

ORIGINAL FOR EXECUTION

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AGREEMENT  
BETWEEN  
INGHAM COUNTY  
AND  
UNITED AUTOMOBILE AEROSPACE AND  
AGRICULTURAL IMPLEMENT WORKERS OF  
AMERICA (UAW) INGHAM COUNTY UNIT  
LOCAL 2256  
FOR THE  
ZOO UNIT

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JANUARY 1, 2009 THROUGH DECEMBER 31, 2011

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## AGREEMENT

**THIS AGREEMENT** is entered into between the **County of Ingham**, a municipal body corporate of the State of Michigan, covering certain zoo keepers, zoo maintenance and veterinarian technicians assigned to the Potter's Park Zoo and the **International Union, United Automobile, Aerospace and Agricultural Implement Workers of America and its Ingham County Unit, Local 2256**, hereinafter referred to as the "Union".

This Agreement shall remain in force and effect commencing the 1st day of January, 2009, through the 31st day of December, 2011.

### PREAMBLE

THIS AGREEMENT, entered into by the parties, has as its purpose, the promotion of harmonious relations between the Employer and the Union, the establishment of an equitable and peaceful procedure for the resolution of differences and the establishment of rates of pay, hours of work and other specified conditions of employment.

The parties encourage to the fullest degree, friendly and cooperative relations between the respective representatives of all levels.

### ARTICLE 1 RECOGNITION

#### Section 1.

- A. The Employer hereby recognizes the Union as the sole and exclusive bargaining agent for the purpose of collective bargaining pursuant to Public Act 379 of 1947 of Michigan, as amended, for all employees classified and compensated as zookeepers, maintenance and veterinarian technicians assigned to the Potter's Park Zoo.
- B. Excluded from representation in the bargaining unit covered by this Agreement are employees classified and compensated as Professional, Confidential, Managerial, Supervisory and part-time seasonal personnel of Ingham County.

All those positions as stated in this Agreement shall be represented by the Union for the purposes of collective bargaining, provided the above-stated exclusions shall supersede any questions of representation.

**ARTICLE 2**  
**NON-DISCRIMINATION**

The parties shall not discriminate predicated upon age, height, weight, religion, physical handicap, sex, marital status, race, color, creed, national origin, political or union affiliation, or sexual preference, as required by law. All references to employees in this Agreement designates both sexes and wherever the male or female gender is used, it shall be construed to include male and female employees.

**ARTICLE 3**  
**EMPLOYER RIGHTS**

Section 1. The Union recognizes that the Employer reserves and retains, solely and exclusively, all rights to manage and operate the Employer's affairs.

All rights, functions, powers and authority which the Employer has not expressly and specifically abridged, amended, delegated or modified by this Agreement are recognized by the Union as being retained and reserved by the Employer.

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

Section 2. The Employer shall have, within its discretion, the right to make, amend, supplement or delete rules and regulations. However, the Union Unit Chairperson and UAW International Representative shall receive a copy of any new or modified rule or regulation ten (10) days prior to its effective date, unless conditions warrant necessary immediate implementation. Said rules shall be transmitted to the Human Resources Office for its review. If there is concern regarding the fairness of the rule or rule change, the Union Unit Chairperson or UAW International Representative may request a special conference between the Union, a representative of the Human Resources Department, the Department Head, or his/her representative, and the Chairperson of the County Services Committee to discuss the reasonableness of the rule. In no case will the rule change or new rule become subject to the grievance procedure unless that rule, as applied, violates a provision of the collective bargaining agreement.

If the Union does not receive a copy of the new work rule or modification thereof as required above, the same shall not be binding upon the Union, the employee, or the Employer.

**ARTICLE 4**  
**EMPLOYER SECURITY**

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

welfare. The Union agrees that there shall be no interruption of these services, for any cause whatsoever, by the employees it represents, nor shall there be any concerted failure by them to report for duty, nor shall they absent themselves from their work, stop work or abstain in whole or in part from the full, faithful and proper performance of the duties of their employment, or picket on the Employer's premises.

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

## **ARTICLE 5** **DEFINITION OF EMPLOYEES**

Section 1. Definitions. The terms "employee" and "employees," when used in this Agreement, shall refer to and include only those regular, full-time employees and regular part-time employees who have successfully completed their probationary period as set forth in this Agreement and who are employed by the Employer in the collective bargaining unit described hereunder. 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. Three-Quarter-Time Employees: Employees regularly scheduled to work between thirty (30) and thirty-nine (39) hours weekly shall receive the following:

- 1) Vacation, vacation bonus, sick leave, funeral leave and holiday pay on a prorated basis.
- 2) Dental coverage the same as full-time employees are eligible to receive.
- ~~3) Overtime compensation, but only if said employees work over forty (40) hours per week.~~
- 4) Said employees shall not receive overtime compensation if they work over eight (8) hours in any one given day.
- 5) Said employees shall also be eligible to receive two-person hospitalization insurance coverage paid by the Employer.
- 6) Retirement benefits where eligible on a prorated basis in proportion to their work schedule.

- 7) Life insurance as provided in Article 22.

Notwithstanding anything in this Agreement to the contrary, the Employer may reduce full-time employees' hours in lieu of layoff. Prior to layoff or reduction of hours, the Employer will meet with the Union to discuss the layoff or reduction of hours for specific positions within a department(s) and possible alternatives.

The affected employee(s) shall have the option to accept the reduced hours position. If the affected employee(s) declines the reduced hours position, then, under those circumstances, the Employer may fill that position with another person and the affected employee shall be laid off.

Except as stated above, when full-time employees are laid off, there shall be no new additional positions added for three-quarter time, part-time or special part-time employees in the same classification in the same department as the laid off full-time employee.

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

- 1) Be paid for their hours worked at the regular rate of their salary grade.
- 2) Receive overtime pay on the same basis as three-quarter time employees.
- 3) Receive vacation, vacation bonus, sick leave, holiday pay, and funeral leave at one-half the rate that full-time employees are eligible to receive.
- 4) Receive health insurance at the single subscriber rate.
- 5) Receive dental coverage the same as full-time employees are eligible to receive.
- 6) Retirement benefits where eligible on a prorated basis in proportion to their work schedule.
- 7) Shared time employees who are regularly scheduled to work eight (8) hours on a holiday will receive eight (8) hours of holiday pay. The other shared time employee not regularly scheduled to work on the holiday will not be eligible for any holiday pay.
- 8) Shared time employees who are regularly scheduled to work four (4) hours on a holiday will receive four (4) hours each of holiday pay.
- 9) Life insurance as provided in Article 22.

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

E. Temporary Employees: An employee who is hired for a period of less than 1,560 hours (full-time status), 1,170 hours (3/4 time status), and/or 780 hours (part-time status) in a 12 month period in the same position in the same department will be considered a temporary employee and shall not attain seniority in the bargaining unit and shall be compensated by wages only, and shall not be covered by the provisions of this Agreement.

Should the employee work a total of 1,560 hours (full-time status), 1,170 hours (3/4 time status), and/or 780 hours (part-time status) in a 12 month period in the same position in the same department, the employee shall be eligible for fringe benefits afforded to regular employees after said applicable number of hours, and shall acquire seniority dated back six (6) months from the date he or she completed the applicable number of hours.

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

F. Intermittent Replacements/Casual/Substitute Employees. These are employees who are not regularly scheduled to work, but are called to work as needed by the Employer as a substitute or intermittent replacement for a regular full-time or part-time employee. These employees are not covered by this collective bargaining agreement.

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 employees.

Section 3. An employee who is on lay off, and is given a special part-time, temporary and/or intermittent replacement, casual, or substitute employee assignment, shall not be covered by the terms of this agreement while holding one of those positions, and shall still be considered on lay-off status for the purposes of this Agreement. That person shall be paid at the wage rate outlined in this contract for that position.

## **ARTICLE 6** **CLASSIFICATION PLAN**

Section 1. The Employer has recognized three distinctive groups of jobs based upon similar training and skills required, as well as other qualities providing them with a community of associated interests. This Agreement covers the bargaining unit of zookeepers, zoo maintenance and veterinarian technician positions, and excludes



managerial/supervisory, confidential, professional, supervisory and part-time seasonal jobs.

Section 2. The classification plan for zoo positions shall consist of the classes listed in this Agreement, with new positions included as may be recommended by the County Services Committee and approved by the Board of Commissioners.

Section 3. In the event that a new classification is proposed, the Union Unit Chairperson, UAW International Representative, and Chief Steward shall be notified of the recommended salary prior to presentation to the County Services Committee. This notification shall include the criteria used to determine the Employer's proposed salary.

If the Union does not respond to the notice of the proposed rate within three (3) work days, the rate shall become effective upon approval by the Board of Commissioners. If the Union disagrees with the above within three (3) work days by providing notice in writing, a meeting shall be scheduled within seven (7) work days with the Human Resources Director, the Union Unit Chairperson, Chief Steward and UAW International Representative. If there is no resolution at the meeting, and the Union alleges the rate is unreasonable, it may appeal to the County Services Committee and present evidence which the Union believes pertinent. There shall be no appeal from the County Services Committee except if the County Services Committee's decision is changed by the Board of Commissioners, in which event, the Union has the right to seek an arbitrator's decision within ten (10) work days, under the Rules of the American Arbitration Association.

Section 4. Disputes as to whether a new classification should be in or out of the bargaining unit shall be resolved by the Michigan Employment Relations Commission in accordance with its applicable administrative procedure.

## ARTICLE 7 SENIORITY

Section 1. Definition of Seniority. Seniority shall be defined as the length of the employee's continuous service with the Employer, commencing from his/her last date of hire into a full-time or part-time, as previously defined, position. Continuous service is defined as that time actually spent on the active payroll of the Employer plus approved leaves of absence periods, 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 who are hired on the same date shall be placed on the seniority list as determined by adding up all of the numbers of the employee's social security number, the highest having the greatest seniority. Each number shall be considered as a single number.

Section 2. Probationary Period.

A. New employees hired shall be considered probationary employees for the first six (6) months of their employment. Unpaid absences from work in excess of ten (10) work days shall extend the probationary period accordingly. Upon completion of this probationary period, the employee shall acquire seniority dated back six (6) months from the date he/she completed the probationary period. The probationary period may be extended once for not more than thirty (30) work days, provided that a written evaluation of the employee's performance is made within the first six (6) months of employment and upon written notice to the Union Chairperson and the affected employee.

B. The Union shall not represent employees during the probationary period for disciplinary or discharge matters.

C. Employees disciplined, terminated or laid off during the probationary period shall not have recourse to the grievance procedure. Probationary employees can be terminated from employment with or without cause during the probationary period, except for age, height, weight, religion, physical handicap, sex, marital status, race, color, creed, national origin, political or union affiliation, or sexual preference, as required by law.

Section 3. Seniority List. The Employer shall prepare and maintain a seniority list which shall list the name, classification, anniversary date, and seniority date of each employee with seniority status. The Employer shall submit the seniority list to the Union Unit Chairperson and UAW International Representative on a quarterly basis.

Section 4. 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 for just cause and is not reinstated;
- C. He/she retires;
- D. He/she is laid off for a period of time greater than his/her seniority or thirty (30) months, whichever is less;
- E. He/she is absent from work for three (3) consecutive work days without notification to the Employer and without acceptable excuse for not notifying the Employer;
- F. He/she fails to return to work upon recall from layoff;
- G. He/she fails to return to work after expiration of leave of absence; or

- H. He/she makes an intentionally false statement on his/her employment application, or on an application for leave of absence, or on any other employment record or form.

Section 5. "Service" for economic and fringe benefit purposes, shall mean the status attained by continuous length of service as an employee, in any classification(s) or Department(s) worked within Ingham County employment or the Potter Park Zoo within any represented or non-represented unit. Continuous services is defined as that time actually spent on the active payroll of the Employer plus approved leaves of absence periods, unless otherwise provided in this Agreement.

## ARTICLE 8 LAYOFF

Section 1. Layoff Definition. In the event that a reduction in personnel and/or positions is necessary, as determined by the Ingham County Board of Commissioners, layoffs will be by positions (classification).

As a result of a position(s) being eliminated, as stated above, the employee in that position, shall be laid off, however, he/she may exercise his/her bumping rights as provided for in Article 9.

Section 2. There shall be no increase of regular scheduled hours for part-time or special part-time employees if a full-time employee is laid off in the same classification as a part-time or special part-time employee.

### Section 3. Notice to Union.

A. In the event of a layoff, representative(s) of the Employer shall meet with the Union Unit Chairperson and International Representative, prior to the effective date of the layoff, upon request by the Union, to discuss possible alternatives to layoffs. Failure of the Union to provide at least two (2) work days' notice of its desire to meet for the purpose stated above, shall absolve the Employer of its requirement to meet. The Human Resources Director shall notify the Union Unit Chairperson and UAW International Representative as soon as practicable of final layoffs. However, nothing shall preclude the Employer from laying off employees.

B. The laid off employee and the Union Unit Chairperson shall be given at least ten (10) work days' prior notice of the layoff in the case of the initial layoff, and at least three (3) work days' prior notice of layoff in the case of a bumped employee. Notice will be given to the employee in writing or sent by certified mail to the employee's last known address in the personnel file.

Section 4. In the event of lay-off, the laid off employee may choose to receive payment for all his/her accumulated vacation time, to be paid within thirty (30) days after

being laid off, or the employee may choose to keep his/her accrued vacation on the books for the length of time of his/her recall rights. In the event the employee is not recalled within that period of time, the employee shall notify the Employer thirty (30) days prior to the end of his/her recall rights if he/she wishes to receive payment for vacation accumulations.

Section 5.

A. An employee in a position which is funded in total or in part by a state and/or federal grant may be bumped as provided for hereunder, the same as regular funded County employees (same department, classification, etc.), unless the grant and/or regulations do not permit the same.

B. If a partial or total grant funded position is eliminated, due to termination of the grant or lack of funds in said grant, the grant employee may use his/her seniority to exercise his/her bumping rights, the same as regularly funded County employees, unless the grant and/or regulations promulgated in reference thereto do not permit the same.

Section 6. When a regular County funded employee position transfers to a grant funded position, seniority, for the purposes of layoff, shall be computed from the date of hire in the regular County funded position. Seniority time shall be continued while the employee is funded by the grant.

Section 7. Seniority Groups. Seniority, for the purpose of layoff is defined as the length of service the employee has in the classification (position) being reduced. However, total bargaining unit seniority shall apply after an employee has earned two (2) years of seniority while in the classification (position) being reduced for two (2) continuous years. An employee being laid off may exercise his/her bumping rights as provided under this Agreement. Employees who are hired on the same date shall be placed on the seniority list as determined by adding up all of the numbers of the employee's social security number, the highest having the greatest seniority. Each number shall be considered as a single number.

Section 8. Leaves of Absence. Employees on an approved leave of absence may exercise their seniority, in the event there has been a layoff during the term of the employee's leave of absence, upon their return.

Section 9. Employment Status Groups. Employment status groups are as follows:

Full-Time  
Employees

- a. Temporary
- b. Probationary
- c. Permanent

Part-Time  
Employees

- a. Temporary
- b. Probationary
- c. Permanent

Special Part-Time  
Employees

- a. Temporary
- b. Probationary
- c. Permanent

Section 10. A laid off employee shall retain their service and seniority in effect upon their layoff until it is lost as provided in Article 7, Section 4, but shall not accrue additional seniority or service while on layoff status.

## ARTICLE 9 BUMPING

Section 1. After a position has been eliminated, the employee occupying the eliminated position may exercise his/her bumping rights in the same classification, within the Zoo, under the conditions stated below. A full-time employee bumping a part-time or special part-time employee shall be entitled to only those benefits provided to such positions.

- A. The bumping employee cannot move into a position of a higher salary grade.
- B. The bumping employee must have more seniority than the employee in the position who is to be bumped.
- C. The bumping employee must possess the necessary ability (ability is defined as having sufficiency of knowledge, skill and personal inclination to perform the task of the position, these attributes having been attained by previous experience in related work or education) which will qualify the employee to perform the work adequately, with minimal instructions.
- D. The foregoing provision shall not apply to temporary cases of layoff, not to exceed ten (10) work days.
- E. Said employee must inform the Employer of his/her decision to bump within three (3) work days from the date of receipt of the layoff notification.
- F. A part-time and/or special part-time employee cannot bump a full-time employee.
- G. ~~An employee exercising his/her bumping privileges shall be placed at the same step in the new position as they held in their previous position unless bumping exceeds two (2) grades, at which time the employee would be placed at the step which does not exceed fifteen percent (15%) decrease in salary.~~

Section 2. Seniority, for the purpose of bumping, shall be defined as the length of the employee's continuous service with the Employer or its predecessor the City of Lansing within the Zoo bargaining unit, commencing from his/her last date of hire into a full-time or part-time, as previously defined, bargaining unit position. Continuous service is defined as that time actually spent on the active payroll of the Employer or its predecessor the City of Lansing plus approved leaves of absence periods, 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 who are hired on the same date shall be placed on the seniority list as determined by adding up all of the numbers of the employee's social security number, the highest having the greatest seniority. Each number shall be considered a single number.

Section 3. The bumped employee shall have the same bumping rights as the laid off employee, seniority permitting, and must be given at least three (3) work days' notification of his/her layoff due to being bumped.

Section 4. Notwithstanding anything in this Agreement to the contrary, employees shall not be able to bump into other departments.

Section 5. Zoo employees shall not have bumping rights and/or seniority rights in another bargaining unit or in any other employee grouping. Further, other bargaining unit employees will not have seniority rights or bumping rights in the Zoo contract.

## ARTICLE 10 RECALL

Section 1. Recall from Layoff. When openings occur in the same or lower classification such employees will be recalled to the same classification in the zoo and in the order of their seniority.

Failure to accept recall to a lower salary grade shall constitute a waiver to recall and a voluntary resignation.

Section 2. A laid off non-probationary Zoo employee will be given preference over any non-County employee applicant for a new or open position that occurs in the Zoo bargaining unit in the same or a lower salary grade from which the employee was laid off under the following conditions:

- A. The recalled employee must possess the ability to perform the work, the necessary training, experience, physical and technical qualifications to perform the duties and functions of the new or open position, as determined by the Human Resources Department through the applicant referral process.
- B. The recalled employee shall successfully serve the ninety (90) days probation period in Section 3 of this Article.

If the laid off or potentially laid off employee(s) are disqualified by any of the criteria above, the employee and the Union will be given a written explanation by the Employer.

Section 3. Notwithstanding anything in this Agreement to the contrary, the recalled employee will be on probation for a period of ninety (90) days. If, within the sole discretion of the department head, or their designees, the recalled employee cannot and does not

satisfactorily perform the duties of said position, he/she shall return to a laid off status upon three (3) days prior notice. Said decision shall not and is not subject to any grievance procedure provided for in this Agreement.

Section 4. An employee recalled to another position shall be placed at the same step in the new position as they held in their previous position unless new position exceeds two (2) grades, at which time the employee would be placed at the step which does not exceed fifteen percent (15%) decrease in salary.

Section 5. Recalled employees must return to work within five (5) work days of receipt of the notice of recall. Failure to return within five (5) work days constitutes voluntary resignation.

Section 6. 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.

It is expressly understood and agreed that the maximum liability of the Employer for failure to recall an employee is thirty (30) days. The Employer will also send notice of the recall to the Unit Chairperson and UAW International Representative by first class mail.

## **ARTICLE 11** **HOURS OF WORK**

Section 1. Work Schedule. Those employees who work on shifts shall be subject to a work schedule. A schedule will be posted once every twenty-eight (28) days indicating the normal workday of every member of the department. Said schedule shall be posted at least five (5) days prior to its effective date.

Section 2. Jury Duty. The Employer shall pay an employee called for jury duty his/her regular straight time rate he/she would earn if working, less an amount equal to the payment received for jury service. An employee excused with two (2) or more hours remaining in their work schedule must return to work for the balance of the day to receive compensation from the Employer. In order to receive payment, an employee must give the Employer at least two (2) days' prior notice that he/she has been summoned for jury duty, shall furnish satisfactory evidence that he/she reported for or performed jury duty on the day(s) for which he/she claims such payment, and must furnish a copy of the payments received from such jury duty.

Employees working on a shift basis will be allowed four (4) hours, following release from jury duty or before Jury Duty commences, prior to reporting to work on a given day.

Section 3. Work Breaks. Each employee shall be allowed to have two (2) work breaks during the work day. No more than one (1) work break may be taken before lunch. No more than one (1) work break may be taken after lunch on any one day. The duration of said break shall not exceed fifteen (15) minutes in length. A supervisor may require employees to take their breaks at specific times. Each employee shall be allowed a one half (1/2) hour unpaid lunch break between the hours of 11:30 a.m. and 1:30 p.m., unless another arrangement is agreed upon by the employee and the department head or the immediate supervisor if the department head is not available. Work breaks do not accumulate if not taken.

Section 4. Court Time. When an off duty employee is required to be in court for a work-related issue, he/she shall receive the difference between the court paid witness fee and his/her regular hourly rate for the time actually spent at court. Such time spent in court shall include time excused for lunch if the employee is required to return to court. Mileage that may be paid by the court will be considered separate payment. However, said employee shall not be paid mileage by the Employer.

Section 5. Call Back. Employees covered hereby who are called back to work preceding their normal shift or after the end thereof shall receive two (2) hours minimum payment at the rate of time and one-half their regular rate of pay for call back. However, this section only applies when an employee has left the premises of the Employer and is subsequently called back to work.

Section 6. Overtime. A Department Head may prescribe overtime to meet operational needs. Overtime shall consist of any and all time assigned by the Department Head to be worked by an employee in excess of forty (40) compensated hours in seven (7) consecutive days. An employee shall be compensated for overtime worked at the rate of time and one-half their regular rate of pay or shall receive compensatory time as stated below. However, the Department Head may require an employee to work more than an eight (8) hour day and, subsequent thereto, within the same work week, afford equal time off of work, thereby resulting in a forty (40) hour work week. The employee shall be given consideration of his/her desire regarding time off in said work week. Complete records of overtime shall be maintained by the Employer.

Prior approval of overtime hours is required by the supervisor or Department Head.

Employees may receive compensatory time at the rate of time and one-half (1 and 1/2) in lieu of overtime payment if mutually agreed to between the employee and his/her supervisor. If the employee's supervisor does not agree to same, the employee who works overtime shall receive normal overtime payment. Compensatory time may be accumulated to a maximum of eighty (80) hours at any one time. Any hours in excess of eighty (80) hours shall be paid at overtime rates. The use of accumulated compensatory time shall be mutually agreed upon by the affected employee and his/her supervisor.



Section 7. Change in Work Schedule. The Employer may, if it so desires, institute a four (4) day, ten (10) hour day work week. In such event, all overtime will be over ten (10) hours in a day and forty (40) hours in a week. The Employer agrees to call a special conference with the Union prior to instituting a four (4) day, ten (10) hour week.

Section 8. Shift Premium. Shift premium for zoo keepers working other than the day shift shall be 75¢ per hour paid on a payroll period basis.

## **ARTICLE 12** **JOB OPENINGS AND TEMPORARY ASSIGNMENTS**

Section 1. Job Openings. In the event of a newly created position or an opening in a vacated position, employees in the bargaining unit shall have an opportunity to apply by adhering to the normal Employer's procedure. Applications will be kept on file for a period of six (6) months and will be considered for additional openings within that period at the applicant's written request. Qualified bargaining unit members will be given consideration for the openings, as well as other qualified applicants.

Section 2. Temporary Assignment. 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 five (5) consecutive work days shall be paid at the lower rate in the higher grade which is at least five percent (5%) above his/her current rate, except in the event that Step One of the new salary grade is ten percent (10%) above the current wage, said employee shall be placed in Step One of the new salary grade. If there is no step in the new salary grade that is between five percent (5%) or ten percent (10%) higher than his/her regular rate, said employee shall receive an increase of seven and one-half percent (7.5%). If Step One of the new salary grade is higher than ten percent (10%) above the current wage, the employee shall be placed at Step One. 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.

Employees in this bargaining unit will not be temporarily placed in a professional or managerial position, except in an emergency condition, without prior approval of the Human Resources Director or his/her designee. The Human Resources Director shall inform and discuss the matter with the Union Chairperson prior thereto.

### Section 3. Referrals.

A. Bargaining Unit employees shall be referred for promotional openings if it is determined that they possess the ability to perform the work, training, experience, physical and technical qualifications and personality and compatibility necessary to perform the

duties and functions of the desired position. Such determination shall be made within the discretion of the Employer.

B. The Employer reserves the right to refer applicants for an open position in order to comply with present or future equal employment opportunity requirements.

C. The decision to fill the position will be at the discretion of the Department Head.

Section 4. Trial Period When Transferred or Promoted. After completion of the probationary period, any employee who is promoted or transferred to another position within the bargaining unit shall have up to a thirty (30) work day trial period. During that thirty (30) work days, the Employer, within its discretion, can demote the person to his/her former position after meeting and consulting with the employee. That decision shall not be grievable. The employee, also within that thirty (30) work days, may opt to revert back to his/her former position. Any scheduled work day missed by the employee shall extend the period for like amount of time.

The above thirty (30) work day trial period does not include an employee who occupies a position on a "temporary" basis.

In the event the position that an employee was promoted or transferred from is eliminated during the trial period and he/she subsequently decides or is required to return to the former position, under those circumstances, the seniority and layoff provisions of the contract will apply.

### **ARTICLE 13** **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. All grievances shall be commenced within eight (8) work days after the grievance has become known, or should reasonably have been known, by the employee. Any claims not conforming to the provisions of this definition shall be automatically defined as not constituting a valid grievance.

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

STEP 1: The grievance shall be reduced to writing by the employee and presented to his/her immediate supervisor within said eight (8) work day period, requesting that the grievance be adjusted. The supervisor will meet with the employee to discuss the grievance and will attempt to respond to said grievance within three (3) work days of said meeting, but in no event more than six (6) work days after the grievance has been

presented to the supervisor. The employee shall suffer no loss of pay for the time spent with the supervisor to discuss the grievance.

STEP 2: If the answer of the supervisor received in Step 1 is not satisfactory to the employee, he/she shall, within three (3) work days of receipt of the answer in Step 1, submit the grievance in writing to the Department Head. The Department Head shall submit an answer in writing within three (3) work days. The employee may furnish a copy of the grievance to the Union. A copy of the answer shall be furnished to the Union representative.

STEP 3: If the answer of the Department Head received in Step 2 is not satisfactory to the employee, the Union representative, within three (3) work days thereafter, shall submit notice of appeal to the Human Resources Director.

STEP 3A: The Human Resources Director, Department Head, affected employee, and Union representative shall meet within seven (7) work days after the submission of the grievance under Step 3. The Human Resources Director shall give a written answer within five (5) work days following the meeting. If this answer is not satisfactory to the employee or Department Head, it shall be submitted within five (5) work days after receipt of the answer to Step 4.

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

If the decision of Step 3 is unsatisfactory to the employee and the Union, or if the matter is not resolved in mediation, the County Services Committee shall meet to discuss the grievance at the next regularly scheduled committee meeting, provided that said grievance is received by the Human Resources Director in writing at least five (5) work days prior to the next meeting. The County Human Resources Director shall notify the Union and the aggrieved employee in writing at least four (4) work days prior to the meeting. At this meeting, the County Services Committee will review the facts as they relate to the interpretation and application of this Agreement. The County Services Committee shall reply with its decision, in writing, no later than three (3) work days following said meeting. If the decision of the County Services Committee is unsatisfactory to the employee, said dispute may be submitted within fifteen (15) work days for arbitration in accordance with the procedures and rules of the American Arbitration Association. The fees and approved expenses of said arbitration shall be borne equally by the Employer and the Union.

Expedited Grievances. Grievances may be filed at Step 3A in cases involving loss of pay.

Section 3.

A. For the purpose of the grievance procedure, a "work day" shall mean any day Monday through Friday, and shall not include the day in which a grievance is presented or appealed by the Union or Employer or is answered by the Employer.

B. Any time limit in the grievance procedure may be extended by mutual agreement of the parties.

C. A grievance presented at any step shall be dated and signed by the Union representative or employee presenting it; any answer given by the Employer to the Union representative or employee shall be dated and signed by the Employer.

D. Any grievance not answered within the time limits by the Employer shall be deemed settled on the basis of the original request of the employee.

E. Any grievance not appealed by the employee or Union within the time limits shall be deemed settled on the basis of the Employer's last answer.

F. All dispositions of written grievances shall be made in writing and one (1) copy sent to the Human Resources Director and one (1) copy sent to the Chairperson of the Union.

Section 4. Notwithstanding any other provisions hereof, any employee may elect to present or pursue such employee's grievance under this Article without assistance from or representation by the Union. A copy of any agreement reached shall be given to the Union.

**ARTICLE 14**  
**ELECTION OF REMEDIES**

Section 1. When remedies are available for any complaint and/or grievance of an employee through any administrative or statutory scheme or procedure for a Veteran's Preference Hearing pursuant to Act 305 of the Public Acts of 1897, et seq., or any federal law pertaining thereto, and/or Civil Rights matters pursuant to Act 453 of the Public Acts of 1976, or any federal law pertaining thereto, in addition to the grievance procedure provided under this contract, and the employee elects to utilize the statutory or administrative remedy, the Union and affected employee shall not process the complaint through any grievance procedure provided for in this contract.

Section 2. If an employee elects to use the grievance procedure provided for under this contract and subsequently elects to utilize either of the above-stated statutory remedies, then the grievance shall be deemed to have been withdrawn and the grievance procedure provided for hereunder shall not be applicable and any relief granted shall be forfeited.

**ARTICLE 15**  
**DISCIPLINE**

Section 1. Purpose. Discipline will be of a corrective nature, except nothing shall prevent the Employer from taking immediate and appropriate disciplinary action should it be required by the circumstances. Employees shall be notified that they are under investigation for potential discipline within ten (10) work days from the time the incident/issue first becomes known to the Employer, and discipline shall be imposed within four (4) weeks from the time the incident/issue first becomes known to the Employer or the discipline will not be binding upon the Union or the employee. If the Employer needs an extension, a request will be made in writing to the Union official that has represented the employee including a valid reason and the time limit will be extended for up to an additional four (4) weeks. The time limits will also be extended for the time subject employee is off work on paid or unpaid leave during the investigation time period. The time limits shall be waived if the incident/issue involves a criminal investigation, and the criminal matter remains unresolved.

Section 2. Application. Disciplinary action will be taken for just cause. In the event the disciplinary action results in loss of pay or discharge, or a written notice of discipline is inserted in the employee's personnel file, the employee will be informed of his/her right to be represented by his/her steward immediately prior to the disciplinary action being imposed. In the event of disciplinary action taken, the Employer shall provide written summary statement of the reasons why said action is being imposed.

Section 3. The Employer shall not use an employee's prior record which is more than two (2) years old in imposing discipline or discharge except disciplinary actions may be used in cases involving the same type of infractions in which a suspension was imposed. The 2 year limitation shall be from the time the prior infraction occurred to when the discipline or discharge is actually imposed.

**ARTICLE 16**  
**UNION RIGHTS**

Section 1. Bulletin Boards. Upon request, the Employer shall provide space for a bulletin board to be used by the Union for posting Union business only. The Union shall not use the bulletin board for statements which are prejudicial or defamatory to any elected County official, administrative staff or management personnel.

Section 2. Stewards. The steward shall be a regular full-time employee who has been employed for at least one (1) year. Said stewards shall represent the employees covered by this Agreement. There shall be a maximum of one (1) steward for each area. Each steward shall represent in their designated area. In the event that no steward is available in their area, the Chief Steward for that area shall provide representation.

A. Stewards shall conduct Union business on their own time except in cases dealing with investigation and presentation of grievances. In such event, stewards shall notify their supervisor of the nature of the Union business and the expected time they will be gone from their regular departmental duties. Stewards must obtain prior approval of their Supervisors before leaving their job duties. A steward shall act in a representative capacity for the purpose of processing grievances for the employees in his/her group and shall have no authority to act in such capacity outside of his/her designated area. Only one (1) steward shall be permitted to investigate at a time for a particular incident.

Section 3. Notice of Representatives. The Union shall furnish the Employer with a current written roster listing the names of its officers, Union Unit Officers, stewards and alternates. Such representatives shall not be recognized under the terms of this Agreement until such written notice is received by the Employer. When changes are made of Union Unit Officers, Union Chief Stewards, stewards or alternates, the Union shall, within ten (10) days thereof, notify the Employer of said changes in writing.

Section 4. Personnel File. At the employee's request, the employee shall be allowed to review their personnel file under the terms and conditions stated under the Employee Right to Know Act, 1978 Public Act 397; MCLA 423.501 et seq.

Such requests shall be made in advance so as not to interfere with the conduct of business in the Human Resources Office and in the employee's department.

Section 5. Special Meetings.

A. Purposes and Procedures. The Employer and the Union agree to meet and confer on matters of clarification of the terms of this Agreement upon the written request of either party. The written request shall be made in advance and shall include an agenda stating the nature of the matters to be discussed and the reason(s) for requesting the meeting. Discussion shall be limited to matters set forth in the agenda. It is agreed that these special meetings shall not be for the purpose of conducting continuing collective bargaining negotiations, nor to in any way modify, alter, change or detract from the provisions of this Agreement. Special meetings shall be held within ten (10) calendar days of the receipt of the written request and shall be held between 8:00 a.m. and 5:00 p.m. at a time and place which is mutually agreeable to the parties. Each party shall be represented by not more than four (4) persons at such special meetings. The Union representatives may meet at a place designated by the Employer on the Employer's property for a period not to exceed one-half (½) hour immediately preceding a special meeting.

B. Meeting Place. Meetings of the Union may be held at the Employer's facilities with prior approval of the Controller, provided the desired space is available. The Union shall not meet during working hours except as specifically provided under the terms of this Agreement.

Section 6. Bargaining Committee. The Employer hereby recognizes a bargaining committee composed of three (3) Union members who have been regular full-time employees for at least one (1) year and a reasonable number of non-employee bargaining unit members determined by the Union. 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 members. It is understood that the Union 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 7. Local 2256 Unit Officers. Local 2256 Union Unit Officers may have a total of eleven (11) hours per month between and among all units within the Local 2256, not to accumulate, to attend meetings regarding specific grievances of employees covered by its contracts with Ingham County, to confer with the Union's International Representative, prepare for negotiations, and to conduct other necessary Union business without loss of pay. Necessary Union business only covers those employees covered under UAW contracts. Notwithstanding the above, no individual Union Unit Officer shall be permitted to use more than eight (8) hours per month for the above-stated purposes, which time shall be deducted from the eleven (11) hours total. Prior approval of the Department Head, or his/her designated representative, is required before taking such time off.

Excluded from the above-stated hours shall be no more than one (1) hour per week for attendance at orientation of new hires by one (1) designated Union representative.

The Union Unit Officers shall consist of the Chairperson, Vice Chairperson, Secretary, and Chief Stewards of the UAW units. Newly selected Union Unit Officers shall not be allowed to use the hours provided in this section until ten (10) days' advance written notice of said selection is provided to the Human Resources Director and Department Head.

Under unusual circumstances, the Union Unit Officer's Department Head, or his/her designated representative, may grant additional time off. The denial of additional time off by a Department Head, or his/her designated representative, shall not be subject to the grievance procedure.

The Union Unit Officers shall devote their best efforts to the administration of this Agreement and to improve the labor relations between the parties.

Section 8. Correspondence. A copy of all business correspondence relating to the administration of the contract from the UAW Attorney, or the International Representative, or from their office, addressed to any County department head, elected official or Manager, shall be sent to the County Attorney. The Employer agrees to send to the UAW International Representative and UAW Chairperson the County Services Committee Agenda and non-confidential materials in the packet, and the Finance Committee Agenda

and minutes only on a regular basis. In addition, the Employer agrees to provide to the UAW, by February 1 and August 1 of each year, the names and addresses of all employees represented by the UAW.

Section 9. V-CAP Checkoff. The Employer agrees to make payroll deductions for UAW V-CAP pursuant to the terms of signed authorization forms received from employees. The Employer will promptly remit these deducted funds to UAW Michigan V-CAP, care of Financial Secretary of the local union, in a separate check, together with the names and addresses of those employees for whom such deductions have been made, and the amount of each deduction.

## ARTICLE 17 UNION SECURITY AND CHECKOFF

Section 1. The Employer will not discriminate against any employee because of membership in the Union.

Section 2. Upon completion of thirty (30) days of employment, membership in the Union or compliance with payment of representation fees shall be a condition of continued employment. The Employer agrees to deduct Union dues or Union service fees to become effective the second payday of the month, following the employee's successful completion of thirty (30) days of employment.

The Employer agrees to deduct the initiation fee of the Union, for those employees joining the Union, which is payable only once when a new hire completes thirty (30) days of employment. This one-time deducted initiation fee shall become effective the second payday of the month, following the employee's successful completion of thirty (30) days of employment.

Section 3. Agency Shop. The Employer agrees to deduct from the salary of each individual employee in the bargaining unit who becomes a member, the Union's dues, subject to all of the following conditions:

A. The Union shall obtain from each of its members a completed authorization form which shall conform to the respective state and federal law(s) concerning that subject, or any interpretation(s) thereof. The Union shall furnish the forms. The Employer shall provide that form to the employee in the event a Union representative is not able to attend the weekly orientation session.

B. All checkoff authorization forms shall be filed with the Employer's Director of Human Resources, who may return any incomplete or incorrectly completed form to the Union's treasurer, and no checkoff shall be made until such deficiency is corrected. Once the deficiency is corrected, the total amount due shall be deducted and forwarded to the Union.



C. All employees covered under this Agreement who do not voluntarily choose membership in the Union shall have deducted from their wages a percentage of the membership dues, which sum shall be less than one hundred percent (100%) of said dues, upon receipt by the Employer of a signed, written card, and which sum shall accurately represent the amount for said employee due the Union as their fair share of costs attributable to negotiating the terms of this Agreement and servicing the contract.

D. The Employer shall only checkoff obligations which come due at the time of checkoff, and will make checkoff deductions only if the employee has enough pay due to cover such obligation. The Employer is not responsible for refund to the employee if he/she has duplicated a checkoff deduction by direct payment to the Union.

E. The Employer's remittance shall be deemed correct if the Union does not give written notice to the Human Resources Director within two (2) calendar weeks after remittance is transmitted of its belief, with reason(s) stated therefor, that the remittance is incorrect.

F. The Union shall provide at least thirty (30) days written notice to the Human Resources Director of the amount of Union dues and/or representation fees and/or initiation fee to be deducted from the wages of employees in accordance with this Article. Any changes in the amounts determined will also be provided to the Human Resources Director at least thirty (30) days prior to its implementation.

G. The Union agrees to defend, indemnify and save the Employer harmless against any and all claims, suits, or other forms of liability arising out of its deduction from an employee's pay of Union dues, representation fees and/or initiation fee, 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. The Union assumes full responsibility for the disposition of the deductions so made once they have been sent to the Union.

Section 4. Continued Employment. The Union shall notify an employee who has not paid his/her dues or representation fee by certified mail, with a copy to the Employer. If said employee does not pay the dues or representation fee within thirty (30) days after said notice is received, the Union 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 a Union representative the opportunity to meet with new employees at the weekly orientation session. The Union shall be responsible to receive the necessary information at orientation.

**ARTICLE 18**  
**HOSPITALIZATION - MEDICAL COVERAGE**

Section 1. Health Insurance Program. Effective January 1, 2009, the Employer will offer the following health insurance programs for eligible full-time employees and legal dependents.

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

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

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

Drug Plan: Prescription drug co-pays for Retail Generic drugs are \$2.00. The co-pays for Retail Brand drugs will be based on a Formulary. Retail Brand co-pays will be 20%, but not more than \$40.00. Retail Non-Formulary co-pays will be 25%, minimum \$25.00 but not more than \$50.00. Maximum out-of-pocket expenses for drugs for each health care plan participant will be \$1,200.00 per year. Coverage for mail order will also be provided, and a 90-day supply of any properly prescribed drug will only be available through mail order. Mail order Generic co-pays will be \$2.00. Mail order Brand co-pays will be based on a Formulary and the co-pays will be 7%, minimum \$0.00 but no more than \$40.00. Mail order Non-Formulary co-pays will be 8.25%, minimum \$25.00 but no more than \$50.00. The formulary shall be subject to periodic review and revision. There are specific medications and medication classes that are subject to prior authorization requirements, prior notification requirements, daily and period quantity limits by Medco. Appeals and override processes may be available for unusual or unique situations.

Option 3: PHP Base Plan: L0000280 – Class 1J00

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

Employee/patient pays the total costs of medications until the plan deductible has been satisfied. At that point Generics will be dispensed with a \$10.00 co-pay (or actual cost), Tier Two medications with a \$25.00 co-pay (or actual cost), and Tier three medications with a \$50.00 co-pay (or actual cost). Three month supplies of properly prescribed drugs may be obtained via mail only with the following co-pays: Generic \$20.00 or actual cost, Tier 2 \$50.00 or actual cost, and Tier 3 \$100.00 or actual cost. These costs are not changed if the member reaches the maximum out of pocket costs for the plan year.

Section 2. Effective January 1, 2009, the Employer agrees to pay the full premium for eligible full-time employees for hospitalization coverage outlined in Section 1 above, up to the following amounts:

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

These benchmarks may be adjusted annually as recommended by the Ingham Health Coalition and approved by the Ingham County Board of Commissioners, but shall be increased no less than two percent (2%). Increases in premium costs exceeding the benchmark will be shared 50/50 by the Employer and the employees with the employees' payment made through payroll deduction under the Section 125 Plan.

The parties will retain the Health Care Cost Containment Committee which will continue to meet on ways to reduce health care costs and to avoid and reduce potential co-pays of both the Employer and the employees. The Employer will provide the Union and the Committee new health care premium rates as soon as they are available.

Section 3. An employee shall become covered on the first day of the month following date of hire and upon completion of the required forms and acceptance by the carrier as a participant. The Employer shall pay the entire premium cost for full family coverage for each eligible full-time employee, except as otherwise provided hereunder. (See Sections 1 and 2). Payroll deductions will be made for any additional cost as provided under this Article.

Section 4. The Employer reserves the right to substitute another carrier, provided the fundamental provisions of the above coverage will not be changed.

Section 5. Part-time employees shall receive medical coverage as stated in Article 5, Section 1(B) and 1(C).

Section 6. Newly hired full-time employees shall receive single subscriber coverage only for the first three (3) months of their employment effective the first of the month following date of hire. Additional coverage may be obtained if the employee so desires. In that event, that employee, through payroll deduction shall be responsible for the difference. Upon completion of the first three (3) months of employment, each full-time employee will be eligible for full family coverage. Dependents will be covered the first of the month following three months of employment.

Section 7. In the event that a non-probationary employee is laid off, he/she may retain medical coverage as provided by COBRA, providing he/she pays the full premium cost of the insurance. Provided further, that such payment is authorized by the insurance carrier.

Section 8. An employee who is eligible for medical/ hospitalization insurance via another source and who executes an affidavit to that effect may elect not to be covered by the medical insurance provided under this Article. The decision to waive coverage shall be made once per calendar year. A waiver agreement drafted by the Employer shall be executed by the employee. In the event the employee elects to forego medical insurance, the Employer shall pay an amount based upon the coverage to which the employee is otherwise eligible at the time of election (full family, two persons, or single subscriber) directly to the employee as taxable compensation. The amounts payable, based on the applicable coverage, shall be as follows:

Full Family	=	\$201.85 if participating prior to 1/1/2007
2-Person	=	\$179.65 if participating prior to 1/1/2007
Single	=	\$106.09 if participating prior to 1/1/2007
New enrollment on or after 1/1/2007	=	\$106.09

These waiver amounts will be adjusted annually the same percentage as the benchmarks increase. Employees losing medical coverage from another source shall notify the County Financial Services Department in time so that the employee and dependents, where appropriate, can be re-enrolled in a health care plan beginning the first day of the month following the loss of alternate coverage.

Section 9. In the event a husband and wife are both employees of the County, or any of the Courts of Ingham County, the payment provisions in lieu of health insurance coverage as stated under Section 8 shall be mandatory. Those employees shall not be permitted to have double health insurance coverage from the same or different options noted in this Article. Employees losing medical coverage from their spouse shall notify the County Financial Services Department in time so that the employee may re-enroll in a health care plan beginning the first day of the month following the loss of alternate coverage. For employees participating in the waiver plan prior to January 1, 2007, the spouse receiving the waiver payment will receive \$106.09 per month as taxable compensation. For newly formed couples either through marriage or new employment on or about January 1, 2007, there will be no eligibility for health waiver payments.

Section 10. The Employer and the Union agree to negotiate on the addition of alternate health plans should the Employer so request of the Union. However, such plans cannot be implemented without the mutual agreement of the parties.

In the event health insurance cost containment measures are identified following the date of ratification of this agreement, then the bargaining unit agrees to negotiate those measures so identified in good faith.

Section 11. Certain individuals who satisfy the requirements of Resolution #08-042 will be provided health insurance pursuant to the benefit eligibility requirements of the

County, health care providers and IRS regulations. Such provision of health care benefits are subject to elimination or modification by the County to the extent permitted by law.

**ARTICLE 19**  
**LIFE INSURANCE**

Section 1. The Employer shall provide life insurance coverage in the amount of \$30,000.00, including double indemnity for accidental death, for full-time employees only.

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.

Section 3. If employed for six (6) consecutive months in a permanent position, the Employer will provide \$10,000 of life insurance to three-quarter time employees and \$7,500 for part-time employees. The requirements under Article 19, Section 2, shall apply.

Section 4. Employees shall have the option to purchase, at their expense, additional life insurance coverage in amounts and for the cost as allowable and determined by the carrier and County. The total cost of such optional coverage shall be paid for by the employees through payroll deduction. The above is contingent upon the carrier accepting and approving any such additional coverage and complying with County requirements.

**ARTICLE 20**  
**HOLIDAYS**

The following holidays are recognized by the Employer:

New Year's Eve Day	Labor Day
New Year's Day	Veterans' Day
Martin Luther King Day	Thanksgiving Day
Presidents' Day (effective 2010)	Friday following Thanksgiving Day
Good Friday Day	Christmas Eve Day
Memorial Day	Christmas Day
Independence Day	

Zookeepers work and observe actual holidays, not Ingham County date of observance.

Section 1. Non-probationary, full-time employees who are not required to work on the above recognized holidays shall be paid eight (8) hours of pay at their regular rate for the holidays.

Section 2. When a holiday falls within an employee's vacation period and the employee is absent from work because of vacation, the employee will receive

compensation for that day as a holiday, and the day will not be considered as a vacation day.

Section 3. Non-probationary employees scheduled to work any of the above holidays shall be compensated at the rate of one and one-half (1 1/2) times their regular hourly rate of pay for all hours worked in addition to receiving eight (8) hours of holiday pay at their regular rate of pay in accordance with Section 1. The Holiday shall be from 12:01 AM to 11:59 PM on the date recognized as the Holiday under this Article for pay purposes under this Section.

Section 4. To be eligible for holiday pay, an employee must be compensated the last scheduled day before and the first scheduled day after the holiday (plus the holiday, if scheduled) unless the absence has been previously approved by his/her department head and must be a non-probationary employee. An employee using sick leave before or after a holiday may be required by their department head to provide legitimate medical verification to the Employer to substantiate that he or she was truly ill or injured. Holiday pay shall not be given until such medical verification is given to the Employer.

Section 5. Martin Luther King Day shall be observed as a County holiday on the same day it is observed by the State and federal government.

Section 6. Upon successful completion of the probationary period, employees shall be paid for eligible holidays that occurred during the employee's probationary period. Termination of employment for any reason prior to the completion of the probationary period shall result in no holiday payment.

Section 7. A non-probationary employee who is not regularly scheduled to work on a County holiday and who is called in by his/her supervisor (not to include replacing another employee who was scheduled to work and is absent for any reason) will be paid time and one-half (1-1/2) for hours worked on that holiday. The above payment is not applicable if the called in employee is replacing another employee who was scheduled to work that holiday and is absent for any reason.

Section 8. A full-time employee shall be paid holiday pay for all regularly scheduled hours of his/her shift for each recognized holiday under the contract, subject to the conditions provided under this contract. All eligible employees less than full-time, i.e. three-quarter time, shared-time and part-time shall only receive holiday pay for the hours for which they were regularly scheduled to work on that holiday. If they were not regularly scheduled to work on a holiday, they shall not receive any holiday pay.

This provision shall supersede any contrary provision.

**ARTICLE 21**  
**VACATION**

Section 1. Schedule. Employees shall earn vacation credits according to the following schedule:

<u>Continuous Service</u>	<u>Hours Earned Each Fully Compensated Payroll Period</u>
One Year	3.384 hours (88)
Two Years	3.693 hours (96)
Three Years	4.000 hours (104)
Four through Eight Years	4.923 hours (128)
Nine Year	5.231 hours (136)
Ten through Fourteen Years	5.846 hours (152)
Fifteen through Nineteen Years	6.492 hours (168)
Twenty Years and over of uninterrupted employment	6.769 hours (176)

Section 2. Use. Vacation hours may not be used until the employee has completed six (6) months of continuous service with the Employer.

Section 3. Maximum Accumulation. Vacation hours not used may only be accumulated to a maximum of three hundred (300) hours.

Section 4. Absence. Absence on account of sickness, illness, or disability in excess of that hereinafter authorized for such purposes, may, at the request of the employee, be charged against vacation allowance.

Section 5. Schedule of Vacations. The Employer shall keep a record of vacation credit, and each department head shall schedule vacation leaves to accord with operating requirements and, insofar as possible, with the written request of the employee.

Section 6. Records. Records of employee vacation eligibility and vacation hours used shall be available to the employee.

Section 7. Payment of Unused Vacation Hours. Unused vacation hours earned in accordance with provisions of this Article will be paid to employees who have completed their probationary period, upon retirement or upon resignation, provided two (2) weeks' prior written notice from the employee is given to the Employer. Vacation hours will not be paid in cases of discharge from employment.

Section 8. Vacation Bonus Days. Effective January 1<sup>st</sup> of each year, each full-time employee will be credited with twenty-eight (28) hours of vacation bonus hours to be used during each calendar year. The first twenty-eight (28) hours of annual leave taken during each calendar year will be the vacation bonus hours and so indicated on the time card. Any portion of the vacation bonus hours not taken during each calendar year will be lost

effective December 31<sup>st</sup> of each year. This vacation bonus will not accumulate nor will it be paid upon any termination of employment.

Section 9. Three-Quarter and Part-Time Employees. Part-time employees shall earn vacation and vacation bonus (Section 8) at one-half ( $\frac{1}{2}$ ) the rate of full-time employees. However, part-time employees who are regularly scheduled to work and do work between thirty (30) and thirty-nine (39) hours per week shall receive vacation at three-fourths ( $\frac{3}{4}$ ) the rate of full-time employees.

Section 10. Proration. The accrual rates in Section 1 of this Article are based upon a full-time employee being on the active payroll and compensated for all of the payroll period. Being on the active payroll and compensated means receiving wages, or on paid leave, such as paid sick leave, holidays, vacation, compensatory leave, county paid military leave, or paid union leave. An employee shall not be considered on the active payroll and being compensated when they are on unpaid leaves, workers compensation, disability leave, unpaid FMLA, or layoff. Accruals shall be prorated if a full time employee is on the active payroll and compensated less than eighty (80) hours in a payroll period. Accruals provided in Section 9 above, and Article 5, Section 1(B)(1), for three-quarter time employee shall be prorated if the three-quarter time employee is on the active payroll and compensated less than sixty (60) hours in a payroll period. Accruals provided in Section 9 above, and Article 5, Section 1(C)(3), for part-time employee shall be prorated if the part-time employee is on the active payroll and compensated less than forty (40) hours in a payroll. Proration under this section will be calculated based on the ratio of time compensated versus the applicable normal full payroll amount (80, 60, or 40 hours).

## ARTICLE 22 LEAVES OF ABSENCE

### Section 1. Sick Leave.

A. Each employee shall earn sick leave credit based on the ratio of 4.5 hours for each fully compensated payroll period.

B. Proration. The accrual rates in Subsection 1 of this Article are based upon a full-time employee being on the active payroll and compensated for all of the payroll period. Being on the active payroll and compensated means receiving wages, or on paid leave, such as paid sick leave, holidays, vacation, compensatory leave, county paid military leave, or paid union leave. An employee shall not be considered on the active payroll and being compensated when they are on unpaid leaves, workers compensation, disability leave, unpaid FMLA, or layoff. Accruals shall be prorated if a full time employee is on the active payroll and compensated less than eighty (80) hours in a payroll period. Accruals provided in Subsection A above and Article 5, Section 1(B)(1), for three-quarter time employee shall be prorated if the three-quarter time employee is on the active payroll and compensated less than sixty (60) hours in a payroll period. Accruals provided in Subsection A above and Article 5, Section 1(C)(3), for part-time employee shall be



prorated if the part-time employee is on the active payroll and compensated less than forty (40) hours in a payroll. Proration under this section will be calculated based on the ratio of time compensated versus the applicable normal full payroll amount (80, 60, or 40 hours).

This Subsection shall be effective the later of July 1, 2009, or the same payroll period when this proration system is implemented for the ICEA County and Court Professional bargaining units, the OPEIU Family and Probate bargaining units, and the non-union managerial and confidential employees.

Section 2. Maximum Accumulation. Sick leave credit shall accrue to a maximum of 1,920 hours.

Section 3. Purpose. Sick leave credit may be used for absence due to personal illness, personal injury or exposure to contagious disease, doctor or dentist appointments.

Section 4. Notice. An employee taking sick leave shall inform his/her immediate supervisor of the fact and the reason therefore within the first hour of the employee's work day.

Section 5. Family Illness.

A. A cumulative maximum of 40 hours of sick leave credit per contract year may be used for the illness of a spouse, minor dependent child or step-child, or parent of the employee. Medical verification may be required by the Employer.

B. Employees may use accumulated sick time for approved leave of absences relating to a Family Medical Leave request when it is necessary, as medically certified, to care for a family member. This is in addition to the time granted in subsection A above. This sick leave use will be granted after the employee has exhausted other available paid time. Donated sick time can be used for the employee's own illness or the illness of any person covered as qualified as a FMLA family member. If an employee chooses to donate sick time to another employee, that donation will not be used against the employee for the purpose of calculating sick leave Annual Cash-Out Option, Section 12.

Section 6. Proof of Illness. An employee may be required to provide proof of illness in the form of a physician letter or other means of proof when proof is justified by a pattern, frequency or length of illness or other circumstances giving rise to reasonable suspicion. In the event this occurs, the Employer may implement Section 11.

Section 7. Payment for Sick Leave. All payment for sick leave shall be made at the employee's base rate of pay.

Section 8. Transfer of Sick Leave. An employee who transfers within the County and/or Court, from one bargaining unit to another, or out of a unit, shall use the accrued

and unused sick leave credit subject to the terms and conditions of the successor contract, or the Employer's personnel practices, whichever are applicable.

Section 9. Cash-Out Upon Separation. Upon separation from employment, an employee shall be paid for accrued and unused sick leave credit at his/her base rate of compensation at the time of separation, on the following basis:

1. Death: 50% of maximum 1,280 hours to a maximum 640 hours upon death of the employee to the designated beneficiary.
2. Retirement: 50% of a maximum 1,280 hours to a maximum of 640 hours upon retirement of the employee.
3. No payment upon separation of employment for any reason other than retirement or death.

Section 10. Upon resignation or dismissal from employment, all sick leave credits shall be canceled and shall not be reinstated or paid for.

Section 11. The Human Resources Department may require a physical or mental exam by a doctor, at the Employer's expense, to determine the employee's ability to perform his/her regular duties, if deemed appropriate. Forty-eight (48) hours prior to a required mental exam, the Union shall be notified. The employee may obtain a second opinion, at the employee's expense, and in the event there is a dispute between the Employer's doctor and the employee's doctor, both of those doctors shall select a third doctor, whose decision shall be final and binding on the parties. The expense for the third doctor's opinion shall be split 50-50 by the Employer and the employee if not covered by the employee's insurance.

Section 12. Annual Cash-Out Option. Upon execution of a written option, an employee shall be paid for one-half ( $\frac{1}{2}$ ) of the balance of the sick leave credit earned but unused during the twelve (12) month period commencing with the first pay period that ends in January of each year, at the base rate of compensation in place during December of the contract year, to a maximum of forty (40) hours. The remainder of the employee's sick leave balance shall accumulate as set forth in Section 2 of this Article. The payment request shall be submitted on the designated form no later than December 15th, and payment therefor shall be received no later than January 15th of each year.

Section 13. Compassionate (Funeral) Leave. If a death occurs among a member of an employee's immediate family, the employee will be excused from work to attend the funeral and make other necessary arrangements, up to a maximum of five (5) work days, three (3) of which will be with pay and, if necessary, two (2) additional days to be charged against earned sick leave. Immediate family is defined as: spouse, children, parents, father-in-law, mother-in-law, brother, sister, step-sister, step-brother, and grandchildren.

One (1) work day, the day of the funeral, is allowed in the case of the death of an uncle, aunt, nephew, or niece, and two (2) work days for step-mother, step-father, brother-in-law, sister-in-law, daughter-in-law, son-in-law, grandfather, or grandmother to be charged against earned sick leave. Upon approval of the department head, one (1) additional day may be granted, to be charged against sick leave. Any additional time must be charged against annual leave.

An employee not scheduled to work a holiday who is off for funeral leave shall not be compensated for funeral leave noted above but shall receive holiday pay only. An employee who is scheduled to work a holiday and is off for funeral leave shall be compensated for holiday pay and funeral leave but that time shall not be counted for overtime purposes.

#### Section 14. Special Leaves.

A. Upon the request of the employee, in addition to leaves authorized above, a department head may authorize an employee to be absent without pay for personal reasons for a period or periods not to exceed ten (10) work days in any calendar year. With the prior approval of the Human Resources Department, a department head may authorize an employee to be absent without pay for personal reasons for a longer period, but not to exceed sixty (60) days in any calendar year, unless the County Services Committee approves one (1) additional ninety (90) day extension under unusual circumstances.

B. Upon prior approval of the County Services Committee, department heads may authorize special leaves of absence for any period or periods not to exceed one (1) calendar year for the following purposes:

- 1) With or without pay for attendance at a college, university, or business school for the purpose of training in subjects relating to the work of the employee and which will benefit the employee and Employer.
- 2) Without pay for urgent personal business requiring the employee's attention for an extended period, such as settling estates or liquidating a business.
- 3) Without pay for purposes other than the above that are deemed beneficial to the Employer.

C. The County Services Committee, upon recommendation of the appropriate department head, may grant leaves of absence with or without pay in excess of the above limitations for the purposes of attending extended courses of training at a recognized university or college, and for other purposes that are deemed beneficial to the Employer.

D. The Employer shall abide by the mandatory provisions of federal and state laws regarding re-employment rights of veterans and to granting leaves of absence in accordance therewith.

E. Any time approved in excess of three (3) months, seniority will not accrue.

F. When an employee is on workers' compensation, it will be considered an authorized leave of absence for the duration of the paid or unpaid leaves authorized in this Agreement, including any time period the employee remains on the active payroll, on a paid leave, special leave, or other leave expressly authorized under this Agreement.

Section 15. Union Notice. The Union shall receive a copy of all approved leaves of absence.

Section 16. Sick Time Donation. The County Services Committee of the Board of Commissioners may allow sick time donations within its discretion. Any decision by the County Services Committee shall not be grievable.

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

- 1) The maximum time an employee may donate shall be sixteen (16) hours to no more than two (2) persons in one (1) calendar year.
- 2) The list of donating employees will be arranged in alphabetical order of "a" to "z" and "z" to "a" on an alternating basis for each separate donation.
- 3) The donated time will be taken from sick time accumulations.
- 4) During the period in which the employee is receiving sick leave donations, he/she will not continue to receive sick and/or vacation accumulations.
- 5) To be eligible to receive sick leave donations, an employee must use all his/her accumulated vacation, compensatory time, sick time, and personal leave.
- 6) Notwithstanding the above, no employee shall be permitted to donate any of their sick time unless they have ten (10) or more days accumulated.

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

**ARTICLE 23**  
**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 \$300.00 per week for a maximum of one hundred four (104) weeks.

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

C. The regular full-time employee may use sick time accumulations during the ninety (90) calendar day elimination period and also may use vacation and compensatory time accumulations. If the employee's total accumulations exceed ninety (90) calendar days, the short-term disability payments shall commence on the 91st day, at the option of the employee, with the remaining accumulations to stay on record.

Section 2. Seniority shall accrue while an employee is being paid disability payments, but all other benefits such as, but not limited to, health insurance, sick leave, life insurance, holidays, dental insurance, vacation accumulation, and longevity, shall cease. However, employees on disability may pay group rates for hospitalization/medical coverage for a maximum of one hundred four (104) weeks.

Section 3. "Disability" shall be defined through the County's disability carrier's contract.

Section 4. To be eligible for short-term disability benefits, the employee must submit the disability claim to the insurance carrier within the time limits and under the procedure established by such carrier. The Employer shall give notice to the employee of the required time limits within the ninety (90) day elimination period and before said eligibility expires if it is made aware of the qualifying disability.

**ARTICLE 24**  
**LONGEVITY PLAN**

Section 1. All regular full-time employees, having completed four (4) years of continuous, regular, compensated employment prior to December 1, shall be eligible to receive a longevity bonus for service with the Employer. A year is defined as December 1 through the following November 30. Payments to employees who become eligible to receive a longevity bonus prior to December 1 of any year, shall be paid the first regular work day of December. The following will not affect eligibility during the initial four (4) year eligibility period only: ten (10) work days or less of authorized unpaid leave and/or thirty

(30) calendar days or less of unpaid sick leave, including workers' compensation, each year.

Employees must have completed continuous full-time employment equal to that required for original eligibility, as stated above, plus one (1) additional year of continuous, regular, Employer compensated full-time employment to be eligible for each additional annual payment.

After the four (4) year eligibility period, employees whose employment terminates before December 1 because of service or disability retirement shall be paid a prorated bonus when they retire, based on the number of calendar months of full-time active employment credited to them from the preceding December 1st to the date of cessation of their active employment. All other employees whose employment terminates for other reasons prior to December 1 shall not be eligible to receive a longevity bonus.

After the four (4) year eligibility period, as stated above, employees on an authorized unpaid leave of absence, as permitted under this contract, during the twelve (12) month eligibility period for a longevity bonus other than their initial longevity bonus, shall receive a prorated payment based on the number of complete months he/she received full Employer compensation (excludes worker's compensation), provided that the employee is eligible and receives a longevity payment the following year. Under such circumstances, the employee shall receive a retroactive prorata payment at the rate it was earned. The above limitation shall not be applicable to authorized leaves of absence which do not exceed in total thirty (30) days in a year. For example, if an employee is granted a fifteen (15) day leave one month and a fifteen (15) day authorized leave another month, and is otherwise eligible, he/she shall not lose any longevity payment. Employees on unpaid leave of absence due to illness during the 12-month eligibility period for a longevity bonus, other than their initial longevity bonus, shall receive a prorated payment based on the number of complete months he/she received full Employer compensation.

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

<u>Continuous Employment</u>	<u>Annual Bonus</u>
4 or more, but less than 8 years	3% of Annual Wage
8 or more, but less than 12 years	5% of Annual Wage
12 or more, but less than 16 years	7% of Annual Wage
16 or more years	9% of Annual Wage

Section 3. The longevity bonus shall be computed as a percentage of the employee's annual base salary or wage. Base salary or wage shall be that which an employee is being paid on October 1 of the fiscal year in which a longevity bonus is due, and shall not include overtime pay, premium pay, uniform allowance per diem, or travel allowance, or any other compensation, including worker's compensation. No longevity

payment as above scheduled shall be made for that portion of an employee's base salary which is in excess of TWENTY THOUSAND DOLLARS (\$20,000.00).

Section 4. By November 1 of each year, each department head shall furnish the Financial Services Department with a list of employees who are eligible to receive a longevity payment. The department head shall indicate the amount of the longevity bonus due such employee. The Financial Services Department shall review each list to assure that dates of continuous employment correspond with the employment records and that the proposed payments are consistent with the collective bargaining agreements; make any revisions necessary; inform the department head; and provide one (1) list of approved longevity payments to the Controller. The Controller shall authorize payment pursuant to County procedure.

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

Section 6. It is expressly understood and agreed that worker's compensation is not considered paid time or "compensation" for the purposes of this Article.

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

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

## ARTICLE 25 RETIREMENT

### Section 1.

A. Employees are covered by the Municipal Employees' Retirement System Plan (MERS).

1. The Employer shall abide by all the terms and conditions of that Plan Document, or a similar retirement plan with the Municipal Employees'

Retirement System or provided by another carrier, which is equal to or exceeds the present plan.

B. Employees with a date of hire with Ingham County or its predecessor, City of Lansing, prior to July 1, 2007, shall participate in the MERS Non-Standard Benefit plan as follows:

1. 2.75% multiplier of the years of service credit up to a maximum of 35 years.
2. 1.5% multiplier of the years of service credit in excess of 35 years.
3. The maximum annual pension may not exceed 100% of the FAC.
4. Eligible at 50 years with 25 years of service credit or 58 years with 8 years of service credit.
5. FAC equals the highest two consecutive years out of the last 10 years of service prior to retirement.
6. 8 year vesting.
7. Employee contribution equals 1.7% of wages during this Contract term.
8. No mandatory retirement age.
9. Participation in the City of Lansing Retiree Health Care Plan.

C. Employees with a date of hire with Ingham County on or after July 1, 2007, shall participate in the MERS B-2 Plan as follows:

1. 2.0% multiplier of years of service credit after July 1, 2007.
2. Eligible at 60 years of age with 10 years of service.
3. FAC equals highest five consecutive years out of the last 10 years prior to retirement.
4. 10 year vesting.
5. No mandatory retirement age.
6. Employee contribution is 0% of wages during this Contract term.



D. In the event the Employer offers the MERS Health Care Savings Program to members of other Ingham County UAW Units the Employer agrees to implement the same MERS Health Care Savings Programs if agreed upon by the Union. The employees shall pay the full cost of this program, including the per employee administrative cost of said program, through payroll deduction.

Section 2.

A. Retirees eligible for retiree health and hospitalization coverage may also enroll at the retirees' cost in dental and/or vision coverages offered to active employees, provided they enroll for such coverages upon retirement unless they have coverage available through another source. Retirees that do not initially enroll in dental and/or vision coverages that lose dental or vision coverage from another source shall notify the County Financial Services Department. The retiree can then be enrolled for dental and/or vision coverage at the retiree's cost the first of the month following their loss of alternate coverage(s). Retirees that enroll in dental and/or vision coverage and subsequently drop coverages may not re-enroll.

B. Employees who have met the vesting requirements with Ingham County service only and who are immediately eligible for and immediately exercise retirement benefits following employment with Ingham County shall be provided single subscriber health and hospitalization coverage. Non-Medicare eligible retirees shall receive the same health coverage options as active employees, if available, with a benchmark as set forth in Article 18, including the increase in the benchmark as set for in Article 18. Increases in premium costs which exceed the benchmark will be shared 50/50 by the Employer and the retiree on a monthly basis. Retirees can pay for their spouse's coverage under the conditions established by the County. Medicare eligible retirees will be offered enrollment in a Medicare coordinate plan and must accept and pay for Part B coverage. Medicare eligible retirees will have the choice of the following plans in 2009: a. PHP High and PHP Low Medicare Supplement Plans; or b. Humana Medicare Advantage Plan. The County shall pay the premium for the Medicare eligible retiree up to the benchmark, with the County and the retiree splitting any costs over the benchmark 50/50. If a coverage is no longer available, the retiree must select from what is available and pay the difference in cost, if any.

Section 3. In the event a retiree wishes to cover his or her spouse he/she may do so by prepaying the County the difference between the applicable two-person rate and the appropriate benchmark amount.

Section 4. Full-time employees who have met the vesting requirements with Ingham County and/ or City of Lansing service only, and who retire during the period of this Agreement, and are immediately eligible for retirement benefits as provided in the above plan, shall be provided with \$2,000.00 life insurance coverage, payable to their beneficiary at the time of their death, and the total cost of this coverage shall be borne by the Employer.

Section 5. The Employer shall pay the employee's portion of the retirement costs, except as stated in Sections 7 and 8 and elsewhere in this contract.

Section 6. The Employer reserves the right to obtain a retirement plan different than the Michigan Employees' Retirement System, provided that the current benefits provided to employees are not reduced. However, prior thereto, the Employer shall notify the Union at least ten (10) days in advance and meet and confer with the Union.

Section 7. Notwithstanding any contrary provision contained in this Article, the obligation of the Employer to pay for and provide retiree health insurance shall cease in the event that comparable health insurance is available to the retiree through another Employer or source, such as his/her spouse's employer. Further, there shall be a requirement to coordinate with other available health insurances, Medicare, Medicaid, federal insurance or any other health insurance which may be available in part or in total to the retired employee. All questions of eligibility shall be determined by the regulations and rules established by the carrier providing such coverage.

Retirees losing medical coverage from another source shall notify the County Financial Services Department in time so that the retiree can be re-enrolled the first of the month following their loss of alternate coverage.

The retiree shall apply for Medicare, Medicaid or similar federal program benefits as soon as he/she is eligible. As of said date, all benefits payable by the County shall be reduced by an amount equal to federal benefits pertaining at that time and shall be supplement to such coverage. In the event the name of any of the federal coverages/benefits referred to herein shall be changed, this section shall be deemed to apply to any and all similar or replacement programs subsequently designated.

Section 8. The Employer will provide a MERS "P" program, subject to and contingent upon MERS authorization. The entire bargaining unit must pay the same percentage contribution. Employee's wages shall be reduced accordingly.

## ARTICLE 26 TRAVEL ALLOWANCE

### Section 1. Mileage Allowance.

A. All employees covered hereunder will be reimbursed for mileage at the IRS rate when required to drive their own vehicles in the course of their employment. Any changes in the standard IRS mileage reimbursement rate, either upward or downward, shall be effective prospectively only from and after the first full calendar month after the IRS announces such a change in writing.

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

C. There shall be an explanation given on all claims made to the Board of Commissioners for reimbursement of expenses for all trips.

Section 2. Automobile Insurance. Employees who use their vehicles as a requirement of their job may be reimbursed to a maximum of ONE HUNDRED TWENTY DOLLARS (\$120.00) for additional automobile insurance charges they may pay as the result of the vehicle being used in the conduct of their job.

This payment will be made by December 15th of the contract year, provided that, prior to December 1st, the employee submits proof of the additional automobile insurance and payment of same.

Section 3. Conferences, Conventions, or Seminars. The following regulations shall apply to all claims for reimbursement of expenses for attending meetings, conventions, conferences, or seminars on behalf of the Employer.

A. Attendance at a meeting, convention, conference or seminar outside the State of Michigan shall have the prior approval of the appropriate committee of the Board of Commissioners.

B. Travel by private automobile shall be reimbursed at the rate as provided in Section 2 above.

C. If transportation is by an Employer-owned vehicle, no mileage shall be allowed. Actual expenses of operation of said vehicle will be paid by the Employer upon tender of receipts for same.

D. If travel is by common carrier, tourist fares will be reimbursed if receipts have been retained and submitted with an Expense Voucher.

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

F. When a member of an employee's family, i.e. wife, husband, son or daughter, shares the hotel or motel room, the single occupancy rate will be reimbursed if receipts have been retained and submitted with an Expense Voucher.

G. Tolls, telephone and telegraph expenses will be reimbursed when it is necessary as a part of the trip on behalf of the Employer.

H. Parking fees during the conference, convention, seminar or meeting will be reimbursed if receipts are retained and submitted with an Expense Voucher.

I. Expense Vouchers shall be submitted for the next regular Board of Commissioners meeting following the convention, conference, seminar or meeting attended by the employee.

J. The following items will not be reimbursed under any circumstances.

- 1) Travel insurance;
- 2) Laundry or dry cleaning; or
- 3) Hospitality or entertainment expense.

K. Taxi fare is reimbursable only if the trip was made by common carrier.

Section 4. Advance Payment. Employees may receive a travel advance prior to their traveling on Employer's business. Said advancement requires the prior approval of the department head and the County Controller, and compliance with the following provisions:

A. The request for advance payment shall be in writing on a form provided and received by the Controller at least five (5) days prior to issuance date desired.

B. A complete report shall be made by the employee to the Controller within five (5) work days after his/her return.

C. Receipts for hotel bills, registration fees, meals, plane, railroad or bus tickets shall be filed with the report.

D. If a private car is used for transportation, mileage will be paid according to the regular mileage schedule.

E. All other expenses to be advanced shall be in accordance with the previous sections hereunder dealing with travel allowances.

## ARTICLE 27 PAST PRACTICES AND OTHER AGREEMENTS

Section 1. 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, excepting, however, past practices established by the Human Resources Department and the Union shall be continued.

Section 2. This Agreement embodies all the obligations between the parties evolving from the collective bargaining process and supersedes all prior relationships existing, except as stated in Section 1.

Section 3. Waiver. 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 areas of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union for the life of this Agreement each voluntarily and unqualifiedly waive the right and agrees that the other shall not be obligated to bargain collectively with respect to any subject and matter referred to in this Agreement, even though such subject or matter may or may not have been within knowledge or contemplation of either or both parties at the time that they negotiate or sign this Agreement.

## **ARTICLE 28** **SAVINGS CLAUSE**

Section 1. If any Article or section of this Agreement or any addendum thereto shall be held invalid by operation of law or by any tribunal of competent jurisdiction, the remainder of the Agreement and addenda shall not be affected thereby and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory placement of such Article or section.

## **ARTICLE 29** **SALARIES**

### Section 1. Salaries.

A. The rates of pay for each classification are based on full-time employment for the positions in that classification. For each classification there shall be entrance, intermediate and maximum salary rates. Said rates are set forth in the Salary Schedule of this Agreement.

B. Original appointment to any position shall be made at the entrance rate of the classification. Upon recommendation of the Department Head, the Human Resources Director may approve initial compensation through Step 4 in the Salary Schedule when the ~~needs for the service make such action necessary; provided that any such exception is~~ based on the outstanding and unusual character of the individual employee's experience and ability over and above the desirable qualifications specified for the class. Authorization for initial compensation above Step 4 must be obtained from the County Services Committee.

C. New employees who are compensated at the minimum rate in their salary grade shall advance to the next step of their salary grade at the beginning of the payroll period following their successful completion of one (1) year of continuous regular employment. New employees who are initially compensated at a rate above the minimum, shall not advance to the next step until the beginning of the payroll period following their completion of one (1) year of employment. Further advancement to the maximum rate

within a salary range shall be by successive steps effective the payroll period following the employee's anniversary date of continuous employment in that classification.

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

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

Merit increases will not change an employee's anniversary date for the purposes of future step increases.

E. If an employee is not performing satisfactorily, the employee and the Human Resources Office shall be informed of this in writing prior to his/her eligibility for a salary step increase. Said increase may then be postponed for up to ninety (90) days to provide the employee an opportunity to improve his/her performance. At the end of that time, he/she shall either receive the salary increase, if improvement has been made, or shall be terminated as an employee of the County.

F. Promotions and Reclassifications.

- 1) Current annual wage is defined as the salary paid to the employee on the date immediately prior to the date of reclassification or promotion.
- 2) Employees who are reclassified or promoted within their career field to a new or different pay grade shall receive an increase of a minimum of five percent (5%) to a maximum of ten percent (10%) more than the above-stated current annual wage, except in the event that step one of the new salary grade is ten percent (10%) above the current annual wage said employee shall be placed in step one of the new salary grade.
- 3) If there is no step in the new salary grade that is between five and ten percent (5%-10%) higher than the current annual wage, said employee shall receive an annual salary increase of seven and one-half percent (7.5%) which shall be effective the first full pay period following promotion or reclassification. On said employee's next anniversary date [which is one (1) year following the effective date of reclassification or promotion], he/she shall be eligible to advance to the next step on the salary scale which is larger than said employee's salary at that time.

- 4) In the event that an employee would receive less money as a result of reclassification or promotion than he/she would have received over the next calendar year if he/she had not been reclassified or promoted, then the UAW International Representative and Employer shall meet to resolve same.
- 5) In no event will the new salary exceed the maximum of the salary grade.
- 6) There will be no change of anniversary dates for the purpose of step increases when employees change positions in the same salary grade (lateral transfer) within the UAW bargaining unit.

G. A requirement for advancement within pay ranges is continuous service, which means regular employment without break or interruption. Leaves of absence with pay and leaves of absence without pay of ten (10) or less days shall not interrupt continuous service. Leaves of absence with or without pay in excess of ten (10) days shall be deducted in computing total service, but shall not serve to interrupt continuous service. Absences without leave in excess of three (3) days in a calendar month shall be deducted from and shall interrupt continuity of service, unless a satisfactory reason is given.

H. It is agreed that employees will not be paid at rates in excess of the maximum for their salary grade and classification.

I. Retroactivity. Employees who voluntarily or involuntarily terminate their employment from the Zoo Unit, except laid off employees, will not receive salary or any other benefits retroactive if terminating before the ratification of this agreement by the parties.

J. Overpayments. Any overpayment of compensation shall be repaid through payroll deduction. The Employer and employee shall attempt to negotiate a repayment schedule. If the parties are unable to agree on a repayment schedule, the Employer may deduct up to twenty percent (20%) of the amount owed but not more than ten percent (10%) of an employee's gross bi-weekly pay, until fully repaid, unless the employee knew or should have known of the error, in which case, the Employer may deduct the entire amount. The Employer may not use this section if the overpayment error is three (3) or more years old.

### ARTICLE 30 RECLASSIFICATIONS

Section 1. Either the Union or the Employer may bring up reclassification after the contract expires on December 31, 2011, in the negotiation process. Consideration of reclassifications as part of the negotiation process, such as interviews of reclass applicants, are to be held during work hours, the same as in Article 19, Section 6.

Section 2. The following steps will be followed regarding reorganizations and/or redesigns.

- A. Employer notifies Union Chairperson of intent to reorganize and/or redesign.

- B. Within six (6) months of such notification and an additional ninety (90) day trial period, the Employer and Union will meet to discuss modified and/or new job descriptions.
- C. Upon establishment of finalized job descriptions, the Union and Employer will jointly evaluate and agree upon appropriate classification levels and wage scales. If agreement is not reached, the wages will be subject to negotiation pursuant to the Public Employers Relations Act (PERA).

**ARTICLE 31**  
**DENTAL INSURANCE**

Section 1. Dental Insurance. The County shall provide dental insurance for full-time and part-time employees and their dependents as follows:

	<u>Insurance Pays</u>	<u>Employee or Patient Pays</u>
<u>Class I Benefits</u>	100%	-0-
Cleaning		
X-Ray		
6 Month checkups		
 <u>Class II Benefits</u>	 75%	 25%
Radiographs		
Basic Restoration		
Periodontics		
Endodontics		
Basic fillings		
 <u>Class III Benefits</u>	 50%	 50%
Major Restorative		
Oral Surgery		
Bridges		
Crowns		

Payment under this provision is limited to Eight Hundred Dollars (\$800) maximum per person, per contract year for Class I, Class II and Class III Benefits. Coverage shall be effective at the beginning of the seventh (7th) full month of continuous service after a new employee's date of hire.

Section 2. Probationary, special part-time and temporary employees are not eligible for coverage.

Section 3. Dental insurance coverage shall commence the first of the month after completion of the probationary period.



**ARTICLE 32**  
**HEALTH AND SAFETY**

Section 1. The Employer and the Union agree to establish a Health and Safety committee consisting of two (2) employees of the bargaining unit and two (2) representatives of the Employer. Any alleged health or safety problem shall be directed to the committee in writing. The recommendation of the majority vote of the committee shall be final and binding upon the Employer and the Union. However, if the parties cannot reach a majority decision, it shall not be subject to any grievance procedure provided for herein, but may be subject to state and federal statutes.

Section 2. Drug Testing and Disclosure of Prescription Drugs. The Employer, or any Department thereof, may request a drug test when reasonable suspicion arises during the course of employees work. Employees in safety sensitive positions may be requested to disclose prescription drugs used where there is a reasonable suspicion that said drug may be affecting the employee's performance of the essential functions of the employee's position. In the event the Employer desires to establish a county wide or department Reasonable Suspicion Drug Test/Use policy, the Employer and Union will jointly create such policies that can be implemented under the procedures set forth in Article 3, Section 2 of this Agreement.

Section 3. Disclosure of Criminal Record.

A. All employees shall fully disclose to their Department Head any criminal felony or work related misdemeanor convictions occurring after the effective date of this Agreement. The employee's criminal history will be held as confidential. The Employer may conduct a criminal history search periodically on all employees when required to insure compliance with grants, licensing requirements, and performance standards.

B. Any employees that work directly with minors or who will have access to minor's records that are convicted of a felony or misdemeanor, including expressly any law relating to drugs or other controlled substances, or are charged with a felony, or are placed on the Central Registry as a perpetrator, shall notify in writing their supervisor immediately, and in all cases, no later than five (5) days after such conviction, charge, or placement on the Central Registry. An employee must disclose to the Employer any conviction resulting from such pending charges as described in this Section. However, as required by Federal regulation, employees working with minors must disclose any arrests or charges related to child sexual abuse, child abuse, or child neglect and the disposition of such arrest or charges, and may also be required to certify that no case of a child abuse or neglect has been substantiated against them. In every case, employees in positions that work directly with minors or who will have access to minor's records, shall undergo the background checks, and, if they have not resided or lived in Michigan for each of the previous ten (10) years, they must also sign a waiver attesting to the fact that they have not been convicted of a felony or identified as a perpetrator.

Section 4. County Vehicles/Transporting Program Participants. All persons operating County vehicles in the course of their employment with the Employer shall, at all times operate their motor vehicle in a safe and prudent manner in strict accordance with the laws of the State of Michigan. No employee shall operate a County vehicle or transport

program participants unless they have the appropriate driver's license from the State of Michigan and, should such driver's license be restricted, suspended or revoked at any time, it shall be the employee's obligation to immediately notify their supervisor of the same. The Employer reserves the right to verify such employee's driving records and driver's license status.

**ARTICLE 33**  
**ADMINISTRATIVE LEAVE POLICY**

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

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

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

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

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

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

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

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

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

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

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

**ARTICLE 34**  
**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. Use of Accumulated Sick Leave When on Workers' Compensation. Employees in the bargaining unit are permitted to use accumulated sick leave and vacation while on workers' compensation as provided below:

A. Employees shall not accumulate sick leave or vacation time while off on workers' compensation.

B. All other fringe benefits shall terminate after an employee is off work on workers' compensation for ninety (90) days.

C. Employees are permitted to use their accumulated sick time and vacation time as a supplement to workers' compensation wage loss benefit.

**ARTICLE 35**  
**I.R.S. SECTION 125**

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

1. medical hospitalization expenses
2. dependent child care programs
3. employee payroll deductions for health care premiums

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

**ARTICLE 36**  
**EMPLOYEE ASSISTANCE PROGRAM**

The Employer shall provide an Employee Assistance Program.

**ARTICLE 37**  
**VISION**

Unit members will be afforded the same vision insurance plan as managerial and confidential employees, being Vision Service Plan B. Eyes exams will be provided every 12 months with a \$10.00 copay at participating providers. Frames and lenses will be provided every 24 months (\$115.00 retail allowance) with a \$25.00 copay. Lenses may also be obtained at 12 months if there is a medial/optical need. In lieu of the lens and frame benefits, contact lenses may be substituted.

**ARTICLE 38**  
**SUBCONTRACTING**

The Employer may subcontract courier services under the following terms and conditions:

1. The Employer may lay off the employee(s) performing courier services. However, that employee working in this classification upon ratification of this Agreement will not be laid off and then his work subcontracted.
2. In the event the current bargaining unit employee working in this classification upon ratification of this Agreement leaves employment through resignation, termination or retirement, the Employer will not subcontract out his position.

**ARTICLE 39**  
**FAMILY AND MEDICAL LEAVE ACT**

The Union and the Employer reserve all their rights under the federal Family and Medical Leave Act and may exercise same.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized representatives on the dates set out below.

COUNTY OF INGHAM

Mark Grebner 1-25-11  
Mark Grebner, Chairperson Date  
Board of Commissioners  
Mike J. Bryanton 1-20-11  
Mike J. Bryanton, County Clerk Date

This Contract was ratified by the Employer on August 24, 2010.

The Union ratified this contract on July 20, 2010.

UNITED AUTO WORKERS

Janice Brigham 1-19-11  
Janice Brigham Date  
Bargaining Chairperson  
Scott Dedic 1/12/11  
Scott Dedic Date  
International Representative  
Norwood Jewel 1-17-11  
Norwood Jewel Date  
Region 1-C Director

## UAW ZOO SALARY SCHEDULE

Jan. 1, 2009 (+2%)*	300	400	600
STEP	Zookeeper Trainee & Maintenance	Zookeepers & Vet Tech	Zookeeper 2
1	30,526	33,601	39,638
2	31,801	34,786	40,868
3	32,986	35,970	42,075
4	34,216	37,269	43,260
5	35,424	38,476	44,513
6	36,631	39,638	45,675
7	37,975	40,868	46,905
8	39,365	42,075	48,044

\*Effective January 1, 2009, the wage scale shall increase by 2% but there shall be no retroactive payment to employees for the 2009 base wage increase upon execution of the contract because employees in the bargaining unit did not participate in Ingham County's Health Insurance Plan during 2009.

Jan. 1, 2010 (+1%)*	300**	400	600
STEP	Zookeeper Trainee & Maintenance	Zookeepers & Vet Tech	Zookeeper 2
1	30,831	33,937	40,034
2	32,119	35,134	41,277
3	33,316	36,330	42,496
4	34,558	37,642	43,693
5	35,778	38,861	44,958
6	36,997	40,034	46,132
7	38,355	41,277	47,374
8	39,759	42,496	48,524

\*Effective January 1, 2010, the wage scale shall increase by 1% with retroactive payment to employees for the 2010 base wage increase upon execution of the contract because employees in the bargaining unit did participate in Ingham County's Health Insurance Plan effective January 1, 2010. However, the 2010 Salary Schedule shall be implemented prospectively following ratification of the Agreement by both parties.

\*\*Four (4) Maintenance employees shall be reclassified from 0300 to 0400 effective the first full pay period following the signing of the contract. Three (3) Zookeepers shall be reclassified from 0300 to 0400 effective the first full pay period following the signing of the contract.

Jan. 1, 2011 (+1%) STEP	300 Zookeeper Trainee	400 Zookeepers & Vet Tech & Maintenance	600 Zookeeper 2
1	31,139	34,276	40,434
2	32,440	35,485	41,690
3	33,649	36,693	42,921
4	34,904	38,018	44,130
5	36,136	39,250	45,408
6	37,367	40,434	46,593
7	38,739	41,690	47,848
8	40,157	42,921	49,009