

*ORIGINAL FOR  
EXECUTION*

**AGREEMENT**

**Between**

**COUNTY OF INGHAM**

**and**

**THIRTIETH JUDICIAL CIRCUIT COURT**

**and**

**INGHAM COUNTY EMPLOYEES' ASSOCIATION**

**FOC PARKS CREW LEADERS**

**January 1, 2009 through December 31, 2011**

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## AGREEMENT

THIS AGREEMENT is entered into this 23rd day of June, A.D., 2009, between the COUNTY OF INGHAM, a municipal body corporate of the State of Michigan, and the THIRTIETH JUDICIAL CIRCUIT COURT, FRIEND OF THE COURT DIVISION, hereinafter referred to as the "EMPLOYER", and the INGHAM COUNTY EMPLOYEES ASSOCIATION, hereinafter referred to as the "ASSOCIATION".

THIS AGREEMENT shall remain in force and effect commencing the 1<sup>st</sup> day of January, 2009, through the 31<sup>st</sup> day of December, 2011.

## ARTICLE 1

### NON-DISCRIMINATION

**Section 1. Employer's Pledge.** The EMPLOYER, while engaging in hiring, promoting, advancing, or assigning to jobs, or any other term or condition of employment, agrees not to discriminate because of race, height, weight, age, color, national origin, religious affiliation, sex, sexual orientation, marital status, membership, or activity on behalf of the ASSOCIATION, or participation in the grievance procedure.

**Section 2. Association's Pledge.** The ASSOCIATION agrees that, with regard to membership, representation, or ASSOCIATION activity, it will not discriminate for any of the reasons set forth above.

**Section 3. Gender.** References to the feminine gender may refer to the masculine gender or vice versa.

**Section 4.** Nothing in this Agreement shall be construed to limit the EMPLOYER'S ability to comply with State or Federal civil rights requirements, including compliance with any accommodations requirements under the Michigan Persons With Disabilities Civil Rights or the Americans With Disabilities Act; and/or any State or Federal judicial or administrative orders directing compliance with an applicable State or Federal civil rights law or regulation.

## ARTICLE 2

### RECOGNITION

**Section 1. Unit Recognition.** The EMPLOYER hereby recognizes the ASSOCIATION, pursuant to Case No. R07 K-113 of the Employment Relations Commission, State of Michigan, Department of Labor, in the Unit described below, as the exclusive representative for the purpose of collective bargaining and, pursuant to Sections 11 and 12 of Act 336 of the Public Acts of 1947, as amended, said ASSOCIATION is the exclusive representative of all of the employees in such unit for the purposes of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment:

- A. Unit Description. All employees classified as Friend of the Court Parks Crew Leaders and excluding all others including, but not limited to, supervisors, confidential, executives, seasonal, and casual employees.

**Section 2. Other Agreements.** The EMPLOYER agrees that during the life of this Agreement it will not enter into any agreement with employees individually or collectively which conflicts with or are contrary to the terms of this Agreement without negotiating with the ASSOCIATION.



## ARTICLE 3

### SENIORITY

**Section 1. Definition of Seniority.** Seniority shall be defined as the cumulative total of hours worked with this EMPLOYER commencing from his/her first date of hire into a position in this bargaining unit. Service is defined as that time actually spent on the active payroll of the EMPLOYER in a bargaining unit position, unless otherwise provided in this Agreement. The application of seniority shall be limited as applied to the terms and conditions contained in this Agreement. Employees shall be placed on the seniority list in order of the cumulative total of hours worked.

**Section 2. Loss of Seniority/Employment.** An employee shall lose his/her seniority and job for any of the following reasons:

- A. He/she voluntarily resigns.
- B. He/she is discharged and is not reinstated.
- C. He/she retires.
- D. He/she is laid off for a period greater than their seniority, but not to exceed twelve (12) months.
- E. He/she fails to return to work upon recall from layoff.
- F. He/she fails to return to work after expiration of leave of absence.
- G. He/she makes an intentionally false statement on his/her employment application or on any application for leave of absence or on any other employment record or form.
- H. He/she is absent from work for twenty-four (24) consecutive hours without notification to the EMPLOYER and is without an acceptable excuse for not notifying the EMPLOYER.

**Section 3.** The EMPLOYER shall prepare and maintain a seniority list which shall list the name, anniversary date, and seniority hours of each employee with seniority status. The EMPLOYER shall submit the seniority list to the ASSOCIATION Treasurer and ASSOCIATION Attorney on a quarterly basis.

**Section 4. Layoff.** In the event that a reduction in the workforce is made, layoff shall be determined by seniority within the classification. Employees to be laid off shall receive ten (10) calendar days notice of layoff. It shall be at the sole discretion of the EMPLOYER to determine whether layoffs occur.

**Section 5. Recall.** If there is more than one employee in the position that is being recalled, then the last employee laid off shall be the first employee recalled.

**Section 6. Notice of Recall.** Notice of recall shall be sent to the employees at their last known address by regular mail. A copy of the notice shall simultaneously be sent to the ASSOCIATION Local President. If an employee fails to provide the EMPLOYER written notice of his/her intent to return to County employment within five (5) working days or fails to report for work within fourteen (14) calendar days from receipt of the notice of recall, he/she shall be considered to have resigned from his/her employment.

- A. An employee that fails to report to work within seven (7) calendar days of when the notice was sent shall be considered to have resigned from his/her employment.
- B. Employees on layoff shall notify the Human Resources Department of their current address within seventy-two (72) hours of layoff and immediately subsequent thereto of any change of address in order to afford the Human Resources Department the ability to notify said employee of recall. Failure to do so by the employee shall constitute a waiver by the employee of the employee's right to recall. The EMPLOYER will also send notice of the recall to the ASSOCIATION attorney by regular mail.

**Section 7. Seniority.** Employees on layoff retain accrued seniority and continue to accumulate seniority at the time of layoff for a period equal to the employee's seniority not to exceed twelve (12) calendar months from the effective date of the layoff. After that period, seniority is lost. Continuous service shall not be interrupted by a leave of absence granted pursuant to the provisions of this Agreement.

#### ARTICLE 4

#### DISCHARGE AND DISCIPLINE

**Section 1.** The EMPLOYER or its designee reserves the right to discipline and discharge for just cause.

**Section 2.** Discipline will be of a progressive nature except nothing shall prevent the EMPLOYER from taking immediate and appropriate disciplinary action should it be required by the circumstances.

**Section 3.** Disciplinary action will be taken for just cause. In the event of disciplinary action taken, the EMPLOYER shall provide a letter explaining why said action is being imposed.

**Section 4.** The EMPLOYER agrees, upon the discharge or suspension of an employee, to notify the employee and his/her ASSOCIATION representative in writing of the discharge or suspension. The written notice shall contain the reasons for the discharge or suspension. Should the discharged or suspended employee consider the discharge or suspension to be improper, it shall be submitted to the grievance procedure. The above does not apply to probationary employees. An ASSOCIATION representative may be present if requested by the employee and if available when any disciplinary time off or discharge is issued by an EMPLOYER representative. The discharged or disciplined employee, if required to leave the premises of the EMPLOYER, will be allowed to confer with the ASSOCIATION representative for thirty (30) minutes before doing so. For the purpose of this Article, "ASSOCIATION representative" will mean the Local President or other Local officer.

**Section 5.** This Article does not apply to probationary employees, who are at-will and may be disciplined or discharged with or without cause.

## ARTICLE 5

### GRIEVANCE PROCEDURE

**Section 1.** A grievance is defined as a claim, reasonably and sensibly founded, of a violation of this Agreement. Any grievance filed shall refer to the specific provision alleged to have been violated, and shall adequately set forth the facts pertaining to the alleged violation and shall state the requested remedy. All grievances shall be commenced within five (5) days after the grievance has been known or shall reasonably have been known by the employee. Any claims not conforming to the provisions of this definition shall be automatically defined as not constituting a valid grievance.

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

**Step 1:** The grievance shall be reduced to writing and signed by the employee and the Local President and presented to the employee's immediate supervisor, the Park Manager, within said five (5) work day period, requesting that the grievance be adjusted. The respective Park Manager will meet with the employee to discuss the grievance and will respond to said grievance within five (5) work days of said meeting. The employee shall suffer no loss of pay for the time spent with the Park Manager to discuss the grievance.

**Step 2:** If the answer of the Park Manager received in Step 1 is not satisfactory to the employee, he/she shall, within five (5) days of the receipt of the answer to Step 1, submit the grievance to the Director of Parks or his/her designee. The Director of Parks or his/her designee will meet with the employee and the Local President to

discuss the grievance and will attempt to respond to said grievance within five (5) days of said meeting. Twenty-four (24) hours notice will be given in advance of said meeting. The employee and Local President shall suffer no loss of pay for the time spent with the Director of Parks or his/her designee to discuss the grievance.

**Step 3:** If the answer of the Director of Parks or his/her designee received in Step 2 is not satisfactory to the employee, he/she shall, within five (5) days of the receipt of the answer to Step 2, submit the grievance in writing to the Ingham County Human Resources Director or his/her designee. The Human Resources Director, Director of Parks, affected employee, and an ASSOCIATION representative shall meet within seven (7) work days after the Human Resources Director's receipt of the grievance. Twenty-four (24) hours notice will be given in advance of said meeting. The employee and Local President, if present, shall suffer no loss of pay for the time spent with the Human Resources Director to discuss the grievance. At this meeting, the Human Resources Director or his/her designee will review the facts as they relate to the interpretation and application of this Agreement. The Human Resources Director or his/her designee shall reply with his/her decision, in writing, no later than five (5) days following said meeting.

**Step 4:** If the grievance has not been settled at Step 3, the ASSOCIATION may submit the grievance to arbitration with the Michigan Employment Relations Commission (MERC) in accordance with its rules, provided that the grievance is submitted to the MERC within thirty (30) calendar days after service of the Step 3 answer. The ASSOCIATION shall provide the EMPLOYER with a copy of any grievance submitted to the MERC. If the grievance has not been submitted to arbitration within said thirty (30) calendar day period, it shall be considered as withdrawn.

The arbitrator shall have no authority to add to, subtract from, or modify the terms of this Agreement or establish or modify wage rates. The arbitrator's decision shall be final and binding on the ASSOCIATION, its members, the employee or employees involved, and the EMPLOYER.

If the grievance is denied, the ASSOCIATION shall pay the expenses and fees of the arbitrator and the MERC. If the grievance is granted, the EMPLOYER shall pay the expenses and fees of the arbitrator and the MERC. If the grievance is denied in part and granted in part, the expenses and fees of the arbitrator and the MERC shall be shared equally by the EMPLOYER and the ASSOCIATION. If there is a dispute as to whether a grievance is denied or granted, the parties shall refer this issue to the arbitrator for a ruling.

**Section 3.** For the purpose of the grievance procedure, a "day" shall mean Monday through Friday, excluding holidays, and shall not include the day on which a grievance is presented or appealed by the employee or is answered by the EMPLOYER.

- A. Any time limit listed in the grievance procedure may be extended by mutual agreement of the parties.
- B. A grievance presented at any step shall be dated and signed by the employee presenting it; any answer given by the EMPLOYER to the employee shall be dated and signed by the EMPLOYER.
- C. Any grievance not appealed by the employee within the time limits shall be deemed settled on the basis of the EMPLOYER's last answer.
- D. For the purpose of grievance processing only, employees shall have access to office equipment (*i.e.*, phones, fax, copier, etc.) upon prior approval of a supervisor. This privilege shall not be abused.

**Section 4. Election of Remedies.** When remedies are available for any complaint and/or grievance of an employee through any administrative or statutory scheme or procedure such as, but not limited to, a Veteran's Preference Hearing pursuant to Act 305 of the Public Acts of 1897, *et seq.*, or any federal law pertaining thereto, and/or civil rights matters pursuant to Act 453 of the Public Acts of 1976, or any federal law pertaining thereto, in addition to the grievance procedure provided under this contract, and the ASSOCIATION or employee elects to utilize the statutory or administrative remedy, the ASSOCIATION and affected employee shall not process the complaint through any grievance procedure provided for in this contract.

If any employee elects to use the grievance procedure provided for under this contract and the ASSOCIATION or employee subsequently elects to utilize a statutory remedy, then the grievance shall be deemed to have been withdrawn and the grievance procedure provided for hereunder shall not be applicable.

**Section 5.** Grievances may be filed at Step 3 in cases involving loss of pay.

## ARTICLE 6

### ASSOCIATION RIGHTS

**Section 1. Bulletin Boards.** The EMPLOYER shall provide an ICEA bulletin board for the exclusive use of the ASSOCIATION.

The postings shall be limited to notices regarding the following: ASSOCIATION meetings, social affairs, elections, and results thereof. Postings may also include MIOSA or OSHA notices. No political literature shall be posted. All notices shall be

signed, dated, and posted by the Local President. Any notice not dated, signed, or posted by the Local President may be immediately removed by the Director of Parks or his/her designee.

**Section 2. Local Officers.** The ASSOCIATION shall provide the EMPLOYER or its designee with a written list of its Local Officers upon execution of this Agreement and any subsequent changes in this list shall be provided to the EMPLOYER or its designee within seven (7) days from the date of said change.

**Section 3. Copy Distribution.** The EMPLOYER agrees to provide each current bargaining unit member and all future bargaining unit members with a copy of this Agreement and additions thereto. The EMPLOYER and the ASSOCIATION shall split the cost of duplicating this Agreement. Each bargaining unit member shall be provided with a copy of a newly-ratified Agreement as soon as possible.

**Section 4. Special Meetings.** The EMPLOYER and the ASSOCIATION shall meet and confer on matters of mutual concern upon the request of either party. Such discussions will be for the purpose of meeting or responding to significant changes that affect the bargaining unit, but such discussions shall not be for the purpose of conducting continuing bargaining negotiations. The parties shall not be required to meet in special conferences more than one (1) time every two (2) months. The conference shall be held at a mutually agreeable time and place. The designated ASSOCIATION employee representative shall be paid, if scheduled to work.

**Section 5. Bargaining Committee.** The EMPLOYER hereby recognizes a bargaining committee composed of one (1) person. The ASSOCIATION may additionally have non-employee representative(s) as a part of the Committee. The bargaining committee's sole function shall be to meet with the EMPLOYER representatives for the purpose of negotiating a new Agreement. Negotiating sessions which are held during working hours shall not result in a loss of pay for the bargaining committee member. It is understood that the ASSOCIATION and the EMPLOYER may bring in additional personnel to address certain areas of concern and/or expertise during the collective bargaining process, if it is mutually agreed upon.

**Section 6. Correspondence.** A copy of all business correspondence from the ICEA Attorney, or from his/her office, addressed to any County department head, elected official, or manager, shall be sent to the County Attorney and Human Resources Director. In addition, the EMPLOYER agrees to provide to the ASSOCIATION, quarterly, the names and addresses of all employees represented by the ASSOCIATION.

## ARTICLE 7

### ASSOCIATION SECURITY AND CHECKOFF

**Section 1.** The EMPLOYER will not discriminate against any employee because of membership in the ASSOCIATION.

**Section 2.** Upon completion of the probationary period, membership in the ASSOCIATION or compliance with payment of representation fees shall be a condition of continued employment. The EMPLOYER agrees to withhold ASSOCIATION dues or ASSOCIATION service fees to become effective the month following the employee's successful completion of the probationary period.

**Section 3. Agency Shop.** During the life of this contract, the EMPLOYER agrees to withhold from the salary of each individual employee in the bargaining unit who becomes a member the ASSOCIATION'S dues, subject to all of the following conditions:

- A. The ASSOCIATION shall obtain from each of its members a completed authorization form which shall conform to the respective state and federal law(s) concerning that subject, or any interpretation(s) thereof.
- B. All check-off authorization forms shall be filed with the EMPLOYER'S Director of Human Resources, who may return any incomplete or incorrectly completed form to the ASSOCIATION's Treasurer, and no check off shall be made until such deficiency is corrected.
- C. All employees who do not voluntarily choose membership in the ASSOCIATION shall have withheld from their wages a representation fee (which may be less than dues), upon receipt by the EMPLOYER of a signed, written card, and which sum shall accurately represent the amount due the ASSOCIATION as their fair share of costs attributable to negotiating the terms of this Agreement and servicing the contract, which sum shall not include, by way of example but not by way of limitation, state, national, or other dues and assessments, or other amounts for other ASSOCIATION activities.
- D. The EMPLOYER'S remittance shall be deemed correct if the ASSOCIATION does not give written notice to the Human Resources Director within two (2) calendar weeks after remittance is transmitted of its belief, with reason(s) stated therefore, that the remittance is incorrect.
- E. The ASSOCIATION shall provide at least thirty (30) days written notice to the Human Resources Director of the amount of ASSOCIATION dues and/or service fees to be withheld from the wages of employees in accordance with this Article. Any changes in the amounts determined will

also be provided to the Human Resources Director at least thirty (30) days prior to its implementation. New withholding forms shall be submitted to the EMPLOYER in the event that an increase in the ASSOCIATION dues or service fee is made.

- F. The ASSOCIATION agrees to defend, indemnify, and save the EMPLOYER harmless against any and all claims, suits, or other forms of liability arising out of its withholding from an employee's pay of ASSOCIATION dues, and/or service fees, or in reliance upon any list, notice, certification, or authorization furnished under this Article, including the termination of employment as provided under the Agency Shop provision.

**Section 4. Continued Employment.** The ASSOCIATION shall notify an employee who has not paid his/her dues or service fee by certified mail, with a copy to the EMPLOYER. If said employee does not pay the dues or service fee within thirty (30) days after said notice is received, the ASSOCIATION shall notify the EMPLOYER by certified mail of this omission. Fifteen (15) days after receipt of notification by the EMPLOYER, the EMPLOYER shall terminate said employee.

**Section 5. Notice of New Hires.** The EMPLOYER will provide notice to the ASSOCIATION of any new hires, rehires, or reinstated employees into the ASSOCIATION's bargaining unit. The EMPLOYER will provide an ASSOCIATION representative the opportunity to meet with new employees at the weekly new hire orientation session.

## ARTICLE 8

### HEALTH AND SAFETY COMMITTEE

Any health and safety complaint shall be directed to the ICEA Park Rangers Representative to the Health and Safety Committee in writing. Any recommendation by the Committee shall be in writing.

## ARTICLE 9

### EMPLOYER RIGHTS

**Section 1. Operation.** The ASSOCIATION recognizes the prerogatives of the EMPLOYER to operate and manage its affairs in all respects in accordance with its responsibilities and powers of authority pursuant to the laws and the Constitution of both the State of Michigan and the United States of America.

**Section 2. Overtime.** The EMPLOYER or its designee has the right to require overtime work as required in a manner most advantageous to the Department.



**Section 3. Work Schedule.** The EMPLOYER or its designee shall have the right to determine schedules of working hours and days and to establish the methods and processes by which such work is performed.

**Section 4. Retention of Right.** The EMPLOYER reserves and retains, solely and exclusively, all rights to manage and direct its work forces, except as expressly abridged by the specific provisions of this Agreement, including by way of illustration, but not limitation, the determination of policies, work rules, operations, assignments, schedules, subcontracting, layoffs, etc., including Sections 1 through 7 of this Article. All rights, functions, powers, and authority which the EMPLOYER has not specifically abridged, delegated, or modified by specific terms of this Agreement are recognized by the ASSOCIATION as being retained by the EMPLOYER.

**Section 5. Delegations.** No policies and procedures covered in this Agreement shall be construed as delegating to others or as reducing or abridging any of the authority conferred on the EMPLOYER by State law, or by the Constitution of the State of Michigan or the United States of America.

**Section 6. Direction of Work Force.** The EMPLOYER or its designee reserves the right to direct the work force and assign duties and responsibilities.

**Section 7. Work Rules.** The EMPLOYER shall have, within its discretion, the right to make, amend, or supplement reasonable rules, policies, and regulations or delete same. The EMPLOYER shall notify the Local President of any changes to existing work rules prior to their implementation.

**Section 8. Grant Program.** The ASSOCIATION recognizes the primary source of funding for the positions in this unit is a federal grant. Consequently, the EMPLOYER is limited by the availability of and conditions imposed by the terms of the grant.

## ARTICLE 10

### NO STRIKE CLAUSE

The ASSOCIATION agrees that the ASSOCIATION, its agents, or its members will not authorize, instigate, aid, condone, or engage in a work stoppage, slowdown, strike, or other concerted activity which interferes with the operation of the EMPLOYER in any way. Individual employees or groups of employees who instigate, aid, or engage in a work stoppage, slowdown, or strike may be disciplined up to and including discharge at the sole discretion of the EMPLOYER.

## **ARTICLE 11**

### **PAST PRACTICE**

There are no agreements which are binding on any of the parties other than the written provisions contained in this Agreement. No further agreement shall be binding on any of the parties until it has been put in writing and signed by the parties to be bound. This Agreement embodies all the obligations between the parties evolving from the collective bargaining process and supersedes all prior relationships.

## **ARTICLE 12**

### **WAIVER PROVISIONS**

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the EMPLOYER and the ASSOCIATION, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter.

## **ARTICLE 13**

### **SUBCONTRACTING**

The EMPLOYER reserves the right to subcontract bargaining unit work at any time; to purchase any or all work processes or services when, in the sole determination of the EMPLOYER, it does not have the facilities or equipment, or the available personnel, or when it is deemed more economical to have the work performed by others.

## **ARTICLE 14**

### **DEFINITION OF EMPLOYEES**

**Section 1. Definitions.** The terms "employee and employees" when used in this Agreement shall refer to and include only full-time employees. For purposes of this Agreement the following definitions shall be applicable:

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

- B. Probationary employees: All new employees, except those employees specifically designated as temporary employees, shall be probationary employees for the first twelve (12) continuous months of employment. Temporary employees who are given the opportunity to become regular full-time employees must, as of the time they accept the opportunity, complete twelve (12) months of probation.

Greg Marshall and David Valdez shall be considered to have successfully completed the above probationary requirements.

During the probationary period, the employee shall have no seniority status and may be laid off, terminated, or disciplined in the sole discretion of the EMPLOYER without regard to his/her relative length of service. The decision of the EMPLOYER in this matter shall not be subject to the grievance procedure.

- C. Temporary employees shall not be members of this bargaining unit.

**Section 2. Contracted Benefits.** Notwithstanding the above provisions, no benefits shall be afforded to any employee when the EMPLOYER's contractual arrangement with a third party for said benefits do not permit coverage of said employee.

## **ARTICLE 15**

### **HOURS OF WORK**

**Section 1. Work Schedule.** Employees shall be subject to a work schedule which shall be posted in advance. Nothing contained within this Agreement shall be construed to constitute a guarantee of eight (8) hours of work or pay per day or forty (40) hours of work or pay per week. A minimum of eight (8) hours off work will be scheduled between regularly-scheduled shifts unless the employee agrees to be regularly scheduled off work for a shorter interval of time.

**Section 2. Work Breaks.** Employees shall be entitled to a rest or break period of not to exceed ten (10) minutes duration at the midpoint of the first half of their eight (8) hour shift and not to exceed ten (10) minutes duration at the midpoint of the second half of their eight (8) hour shift wherever they may be at the time allotted for their area. It is understood that the employee's immediate supervisor has the right to determine when a break period may be taken or when it is impractical to take the break at the allotted time. Work breaks do not accumulate if not taken.

- A. Employees will have a thirty (30) minute unpaid lunch period to be taken four (4) hours after arriving at work.

**Section 3. Overtime.** The Director of Parks or his/her designee may prescribe overtime to meet operational needs. Overtime shall consist of any and all time assigned by the Director of Parks or his/her designee to be worked by an employee in excess of forty (40) compensated hours during a work week defined as the seven (7) consecutive days between 12:01 A.M. Saturday and Midnight Friday. An employee must be compensated for overtime worked at the rate of time and one-half (1 1/2) their regular rate of pay except that, upon request of the employee and approval of the EMPLOYER, the employee may be awarded compensatory time calculated at one and one-half (1 1/2) times the actual hours worked in lieu of wages.

- A. Prior approval of overtime hours is required by the Director of Parks or his/her designee.

## **ARTICLE 16**

### **CLASSIFICATION PLAN AND WAGE RATES**

**Section 1.** The classification plan shall consist of the class listed in this Agreement. (Appendix A).

The EMPLOYER reserves the right to establish new classifications and rate structures for same. Under such circumstances, the EMPLOYER shall notify the ASSOCIATION prior to it becoming effective. In the event that the ASSOCIATION disagrees with the classification and/or rates, it shall so notify the EMPLOYER in writing, within one (1) week after receipt of notice from the EMPLOYER. The parties agree to negotiate any disputed wage proposal.

**Section 2.** Wage rates are effective as outlined in Appendix A.

**Section 3.** A requirement for the advancement within pay ranges and seniority is continuous service, which means regular employment without break or interruption.

**Section 4.**

- A. Date of hire is defined as the date that an employee commences in a full-time position.
- B. Anniversary date is defined as the anniversary of the date of hire.

**Section 5.** An employee who is temporarily assigned to perform a majority of his/her duties and responsibilities in a position of a higher salary grade for more than forty (40) consecutive work hours shall be paid at the lower rate in the higher grade which is at least five percent (5%) above his/her regular rate. An employee so assigned shall advance within that grade on the same basis as other employees within that grade. An employee may be temporarily assigned to the work of any position in the

same or lower salary grade and shall not suffer any loss of pay during the period of the temporary assignment.

**Section 6. Overpayment.** Any overpayment of compensation shall be repaid through payroll withholding consistent with the Wages and Fringe Benefits Act. The EMPLOYER and employee shall attempt to negotiate a repayment schedule.

## **ARTICLE 17**

### **MILEAGE**

In the event employees are required to drive their own vehicle in the course of their employment the mileage reimbursement rate shall coincide with the rate set by the Internal Revenue Service. Future rate changes shall become effective upon notification to the EMPLOYER of the new rate as approved by the Internal Revenue Service.

## **ARTICLE 18**

### **UNIFORMS**

If the EMPLOYER requires an employee to wear uniform articles of clothing for purposes of public identification, they will be furnished at the EMPLOYER's expense.

## **ARTICLE 19**

### **TOOLS / TOOL ALLOWANCE**

During the month of January, for each year of this Agreement, the EMPLOYER shall pay a total tool allowance of \$25 to each FOC Parks Crew Leader who has been compensated by the EMPLOYER for employment for a full year.

For employees who are compensated by the EMPLOYER for employment for less than a full year, the tool allowance shall be prorated on a one-twelfth (1/12) basis for each full month the employee is compensated.

Stolen tools of comparable value will be replaced by the EMPLOYER if those tools were in a locked tool box, within a locked building. Further, tool replacement is contingent upon a police report being filed which verifies that a larceny took place.

## **ARTICLE 20**

### **RETIREMENT**

Due to the unique funding of the positions in this unit, the employees shall not participate in any MERS plan.

## **ARTICLE 21**

### **I.R.S. SECTION 125**

The EMPLOYER will provide, as soon as feasible, I.R.S. Section 125 document(s) allowing employees who choose to participate, the ability to pay for employee contributions with pre-tax dollars for the following:

- A. Medical and hospitalization expenses.
- B. Dependent care programs.
- C. Employee payroll deductions for health care premiums.

## **ARTICLE 22**

### **HOSPITALIZATION - MEDICAL COVERAGE**

**Section 1.** Employees will have the option to pay group rates for hospitalization/medical/dental/vision coverage by payroll withholding. There will be no Employer cost sharing of premiums.

## **ARTICLE 23**

### **LIFE INSURANCE**

**Section 1.** Effective upon ratification of this Agreement the EMPLOYER shall provide life insurance coverage in the amount of Thirty Thousand Dollars (\$30,000), including double indemnity for accidental death, for full-time employees only. The terms of the policy shall control the actual benefits payable.

**Section 2.** Such life insurance coverage shall be effective the first day of the month after the person has been employed five (5) months, and the premiums shall be paid by the EMPLOYER.

## **ARTICLE 24**

### **DISABILITY PLAN**

**Section 1.** The EMPLOYER will provide a short-term disability plan as follows for regular, non-probationary, full-time employees:

- A. Upon proper medical determination of disability due to a non-work related illness or injury, the EMPLOYER will provide fifty percent (50%) of the employee's gross salary to a maximum of \$300 per week for a maximum of one hundred four (104) weeks.

- B. The disability payments shall not commence until the completion of an elimination period (as provided by the terms of the policy) after sustaining a non-work related illness or injury.
- C. The regular full-time employee may use paid time off (PTO) accumulations during the elimination period.

**Section 2.** Seniority shall not accrue while an employee is being paid disability payments.

**Section 3.** Life insurance coverage shall continue while an employee is being paid disability payments. Holidays are not paid while an employee is being paid disability payments. Employees who previously enrolled may pay group rates for hospitalization/ medical coverage for a maximum of one hundred four (104) weeks.

**Section 4.** "Disability" shall be defined through the County's disability carrier's contract.

## ARTICLE 25

### WORKERS' COMPENSATION

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

**Section 2.** No seniority shall accrue while an employee is off work on workers' compensation.

**Section 3. Use of PTO When on Workers' Compensation.** Employees in the bargaining unit are permitted to use PTO credit while on workers' compensation.

## ARTICLE 26

### PAID TIME OFF

**Section 1.** Non-probationary, full-time employees shall be credited 40 hours of paid time off (PTO) on January 1 of each calendar year.

PTO hours may not be used until the employee has completed six (6) months of continuous service with the EMPLOYER, at which point the employee will be credited pro-rata PTO to be used by the end of the calendar year.

**Section 2.** PTO may only be used with advance notice and approval. The employee's Park Manager shall determine the number of employees, if any, that can be spared to take PTO at any given time.

**Section 3. Notice for Sick Leave.** The employee must notify the Director of Parks or his/her designee not later than one-half hour prior to his/her normal starting time on the first day of absence unless the circumstances surrounding the absence make such reporting impossible, in which event such notification must be made as soon thereafter as possible. On each successive day of absence the employee shall contact the Director of Parks or his/her designee, unless waived by the Director, in order to advise the Director of Parks of the general nature of the illness and probable duration of the absence. Failure to do so will disqualify the employee for PTO payment and may result in disciplinary action.

**Section 4.** PTO may be used for any reason at the request of the employee and with advance notice and approval of the Director of Parks or his/her designee.

**Section 5.** An employee who leaves employment or dies with unused PTO will be paid for the unused balance of PTO in the next regularly scheduled paycheck.

**Section 6.** The Director of Parks or his/her designee may require that PTO be used in cases where the employee's position is State or federally funded and the termination date is known in advance as a condition of the funding agreement.

**Section 7.** PTO shall be taken in increments of one (1) hour.

**Section 8.** PTO not used by December 31 shall be lost and not paid to the employee.

**Section 9.** Effective upon ratification, Greg Marshall and David Valdez shall receive forty (40) hours of PTO, for calendar year 2009.

## **ARTICLE 27**

### **HOLIDAYS**

**Section 1.** The following holidays, when they fall on a weekday (Monday-Friday), are recognized by the EMPLOYER:

New Year's Day  
Memorial Day  
Independence Day  
Labor Day  
Thanksgiving Day  
Christmas Day

**Section 2.** In the event a holiday occurs during an employee's PTO his/her PTO period shall be extended by one (1) day.



**Section 3.** Employees who are required to work on any holiday designated above shall be paid at time and one-half (1-1/2) for all hours worked on the holiday in addition to receiving his/her holiday pay.

**Section 4.** To be eligible for holiday pay, an employee must work the last scheduled day before and the first scheduled day after the holiday (plus the holiday, if scheduled subject to Section 2 above), unless the absence has been previously approved, in writing, by the Director of Parks or his/her designee.

**Section 5.** An employee working a ten (10) hour shift receives eight (8) hours of holiday pay.

## **ARTICLE 28**

### **FAMILY MEDICAL LEAVE ACT**

The parties recognize they are bound by the Family Medical Leave Act and reserve all rights thereunder.

## **ARTICLE 29**

### **MILITARY LEAVES OF ABSENCE**

The EMPLOYER shall adhere to all mandatory state and federal laws dealing with military leaves of absence.

## **ARTICLE 30**

### **UNPAID LEAVES OF ABSENCE**

An employee who has completed six (6) or more months of employment with the EMPLOYER may be granted a leave of absence, for a period of up to thirty (30) days, without pay, or accrual of seniority during the leave of absence, or fringe benefits, provided the EMPLOYER determines that he/she can shall be spared from his/her work. The authorization for leaves of absence under this Section must be approved in writing by the Director of Parks or his/her designee. Except in cases of emergency, the employee shall advise the EMPLOYER of his/her request at least three (3) working days prior to the start of the leave.

If an emergency absence is required the following rules shall apply:

- A. The Director of Parks or his/her designee shall be notified of the absence at least one-half (1/2) hour prior to the start of the shift.

- B. If one-half (½) hour notice cannot be given because of unforeseen circumstances, the employee shall contact his/her supervisor or someone designated by him/her as soon as possible.

**ARTICLE 31**

**SAVINGS CLAUSE**

If any provision of this Agreement is found invalid by operation of law or by any board or court of competent jurisdiction, or if compliance with or enforcement of any provision is permanently restrained by any court, the remainder of this Agreement, and any supplements thereto, shall remain in full force and effect, and the EMPLOYER and the ASSOCIATION, at the request of either party, shall enter into negotiations for the purpose of arriving at a mutually satisfactory replacement for such provision.

**ARTICLE 32**

**TERMS OF THE AGREEMENT**

**Section 1.** The Agreement shall become effective upon execution by the parties and it shall continue in its full force and effect until 11:59 p.m. on the 31<sup>st</sup> day of December, 2011, at which time it shall expire.

**IN WITNESS WHEREOF:**

The parties have set their hands this 23<sup>rd</sup> day of June, 2009.

INGHAM COUNTY PARKS

BY



Willis Bennett  
Its Director of Parks

INGHAM COUNTY BOARD OF  
COMMISSIONERS

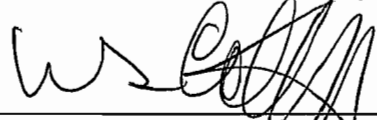
BY



Debbie De Leon  
Its Chairperson

THIRTIETH JUDICIAL CIRCUIT COURT

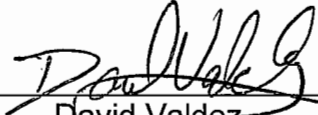
BY



Honorable William E. Collette  
Its Chief Circuit Court Judge

INGHAM COUNTY EMPLOYEES  
ASSOCIATION

By



David Valdez  
Its Vice President

**APPENDIX A**

**WAGE SCALE**

FOC Parks Crew Leader \$12 per hour, effective June 23, 2009.

Increases for 2010 and 2011 shall be based on increases approved for related Parks seasonal positions, if any.

## APPENDIX B

### TOOL LIST

Tool Box With Lock  
Hammer  
Channel Lock Pliers  
Vice Grip Pliers  
Slip Joint Pliers  
Needle Nose Pliers  
Screwdriver Set, Includes Flat Blade and Phillips  
Adjustable Wrench  
Combination Wrench Set  
Two (2) Pipe Wrenches  
Hacksaw With Extra Blades  
3/8" Drive Socket Set  
1/4" Drive Socket Set  
30' Tape Measure  
Steel Chisel & Punch  
Thread File  
Razor Knife With Extra Blades  
Drill Bit Set  
Files and Wood Rasp