

## EMPLOYMENT AGREEMENT

This Employment Agreement is made and entered into this 21<sup>st</sup> day of July, 2021 effective July 5, 2021, by the MID-MICHIGAN DISTRICT HEALTH DEPARTMENT BOARD OF HEALTH (“the **Board**”) and MARI (LIZ) JOHN BRADDOCK (“the **Employee**”).

1. Employment

In accordance with the terms of this Employment Agreement, the **Board** employs the **Employee** as the Health Officer for the Mid-Michigan District Health Department.

2. Term of Employment

Both parties recognize that the **Employee’s** employment in the position of Health Officer shall be completely at the will and pleasure of the **Board**. The **Employee** and this Employment Agreement may be terminated by a vote of five of the six sitting members of the **Board**, with or without cause.

3. Education, Training and Certification

The **Employee** represents that they have all the education, training and certification that may be required for the position of Health Officer.

4. Compensation

The **Employee** shall be compensated at start step of the Health Officer’s wage band on a bi-weekly basis based upon the wage band established by the **Board** of Health. **Employee** will advance to step one of the Health Officer’s wage band after successful completion of six months and annual step increases from six months completion date thereafter. Any changes in compensation during the term of the contract will be consistent with non-union wage adjustments. A performance review of **Employee** will be completed by the **Board** after six months and after a year in role and annually thereafter.

5. Fringe Benefits

All fringe benefits earned by **Employee** from original hire date as Environmental Health Division Director will carry forward as Health Officer. The Health Officer shall receive the following fringe benefits:

- a) Health, dental, and life insurance equivalent to the benefits provided by the Department to non-unionized personnel
- b) Bereavement leave pay and sick leave pay benefits equivalent to the benefits provided by the Department to non-unionized personnel
- c) Vacation leave equivalent to the benefit provided by the Department to non-unionized personnel. The accrual of such vacation leave shall be calculated in the same manner as the method used for the Department’s non-unionized personnel and the maximum accumulation of such leave shall also be calculated in the same manner as the method used for the Department’s non-unionized personnel
- d) Personal leave each year equivalent to the benefit provided by the Department to non-unionized personnel

- e) Mileage, travel, meals, and lodging reimbursement equivalent to the benefits provided by the Department to non-unionized personnel
- f) Pension:
  - i) Program: Michigan Employees Retirement System Benefit B-3
  - ii) Benefit: 2.25% of the member's final average compensation multiplied by years and months of credited service, but not to exceed 80% of the member's final average compensation
  - iii) Final Average Compensation: Average of the highest 60 consecutive months of earnings
  - iv) Employee Contribution: 3% of wages
  - v) Vesting: 10 years, retirement age 60
- g) Professional dues and subscriptions. The **Board** agrees, within budget limitations, and subject to the **Board's** approval, to pay for the professional dues and subscriptions of the **Employee** necessary for the **Employee's** continuation and full participation in national, state, regional, and local associations necessary and desirable for the **Employee's** continued professional participation, growth, and advancement, and for the good of the Department.
- h) Professional committees, conferences, and trainings. Consistent with the job description, the **Employee** may attend professional meetings, conferences, and trainings. Reasonable expenses for such professional in-State travel attended by the Health Officer will be paid by the department. Payment for out-of-state professional travel is subject to **Board** approval. A summary of attendance at professional committees, conferences, and trainings shall be included in the Health Officer's report to the **Board**.

#### 6. Notice of Termination

The **Board** reserves the right to terminate this Employment Agreement and to end the **Employee's** employment with or without cause of any nature to the **Employee**. If the **Board** gives less than sixty (60) days' notice that it intends to terminate this Employment Agreement and the **Employee's** employment, it will pay to the **Employee** the difference, if any, between sixty (60) days' pay at the **Employee's** then current salary and the salary amount attributable to the notice actually given to the **Employee**. Sixty (60) days of continued health insurance coverage will be granted unless the **Board** terminates for just cause.

In the event termination of this Employment Agreement is initiated by the **Employee**, the **Employee** shall provide sixty (60) days' written notice to the **Board**. The **Employee's** failure to do so shall result in the forfeiture of any accumulated vacation pay.

#### 7. Return of Property

Upon termination of employment, the **Employee** shall immediately return all Department documents, correspondence, files, papers, or property of any kind which the **Employee** may have in his possession or control.

8. Supplemental Employment

The **Employee** must receive written approval of the **Board** before engaging in outside or supplemental employment. In no case shall outside or supplemental employment conflict with or impair the **Employee's** responsibilities to the **Board**.

9. Job Duties

The **Employee** shall perform all duties as required by the **Board** and outlined in the **Employee's** job description. The **Employee** agrees that at all times they will, faithfully and to the best of their ability, experience, and talents, perform all the duties that may be required of them. The **Employee** shall report to the **Board** and/or such other representative as may be designated by the **Board**.

10. Insurance

The **Employee** shall be covered by the **Board's** existing general liability insurance policy.

11. Compliance With the Law

The **Employee** shall perform all of their duties and obligations in complete compliance with all applicable Federal, State, and local laws, ordinances, rules, and regulations, and shall adhere to all of the **Board's** policies and procedures.

12. Invalid Provisions

If any provision of this Employment Agreement is held to be invalid by a court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby.

13. Modification of Agreement

This Employment Agreement may be modified only by the mutual written consent of both parties.

14. Complete Agreement

This Employment Agreement shall supercede any and all prior contractual arrangements between the parties and shall serve as the sole basis for the **Employee's** employment.

15. Authorization To Enter into Agreement

This Employment Agreement has been approved by the **Board** on July 21, 2021, approving its terms and authorizing the **Board's** Chairperson to sign it on the **Board's** behalf. A copy of the Minutes of the Regular **Board** Meeting held July 21, 2021, is attached and incorporated by reference.

16. Expiration of Agreement


This Employment Agreement shall expire and terminate at 11:59 p.m., September 30, 2022.

**MID-MICHIGAN DISTRICT HEALTH DEPARTMENT  
BOARD OF HEALTH**

Dated: July 21, 2021

By:   
Bruce DeLong, Chairperson  
"Board"

Dated: July 21, 2021

By:   
Mari (Liz) John Braddock  
Health Officer  
"Employee"

**Health Officer Wage Band**

**Current Wage Band Effective October 1, 2020 through September 30, 2021 (1.25% increase):**

6-Month Demonstration Period	Step 1	Step 2	Step 3	Step 4	Step 5
\$47.16	\$48.80	\$50.44	\$52.09	\$53.74	\$55.38

**Wage Band Effective October 1, 2021 through September 30, 2022 – Follow non-union wage adjustment when determined.**