary Contact Email Address:	NBanda@rochestermi.org
Please list any project partners:	Friends of the Clinton River Trail (FCRT), Oakland County Department of Economic Development, DNR, Oakland Bird Alliance, Clinton River Watershed Council
Proposal submission date:	07/24/2025

Financial Information

Project Funding

Requested Grant Amount: $700,000

Match Source	Type of match (cash, in-kind, etc.)	Match Amount
Ralph C. Wilson, Jr. Foundation	Grant (Cash)	$1,200,000
City of Rochester	Bond (Cash)	$1,200,000
Ralph C. Wilson, Jr. Trail Maintenance Endowment at the Community Foundation for Southeast Michigan	Grant (Cash)	$521,000
Department of Natural Resources	Grant (Cash)	$50,000
Donations (raised by FCRT)	Cash	$29,000
	Total Match Amount:	$3,000,000

Total Project Funding (Requested grant amount + total match amount): $3,700,000

Project Budget

Scope Item	Quantity	Total Amount
Preliminary Engineering Design (Consultant and professional fees)	Allow	$210,000
Construction (***OCPR funds will be used for this scope item***)	Allow	$2,815,000
Construction Engineering	Allow	$300,000
Contingency	Allow	$275,000
Grant Admin	Allow	$100,000
	Total Project Budget:	$3,700,000

Project Schedule

Anticipated Start Date: 10/1/2025

Anticipated Completion Date: 9/30/2027

Site Control

Type of Site Control

Select the type of site control the applicant has over the site where the project is to be completed:

- ☒ Fee Simple
- ☐ Less than fee simple (explain in comments field below)
- ☐ Lease
- ☐ License
- ☐ Easement
- ☐ Other (explain in comments field below)

Site Control Comments

Provide additional details as needed.

The City of Rochester owns the property for both proposed project locations. At Washout #1, the trail is on a former railroad right-of-way that is typically 100-feet wide (Parcel ID Number: 15-14-276-077). At Washout #2 the parcel is an irregular shape and has a variable width (Parcel ID Number: 15-14-153-044). The City has contacted the adjacent property owner at Washout #2 to acquire additional property in order to move the trailway north and away from the riverbank.

Site Access

Entrance Fees

Indicate whether the park or facility has any required entrance fees.

- ☒ No fees for park or facility use
- ☐ Non-resident annual or daily fee
- ☐ Annual or daily fee for residents and non-residents
- ☐ Other (explain in comments field below)

Ways to Access

Select the ways in which people can access the site.

- ☐ Automobile only
- ☒ Automobile
- ☒ Bicycle on-street
- ☐ Dedicated bike lane
- ☒ Sidewalk
- ☒ Nearby bus stop (within ¼ mile)

Site Access Comments

Provide additional details as needed.

Washout #1 has limited site access. It is located on the former railroad corridor approx. 0.5 miles west of Dequindre Road and 1.1 miles east of the Letica Drive Trailhead. Washout #2 is 0.1 miles east of Diversion Street Trailhead and within 0.25 miles of a SMART bus stop on Route 492.

Project Description

Need Statement

What is the reason for doing this project? Answer may incorporate documented community and recreational needs, public engagement, condition of current recreation assets, environmental issues or accessibility and inclusion needs. Is the project in the communities 5-Year Parks and Recreation Master Plan or other planning document?

In July 2024, there was a catastrophic failure that completely washed out a section of the Clinton River Trail (Washout #1 is approximately 120 feet long, 30 feet wide, and 12 feet deep). Over time, the trailway has acted like a dam and allowed stormwater to build up on the north side of the trail. According to National Weather Service data, in the three weeks leading up to the washout, the Detroit Area received about 3.78 inches of rain, of which, nearly half of that was received in the week prior to the washout event and added to the water already in the wetland. As the pressure built up, the embankment gave way and nearly one-million gallons of water from the wetland and the soil from the trailway embankment ultimately made its way to the Clinton River and was detected on the river gage downstream. At Washout #2, it has been observed that the Clinton River can be flashy at times with a sudden rise and fall in water levels, especially after a rain event. The variable water flow in the river and changing currents are undercutting the riverbank and over time have caused the retaining wall and trailway surface to fail. The City of Rochester has been working with their engineering firm, AEW, and key community stakeholders to consider various options to restore the washout areas along the Clinton River Trail. AEW has been analyzing a number of factors including historical data, existing conditions, geotechnical report information, hydrology, wetland regulations as required by the State (EGLE), future maintenance costs, reducing environmental impacts, and minimizing the amount of time that the trail is closed.

Project Scope

What are the actions that will implement the project? Is the project designed to meet or exceed ADA guidelines or to incorporate Universal Design principles?

The objective of the proposed project is to design and remediate the washed-out sections of trail, stabilize the embankment of the affected areas, and restore the trail surface while protecting and preserving the sensitive surrounding natural environment. The proposed major scope of work at Washout #1 includes: Build a temporary cofferdam; Dewater; Excavate 100-feet of the existing trail on each side of the collapse; Install a total of 320-feet of new earth embankment; Perpendicular to the proposed embankment, install appropriately sized culvert(s) with end sections at the appropriate depth to maintain 2-3 feet of water; Install native plantings and trees along the proposed embankment; Restore the trail surface between the washout and Letica Drive Trailhead, which will be utilized as a route for heavy equipment needed to construct the project. The proposed embankment will have a height of 14-feet (12-feet plus a 2-foot subgrade), with a width of 20-feet at the top, consisting of a 10-foot wide crushed aggregate surface trail and 5-foot shoulders on each side. At the base, the embankment will be 60-feet wide. The side slope will have a slope of 1V:6H for the top 5-feet, and 1V:2H for the remainder. The trail width, running slopes and side slopes will comply with AASHTO standards for shared use pathways and meet Universal Accessibility Standards. At Washout #2, the Project Team is proposing to stabilize the riverbank and

restore the trail surface. Proposed major scope of work includes** Remove the damaged retaining wall; Relocate trailway further away from the riverbank; Regrade the embankment; Install new retaining wall; Construct an 18-24 inch boulder wall in front of the retaining wall; Remove and replace 200 feet of 10-foot wide HMA trail; Remove and replace 200 feet of wooden railing. **Note: This initial scope of work will need to be modified upon further preliminary engineering, geotechnical engineer consultation, and feedback from EGLE, which is currently underway.

Project Outcomes

What are the anticipated outcomes and who will benefit from the project? Will the project result in greater access to recreation for all residents and visitors? Are any environmental benefits expected? How will the project make the community more sustainable and resilient?

The proposed project will benefit trail users from all geographies ranging from hyperlocal neighborhoods, area residents, visitors to Oakland County and/or the Southeast Michigan region, and those traveling on the cross-state trails. There is also a tremendous opportunity for the Project Team to learn from this situation and track the process, lessons learned, and retrospectives. The information could be shared with other trail organizations, communities, and park managers. The ultimate goal would be to learn to identify these types of situations and work to understand how the increase in the frequency and intensity of extreme weather events impact parks and trails. This will help communities to take a proactive approach to identifying potential hazard areas and investing in the necessary course corrections before a small problem becomes a catastrophic failure. In addition, after reaching out to the Clinton River Watershed Council, the planting plan will incorporate the suggested native plants and trees to help stabilize the embankment and riverbank at both project locations and create a natural buffer.

Maintenance

Describe how the project will be managed and maintained long-term, including any equipment or staffing needs and how they will be addressed.

The City of Rochester Department of Public Works has committed to the long-term maintenance of the Clinton River Trail. Funding for maintenance of the capital investment will come from the City's General Fund. As any trail manager knows, maintenance costs can vary greatly depending on weather, usage, surface type and age, volunteer activities and special events. A typical estimate for annual trail maintenance is between $500-$6,500 per mile per year. Local rail-trails and the "Maintenance Practices and Costs of Rail-Trails" guide from the Rails to Trails Conservancy were consulted when preparing the following maintenance activity list. Rochester has dedicated DPW staff that perform the following ongoing maintenance tasks on the Clinton River Trail in the city: Maintenance Task Frequency Estimated Annual Cost (approximate % of Trail Maintenance Budget) Mowing Shoulders Adjacent to Trail Surface Approx. 6 times annually 15%; Clearing of Litter, Trash and Debris Weekly 10%; Tree/Brush Pruning and/or Removal Monthly 11%; Culvert Inspection & Clearing Annually, as needed 5%; Blowing/Removal of Leaf Litter and Debris Once in spring, twice in fall 3%; Repair Cracks, Potholes or Washouts As needed 8%; Repair Vandalism As needed 5%; Grading of Crushed Limestone Surface Annually, as needed 6%; Erosion Control at Bridge Abutments Annually, as needed 3%; Structural Inspection of Bridge Every two years 1%; Invasive Species Control As needed 12%; Cut Roots to Prevent Surface Encroach As needed 8%; Inspect Regulatory and Warning Signage Monthly 6%; Empty Trash Receptacles/inspect trailheads Daily in heavy use season; As needed 7%. Challenges: Water and gravity always win.

Long-Term Vision

Describe how the project fits into a longer-term vision for the community (and beyond if applicable).

The Clinton River Trail spans across 16-miles of central Oakland County and passes through the cities of Sylvan Lake, Pontiac, Auburn Hills, Rochester Hills and Rochester. The long-term vision for the Clinton River Trail is to have an impact on the following geographic scales: 1. Local: Area residents utilize the CRT, many starting from neighborhoods, to access nearby restaurants, bike shop, downtown, schools, parks, essential businesses/services, and cultural attractions. In addition, the OPC Social & Activity Center and Rochester Avon Recreation Authority are in close proximity to the trail. 2. County/Regional: Beyond the city limits, the CRT has direct connections with other regionally significant trails like the Macomb Orchard Trail, Paint Creek Trail, and West Bloomfield Trail. This linear park provides users with an active transportation corridor and a variety of recreational opportunities such as biking, walking, running, canoeing/kayaking, geocaching, fishing, cross-county skiing and wildlife viewing. The Clinton River Trail also links county and regional users with historic downtowns, parks and open space, the Clinton River, business districts and local tourism attractions. 3. State: The Clinton River Trail in Rochester is uniquely situated at the junction of two cross-state trails. The first is the Great Lake-to-Lake Trail Route 1 that is a 270-mile destination trail that extends east to west across Michigan between South Haven to Port Huron. The second is the Iron Belle Trail-Biking Route that extends north to south between Belle Isle to Ironwood. Once completed, these important cross-state destination trails will provide local communities with economic vitality, active transportation, health and fitness, environmental preservation, and local tourism related opportunities. According to trail counter data gathered by the City of Rochester Hills, the section of trail between Avon Road and Diversion Street had an average of 3,150 people per week throughout the month of September 2024. The City of Rochester is a key “trail town” along both cross-state routes. It is important that the City works with the Rochester Downtown Development Authority and the Main Street Oakland County program to coordinate, cross-promote, and leverage trail-related amenities in the downtown and surrounding commercial areas to benefit all users.

Attachments

Required

- ☒ Project location map
- ☒ Site plan or project map

Optional

- ☐ Public engagement reports
- ☐ Letters of support
- ☐ Design drawings and specifications
- ☒ Photographs with captions indicating relevant content
- ☐ Manufacturer information
- ☐ Other Click or tap here to enter text.

Acknowledgement

This is a partial reimbursement program. The community will receive fifty percent (50%) of the grant amount when the grant agreement is executed. The community can submit quarterly requests for

additional funds throughout the grant period, with Oakland County holding back ten percent (10%) of the grant amount until the project is closed out as defined in the grant agreement. Final payment of the remaining grant funds including the ten percent (10%) held back will be released upon the County's approval of the grantee's final report and satisfactory project completion as defined by the County.

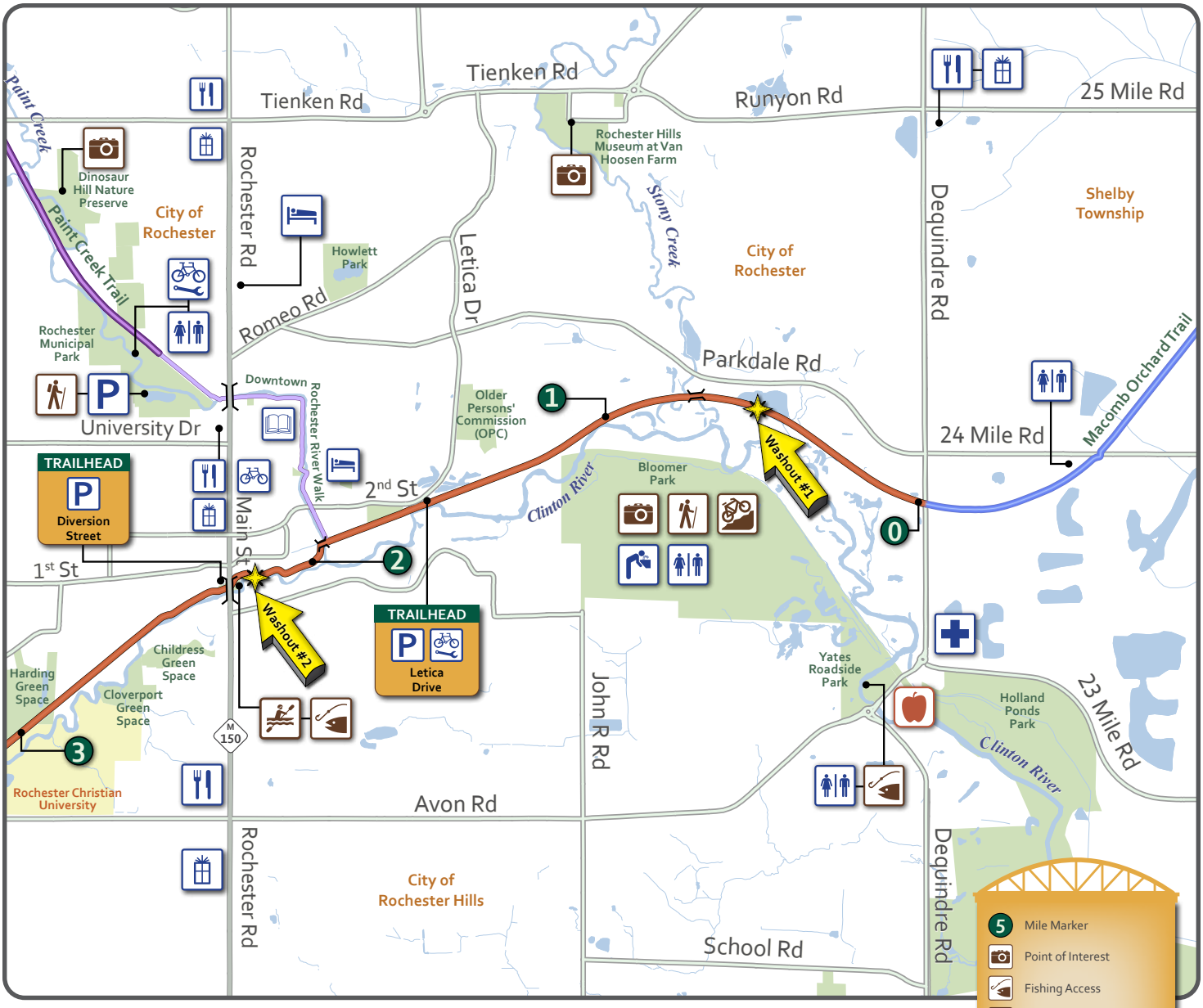
☒ Please check here to acknowledge that this is a reimbursement grant and that a final report will be required to release the final ten percent (10%) of grant funds.

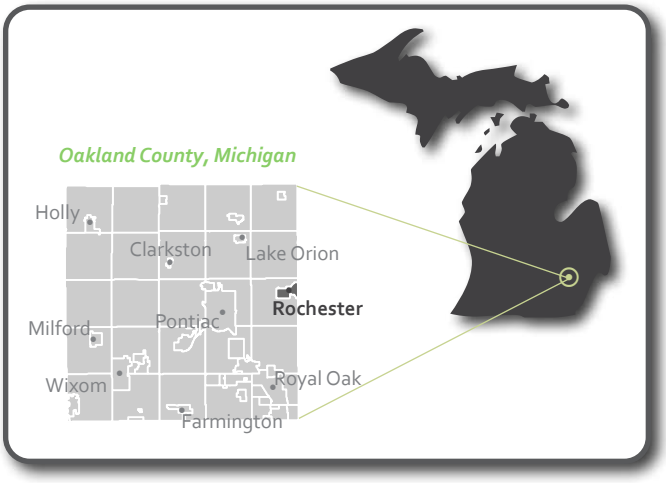
Submission

Send completed forms and attachments to the email below. If your file size is too large to email, reach out for file-sharing options. Please call with any questions.

Contact Information:
Donna Folland
Chief – Planning
(248) 736-9087
follandd@oakgov.com

Project Location Map





Project Locations

Washout #1

42.684247, -83.103897

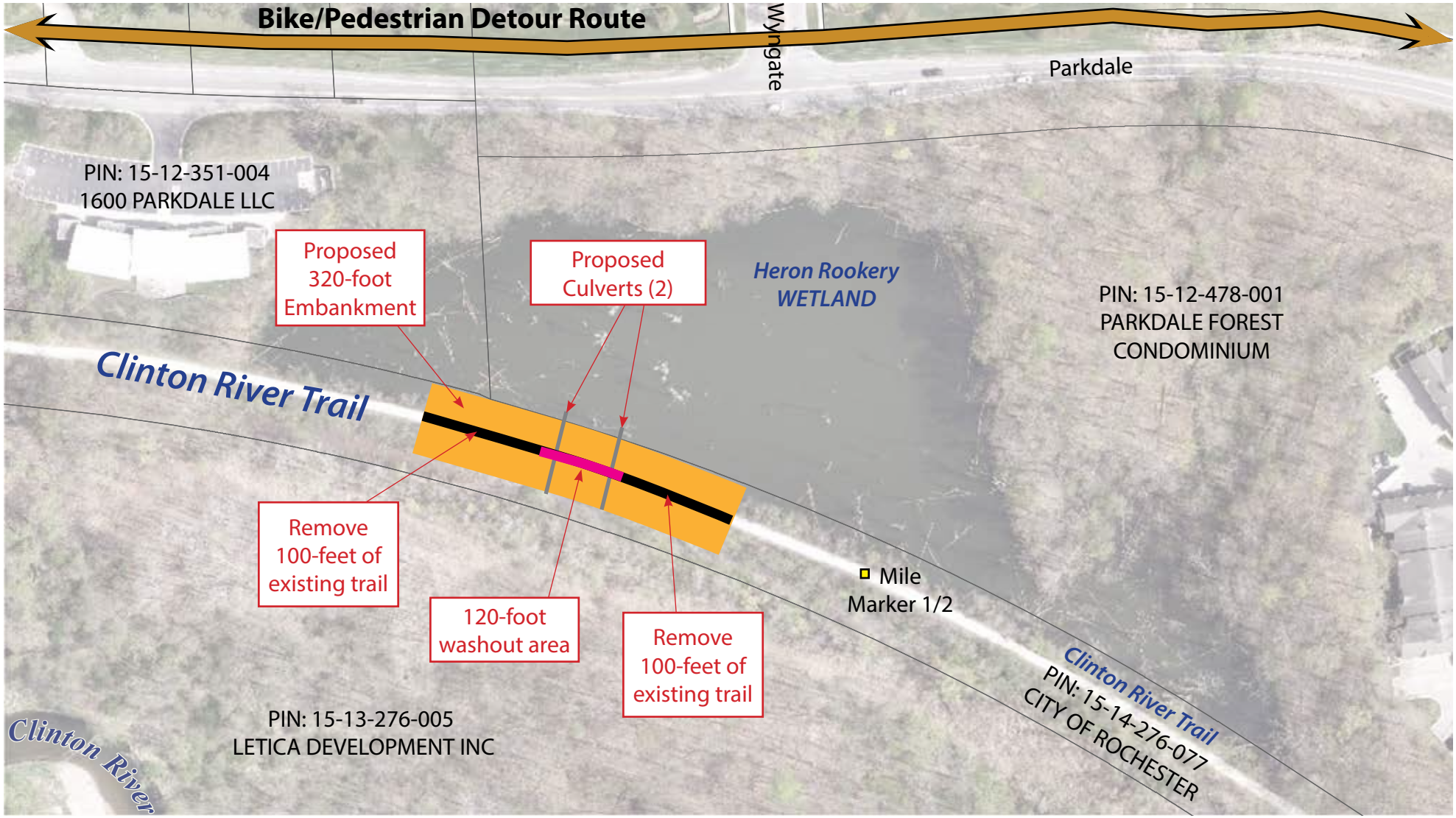
east of: 1600 Parkdale Rd, Rochester, MI 48307

Washout #2

42.676499, -83.132238

south of:92 Mill St, Rochester, MI 48307

Concept Site Development Plan



N

Distance in Feet
0 150

Updated 10.25.2024

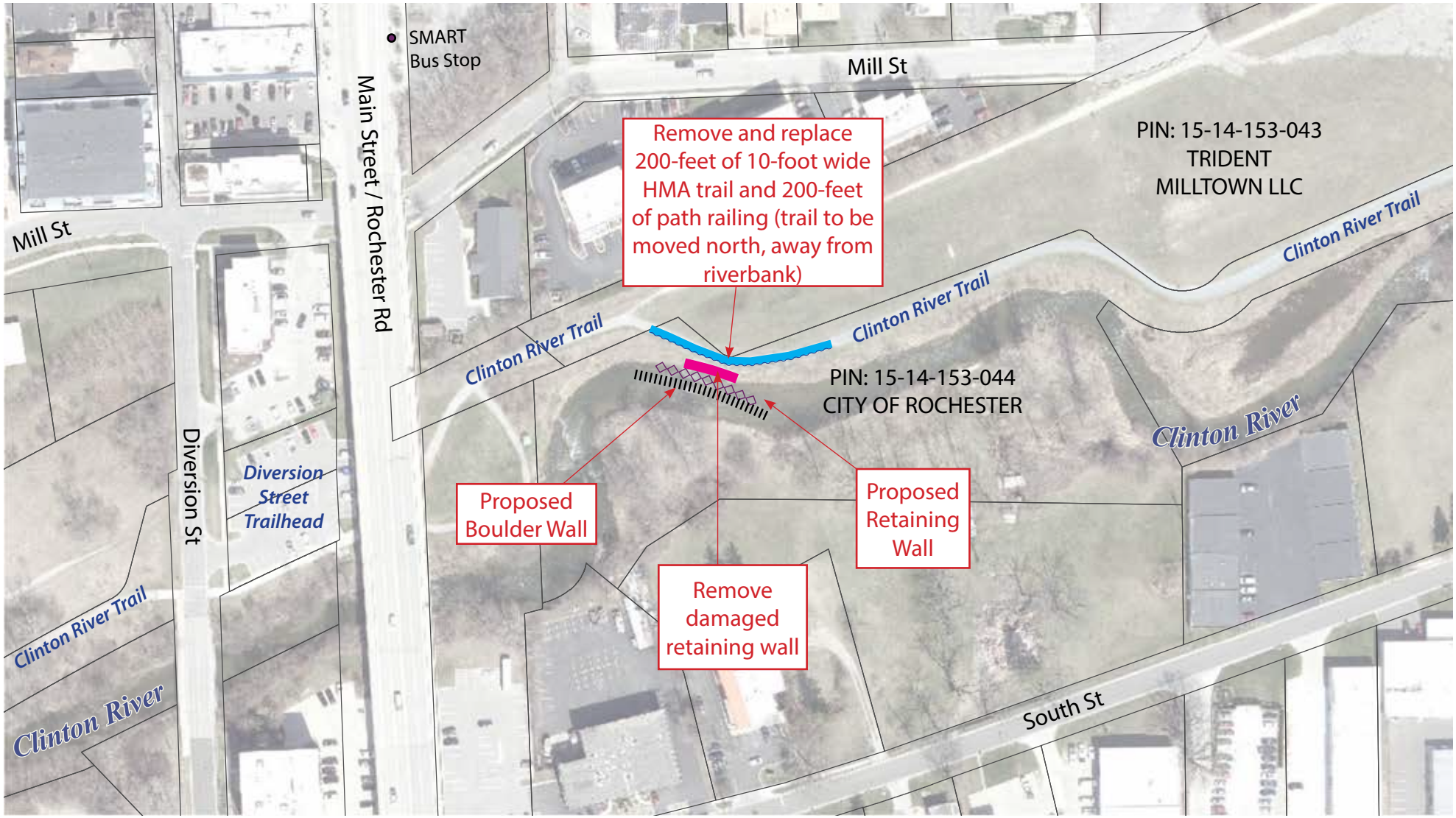
Washout #1

Concept Site Development Plan

City of Rochester

Clinton River Trail Washout Remediation

Concept Site Development Plan



N

Distance in Feet
0 150

Updated 10.25.2024

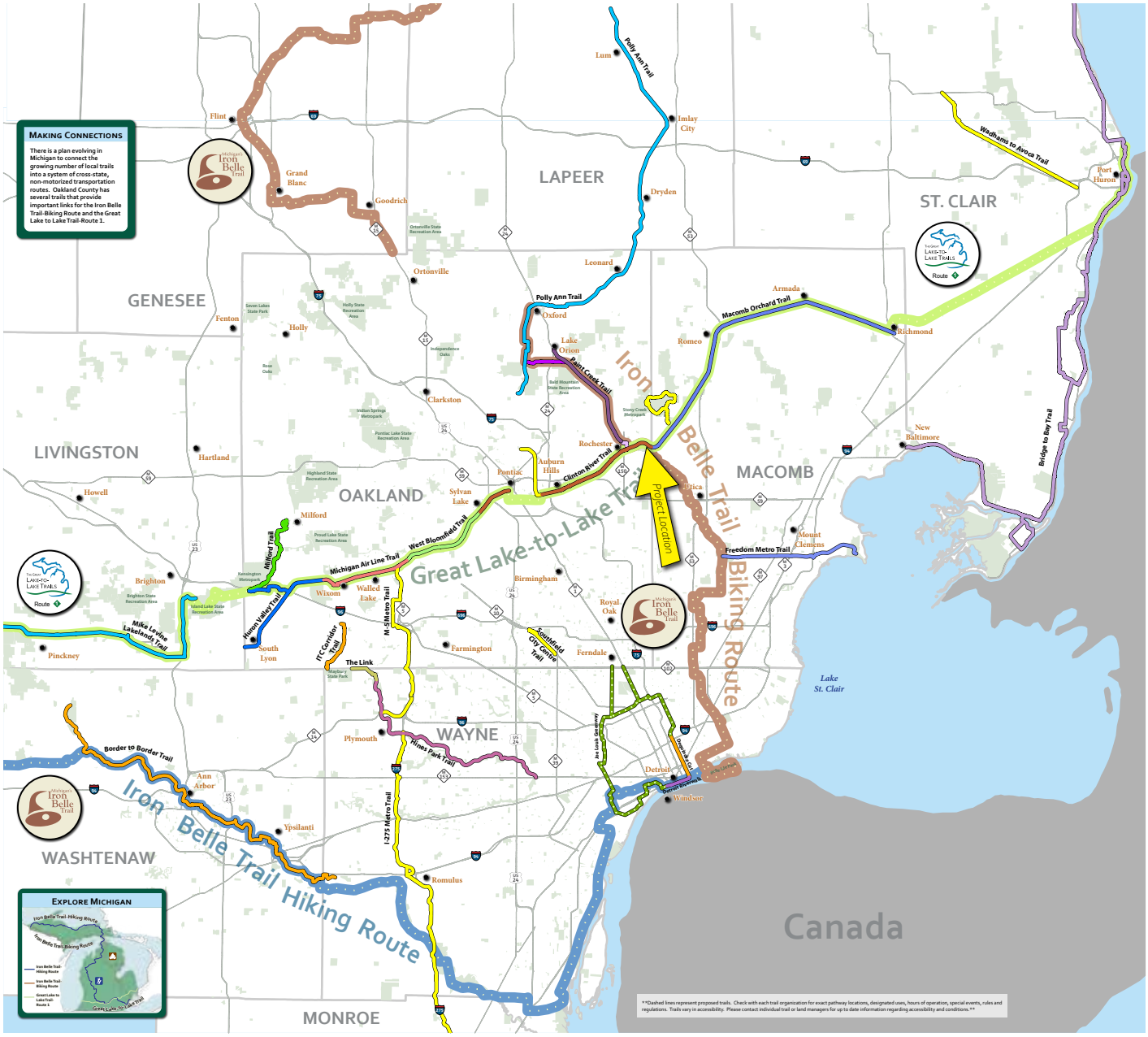
Washout #2

Concept Site Development Plan

City of Rochester

Clinton River Trail Washout Remediation

SE MI Active Transportation Map



The Clinton River Trail is an important part of the Southeast Michigan Active Transportation Network.

A portion of the Clinton River Trail is a key segment of Michigan's Iron Belle Trail-Biking Route that extends across the state from Belle Isle to Ironwood. This important cross-state trail network provides local communities with economic vitality, active transportation, social connection, health and fitness, environmental preservation, and local tourism related opportunities.

Iron Belle Trail

Two Routes, One Great Trail

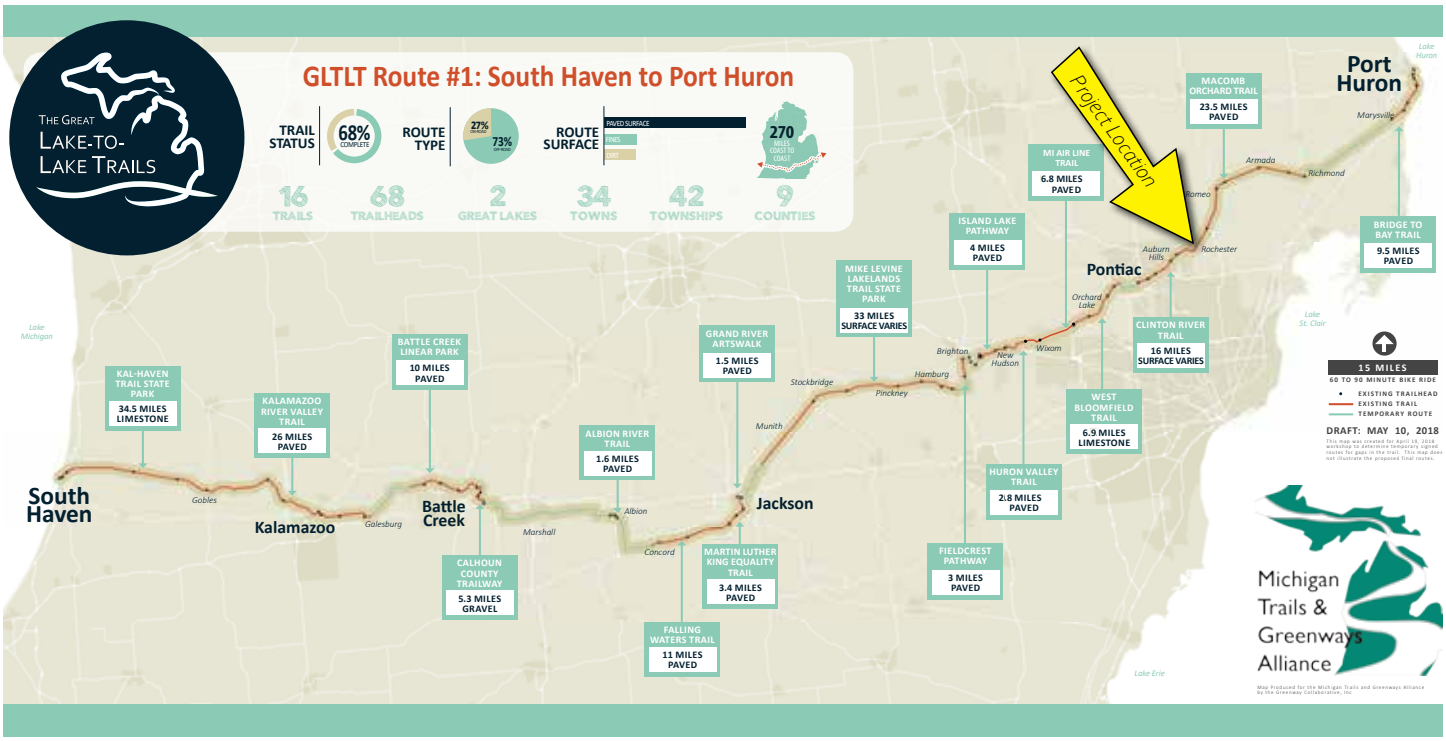
South Haven Sunset

Proposed Great Lake-to-Lake Trails Routes

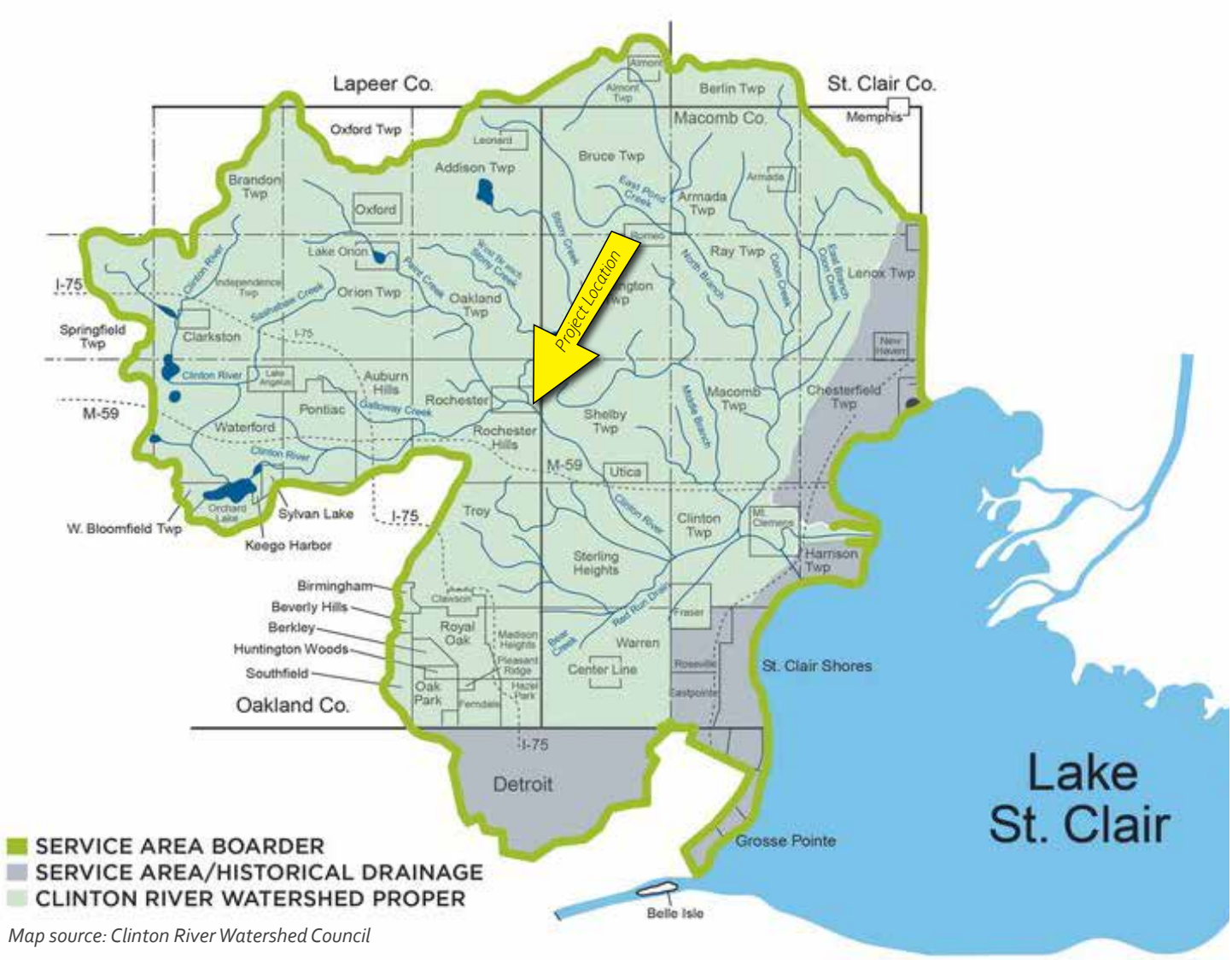
Port Huron Sunrise

The Great Lake-to-Lake Trails

Route 1



The Clinton River Trail is a key segment of Route 1 of the Great Lake-to-Lake Trail. This cross state trail extends across the Lower Peninsula from Lake Michigan to Lake Huron.



Map source: Clinton River Watershed Council

The Clinton River, its watershed, and Lake St. Clair are a valuable freshwater resource that not only provide important ecological functions but also provide the region with many important uses, including water-oriented towns, tourism, diverse wildlife habitat, boating, fishing, and many other recreational activities.

Clinton River Trail Turns 20

In 2004, five cities (Rochester, Rochester Hills, Auburn Hills, Pontiac and Sylvan Lake) signed a "Memorandum of Understanding" and solidified their commitment to support the Clinton River Trail (CRT) as a contiguous 16-mile-long community amenity in Oakland County—this milestone is recognized as the official establishment of the CRT.

However, the origins of this beloved rail-trail began further back. The Oakland County Planning Division began to envision and promote the benefits of a countywide non-motorized network circa 1975. In the 1970s and 1980s, the I-275 Metro Trail and the Paint Creek Trail helped to pave the way for linked, long distance walking and biking corridors in Oakland County. Local organizers for the CRT were able to glean important lessons from both of these early projects including trail ownership, organizational structure, funding opportunities, and how to work to gain public support.

In 1998, a group of loosely organized citizens recognized a great opportunity to convert a soon to be abandoned Grand Trunk railway into a recreational trail. Led by Rochester Hills resident Dan Keifer, the group began their campaign to build public awareness. Numerous residents expressed interest and teamed up with staff from Oakland County Planning and city representatives to make this vision become a reality. Around 2001, Friends of the Clinton River Trail (FCRT) was formalized and became a non-profit corporation with the vision to create a trail that would be "a safe and enjoyable recreational feature for the communities through which it passes."

Funding came in and piece by piece, city by city, the CRT started to take shape. "Although some of the faces have changed over the years, the FCRT has remained a 100% volunteer organization," says Melinda Hill, president of FCRT. "Our 20th Anniversary Celebration on May 22 at Goldner Walsh Garden & Home in Pontiac attracted numerous supporters," continues Hill. "A nice combination of past, present and hopefully future supporters of the CRT. With some of the earliest volunteers no longer with us, we must rely on this next generation of talented volunteers to take the torch for the next 20 years."

Guest speakers at the celebration included Todd Scott, executive director, Detroit Greenways Coalition; and Andrea LaFontaine, executive director, Michigan Trails and Greenways Alliance.

Art on the Trail

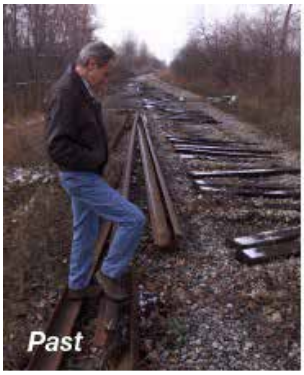
The CRT has been selected to host eight art installations as part of the Detroit Institute of Arts (DIA) 2024 Inside|Out program. This program brings high-quality reproductions of DIA's collection to outdoor venues throughout Metro Detroit to increase engagement between the museum and its diverse audiences in Macomb, Oakland, and Wayne counties. Look for artwork along the trail through October.

Trail Events

Annually, trail enthusiasts can participate in the following events: National Trails Day, OPC 5K Run/Walk for Meals on Wheels; "Table to Table Ride; Paddlepalooza; Leader Dogs Bark and Brew; Auburn Hills Summerfest.

Upcoming Trail Developments

Adams Road Crossing | Bagley Sidepath | Meadow Drive/CRT Extension | Pontiac Pike St. Connector



Washout #1 Site Photographs

Washout #1 | Aerial Photo Comparison

Washout #1 | Aerial Photo Comparison

Site Photographs

Washout #1

Significant increase in water in the Clinton River | Looking northeast

Climatological Data for Detroit Area, MI (ThreadEx)			
Date	Temperature		Precipitation
	Maximum	Minimum	
2024-06-28	73	59	T
2024-06-29	88	66	1.02
2024-06-30	75	58	0.00
2024-07-01	75	53	0.00
2024-07-02	78	58	0.00
2024-07-03	86	70	0.00
2024-07-04	83	67	0.00
2024-07-05	80	67	0.10
2024-07-06	81	65	0.00
2024-07-07	85	61	0.00
2024-07-08	88	68	0.00
2024-07-09	81	71	0.09
2024-07-10	74	65	1.22
2024-07-11	85	63	0.00
2024-07-12	83	68	0.01
2024-07-13	87	65	T
2024-07-14	86	71	T
2024-07-15	87	71	0.01
2024-07-16	87	69	0.54
2024-07-17	83	68	T
2024-07-18	76	59	0.00
2024-07-19	80	56	0.00
2024-07-20	80	61	0.00

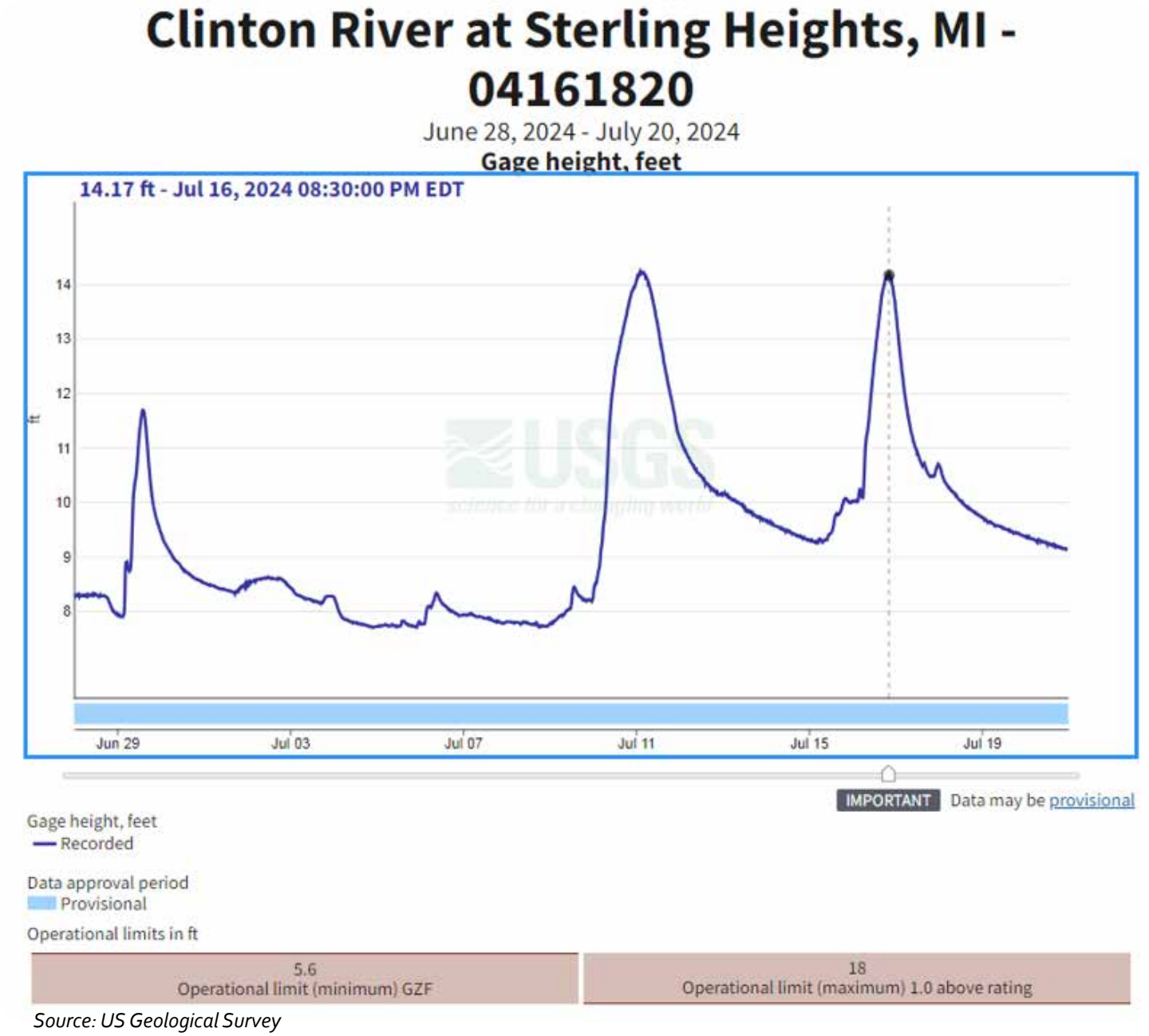
Day of the Washout

Source: National Weather Service
The letter "T" indicates that only a trace of precipitation has fallen.

The National Weather Service maintains data for the Detroit Area. The table above provides temperature and precipitation data for the days leading up to and just after the washout. Take note of the three dates highlighted in yellow. The first is from June 29, 2024 when the area received approximately 1.02-inches of rain, the second is from June 10, 2024 with 1.22-inches of rain and the third is from July 16, 2024, the day that the washout occurred, with 0.54-inches of rain.

Additional analysis is needed as we work to understand the impacts of climate change on the trails and in parks. However, the washout may be able to be teach us to better identify potential hazards in locations that may be experiencing hotter summer temperatures, more rain, increase in snow, intense storms, and/or flooding. It may also help to strengthen planing efforts and strategically use this essential infrastructure to enhance climate resiliency.

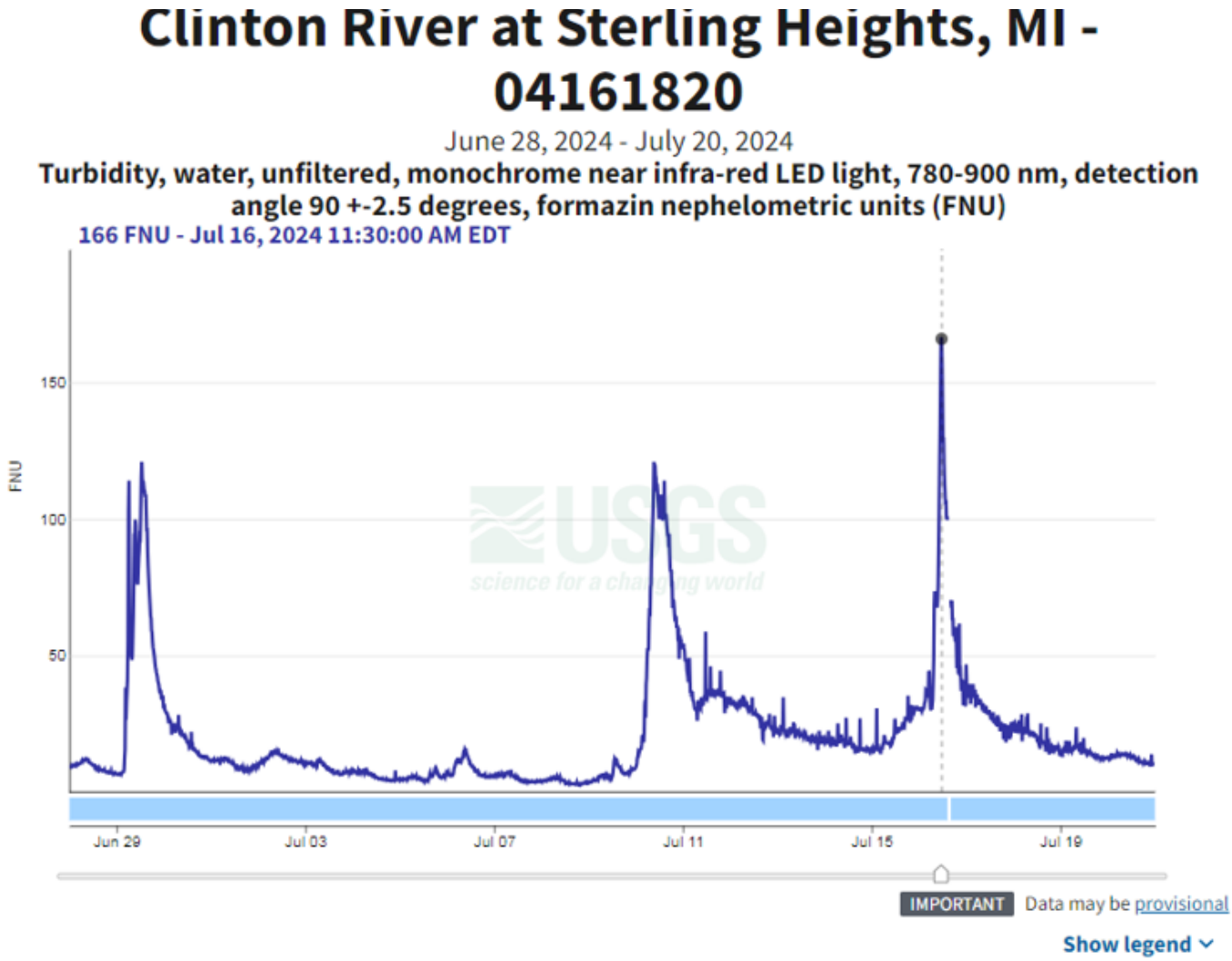
WASHOUT #1



Source: US Geological Survey

The US Geological Survey monitors streamflow on the Clinton River. There is monitoring location downstream from Washout #1 (near 8601 Riverland Dr in Sterling Heights). The graph above shows data from the water level at the gage height (notice the three large peaks). The first peak on the left side is from June 29, 2024 when the area received approximately 1.02-inches of rain. The peak in the center of the graph is from July 10, 2024 when the area received approximately 1.22-inches of rain. The peak on the right is from July 16, 2024, the day that the washout occurred, and the area received approximately 0.54-inches of rain in addition to all of the water that was released from the Heron Rookery.

WASHOUT #1



	Value	Status	Time
Latest value	71.6 FNU	Provisional	Oct 20, 2024 09:00:00 AM EDT
Selected	166 FNU	Provisional	Jul 16, 2024 11:30:00 AM EDT

Source: US Geological Survey

The US Geological Survey monitors streamflow on the Clinton River. There is monitoring location downstream from Washout #1 (near 8601 Riverland Dr in Sterling Heights). The graph above shows turbidity data (notice the three large peaks). Turbidity is a measure of how clear water is, or how much light is scattered or absorbed by suspended particles in the water. Water with high turbidity is cloudy or muddy, while water with low turbidity is clear and easy to see through.

The first peak on the left side is from June 29, 2024 when the area received approximately 1.02-inches of rain. The peak in the center of the graph is from July 10, 2024 when the area received approximately 1.22-inches of rain. The peak on the right is from July 16, 2024, the day that the washout occurred, and the area received approximately 0.54-inches of rain in addition to all of the water that was released from the Heron Rookery after the washout occurred.

WASHOUT #1 | LOOKING WEST

NATURAL EARTHEN BERM FORMED | LOOKING WEST

Site Photographs

Washout #1 | Looking East

Washout is approx. 10-12 feet deep

Fiber Optic Cable Needed to be Repaired

Example of Detour Map | Looking east

Example of Detour Signage at Each End of the Closure

Images of the Great Blue Heron Rookery Over the Past 20 Years

Washout #2 Site Photographs

Washout #2 | Looking Northeast

Failed Retaining Wall | Looking Southeast

Site Photographs

Failed Retaining Wall | Looking South

Washout #2 Railing and Pathway Collapse

OAKLAND COUNTY MICHIGAN
BOARD OF COMMISSIONERS

AGENDA ITEM: Partnership Agreement with the City of Rochester Hills for a Portion of Bloomer Park
DEPARTMENT: Parks & Recreation
MEETING: Legislative Affairs & Government Operations Committee
DATE: Tuesday, September 9, 2025 9:00 AM - Click to View Agenda

ITEM SUMMARY SHEET

COMMITTEE REPORT TO BOARD

Resolution #2025-5699
Motion to approve the attached Partnership Agreement with the City of Rochester Hills for the operation of a portion of Bloomer Park and authorize the Director of Oakland County Parks to finalize the terms of the agreement in consultation with Corporation Counsel; further, authorize the Chair of the Board of Commissioners to execute the agreement on behalf of Oakland County.

ITEM CATEGORY	SPONSORED BY
Interlocal Agreement	Brendan Johnson

INTRODUCTION AND BACKGROUND

Oakland County Parks and Recreation and the City of Rochester Hills wish to enter into an agreement in which Oakland County Parks and Recreation will manage approximately 108 acres located in the northern portion of Bloomer Park. This area will be combined with a 126-acre property being purchased by OC Parks (purchase agreement pending before EDI) and a 40-45-acre property owned by the City of Rochester to form a new county park - Clinton River Oaks. The interlocal agreement will be for a term of 19 years, over the length of Oakland County Parks' current millage. As part of the agreement, Oakland County Parks will make a one-time payment to Rochester Hills of $4,000,000, recognizing the value of investments previously made by the City in this area.

POLICY ANALYSIS

This request is to approve a 19-year interlocal agreement between Oakland County and the City of Rochester Hills to allow Parks to operate and manage 40-45 acres of property that is owned by the city along the Clinton River, which would result in the creation of a new county park named Clinton River Oaks.

The plan is to connect the North Bloomer Park property acquisition (pending before the Economic Development and Infrastructure Committee) and the Clinton River Trail into a county-managed river preserve, which would feature pedestrian trailways, paddling access and mountain bike opportunities.

The agreement, once approved by both parties, would set the framework for future discussions on the logistics of this project; therefore, there is no budget amendment needed at this time.

NOTE: The Oakland County Parks and Recreation Commission approved this agreement

unanimously at the September 3, 2025, meeting.
FISCAL IMPACT:

Committee members can contact Pam Worthington, Analyst at 248.613.8325 or worthingtonp@oakgov.com or the department contact persons listed for additional information.

CONTACT

Chris Ward, Director Parks & Recreation

ITEM REVIEW TRACKING

Melissa Prowse, Parks & Recreation	Created/Initiated - 8/27/2025
Melissa Prowse, Parks & Recreation	Approved - 8/27/2025
Chris Ward, Parks & Recreation	Approved - 8/28/2025
Pamela Worthington, Board of Commissioners	Approved - 8/29/2025
Kevin Syoen, Fiscal Services	Approved - 9/4/2025
Diana McBroom, Risk Management	Approved - 9/4/2025
Solon Phillips, Corporation Counsel	Approved - 9/4/2025
Sheryl Johnson, Fiscal Services	Approved - 9/8/2025
Pamela Worthington, Board of Commissioners	Approved - 9/8/2025
Brendan Johnson, Board of Commissioners	Final Approval - 9/8/2025

AGENDA DEADLINE: 08/26/2025 4:30 PM

ATTACHMENTS

1. Memo - Clinton River Oaks Park & Area Recreation Investment Plan
2. Rochester Hills - Interlocal Partnership Agreement - Final Version (8-29-25)

COMMITTEE TRACKING

2025-09-09 Legislative Affairs & Government Operations - Recommend to Board
2025-09-18 Full Board

Motioned by: Commissioner Robert Hoffman
Seconded by: Commissioner Penny Luebs

Yes: Ann Erickson Gault, Marcia Gershenson, Robert Hoffman, Karen Joliat, Penny Luebs, Linnie Taylor (6)
No: David Woodward (1)
Abstain: None (0)
Absent: Brendan Johnson (1)
Passed

Memo

To: Board of Commissioners

Subject: Clinton River Oaks Park & Area Recreation Investment Plan

From: Chris Ward, Director, Oakland County Parks

Date: August 27, 2025

Introduction

As part of Mission 26 and our long-term vision to expand access to water, trails, and natural spaces, Oakland County Parks and Recreation (OCPR) is advancing a major initiative centered on the Clinton River corridor in Rochester and Rochester Hills. This plan will result in the creation of a new county park - **Clinton River Oaks** - and leverages the power of partnership for a historic investment in a unique ecological and recreational gem, joining together two municipalities and protecting highly valued natural assets, reconnecting popular regional trailways, and opening the door for expanded recreational opportunities for residents across Oakland County.

Elements

1. Rochester Property Acquisition

- **128.61 acres** of undeveloped land in Rochester, directly adjacent to the Clinton River Trail and Bloomer Park acquisition (approval pending before EDI)
- Includes **nearly 2 miles of Clinton River frontage**, ensuring long-term preservation of this ecologically significant area.
- Supports a **$1.4M river restoration project** funded entirely by the Great Lakes Fisheries Commission (GLFC) to address bypass conditions at Yates Dam and prevent

invasive sea lamprey infestation. GLFC will offset OCPR's costs with a $300,000 reimbursement.
- **Cost:** Appraised at $1.8M; GLFC contribution reduces OCPR's purchase cost to **$1.5M**.

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2. Clinton River Trail Washout Remediation Grant

- In July 2024, a catastrophic washout destroyed a key section of the Clinton River Trail in Rochester.
- OCPR will provide a **$700,000 Strategic Partnership Grant** to the City of Rochester.
- **Matching contributions totaling $3M** secured from the Ralph C. Wilson Jr. Foundation, City of Rochester, Community Foundation for Southeast Michigan, Michigan DNR, and the Friends of the Clinton River Trail. (pending before LAGO)
- This gap funding allows the project to move forward. Total project investment: **$3.7M**.
- Restores trail connectivity, stabilizes the riverbank, and upgrades the trail to ADA and universal design standards.

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3. Interlocal Agreement – Operation and Management of North Bloomer Park (Rochester Hills)

- **108 acres** adjacent to the newly acquired property, to be operated and managed by OCPR under a long-term agreement with the City of Rochester Hills. (pending before LAGO)
- Area will be incorporated into **"Clinton River Oaks Park."**
- Agreement includes area of **Yates Park,** providing an immediate park entry point with parking, restrooms, fishing and picnic facilities on the eastern boundary.
- **Term:** Through 2043 (aligned with County parks millage).
- **Transition period:** City maintains operations until March 31, 2026, after which OCPR assumes full management, programming, capital improvements, and security responsibilities.
- OCPR will pay an **initial $4M** to the City of Rochester Hills to recognize prior capital improvements made by the city.

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4. Interlocal Agreement – City of Rochester (In Progress)

- OCPR is working with the City of Rochester to finalize an interlocal agreement covering **40–50 acres of city-owned land** along the Clinton River.

- Agreement would authorize OCPR to **operate and manage the property for recreation**, integrating it with the broader Clinton River Oaks plan and include use of a parking lot on the western boundary of the park.
- This would connect the new acquisition, north Bloomer Park, and the Clinton River Trail into a seamless county-managed river preserve, featuring trailways for pedestrians, kayakers and mountain bike enthusiasts.

Overall Impact

- **County Park System Expanded Reach: Clinton River Oaks** will be added as a **275+ acre** nature oasis and unique recreation destination stretching across an approximate 3-mile stretch of the river in the heart of the communities of Rochester and Rochester Hills, a heavily populated area that has historically been underserved by the OC Park System.
- **Land & River Protection: 128+ acres** previously privately owned preserved in perpetuity across 2 miles of Clinton River frontage.
- **Investment Scale: Initial investments of $7.9M** Oakland County Parks funds invested in Rochester/Rochester Hills area recreation, **$1.7M** in federal funds for land acquisition and invasive species control, added to **$3M** committed to the trail restoration project by the Ralph Wilson Foundation, City of Rochester, the Community Foundation for Southeast Michigan, Michigan DNR, and the Friends of the Clinton River Trail. **Ongoing funding support from Oakland County Parks** for park improvements, natural resource management, park operations and maintenance.
- **Public Health & Wellness:** Expanded access to walking, biking, paddling, and outdoor experiences for residents across Oakland County.
- **Climate & Resilience:** Prevents invasive species spread, stabilizes riverbanks, and builds climate-adaptive trail infrastructure.

INTERLOCAL PARTNERSHIP AGREEMENT BETWEEN
THE COUNTY OF OAKLAND
AND
THE CITY OF ROCHESTER HILLS
FOR PARK OPERATION & MANAGEMENT

This Agreement (the "Agreement") is made between the County of Oakland, a Constitutional and Municipal Corporation, 1200 North Telegraph, Pontiac, Michigan 48341 ("County"), by, through, and administered by its statutory agent the Oakland County Parks and Recreation Commission ("OCPRC") and the City of Rochester Hills, 1000 Rochester Hills Drive, Rochester Hills, Michigan 48309 ("City"). County and the City may also be referred to jointly as "Parties".

INTRODUCTION AND PURPOSE OF AGREEMENT.

A. OCPRC is authorized under Public Act 261 of 1965, MCL 46.351, *et seq.*, to plan, develop, preserve, administer, maintain, and operate park and recreational places and facilities in Oakland County, Michigan.
B. The City is the owner of approximately **207 acres** of real property.
C. The Parties desire to **create a partnership to support protection of the Clinton River and wetlands adjacent to Bloomer Park, expand outdoor recreation and education opportunities to residents of Rochester Hills and Oakland County, and to create an Oakland County Parks river preserve.**

The Parties agree to the following terms and conditions:

1. **DEFINITIONS**. The following words and expressions used throughout this Agreement, whether used in the singular or plural, shall be defined, read, and interpreted as follows.

1.1. **Agreement** means the terms and conditions of this Agreement and any other mutually agreed to written and executed modification, amendment, addendum, or exhibit approved in accordance with Section 2.

1.2. **Capital Improvement Project** means a project that: (1) costs thirty thousand dollars ($30,000.00) or more and (2) extends the life cycle of an existing facility or asset; replaces, renovates, or remodels an existing facility or asset; or adds a new facility or asset.

1.3. **City** means the City of Rochester Hills, its Council, departments, divisions, elected and appointed officials, board members, commissioners, authorities, committees, employees, agents, subcontractors, attorneys, volunteers, and/or any such persons' successors.

1.4. **City Employee** means any City employee, officer, manager, volunteer, attorney, contractor, subcontractor, and/or any such person's successors or predecessors (whether such persons act or acted in their personal, representative, or official capacities). "City Employee" shall also include any person who was a City Employee at any time during the term of this Agreement but, for any reason, is no longer employed, appointed, or elected in that capacity.

1.5. **Claims** means any alleged losses, claims, complaints, demands for relief or damages, lawsuits, causes of action, proceedings, judgments, deficiencies, liabilities, penalties, litigation, costs, and expenses, including, but not limited to, reimbursement for reasonable attorney fees, witness fees, court costs, investigation expenses, litigation expenses, amounts paid in settlement, and/or other amounts or liabilities of any kind which are incurred by or asserted against a Party, or for which a party may become legally and/or contractually

obligated to pay or defend against, whether direct, indirect or consequential, whether based upon any alleged violation of the federal or the state constitution, any federal or state statute, rule, regulation, or any alleged violation of federal or state common law.

1.6. **County** means Oakland County, a Municipal and Constitutional Corporation, including, but not limited to, all of its departments, divisions, the County Board of Commissioners, elected and appointed officials, directors, board members, council members, commissioners, authorities, committees, employees, agents, volunteers, and/or any such persons' successors.

1.7. **County Employee** means any County employee, officer, manager, volunteer, attorney, contractor, subcontractor, and/or any such person's successors or predecessors (whether such persons act or acted in their personal, representative, or official capacities). "County Employee" shall also include any person who was a County Employee at any time during the term of this Agreement but, for any reason, is no longer employed, appointed, or elected in that capacity.

1.8. **Day** means any calendar day beginning at 12:00 a.m. and ending at 11:59 p.m.

1.9. **Effective Date.** the date all Parties sign the Agreement.

1.10. **Exhibits** means the following documents, which this Agreement includes and incorporates:

1.10.1. **Exhibit A:** describes and depicts the Park.

1.11. **OCPRC** means the Oakland County Parks and Recreation Commission, as established by resolution of the Oakland County Board of Commissioners pursuant to Public Act 261 of 1965, MCL 46.351, et seq.

1.12. **Park** means the park operated and managed the County, described and depicted in Exhibit A.

1.13. **Park Fees and Charges** mean the following fees and charges: (1) equipment/facility rental fees, (2) event program fees, (3) sponsorship of events/programs by third parties, and (4) and all other fees and charges charged and collected by a Party associated with the use of the park they operate.

1.14. **Park Revenue** means the monies generated from the Park Fees and Charges received by a Party, including grants, gifts, and donations received by either Party related specifically to the park they operate.

1.15. **Transition Period** means a period of time commencing on the Effective Date and ending on **March 31, 2026**

2. AGREEMENT TERM/ REAL PROPERTY DESCRIPTION & TERMINATION.

Agreement Term. This Agreement shall commence on the Effective Date and end on December 31st of 2043, being the end of the County's park millage which was authorized in 2024 The approval and terms of this Agreement and any amendments shall be entered in the official minutes of the governing bodies of each Party. An executed copy of this Agreement and any amendments shall be filed by the County Clerk with the Secretary of State.

2.1. **Agreement Amendments.** All amendments or modifications to this Agreement shall be in writing and approved and filed as set forth in Section 2.1.

2.2. **Real Property Subject to Agreement.** The City grants the County use of the Park the purposes and according to the terms and conditions set forth herein.

2.3. **Use of the Park.** On the date the Transition Period ends, OCPRC shall have care, control,

and use of the Park to operate, manage, plan, maintain, and improve the Park for public recreation activities, as further described and delineated herein, and to provide other recreation activities mutually agreed upon by the Parties. OCRPC shall obtain the City's prior consent, in writing, to use the Park for any purpose not described herein, such consent shall be given by the City's Representative.

2.4. **Fee for Use of the Park.** The County shall not pay a monetary fee for the use of the Park. The Parties acknowledge that the services provided by the County during this Agreement are adequate consideration for this Agreement.

2.5. **Designation of Parks & Name of Parks.** During this Agreement, the Park shall be named "Clinton River Oaks Park" or another name mutually agreed to in writing by the City Representative and the OCPRC Representative.

2.6. **Termination/Expiration.**

2.6.1. **Termination by the City.** The City may terminate this Agreement, at any time, if OCPRC is notified in writing at least one hundred eighty (180) days prior to the effective date of termination and any one of the following occur: (1) the Park is no longer being used for the purposes identified in this Agreement; (2) OCPRC provided the City with information at any time during this Agreement that was false or fraudulent; or (3) OCPRC fails to perform any of its obligations under this Agreement, and such failure is not cured within ninety (90) calendar days after written notice of default to OCPRC.

2.6.1.1. **Termination by the City in Absence of Default/Breach.** If the City terminates this Agreement, in absence of default or breach by OCPRC, then the City shall reimburse OCPRC the amount of the non-depreciated value of Capital Improvement Projects to the Park, paid for by OCPRC, on the date of the termination notice. The depreciation values shall be determined by generally accepted accounting principles.

2.6.1.2. **Termination by the City for Default/Breach.** If the City terminates this Agreement for default or breach by OCPRC, then the City does not have to reimburse OCPRC the non-depreciated value of Capital Improvement Projects to the Park paid for by OCPRC.

2.6.2. **Termination by OCPRC.** OCPRC may terminate this Agreement, at any time, if the City is notified in writing at least one hundred eighty (180) days prior to the effective date of termination and any one of the following occur: (1) the Park is no longer being used for the purposes identified in this Agreement; (2) the City provided OCPRC with information, at any time during the Agreement term, that was false or fraudulent; (3) the City fails to perform any of its obligations under this Agreement, and such failure is not cured within ninety (90) calendar days after written notice of default to the City.

2.6.2.1. **Termination by OCPRC in Absence of Default/Breach.** If OCPRC terminates this Agreement in absence of default or breach by the City, then the City does not have to reimburse OCPRC the non-depreciated value of Capital Improvement Projects to the Park paid for by OCPRC.

2.6.2.2. **Termination by OCPRC for Default/Breach.** If OCPRC terminates this Agreement for default or breach of the City, then the City shall reimburse OCPRC the amount of the non-depreciated value of Capital Improvement

Projects to the Park, paid for by OCPRC, before the date of the termination notice.

2.6.3. **Disposition of Personal Property Upon Expiration/Termination of Agreement.** Upon expiration or termination of this Agreement, for any reason, each Party shall retain ownership of personal property purchased by them, unless the Parties otherwise agree in writing. "Personal property" does not include buildings, landscaping, plantings, or fixtures.

2.6.4. **Condition of Park Upon Expiration/Termination of Agreement.** Upon the expiration or termination of this Agreement, OCPRC shall cease management and operation of the Park, surrender the Park to the City, and cooperatively work with the City to transfer Park management and operation.

3. **TRANSITION PERIOD.**

3.1. **Transition Period.** This Agreement includes a Transition Period. During the Transition Period, the Parties shall work cooperatively to facilitate the transfer of Park management and operations to OCPRC.

3.2. **Park Information.**

3.2.1. **Grants & Endowments.** Within thirty (30) days of the Effective Date, the City shall provide OCPRC copies of all grant agreements, endowment agreements, or other agreements that impose restrictions and conditions upon the Park and its use.

3.2.2 **Agreements between the City and Third Parties.** Within thirty (30) days of the Effective Date, the City shall provide OCPRC copies of all third party agreements relating to the use, management, or operation of the Park, if any. OCPRC is not under any obligation to assume any third party agreements relating to the management or operation of the Park.

3.3. **Rights and Obligations During the Transition Period.**

3.3.1. **Park Operation and Maintenance During Transition Period.** During the Transition Period, the City shall be responsible to operate and to maintain the Park and to pay for all costs associated therewith, including utilities, if any.

3.3.2. **County Right to Access and Perform Work on the Park.** During the Transition Period, the County may access the Park to perform maintenance, restoration, repairs, and improvements to the Park, mutually agreed to by the Parties in writing.

3.3.3. **Park Inspections.** During the Transition Period, the County shall inspect the infrastructure and conditions of the Park, including but not limited to the condition of utilities and their connections, the parking lot, trees, restrooms, pavilions, playground equipment, trails and pathways. The inspection shall be codified in a document to illustrate the condition of the Park at the end of the Transition Period.

3.3.4. **Park Planning.** During the Transition Period, the County shall do the following with respect to the Park : (1) assume primary responsibility for the Park planning, (2) regularly consult with the City about such planning, and (3) organize at least two (2) community forums in the City during the Transition Period to hear suggestions from City residents.

3.3.5. **Park Programming.** During the Transition Period, OCPRC may organize and host

mutually agreed upon recreation programs, events, volunteer activities, and other activities at the Park.

3.4. **Environmental Condition of the Park.**

3.4.1. **Environmental Assessments.** During the Transition Period, OCPRC shall examine the Park and perform a Phase I Environmental Site Assessment (ESA), at its sole cost, and additional environmental assessments that OCPRC deems necessary, in its sole discretion and at its sole cost.

3.4.2. **Copies of Environmental Assessments.** OCPRC will provide the City with a copy of the Phase I ESA and any other environmental assessments. OCRPC shall take possession of the Park subject to such Phase I ESA and other environmental assessments performed pursuant to this Section.

3.4.3. **Termination Related to Environmental Assessments.** Notwithstanding any other provision, OCPRC may terminate this Agreement prior to the end of the Transition Period, if OCPRC is not satisfied with the condition of the Park as evidenced by the Phase I ESA or other environmental assessments performed pursuant to this Section.

4. **PARK GOVERANCE & OPERATIONS.**

4.1. **Agreement Administration.** The City Mayor or their written designee is the City's Agreement Administrator (hereinafter "the City's Representative"). The OCPRC Director or their successor or their written designee is OCPRC's Agreement Administrator (hereinafter "OCPRC's Representative"). Each Party must notify the other of their written designees.

4.2. **Disputes.** All disputes arising under or relating to the interpretation, performance, or nonperformance of this Agreement involving or affecting the Parties shall first be submitted to the City Representative and the OCRPC Representative for possible resolution. If the City Representative and the OCPRC Representative cannot resolve the dispute, then the dispute shall be submitted to the signatories (or their successors) of this Agreement for possible resolution.

4.3. **Park Management and Operations.** Except as otherwise provided by this Agreement, OCPRC shall manage and operate the Park in a manner consistent with other OCPRC Parks, OCPRC policies, the OCPRC 5-Year Parks and Recreation Master Plan ("OCPRC Master Plan"), and the plans and programs set forth and described herein. The OCPRC Master Plan can be found on the OCPRC website.

4.4. **Park Improvement Projects.** OCPRC shall be responsible to provide and perform (either directly or through third parties) improvements for the Park . This responsibility and the costs associated therewith shall be addressed in the plans and programs set forth and described herein. All Capital Improvement Projects for the Park shall become an integral part of the Park and owned by the City. No Capital Improvement Projects shall occur without the prior written approval of the City's Representative, unless such Capital Improvement Project is included in the CIP.

4.5. **Park Maintenance/Repairs.** The responsibility for, provision of, and costs for Park maintenance and repairs shall be set forth in the Park Operations and Management Plan described in and required by this Section.

4.6. **Park Utilities.** The provision of and costs of utilities for the Park upon the expiration of the Transition Period shall be the responsibility of the County.

4.7. **Park Action Plan for the Park.** By January 31, 2026, OCPRC shall create a Park Action Plan for the Park. The Park Action Plan shall be created pursuant to OCPRC's current policies and procedures. Once drafted, OCPRC shall submit the Park Action Plan to the City Representative for comments and recommendations. The City Representative shall submit its comments and recommendations to the OCPRC Representative within thirty (30) Days of receipt of the Park Action Plan. The OCPRC Representative shall review and consider the City Representative's comments and recommendations and shall endeavor to address all comments and recommendations. The Park Action Plan shall not be approved or implemented by OCPRC without prior written approval by the City Representative. If the City Representative does not respond within the thirty (30) day period, then the City Representative is deemed to have approved the Park Action Plan. Notwithstanding any other provision, if the City Representative does not approve the Park Action Plan by March 31, 2026, OCPRC or City may terminate this Agreement. Such termination shall not be deemed a breach or default of the City. Modifications to the Amendment shall be codified according to the procedure set forth in this Section.

4.8. **Park Operations and Management Plan for the Park.** By January 31, 2026, OCPRC shall create a Park Operations and Management Plan for the Park ("POMP"), addressing Park operations and forecasting Park maintenance projects for a five (5) year period. Except as otherwise provided by this Agreement, the POMP shall be created pursuant to OCPRC's current policies and procedures. Once completed, OCPRC shall submit the POMP to the City Representative for comments and recommendations. The City Representative shall submit its comments and recommendations to the OCPRC Representative within thirty (30) Days of receipt of the POMP. If the City Representative does not respond within the thirty (30) day period, then the City Representative is deemed to have approved the POMP. OCPRC shall review and consider the City Representative's comments and recommendations and shall endeavor to address all comments and recommendations; however, OCPRC is not obligated to incorporate such comments and recommendations into the POMP. After receiving the City Representative's comments and recommendations or passage of the thirty (30) day period (whichever is first), OCPRC shall commence to have the POMP adopted and implemented pursuant to its policies and procedures. Modifications to the POMP shall be codified according to the procedure set forth in this Section.

4.9. **Park Capital Improvement Plan for the Park.** By January 31, 2026, OCPRC shall create a Park Capital Improvement Plan for the Park ("CIP") forecasting Capital Improvement Projects for a five (5) year period. The CIP shall be created pursuant to OCPRC's current policies and procedures and shall be included in OCPRC's annual CIP. Once completed, OCPRC shall submit the CIP, applicable to the Park, to the City Representative for comments and recommendations. The CIP shall not be approved or implemented by OCPRC without prior written approval by the City Representative. The City Representative shall submit its comments and recommendations to the OCPRC Representative within thirty (30) Days of receipt of the CIP ("City CIP Comment Period"). OCPRC shall review and consider the City Representative's comments and recommendations and shall endeavor to address all comments and recommendations; however, OCPRC is not obligated to incorporate such comments and recommendations into the CIP. If the City Representative does not respond within the City CIP Comment

Period, then the City Representative is deemed to have approved the CIP. After receiving the City Representative's written approval of the CIP, OCPRC shall commence to have the CIP adopted and implemented pursuant to its policies and procedures. Notwithstanding any other provision in this Agreement, if the City Representative and OCPRC Representative cannot agree to a CIP within thirty (30) Days after the end of the City CIP Comment Period, then OCPRC or City may proceed under the Dispute Resolution Section of this Agreement, Section 4.2 or terminate this Agreement. If this Agreement is terminated pursuant this Section, the City shall reimburse OCPRC the amount of the non-depreciated value of Capital Improvement Projects to the Park, paid for by OCPRC, up to the date of the termination notice. Modifications to the CIP shall be codified according to the procedure set forth in this Section.

4.10. **Park Access/Parking.** The Parties shall be responsible to determine how Park patrons will access the Park (ingress to and egress from and between the Park and Bloomer Park). This responsibility and the costs associated therewith shall be addressed in the plans and programs set forth and described herein.

4.11. **Endangered Species.** OCPRC acknowledges that the Park or portions thereof may be subject to restrictions or closures, if endangered species are present.

4.12. **Park Rules.** During this Agreement, the Park shall be subject to OCPRC Rules and Regulations and OCPRC policies and procedures.

4.13. **Park Security.** Security for the Park shall be provided by the OCPRC at its sole expense.

4.14. **Signs.** OCPRC shall be responsible for and may erect signs to identify the Park and features/structures located therein and to erect other signs that are typical and/or necessary at a public park of this nature. OCPRC shall be required to comply with the City's ordinance requirements regarding the design and placement of any new signs, unless otherwise agreed to by the City. OCPRC shall be responsible for the cost of signs it erects. OCPRC and the City shall jointly discuss signage standards during the Transition Period to ensure smooth public access to both properties and reduce public confusion. Signage standards shall be documented in the POMP.

4.15. **Volunteers.** OCPRC may use volunteers at the Park in various capacities, including existing volunteers and volunteer groups. All OCPRC volunteers providing volunteer service at the Park shall become part of OCPRC's volunteer program.

4.16. **Sponsorship of Events/Programs at the Park by Third Parties.** Without approval from the City, OCPRC may solicit or accept sponsorship of events/programs at the Park by third-parties, pursuant to the OCPRC's policies and procedures.

4.17. **Use of the Park by Third Parties.** Notwithstanding any other provision in this Agreement, OCPRC may license use of the Park to third parties for events or programs, without approval from and notification from the City. OCRPC shall allow such use via written agreement with the third party, pursuant to OCPRC policies and procedures. To avoid scheduling conflicts at the Park, all third parties desiring to use the Park for events or programs shall schedule such use through OCPRC.

4.18. **Use of the Park by the City.** The City may use the Park for City-sponsored events or programs with written approval from OCPRC subject to OCPRC Rules. To avoid scheduling conflicts at the Park, the City shall reserve use of the Park for its events or programs, through the OCPRC. The City shall be responsible for all costs associated

with the setup, operation, and cleanup of such approved events or programs.

5. **PARK FINANCES.**

5.1. **Initial OCPRC Investment.** Within thirty (30) Days of the date the Transition Period ends, the County shall pay the City four million dollars ($4,000,000.00), for non-depreciated value of capital improvements made by the City for City parks prior to the execution of this Agreement.

5.2. **Establishment of Fees & Charges.** OCPRC shall establish all Park Fees and Charges for the Park.

5.3. **Park Revenue.** Subject to applicable law, all Park Revenue for a park shall be paid to the Party operating that park and shall be deemed revenue of the Party operating that park.

5.4. **Park Grants.** The Parties shall use their best efforts to work together to secure grant funding for expansion, development, improvements, operation, and maintenance for the Park. OCPRC and the City shall work together to apply for and manage grants related to the Park.

6. **ASSURANCES/LIABILITY/INSURANCE**.

6.1. **Title to the Park.** The City warrants that it has fee simple title to the Park and the authority to enter into this Agreement. The City, at its sole expense, shall defend (including payment of attorney fees) OCPRC against any Claim challenging the City's right to execute this Agreement or OCPRC's use of the Park as set forth herein.

6.2. **Liability for Claims.** Except as otherwise provided herein, each Party shall be responsible for any Claims made against that Party by a third-party and for the acts or omissions of its agents, employees, volunteers, officers, or officials arising under or related to this Agreement.

6.3. **Liability for Claims Prior to the Agreement Effective Date.** To the extent provided by law, the City shall be solely responsible for and shall defend (including payment of attorney fees) OCPRC against, at the City's sole expense, any Claim that occurred prior to the Effective Date or that was incurred but not reported prior to the Effective Date.

6.4. **Liability for Environmental Matters.** Notwithstanding any other provision, OCRPC shall not be responsible to perform or pay for remediation or clean-up of any environmental contamination on or around the Park, which existed on the Park prior to the Effective Date and/or discovered by the Phase I ESA or any other environmental assessments performed pursuant to this Section 3.

6.5. **Legal Representation.** Except as provided herein, each Party shall seek its own legal representation and bear the costs associated with such representation, including judgments and attorney fees, for any Claim that may arise from the performance of this Agreement.

6.6. **Responsibility for Costs/Fines/Fees.** Each Party shall be solely responsible for all costs, fines and fees associated with any acts or omissions by its employees, volunteers, officers, or officials arising under or related to this Agreement.

6.7. **No Indemnification/Reimbursement.** Except as otherwise provided for in this Agreement, neither Party shall have any right under this Agreement or under any other legal principle to be indemnified or reimbursed by the other Party or any of its agents in connection with any Claim.

6.8. **Governmental Function/Reservation of Rights.** Performance of this Agreement is a

governmental function and government service. This Agreement does not, and is not intended to, impair, divest, delegate, or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty, or immunity of the Parties. Nothing in this Agreement shall be construed as a waiver of governmental immunity.

6.9. **Limitation of Liability.** In no event shall either Party be liable to the other Party or any other person, for any consequential, incidental, direct, indirect, special, and punitive or other damages arising out of this Agreement.

6.10. **Insurance.**

6.10.1. Except for the insurance set forth in Section 6.10.2 and Section 6.10.3, this Agreement does not require either Party to obtain insurance to cover loss exposures associated with this Agreement and the Park. Each Party is solely responsible to determine whether it will obtain insurance, and in what amounts, to cover loss exposures associated with this Agreement and the Park.

6.10.2. If a Party purchases a special event insurance policy for use of the Park, for whatever reason, then the Party shall name the other Party and its boards, commissions, elected and appointed officers/officials, employees, and volunteers as "additional insureds" on such policy.

6.10.3. The City, at its sole cost, shall obtain real property insurance or self-insurance for existing buildings and structures located on the Park and for any future buildings and structures located on the Park whether built by the City or OCPRC. If a building or structure that is covered by the City's real property insurance is damaged or destroyed, the City shall repair or replace the building or structure in a timely manner.

6.11. **Waste.** Neither Party shall commit or allow to be committed any waste or nuisance on or at the Park and will not use or allow the Park to be used, for any unlawful purpose.

6.12. **Compliance with Laws.**

6.12.1. The Parties shall comply with all applicable federal, state, or local laws, regulations, rules, and ordinances related to the operation, management, planning, maintenance, and improvement of the Park. OCPRC shall obtain any necessary permits regarding its use of the Park.

6.12.2. The Parties acknowledges that any violations of the federal, state, or local regulations or convictions of any resource violations may be considered a default of this Agreement and may terminate this Agreement, as provided herein.

6.13. **Authorization.** The Parties have taken all actions and secured all approvals necessary to authorize and complete this Agreement. The persons signing this Agreement on behalf of each Party have legal authority to sign this Agreement and bind the Parties to the terms and conditions contained herein.

7. **GENERAL TERMS AND CONDITIONS.**

7.1. **No Interest in the Park.** Through this Agreement, OCPRC shall have no title interest in and/or to the Park or any portion thereof and has not, does not, and will not claim any such title or any easement over the Park.

7.2. **Delegation or Assignment**. Neither Party shall delegate or assign any obligations or rights under this Agreement without the prior written consent of the other Party. For purposes of this Section, consent for the County shall be given by the OCPRC Director or his/her successor and consent for the City shall be given by the City Representative.

7.3. **No Employee-Employer Relationship**. Nothing in this Agreement shall be construed as creating an employer-employee relationship between County and the City.

7.4. **No Third Party Beneficiaries**. Except as provided for the benefit of the Parties, this Agreement does not and is not intended to create any obligation, duty, promise, contractual right or benefit, right to indemnification, right to subrogation, and/or any other right in favor of any other person or entity.

7.5. **No Implied Waiver**. Absent a written waiver, no act, failure, or delay by a Party to pursue or enforce any rights or remedies under this Agreement shall constitute a waiver of those rights with regard to any existing or subsequent breach of this Agreement. No waiver of any term, condition, or provision of this Agreement, whether by conduct or otherwise, in one or more instances shall be deemed or construed as a continuing waiver of any term, condition, or provision of this Agreement. No waiver by either Party shall subsequently affect its right to require strict performance of this Agreement.

7.6. **Severability**. If a court of competent jurisdiction finds a term or condition of this Agreement to be illegal or invalid, then the term or condition shall be deemed severed from this Agreement. All other terms, conditions, and provisions of this Agreement shall remain in full force.

7.7. **Captions**. The section and subsection numbers, captions, and any index to such sections and subsections contained in this Agreement are intended for the convenience of the reader and are not intended to have any substantive meaning. The numbers, captions, and indexes shall not be interpreted or be considered as part of this Agreement. Any use of the singular or plural, any reference to gender, and any use of the nominative, objective or possessive case in this Agreement shall be deemed the appropriate plurality, gender or possession as the context requires.

7.8. **Force Majeure**. Notwithstanding any other term or provision of this Agreement, neither Party shall be liable to the other for any failure of performance hereunder if such failure is due to any cause beyond the reasonable control of that Party and that Party cannot reasonably accommodate or mitigate the effects of any such cause. Such cause shall include, without limitation, acts of God, floods, fire, explosion, vandalism, national emergencies, insurrections, riots, wars, strikes, lockouts, work stoppages, other labor difficulties, or any law, order, regulation, direction, action, or request of the United States government or of any other government. Reasonable notice shall be given to the affected Party of any such event.

7.9. **Notices**. Notices given under this Agreement shall be in writing and shall be personally delivered, sent by express delivery service, certified mail, or first class U.S. mail postage prepaid, and addressed to the person listed below. Notice will be deemed given on the date when one of the following first occur: (i) the date of actual receipt; (ii) the next business day when notice is sent express delivery service or personal delivery; or (iii) three days after mailing certified U.S. mail.

7.9.1. If Notice is sent to County, it shall be addressed and sent to: OCPRC Director, 2800 Watkins Lake Road, Waterford, Michigan 48328 and the Chairperson of the

Oakland County Board of Commissioners, 1200 North Telegraph Road, Pontiac, Michigan 48341.

7.9.2. If Notice is sent to the City, it shall be addressed and sent to Clerk, City of Rochester Hills, 1000 Rochester Hills Drive, Rochester Hills, MI 48309 and

7.9.3. Either Party may change the individual to whom Notice is sent and/or the mailing address by notifying the other Party in writing of the change.

7.10. **Governing Law/Consent To Jurisdiction And Venue**. This Agreement shall be governed, interpreted, and enforced by the laws of the State of Michigan. Except as otherwise required by law or court rule, any action brought to enforce, interpret, or decide any Claim arising under or related to this Agreement shall be brought in the 6th Judicial Circuit Court of the State of Michigan, the 52nd District Court of the State of Michigan, or the United States District Court for the Eastern District of Michigan, Southern Division, as dictated by the applicable jurisdiction of the court. Except as otherwise required by law or court rule, venue is proper in the courts set forth above.

7.11. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original agreement, but all of which together shall constitute one Agreement. Copies (photo, fax, or electronic) of signatures to this Agreement will be deemed originals and may be relied on to the same extent as originals.

7.12. **Entire Agreement**. This Agreement represents the entire agreement and understanding between the Parties regarding the maintenance, operation, and management of the Park. This Agreement supersede all other oral or written agreements between the Parties regarding that subject matter. The language of this Agreement shall be construed as a whole according to its fair meaning and not construed strictly for or against any Party.

IN WITNESS WHEREOF, **[INSERT NAME]** has been authorized by a resolution of the City, to execute this Agreement.

EXECUTED: _____ DATE:_____
Bryan K. Barnett
Mayor, City of Rochester Hills

WITNESSED:_____ DATE:_____

IN WITNESS WHEREOF, David T. Woodward, Chairperson, Oakland County Board of Commissioners, has been authorized by a resolution of the Oakland County Board of Commissioners to execute this Agreement.

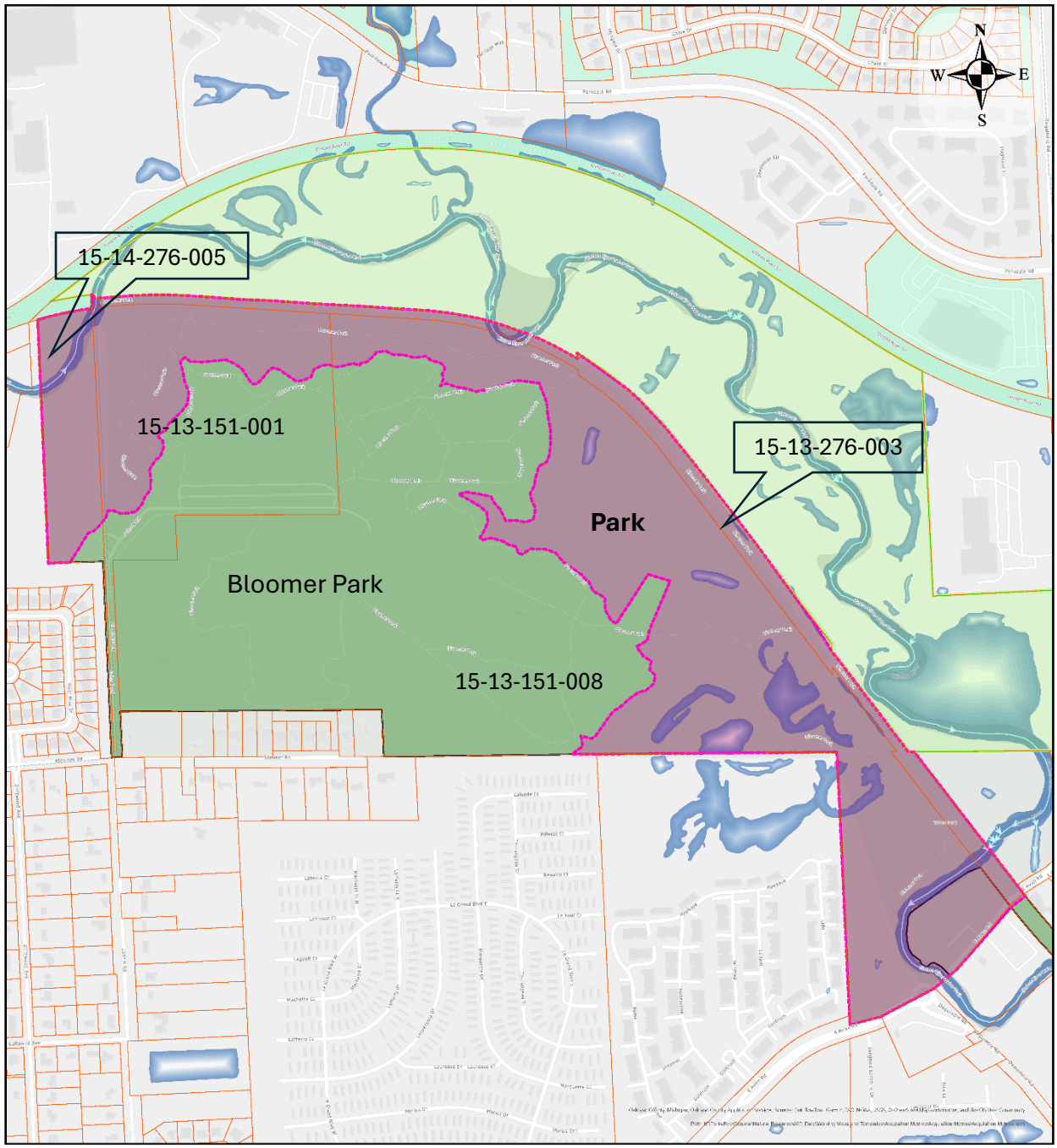
EXECUTED: _____ DATE: _____
David T. Woodward, Chairperson
Oakland County Board of Commissioners

WITNESSED: _____ DATE: _____

EXECUTED: _____ DATE: _____
Ebony Bagley Chairperson
Oakland County Parks and Recreation Commission

WITNESSED: _____ DATE: _____

EXHIBIT A



Park is comprised of approximately 108 acres in the City of Rochester Hills. The Parties agree that during the Transition Period OCPRC will engage and pay for a civil engineer to conduct an ALTA survey and create a legal description for the boundary line of the Park. The City and OCPRC shall mutually agree to such survey and legal description, which shall be in accordance with the above diagram. Once the Parties mutually agree to such survey and legal description, it shall be codified as an amendment to this Agreement. The parcel numbers on the above diagram are for reference only and do not relate to the boundary line of the Park.