

AGREEMENT

Between

COUNTY OF INGHAM

and

**INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS AND
WAREHOUSEMEN, LOCAL 580**

Potter Park Zoo Supervisory Unit

January 1, 2010 - December 31, 2011

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE 1. MANAGEMENT RIGHTS	1
ARTICLE 2. RECOGNITION OF THE UNION	2
Section 1. Definition of the Bargaining Unit	2
Section 2. Condition of Employment	2
Section 3. Equal Representation	2
Section 4. Payroll Deduction of Dues	3
Section 5. Payroll Deductions - DRIVE	3
Section 6. Partial Invalidity	3
Section 7. Hiring and Termination Notice	4
Section 8. Letter of Introduction	4
ARTICLE 3. NO STRIKE CLAUSE; PAST PRACTICE AND WAIVER PROVISIONS .	4
Section 1.	4
Section 2.	4
Section 3. Waiver	4
ARTICLE 4. UNION REPRESENTATION	5
Section 1. Stewards	5
Section 2. Negotiations	5
ARTICLE 5. DEFINITION OF EMPLOYEES	6
Section 1. Definitions	6
Section 2. Contracted Benefits	7
ARTICLE 6. HOURS OF WORK	7
Section 1. Work Schedule	7
Section 2. Work Breaks	7
Section 3. Overtime	8
Section 4. Call Back or Call In	8
Section 5. Jury Duty	8
ARTICLE 7. SENIORITY	9
Section 1. Definition of seniority	9
Section 2. Loss of Seniority/Employment	9
Section 3.	9
Section 4. Layoff	10
Section 5. Bumping	10
Section 6. Bumping Pay Level	11
Section 7. Notice of Layoff Due to Being Bumped	11
Section 8. Bumping Between Departments Prohibited	11
Section 9. Recall	11
Section 10. Notice of Recall	11
Section 11. Seniority	12

ARTICLE 8. WAGE SUPPLEMENTS	12
Section 1. Bereavement Time	12
Section 2. Holidays	12
Section 3. Health Insurance Program	13
Section 4. Dental Insurance And Vision	16
Section 5. Life Insurance	17
Section 6. Disability Plan	18
Section 7. I.R.S. Section 125	19
Section 8. Sick Leave	19
Section 9. Vacation Leave	21
Section 10. Workers' Compensation	22
Section 11. Longevity Bonus	23
Section 12. Personal Leave Days	25
 ARTICLE 9. LEAVES OF ABSENCE	 25
Section 1. Military Service & Military Reserve Leave of Absence	25
Section 2. Unpaid Leave of Absence	25
Section 3. Family Medical Leave Act	25
 ARTICLE 10. MISCELLANEOUS	 26
Section 1. Addresses and Telephone Numbers of Employees	26
Section 2. Aid to Other Unions	26
Section 3. Anti-Discrimination	26
Section 4. Bulletin Boards	27
Section 5. Effect of this Agreement	27
Section 6. Effect of Invalidity of Provision of this Agreement	27
Section 7. Waiver Clause	27
Section 8. Union Access to Employer Premises	27
Section 9. Union Access to Employer Records	27
Section 10. Protection of Rights	28
Section 11. Special Meetings	28
 ARTICLE 11. DISCHARGE AND DISCIPLINE	 28
Section 1.	28
Section 2.	28
Section 3.	28
Section 4.	28
Section 5.	29
 ARTICLE 12. GRIEVANCE PROCEDURE	 29
Section 1. Definition of a Grievance	29
 ARTICLE 13. WORK ASSIGNMENTS	 32
 ARTICLE 14. CLASSIFICATION/REORGANIZATION	 32
Section 1. New Positions	32
Section 2. Reclassifications	32

ARTICLE 15.MILEAGE	33
ARTICLE 16.UNIFORMS	33
ARTICLE 17.EQUIPMENT AND SAFETY	33
Section 1. Equipment	33
Section 2.	33
Section 3. Drug Testing and Disclosure of Prescription Drugs	34
Section 4. Disclosure of Criminal Record	34
Section 5. County Vehicles/Transporting Program Participants	35
ARTICLE 18.EDUCATION AND TRAINING	35
ARTICLE 19.RETIREMENT	35
Section 1. Retirement Plans	35
Section 2. Retirement Health Insurance	36
ARTICLE 20.COMPENSATION LEVELS	37
Section 1.	37
Section 2.	37
ARTICLE 21.CONTRACT TERM	38
APPENDIX A	39

PREAMBLE

THIS AGREEMENT is entered into this ___ day of _____, A.D. 2010, between the COUNTY OF INGHAM, a municipal body corporate of the State of Michigan, (hereinafter referred to as the "EMPLOYER"), and the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS AND WAREHOUSEMEN, LOCAL 580 (hereinafter referred to as the "UNION").

THIS AGREEMENT shall remain in force and effect commencing the 1st day of January, 2010, through the 31st day of December, 2011.

ARTICLE 1 **MANAGEMENT RIGHTS**

The EMPLOYER, on its own behalf and on behalf of its electors, hereby retains and reserves unto itself without limitation all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and of the United States, and any resolution passed by County elected officials. Further, all rights which ordinarily vest in and are exercised by EMPLOYERS except such as are specifically relinquished herein are reserved to and remain vested in the EMPLOYER, including but without limiting the generality of the foregoing the right (a) to manage its affairs efficiently and economically, including the determination of quantity and quality of services to be rendered, the control of materials, tools and equipment to be used, and the discontinuance of any services material or methods of operation; (b) to introduce new equipment, methods, machinery or processes, change or eliminate existing equipment, and institute technological changes and where practicable to train existing employees on new equipment or machinery; and, to decide on materials, supplies, equipment and tools to be purchased; (c) to determine the number, location and type of facilities and installations; (d) to determine the size of the work force and increase or decrease its size; (e) to hire, assign and lay off employees, to reduce the work week or the work day or effect reductions in hours worked by combining lay-offs and reductions in work week or work day; (f) to direct the work force, assign work and determine the number of employees assigned to operations; (g) to establish, change, combine or discontinue job classifications and prescribe and assign job duties, content and classification, and to establish wage rates for any new or changed classifications; subject to the rights of the UNION under PERA; (h) to determine lunch, rest periods and cleanup times, the starting and quitting time and the number of hours to be worked; (i) to establish work schedules; (j) to adopt, revise and enforce reasonable work rules and general requirements and to carry out cost and general improvement programs; (k) to transfer, promote and demote employees from one classification or department to another except that demotion shall not be utilized for the purpose of disciplining an employee; (l) to select employees for promotion or transfer to supervisory or other positions, and to determine the qualifications and competency of employees to perform available work subject to the provisions of Article; (m) to require overtime work as required in a manner most advantageous to the

department.

ARTICLE 2 **RECOGNITION OF THE UNION**

SECTION 1. Definition of the Bargaining Unit. Pursuant to and in accordance with all applicable provisions of Act 336, Public Acts of Michigan, 1947, as amended, the EMPLOYER does hereby recognize the UNION as the exclusive representative, for the purpose of collective bargaining in respect to rates of pay, wages, and conditions of employment, for the duration of the Agreement, of all employees of the EMPLOYER included in the bargaining unit described below:

- A. **Unit Description.** All full-time and regular part-time employees classified as supervisory employees employed by the EMPLOYER at the Potter Park Zoo ("Zoo"), but excluding confidential, executive, and managerial as defined by MERC.

SECTION 2. Condition of Employment. It shall be a continuing condition of employment that all employees who are presently members of the UNION shall maintain such membership and pay the UNION's uniform dues, fees and assessments. It shall be a continuing condition of employment that all employees, who are not members of the UNION and who do not become and remain members of the UNION, pay a service fee proportional to the UNION's collective bargaining costs including costs of collective bargaining and contract administration, the amount of which fee the UNION shall certify to the County. The UNION shall notify an employee who has not paid his/her dues or service fee by certified mail, with a copy to the EMPLOYER. If said employee does not pay the dues or service fee within thirty (30) days after said notice is received, the 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.

The UNION agrees to indemnify and save the EMPLOYER harmless against any and all claims, suits or other forms of liability arising out of its deductions from an employee's pay of UNION dues, collective bargaining service fees or DRIVE contributions. The UNION assumes full responsibility for the disposition of the deductions so made, once they have been sent to the UNION.

SECTION 3. Equal Representation. Membership in the UNION is separate, apart, and distinct from the assumption by an employee of his/her equal obligations to the extent that he/she received equal benefits. The UNION is required under this Agreement to represent all of the employees in the bargaining unit fairly and equally without regard to whether or not an employee is a member of the UNION. The terms of this Agreement have been made for all employees in the bargaining unit and not only for members in the UNION, and this Agreement has been executed by the EMPLOYER

after it has satisfied itself that the UNION is the choice of a majority of the employees.

SECTION 4. Payroll Deduction of Dues. During the period of time covered by this Agreement, the EMPLOYER agrees to deduct from the pay of any employee all dues and/or initiation fees of Local No. 580 provided, however, that the UNION presents to the EMPLOYER authorizations which shall conform to the respective state and federal law(s) concerning that subject, or any interpretation(s) thereof, signed by such employees, allowing such deductions and payments to the Local UNION. This may be done through the Steward of the UNION.

- A. Amount of initiation fee and dues will be certified to the EMPLOYER by the Secretary-Treasurer of the UNION.
- B. Monthly agency fees and initial agency fees will be deducted by the EMPLOYER and transmitted to the UNION as prescribed above for the deduction and transmission of UNION dues and initiation fees.
- C. The calculation of UNION dues are input into the EMPLOYER's personnel system. The UNION recognizes that this system does not permit "rounding" of UNION dues.
- D. The EMPLOYER shall only check off obligations which come due at the time of check off, and will make check off deductions only if the employee has enough pay dues to cover such obligation. The EMPLOYER is not responsible for refund to the employee if he/she has duplicated a check off 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 therefore, 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 service 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.

SECTION 5. Payroll Deductions—drive. The EMPLOYER agrees to deduct from the paycheck of each employee covered by this agreement voluntary contributions to the Teamster DRIVE political action committee. DRIVE shall notify the Employer of the amounts designated by each contributing employee that are to be deducted from his/her paycheck on a bi-weekly basis. The Employer shall submit to the DRIVE office on a monthly basis, in one check, the total amount deducted along with the employees name. Participation in DRIVE is totally voluntary on the part of the employee.

SECTION 6. Partial Invalidity. If any provision of the Article is invalid under federal law or the laws of the State of Michigan, such provision shall be modified to comply with the requirements of federal or state law or shall be renegotiated for the

purpose of adequate replacement.

SECTION 7. Hiring and Termination Notice. Within two (2) weeks after the EMPLOYER hires or terminates an employee covered under this Agreement, the EMPLOYER shall notify the UNION in writing of the name of the employee, job classification, salary level, and starting date or termination date.

Upon request the EMPLOYER will provide the UNION with the current address of all bargaining unit members.

SECTION 8. Letter of Introduction. As a way of introducing newly hired employees to the Teamster UNION, the EMPLOYER will give each new employee a letter of introduction provided by the UNION.

ARTICLE 3 **NO STRIKE CLAUSE; PAST PRACTICE AND WAIVER PROVISIONS**

SECTION 1. The UNION agrees that the UNION, its agents, or its members will not authorize, instigate, aid, condone or engage in a work stoppage, slowdown, strike, or other concerted activity which interferes with the operation of the EMPLOYER in anyway. Individual employees or groups of employees who instigate, aid, or engage in a work stoppage, slowdown, or strike may be disciplined up to and including discharge at the sole discretion of the EMPLOYER.

SECTION 2. There are no agreements which are binding on any of the parties other than the written provisions contained in this Agreement. No further agreement shall be binding on any of the parties until it has been put in writing and signed by the parties to be bound. This Agreement embodies all the obligations between the parties evolving from the collective bargaining process and supersedes all prior relationships.

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 area of collective bargaining, and that the understandings and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the EMPLOYER and the UNION, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter.

ARTICLE 4
UNION REPRESENTATION

SECTION 1. Stewards. All employees covered by this Agreement shall be represented by one (1) steward and one (1) alternate steward. Should the need arise to change the areas of representation for stewards and/or alternate stewards, the UNION shall notify the EMPLOYER's Human Resources Director in writing of the names of the stewards and alternate stewards and the areas of representation.

In the absence of one of the above stewards, the UNION may appoint an alternate steward by notifying the Human Resources Director in writing. The Human Resources Director will then notify the immediate supervisor of the alternate steward status. The UNION shall keep the EMPLOYER's Human Resources Director advised at all times in writing of the names of all stewards and alternate stewards.

An alternate steward acting in the capacity of a steward has the same authority as a steward.

Employees shall have an opportunity to meet with or request the services of their steward, or alternate steward in the event the regular steward is not available, as is necessary for the investigation and adjustment of grievances provided it does not interfere substantially with the employee's work responsibilities and the steward's or alternate steward's work responsibilities. Employees must obtain the approval of their on-site supervisor before leaving the work place.

SECTION 2. Negotiations. The EMPLOYER will authorize one steward and the alternate to attend negotiation sessions that occur during their regular work hours without loss of pay. The UNION will furnish the Human Resources Director with a written designation of the steward who will serve on the UNION's bargaining committee prior to the first bargaining meeting. No substitutions will be permitted once negotiations commences, except in extreme situations which includes, but is not limited to, retirement, termination from employment, extended leave of absence and resignation from the steward position. Once replaced the substitution shall be permanent.

ARTICLE 5
DEFINITION OF EMPLOYEES

SECTION 1. Definitions.

- 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 also be eligible to receive two-person hospitalization insurance coverage paid by the Employer.
 - 5) Retirement benefits where eligible under MERS.
 - 6) Life insurance as provided in Article 7, Section 5.

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. Probationary employees: An employee in the zoo manager, veterinarian/curator and grounds manager/horticulturist classifications shall be considered probationary employees for the first twelve (12) continuous months of employment. All other new employees, except those

employees specifically designated as temporary employees, shall be probationary employees for the first four (4) continuous months of employment. Temporary employees who are given the opportunity to become regular full-time employees must, as of the time they accept the opportunity, complete the full probationary period for the position assumed. During the probationary period, the employee shall have no seniority status and may be laid off, terminated, or disciplined in the sole discretion of the EMPLOYER without regard to his/her relative length of service. The decision of the EMPLOYER in this matter shall not be subject to the grievance procedure.

- D. Temporary employee: An employee who is hired for a period of five (5) months or less will be considered a temporary employee and shall not attain seniority and shall be compensated by wages only. This period may be extended upon mutual consent of the EMPLOYER and employee. Temporary employees who are hired into full-time positions shall have their seniority commence on their first day of employment in the full-time position.

Calendar weeks during which an employee works twenty (20) hours or less shall not be used to calculate length of employment for purposes of this subsection.

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

ARTICLE 6 **HOURS OF WORK**

SECTION 1. Work Schedule. The Parks Director may set a work schedule for employees. Nothing contained within this Agreement shall be construed to constitute a guarantee of eight (8) hours of work or pay per day or forty (40) hours of work or pay per week.

SECTION 2. Work Breaks. Employees shall be entitled to a rest or break period of not to exceed fifteen (15) minutes duration at the midpoint of the first half of their eight (8) hour shift and of not to exceed fifteen (15) minutes duration at the midpoint of the second half of their eight (8) hour shift wherever they may be at the time allotted for their area. It is understood that the employee's immediate supervisor has the right to determine when a break period may be taken or when it is impractical to take the break at the allotted time. Work breaks do not accumulate if not taken.

Non-exempt veterinarian/horticulturist employees will have a thirty (30) minute unpaid lunch period to be taken four (4) hours after arriving at work. All other non-exempt positions will have a sixty (60) minute unpaid lunch period to be taken four (4) hours after arriving at work.

SECTION 3. Overtime. The Zoo Manager is considered exempt an employee and shall not be eligible for overtime. However, the exempt Zoo Manager will be eligible for one-to-one compensatory time for certain required evening meetings as set forth in, and under the terms and conditions of the Managerial and Confidential Employee Personnel Manual. As to non-exempt employees, the Director of Parks or his/her designee may prescribe overtime to meet operational needs. Overtime shall consist of any and all time assigned by the Director of Parks or his/her designee to be worked by an non-exempt employee in excess of forty (40) compensated hours during a work week defined as the seven (7) consecutive days between 12:01 A.M. Saturday and Midnight Friday. A nonexempt employee must be compensated for overtime worked at the rate of time and one-half (1 1/2) their regular rate of pay except that, upon request of the employee and approval of the EMPLOYER, the employee may be awarded compensatory time calculated at one and one-half (1 1/2) times the actual hours worked in lieu of wages.

Prior approval of overtime hours is required by the Director of Parks or his/her designee (except that the veterinarian shall not be required to obtain pre-approval for overtime involving the diagnosis or treatment of ill zoo animals). Premium payments shall not be duplicated for the same hours worked nor shall overtime or premium hours be included in the computation of a forty (40) hour work week.

SECTION 4. Call Back or Call In. Non-exempt employees covered hereby who are called in to work preceding their shift or called back after the end thereof shall receive two (2) hours minimum payment at their regular rate of pay for call back. Call back pay only shall be paid when an employee has left the premises and is subsequently called back to work at a time that is not continuous with his/her assigned schedule.

SECTION 5. Jury Duty. Employees who are called to serve on jury duty during scheduled working hours shall be compensated for the difference between the rate of pay for the jury duty and the employee's regular rate for the hours scheduled to work. An employee shall return to regularly scheduled employment with the EMPLOYER when temporarily or permanently excused from attendance at court provided that there is at least one (1) hour remaining of scheduled work. Employees shall submit evidence of attendance at jury duty upon request.

ARTICLE 7 SENIORITY

SECTION 1. Definition of Seniority. Seniority shall be defined as the length of the employee's continuous service within the Unit and with the EMPLOYER commencing from his/her last date of hire into a full-time, as previously defined, position. However, per agreement with the UNION and City of Lansing, employees who worked at the Zoo and were employed by the City prior to the transfer to the EMPLOYER, will be credited for seniority purposes with such employ with the City. Continuous service is defined as that time actually spent on the active payroll of the EMPLOYER and in a bargaining unit position 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 in alphabetical order of surnames.

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

- A. He/she voluntarily resigns.
- B. He/she is discharged for just cause and is not reinstated.
- C. He/she retires.
- D. He/she is laid off for a period greater than their seniority, but not to exceed twenty-four (24) months.
- E. He/she fails to return to work upon recall from layoff.
- F. He/she fails to return to work after expiration of leave of absence.
- G. He/she makes an intentionally false statement on his/her employment application or on any application for leave of absence or on any other employment record or form.
- H. He/she is absent from work for three (3) consecutive working days without notification to the EMPLOYER and is without an acceptable excuse for not notifying the EMPLOYER.

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

SECTION 4. Layoff. In the event that a reduction in the work force is made at the Zoo, layoff shall be determined by seniority within each classification. Employees to be laid off shall receive ten (10) calendar days notice of layoff. It shall be at the sole discretion of the EMPLOYER to determine in which classification or classifications the layoffs shall take place.

SECTION 5. Bumping. The laid off employee may exercise his/her bumping rights within the Zoo, under the conditions stated below, however, a full-time employee bumping a part-time employee shall be entitled to only those benefits provided to such positions:

- A. The bumping employee can bump laterally another Zoo employee in the same classification, but cannot move into a position of a higher salary grade.
- B. The bumping employee must have more seniority than the Zoo employee in the position who is to be bumped.
- C. A bumping employee may bump the least senior employee within his/her classification at the Zoo, except that a bumping full-time employee may bump the least senior full-time Zoo employee in order to maintain his/her full-time hours.
- D. If there is no position available in the employee's classification, the employee may bump into the least senior position in the nearest lower salary grade within the Zoo that the employee would be eligible to bump into. However, a bumping full-time employee may bump the least senior full-time employee in order to maintain her/his full-time hours. Such an employee will retain secondary recall rights to her/his original salary grade/classification.
- E. When probationary employees are in more than one regular position at the same salary grade into which a laid off or bumped employee would be eligible to bump, the EMPLOYER will determine the position into which the employee bumps.
- F. If the bumping employee does not have the required degrees or certificates to bump the least senior employee, he/she may bump the least senior employee whose position he/she is qualified to perform.
- G. The bumping employee must possess the necessary ability as determined by the EMPLOYER (ability is defined as having sufficiency of knowledge, skill and personal inclination to perform the tasks 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 instruction.

- H. An employee must inform the EMPLOYER of his/her decision to bump within three (3) working days from the date of the receipt of the layoff notification.
- I. The foregoing bumping provisions shall not apply to temporary cases of layoff, not to exceed ten (10) work days.
- J. Unit members may not bump, nor be bumped, by non-unit members.

SECTION 6. Bumping Pay Level. An employee exercising his/her bumping privileges or recall rights to another classification within the Zoo shall be placed at the same step in the new position as they held in their previous position unless the bump or recall exceeds two (2) grades or more at which time the employee will be placed at the step, if existing, which does not exceed fifteen (15%) percent decrease from their previous salary.

SECTION 7. Notice of Layoff Due to Being Bumped. 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 8. Bumping Between Departments Prohibited. Employees shall not be able to bump between departments or between bargaining units.

SECTION 9. Recall. It shall be within the sole discretion of the EMPLOYER to determine which classifications will be recalled. If there is more than one employee in the classification that is being recalled, then the last employee laid off shall be the first employee recalled.

SECTION 10. Notice of Recall. Notice of recall shall be sent to the employees at their last known address by Registered or Certified Mail or some other traceable means, *i.e.*, UPS or Federal Express. A copy of the notice shall simultaneously be sent to the UNION Business Agent and Local President. If an employee fails to provide the EMPLOYER written notice of his/her intent to return to County employment within five (5) working days or fails to report for work within fourteen (14) calendar days from receipt of the notice of recall, he/she shall be considered to have resigned from his/her employment.

An employee that fails to report to work within fourteen (14) calendar days of when the notice was sent shall be considered to have resigned from his/her employment.

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 EMPLOYER's right to recall. The EMPLOYER will also send notice of the recall to the UNION attorney by first class mail.

SECTION 11. Seniority. Employees on layoff retain accrued seniority and continue to accumulate seniority at the time of layoff for a period equal to the employee's seniority not to exceed twenty four (24) calendar months from the effective date of the layoff. After that period, seniority is lost. Continuous service shall not be interrupted by a leave of absence granted pursuant to the provisions of this Agreement.

ARTICLE 8
WAGE SUPPLEMENTS

SECTION 1. Bereavement Time. If a death occurs among a member of an employee's immediate family, *i.e.*, spouse, child, step-child, or parent, step parent, or the parent of a current or deceased spouse, the employee will shall be excused from work for up to five (5) working days without loss of pay from the date of death. Additional time may be granted by the Director of Parks or his/her designee which shall be charged against earned sick leave, vacation accumulation, or personal leave. In the event of a death of an brother, sister, niece, nephew, brother-in-law, sister-in-law, grandfather, grandmother, or grandchild, the employee shall be excused from work for up to three (3) working days, without loss of pay. Additional time may be granted by the Director of Parks or his/her designee which shall be charged against earned sick leave, vacation accumulation, or personal leave.

SECTION 2. 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	Friday following Thanksgiving Day
Good Friday Day	Christmas Eve Day
Memorial Day	Christmas Day
Independence Day	

- A. 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.
- B. When any of the above named holidays occur on a Sunday, the following Monday shall be observed as the holiday, and when the holiday falls on a Saturday, it shall be observed on the preceding Friday.

- C. 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.
- D. Non-Probationary Employees who are required to work on any holiday designated above shall be paid at time and one-half (1-1/2) for all hours worked on the holiday in addition to receiving his/her holiday pay.
- E. To be eligible for holiday pay, an employee must work the last scheduled day before and the first scheduled day after the holiday (plus the holiday, if scheduled subject to Section C above), unless the absence has been previously approved, in writing, by the Director of Parks or his/her designee.
- F. All eligible employees less than full-time, i.e. three-quarter 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.
- G. To be eligible for holiday pay, the employee must not be on unpaid an leave of absence, including either the scheduled day before or the scheduled day after the recognized holiday, or disciplinary suspension (unless subsequently overturned). However, employees who are on a sick leave or layoff which commenced seven calendar days prior to or following a recognized holiday will be paid for the holiday involved.

SECTION 3. 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 copays 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.

- A. 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.

- B. 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.

- C. The Employer reserves the right to substitute another carrier, provided the fundamental provisions of the above coverage will not be changed.
- D. Part-time employees shall receive medical coverage as stated in Article 5, Section 1.
- E. 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.
- F. 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.
- G. 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.

- H. 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 G 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.
- I. 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.
- J. 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.

SECTION 4. Dental Insurance And Vision.

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

	Insurance Pays	Employee or Patient Pays
Class I Benefits	100%	-0-
Cleaning		
X-Ray		
6 Month checkups		

	Insurance Pays	Employee or Patient Pays
Class II Benefits	75%	25%
Radiographs		
Basic Restoration		
Periodontics		
Endodontics		
Basic fillings		
Class III Benefits	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.

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

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

D. 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.

SECTION 5. Life Insurance.

A. 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.

B. 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.

C. 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.

D. 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.

E. Life insurance benefits will be subject to the terms and conditions of the County's Insurance policy, including, but not limited to, the provision that active employees over age sixty-four (64) coverage is reduced on a graduated basis.

SECTION 6, Disability Plan. 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.

D. 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.

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

F. 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.

SECTION 7. 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.

SECTION 8. Sick Leave.

A. Employees shall accumulate one (1) day of paid sick leave per month not to exceed a total accumulation of one hundred twenty (120) days.

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

C. Qualified employees shall be eligible for paid sick leave from (and to the extent of) their unused accumulated paid sick leave credits in the following situations:

1. When an employee's absence from work is due to his/her non-duty incurred illness or injury.
2. When an employee's spouse, children, or any person for whom he/she is legally responsible becomes ill or is accidentally injured, which necessitates the employee's absence.
3. Upon the birth of an employee's child, he may use up to three (3) days sick leave credits when it is necessary that he shall be absent from work for the purpose of caring for his other children, which period may be extended due to complications arising out of said condition.
4. The EMPLOYER may require medical proof of the necessity for said sick leave, in which event the involved employee shall be required to produce a statement from a medical doctor certifying to

the necessity for such absence.

5. An employee who makes a false claim for paid sick leave shall be subject to disciplinary action.

D. Whenever sick leave payments are made under this Article, the amount of such payments shall be deducted from the employee's accumulated unused bank of paid leave credit. Sick leave payments shall be taken in increments of not less than one-half (1/2) hour.

E. Sick Leave Incentive Program. Personal Leave shall not be considered as sick leave taken for purposes of this Section only. For employees who meet the incentive program criteria and have been regular full-time employees for a complete year starting December 1 through November 30, incentive payments shall be made the first pay period immediately following November 30 of each year at the following rates:

1. \$375 for employee who use no sick leave from December 1 through November 30 of each year.
2. \$275 for employee who use one to eight hours of sick leave from December 1 through November 30 of each year.
3. \$125 for employees who use 9 - 16 hours of sick leave from December 1 through November 30 of each year.

New employees who have been regular permanent employees for at least six months, but less than one year on December of each year shall receive sick leave payments prorated on a daily basis. Employees with less than six months regular full-time employment on December 1 of each year shall not be eligible for the sick leave incentive program.

- F. Payment of accumulated unused sick leave credits, (maximum one hundred-twenty [120] days), upon death or retirement under the Michigan Municipal Employees Retirement System shall be made to the employee or his/her estate at the hourly rate he/she was paid on the last day he/she worked in accordance with the following schedule:

Up to twenty (20) years of service	75%
Completion of twenty (20) years and up to twenty-five (25) years of service	80%
Completion of twenty-five (25) years of service and up	85%

G. A cumulative maximum of forty (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.

SECTION 9. Vacation Leave.

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

Continuous Service	Hours Earned Each Payroll Period Worked
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 Years	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)

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

B. The employee's immediate supervisor shall determine the number of employees, if any, that can be spared to take their vacation at any given time.

C. Absence on account of sickness, illness, or disability in excess of that hereinafter authorized for such purposes may, at the request of the employee and with the approval of the Director of Parks or his/her designee, be charged against vacation allowances.

D. If an employee, who is otherwise eligible for vacation with pay leaves employment after giving two weeks notice, or retires or dies without having received the vacation, such employee will receive, along with his/her final paycheck, the accumulated vacation pay for which he/she had qualified. If an employee is discharged or leaves employment without giving the EMPLOYER two weeks notice, the employee shall receive the accumulated vacation pay as of their last anniversary date.

E. The maximum accumulation of vacation is limited to two hundred forty (240) hours.

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

G. Vacation time shall be taken in increments of one (1) hour.

H. One (1) vacation day shall be credited to each employee on January 1, November 1, and December 31 of each year. These vacation days shall be in addition

to the schedule outlined in SECTION I of this Article.

SECTION 10. Workers' Compensation. Pursuant to Michigan Law, the EMPLOYER provides, at its sole expense, Workers' Compensation coverage for each employee covered by this Agreement.

- A. Use of Accumulated Sick Leave When on Worker's Compensation. Employees in the bargaining unit are permitted to use accumulated sick leave while on worker's compensation as provided below:
1. The maximum time an employee may use accumulated sick leave while on worker's compensation is eight (8) weeks.
 2. Employees shall not accumulate sick leave or vacation time while off work on worker's compensation. All other fringe benefits shall terminate after an employee is off work on worker's compensation for ninety (90) days.
 3. Employees who have accumulated at least one hundred sixty (160) hours, but less than four hundred (400) hours, of sick leave are permitted to use their accumulated sick time as a supplement to worker's compensation so that they will receive approximately eighty percent (80%) of their normal straight-time pay.
 4. Employees who have one hundred fifty-nine (159) hours or less of accumulated sick leave shall not be entitled to utilize this SECTION.
 5. Employees who have accumulated sick leave of four hundred one (401) hours or more may use their accumulated sick leave so as to receive ninety percent (90%) of their normal straight-time pay.
 6. The eighty percent (80%) and ninety percent (90%) wages noted above shall be gross wages minus normal tax deductions and other deductions.

EXAMPLE: If an employee's gross paycheck is One Hundred Fifty Dollars (\$150) and his/her net paycheck is One Hundred Dollars (\$100), and worker's compensation payments are Sixty Dollars (\$60), the EMPLOYER'S obligation is to pay Twenty Dollars (\$20), provided the employee meets the above requirements.

SECTION 11. Longevity Bonus.

- A. All regular full-time Unit 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 pro-rata 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.

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

Continuous Employment	Annual Bonus
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

C. 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).

D. 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.

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

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

G. 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.

SECTION 12. Personal Leave Days. Two (2) personal leave days per year (sixteen [16] hours) may be taken by each employee upon approval of the Director of Parks or his/her designee/ said eight (8) hour days shall be taken from accumulated sick leave and shall not accumulate if not taken within the calendar year. The personal leave day (eight [8] hours) shall not be used on the day preceding or the day following a holiday (as defined in the Holiday Article of this Agreement), nor on the day preceding the start of or the date following the end of an employee's vacation. Except that in cases off emergency, the employee shall advise the EMPLOYER of his/her request before the end of the preceding work day. Personal leave shall be taken in increments of not less than one (1) hour.

ARTICLE 9 **LEAVES OF ABSENCE**

SECTION 1. Military Service & Military Reserve Leave of Absence. The EMPLOYER shall adhere to all mandatory state and federal laws dealing with military leaves of absence.

SECTION 2. Unpaid Leave of Absence. An employee who has completed six (6) or more months of employment with the EMPLOYER may be granted a leave of absence, for a period of up to thirty (3) days, without pay or fringe benefits, provided the EMPLOYER determines that he/she can shall be spared from his/her work. The authorization for leaves of absence under this SECTION must be approved in writing by the Director of Parks or his/her designee. Except in cases of emergency, the employee shall advise the EMPLOYER of his/her request at least three (3) working days prior to the start of the leave.

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

- A. The Director of Parks or his/her designee shall be notified of the absence at least one-half ($\frac{1}{2}$) hour prior to the start of the shift.
- B. If one-half ($\frac{1}{2}$) hour notice cannot be given because of unforeseen circumstances, the employee shall contact his/her supervisor or someone designated by him/her as soon as possible.

SECTION 3. Family Medical Leave Act. The parties recognize they are bound by the Family and Medical Leave Act and reserve all rights thereunder.

ARTICLE 10
MISCELLANEOUS

SECTION 1. Addresses and Telephone Numbers of Employees. Each employee covered hereby, whether on or off the active payroll, must keep the EMPLOYER currently advised of his/her correct mailing address and of his/her telephone number, if any. The EMPLOYER shall attempt to keep all unlisted phone numbers confidential.

In the case of an employee on the EMPLOYER's active payroll, notice of change of address or telephone number shall be deemed given only if the employee makes the change on the form available at the Personnel Office and returns such form there, duly completed. The EMPLOYER shall give the employee a receipt for his/her notice of change of address or of telephone number, at the time the employee turns in such notice.

In the case of an employee off the EMPLOYER's active payroll (such as on layoff, leave of absence, vacation, etc.), notice of change of address or of telephone number shall be deemed given only if the employee follows the procedure above, or gives notice by registered or receipted mail addressed to "Personnel Director, EMPLOYER of Lansing, 124 W. Michigan Avenue, Lansing, Michigan 48933".

The EMPLOYER shall be entitled to rely on the last address and telephone number furnished to it by an employee, and it shall have no responsibility to the employee for his/her failure to give notice which arises from the employee not following the procedures above.

SECTION 2. Aid to Other Unions. The EMPLOYER will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining or make any agreement with any such group or organization for the purpose of undermining the UNION.

SECTION 3. Anti-Discrimination. The EMPLOYER will not discriminate against any employee because of membership in the UNION. The EMPLOYER and the UNION agree that no employee or other person shall be subject to any discrimination in any manner or for any reason because of such member's or other person's race, creed, color, sex, political affiliation, age, handicap, religion, national origin, or other legally protected status. The EMPLOYER shall take steps to assure that employment assignments and promotions are given on a non-discriminatory basis. The EMPLOYER and the UNION agree, however, that if a satisfactory resolution of discrimination charges is not reached using internal procedures other than arbitration, the affected employee(s) will be responsible to pursue such charges through procedures established under federal, state or local law.

SECTION 4. Bulletin Boards The EMPLOYER will provide bulletin boards at appropriate locations, which may be used by the UNION for posting notices of the following types:

Meetings of the UNION
UNION Elections
Results of UNION Elections
UNION Recreational and Social Events

Other types of notices shall not be posted unless approved by the EMPLOYER's Personnel Director. The UNION will provide the EMPLOYER with a list of locations for bulletin boards.

SECTION 5. Effect of this Agreement. This Agreement supersedes any past practice and it supersedes any previous agreement, verbal or written between any of the parties hereto or between any of them and any employee(s) covered hereby.

SECTION 6. Effect of Invalidity of Provision of this Agreement. If any provisions of this Agreement be held invalid under existing or future legislation, state or federal, the remainder of this Agreement shall not be affected thereby.

SECTION 7. Waiver Clause. The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the 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 waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered by this Agreement and with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge and contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

SECTION 8. Union Access to Employer Premises. The EMPLOYER agrees to allow properly accredited business representatives access to the EMPLOYER's premises, other than security areas, after notification of department head or supervisor in charge, during working hours for the purpose of policing the terms and conditions of this Agreement.

SECTION 9. Union Access to Employer Records. The UNION shall have the right to examine time sheets and other records pertaining to the computation of compensation of any employee whose pay is in dispute or any other records of the EMPLOYER pertaining to a specific grievance.

SECTION 10. Protection of Rights. The EMPLOYER may require an employee to cross a picket line or to enter upon any EMPLOYER property involved in a labor dispute so long as there is not a probability that doing so will affect the personal safety of the employee.

SECTION 11. Special Meetings. Special meetings apart from the grievance procedure, for matters not addressed in the contract, but which are considered important by either the UNION or the EMPLOYER, may be arranged by mutual agreement between the UNION's Business Representative and the EMPLOYER's Parks Director and/or Human Resources Director. Such meetings shall be attended by such representatives of the parties as each deems useful to the discussion of and resolution of the matters. Arrangement for the date, time and place of such a special meeting shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented by the party requesting the meeting at the time the request for it is made. Matters taken up in a special meeting shall be confined to those included in the agenda. The members of the bargaining unit attending such a special meeting shall not lose time or pay for time so spent from his/her report station.

ARTICLE 11 **DISCHARGE AND DISCIPLINE**

SECTION 1. The EMPLOYER or its designee reserves the right to discipline and discharge for just cause. Any disciplinary action must be taken within thirty (30) days of the last instance of an alleged offense or within thirty (30) days of the employers knowledge of an alleged offense which would subject an employee to discipline.

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

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

SECTION 4. The EMPLOYER agrees, upon the discharge or suspension of an employee, to notify in writing the employee and his/her UNION representative of the discharge or suspension. The written notice shall contain the reasons for the discharge or suspension. Should the discharged or suspended employee consider the discharge or suspension to be improper, it shall be submitted to the grievance procedure. An UNION representative will be present, if available, with the employee when any disciplinary time off or discharge is issued by an EMPLOYER representative. The discharged or disciplined employee, if required to leave the premises of the EMPLOYER, will be allowed to confer with the UNION representative for thirty (30) minutes before doing so. For the purpose of this Article, "UNION representative" will mean the Local President, Local Union Agent or Steward.

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

ARTICLE 12
GRIEVANCE PROCEDURE

SECTION 1. Definition of a Grievance. A grievance is defined as a claim as it relates to the interpretation and/or application of this agreement. Any grievance filed shall refer to the specific provisions alleged to have been violated, and shall adequately set forth the facts pertaining to the alleged. All grievances shall be commenced within ten (10) working days after the grievance has been known or shall reasonably have been known by the employee. Any grievance filed shall refer to the specific provisions alleged to have been violated, and shall adequately set forth the facts pertaining to the alleged.

- A. For the purpose of the grievance procedure, a day shall mean Monday through Friday, and shall not include the day on which the grievance is presented or appealed by the UNION, it is returned to it by the EMPLOYER. The representatives of the EMPLOYER and the UNION shall acknowledge receipt of the grievances by signing and dating the grievance when presented, or received. For working time necessarily spent in investigating a grievance already submitted in the grievance procedure, or in discussion of such a grievance with the EMPLOYER's representative(s), one (1) UNION representative employed by the EMPLOYER shall be paid, at his/her regular, straight-time rate for those hours during which he/she would otherwise have been at work for the EMPLOYER, from his/her report station including not more than one half (½) hour before and after a meeting with the respective designated management representative, it being agreed that such investigation or discussion shall be performed without undue loss of working time. In no event shall any UNION representative leave work for grievance purposes, above, without first notifying and obtaining the approval of his/her immediate supervisor, which must be granted as promptly as is practicable under the circumstances.
- B. An employee having a grievance in connection with the terms of this Agreement shall present it as follows:
- Step 1: The grievance shall be reduced to writing and signed by the employee and the Local Representative and presented to the employee's immediate supervisor within said ten (10) working day period, requesting that the grievance be adjusted. The supervisor will meet with the employee to discuss the grievance and will respond to said grievance within ten (10) work days of said meeting. 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 five (5) days of the receipt of the answer to Step 1, submit the grievance to the Director of Parks or his/her designee. The Director of Parks or his/her designee will meet with the employee and the Local President to discuss the grievance and will attempt to respond to said grievance within five (5) days of said meeting. Twenty-four hours notice will be given in advance of said meeting. The employee and Local President shall suffer no loss of pay for the time spent with the Director of Parks or his/her designee to discuss the grievance.

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

Step 4: If the grievance has not been settled at Step 3, the UNION may submit the grievance to arbitration with the American Arbitration UNION in accordance with its Voluntary Labor Arbitration rules, provided that the grievance is submitted to the American Arbitration UNION within thirty (30) calendar days after service of the Step 3 answer. The UNION shall provide the EMPLOYER with a copy of any grievance submitted to the American Arbitration UNION. If the grievance has not been submitted to arbitration within said

thirty (30) calendar day period, it shall be considered as withdrawn.

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

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

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

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

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

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

ARTICLE 13
WORK ASSIGNMENTS

Non-bargaining unit employees may perform bargaining unit work so long as no bargaining unit employee is laid off as a result of bargaining unit work being performed by a non-bargaining unit employee. Furthermore, nothing in this SECTION shall prohibit the EMPLOYER from utilizing part-time employees to perform work in accordance with the limitations contained within this Agreement.

This provision shall not be interpreted as mandating that a bargaining unit member must be scheduled to work in all situations where non-bargaining unit members are working. Volunteers or Diversion workers including, but not limited to, UAW Job Bank, Green Thumb, Neighborhood Youth Corp, volunteer handicap parking enforcement, Friend of the Court or Ingham County Jail Alternative Sentencing Program may be assigned to perform or assist in the performance of bargaining unit work. In no event shall any seniority unit employees who perform work impacted by such programs be laid off as the result of bargaining unit work being performed by volunteers or diversion programs. The Parks Director may assign, in his discretion, one or more unit members to supervise/coordinate the work performed by volunteers or diversion workers.

ARTICLE 14
CLASSIFICATIONS/REORGANIZATION

SECTION 1. New Positions. The EMPLOYER agrees that in the event a new classification is established the UNION shall be notified within a reasonable time period.

SECTION 2. Reclassifications. 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.

- A. The following steps will be followed regarding reorganizations and/or redesigns.
1. Employer notifies Union Chairperson of intent to reorganize and/or redesign.
 2. 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.
 3. 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 15 **MILEAGE**

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

ARTICLE 16 **UNIFORMS**

If the EMPLOYER requires an employee to wear uniform articles of clothing for purposes of public identification, they will be furnished at the EMPLOYER's expense. Employees who the EMPLOYER requires to wear safety boots shall receive a safety boot allowance of one hundred dollars (\$100). Said allowance shall be paid along with the first pay period of the year.

ARTICLE 17 **EQUIPMENT AND SAFETY**

SECTION 1. Equipment. When it is specifically stated in applicable Federal or State Law that "the EMPLOYER shall provide" certain special safety devices the EMPLOYER shall do so at no cost to the employee. When it is specifically stated in applicable Federal and State Law that the "EMPLOYER shall require" the use of certain protective devices the employee shall, as a condition of continued employment, provide them at his/her expense. Employees who fail to use either provided or required special safety devices shall be subject to disciplinary action commensurate with the frequency and severity of the violation.

SECTION 2. 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 3. 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 4. 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. Employees in the Law Enforcement (Prosecuting Attorney & Sheriff Offices) and in the Courts shall fully disclose to their Department Head all criminal felony and/or 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 5. County Vehicles/Transporting Program Participants. All persons operating County vehicles or transporting program participants 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 18 **EDUCATION AND TRAINING**

The EMPLOYER will consider tuition reimbursement and release time on a case-by-case basis. The primary criteria for determining eligibility shall be that the curriculum or course shall be directly related to the job, and that the skills to be derived from the course are needed at the time for the operation of the Zoo. However, the Board may consider other factors when making its decision such as but not limited to budget, attendance, job performance, and the amount of benefit expected to be derived by the Ingham County Parks Department/Zoo. The decision of the Board shall not be grievable.

ARTICLE 19 **RETIREMENT**

SECTION 1. Retirement Plans. The retirement program is with the Municipal Employees' Retirement System (MERS). MERS establishes the administrative procedures and various benefit programs that are available for member governmental Units. Unit Employees whom had previously been employed by the City of Lansing are placed in special MERS plans which were established to equate with the plans provided for by the City of Lansing to Unit employees. These plans provided for, among other things, a 2.8 multiplier for the current Zoo Manager (Gerry Brady) and a 1.6 multiplier for the other Unit employees whom had previously been employed by the City of Lansing (The "Special Zoo MERS Plans")

For service credit accrued prior to January 1, 2010 all Unit employees formerly employed by the City of Lansing will be covered by, and required to contribute to –on the same basis as was contributed to the City of Lansing – the Special Zoo MERS Plans. New hires (i.e. Unit employees who were not previously employed by the City of Lansing) will be placed in the MERS B2, FAC 5 plan.

Effective January 1, 2010, all Unit Employees who were provided a 1.6 multiplier in the Special Zoo Unit MERS Plan will be placed in the MERS B2, FAC 5 plan only for service credit accrued after January 1, 2010. Unit employees will contribute zero (0) percent of gross wages for this plan. Current or future Unit employees who were not

formerly employed by the City of Lansing will also be covered by the MERS B2, FAC 5 plan. Placement in this plan is subject to approval by MERS.

SECTION 2. Retirement Health Insurance.

- A. Unit Employees formerly employed by the City of Lansing are NOT eligible for County retiree health insurance. Rather, by agreement with the City of Lansing, Unit Employees formerly employed by the City of Lansing remain eligible for retiree health insurance under the City of Lansing Plan.
- B. Full time and three quarter time employees who have met the vesting requirements with Ingham County service only and are immediately eligible for retirement shall be provided single subscription health and hospitalization coverage. Non-Medicare eligible retirees shall receive the same health coverage options as active employees, if available, with a benchmark including any increase in the benchmark. 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. The County shall pay the premium for the Medicare eligible retiree up to the benchmark, with the retiree paying all incremental costs over that amount. If a coverage or plan is no longer available, the retiree must select from what is available and pay the difference in cost, if any. 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. A retiree who chooses an option of less than the benchmark may apply the difference between the premium for that coverage, if less, and the maximum single subscriber amount paid for retirees, if any, to the coverage for his/her spouse.
- C. Retirees eligible for retiree health and hospitalization coverage may also enroll at the retirees' cost in dental and vision coverages offered to active employees, provided they enroll for such coverages upon retirement. Retirees that enroll in dental and vision coverage and subsequently drop coverages, may not re-enroll.
- D. 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.

- E. Retirees losing medical coverage from another source shall notify the County Insurance Coordinator in time so that 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 supplemented 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.

ARTICLE 20 **COMPENSATION LEVELS**

SECTION 1. The compensation levels used for the Union's Supervisory Unit at the Potter Park Zoo shall be set forth in Appendix A. Any changes in salary grade of a position covered by this Agreement must be approved by the County Services Committee and Board of Commissioners.


SECTION 2. 2010-2011 Salary Schedules. Unit members covered by this Agreement shall be compensated as outline in the salary schedules attached as Appendix A.


ARTICLE 21
CONTRACT TERM

EFFECTIVE AND TERMINATION DATES. This Contract shall become effective January 1, 2010, and shall continue in full force and effect until 11:59 p.m., December 31, 2011, and for successive annual periods thereafter unless, not more than ninety (90), but at least sixty (60) days prior to the end of its original term or of any annual period thereafter, either party shall serve upon the other written notice that it desires termination, revision, modification, alteration, renegotiation, change or amendment, or any combination thereof, and such written notice shall have the effect of terminating this Contract in its entirety on the expiration date in the same manner as a notice of a desire to terminate. In the event of the notice above referred to, the parties shall begin to hold negotiation meetings no later than forty-five (45) days prior to the termination date.


IN WITNESS WHEREOF
THE PARTIES HAVE SET THEIR HANDS THIS:
14th DAY OF June, 2010.

COUNTY OF INGHAM



Debbie De Leon, Chairperson
Board of Commissioners


Willis Bennett, Director
Ingham County Parks Department

**INTERNATIONAL
BROTHERHOOD OF
TEAMSTERS, CHAUFFEURS,
AND WAREHOUSEMAN,
LOCAL 580**


Mike Parker,
Business Representative

APPROVED AS TO FORM FOR COUNTY OF INGHAM
COHL, STOKER, TOSKEY & McGLINCHEY, P.C.

By: 
Richard D McNulty

APPENDIX A

ZOO TEAMSTERS 2010- 2011 Salary Tables

New Contract Year January 1, 2010 (1% increase* Zoo Mgr no incr - no retro)

STEP	Zoo Manager*	Curator/Veterinarian	Horticulturist	Registrar
1	58,988.80	53,991	48,906	27,731
2	61,963.20	56,680	51,343	29,012
3	65,083.20	59,579	53,991	30,399
4	68,390.40	62,583	56,679	31,848
5	71,843.20	65,734	59,579	33,403
6	75,504.00	69,074	62,583	34,957
7	79,393.60	72,562	65,734	36,680

2011 RATES 1% increase * Zoo Mgr .75%

STEP	Zoo Manager *	Curator/Veterinarian	Horticulturist	Registrar
1	59,431	54,531	49,395	28,008
2	62,428	57,247	51,856	29,302
3	65,571	60,175	54,531	30,703
4	68,903	63,209	57,246	32,166
5	72,382	66,391	60,175	33,737
6	76,070	69,765	63,209	35,307
7	79,989	73,288	66,391	37,047