

ORIGINAL FOR EXECUTION
May 19, 2009

**AGREEMENT
BETWEEN
INGHAM COUNTY
AND
UNITED AUTOMOBILE AEROSPACE AND
AGRICULTURAL IMPLEMENT WORKERS OF
AMERICA (UAW) INGHAM COUNTY UNIT
LOCAL 2256
FOR THE
TECHNICAL, OFFICE, PARA-PROFESSIONAL
AND SERVICE EMPLOYEES**

JANUARY 1, 2009 THROUGH DECEMBER 31, 2011

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AGREEMENT

THIS AGREEMENT is entered into between the **County of Ingham**, a municipal body corporate of the State of Michigan, covering certified employees of the Ingham County Probate Court, Thirtieth (30th) Judicial Circuit Court, Fifty-Fifth (55th) Judicial District Court, Ingham County Prosecuting Attorney, Ingham County Clerk, Ingham County Register of Deeds, Ingham County Treasurer, Ingham County Drain Commissioner, Ingham County Sheriff and certain other TOPS employees of Ingham County, hereinafter referred to as the "Employer", and the **International Union, United Automobile, Aerospace and Agricultural Implement Workers of America and its Ingham County Unit, Local 2256**, hereinafter referred to as the "Union".

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

PREAMBLE

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

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

ARTICLE 1 RECOGNITION

Section 1. The Employer hereby recognizes the Union as the sole and exclusive bargaining agent for the purpose of collective bargaining pursuant to Public Act 379 of 1947 of Michigan, as amended, for all employees classified and compensated as Technical, Office, Paraprofessional and Service employees, and not covered by one of the following units of employees:

- A. Law Enforcement employees of the Sheriff Department covered by the Agreement between the County of Ingham, the Ingham County Sheriff, and Lodge #141, Fraternal Order of Police, Ingham County Division;
- B. Employees of the Animal Control Department covered by the Agreement between the County of Ingham and Lodge #141, Fraternal Order of Police, Ingham County Division;
- C. Employees of the Ingham County Health Department classified as Public Health Nurses or other classifications of Registered Nursing and covered by

the Agreement between the County of Ingham and the Ingham County Employees' Association;

- D. Also excluded from representation in the bargaining unit covered by this Agreement are employees classified and compensated as Professional, Confidential, Managerial, or Supervisory personnel of Ingham County;
- E. Further excluded are Assistant Prosecuting Attorneys included in the Agreement between the Ingham County Employees' Association, Prosecutor, and the County of Ingham;
- F. Excluding certain employees of the Thirtieth Judicial Circuit Court, including the following:
 - 1) Circuit Court Division: Judges, Court Administrator, Administrative Assistant/Circuit Court, Court Officer/Research Clerks;
 - 2) Friend of the Court Division: Friend of the Court, Assistant Friend of the Court/Legal, Assistant Friend of the Court/Operations
 - 3) Deputy Circuit Court Administrator;
 - 4) Judicial Assistants of Circuit Court Judges.
- G. Excluding Judicial Assistants/Probate Court.

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

ARTICLE 2 **NON-DISCRIMINATION**

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

ARTICLE 3 **EMPLOYER RIGHTS**

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

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

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

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

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

Section 3. The Chief Judge Rule contained in MCR 8.110 shall be applicable, notwithstanding any contrary provisions contained in this Agreement.

ARTICLE 4 **EMPLOYER SECURITY**

Section 1. The parties hereto mutually recognize that the services performed by the employees covered by this Agreement are essential to the public health, safety and welfare. The Union agrees that there shall be no interruption of these services, for any cause whatsoever, by the employees it represents, nor shall there be any concerted failure by them to report for duty, nor shall they absent themselves from their work, stop work or abstain in whole or in part from the full, faithful and proper performance of the duties of their employment, or picket on the Employer's premises.

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

ARTICLE 5
DEFINITION OF EMPLOYEES

Section 1. Definitions. The terms "employee" and "employees," when used in this Agreement, shall refer to and include only those regular, full-time employees and regular part-time employees who have successfully completed their probationary period as set forth in this Agreement and who are employed by the Employer in the collective bargaining unit described hereunder. For purposes of this Agreement, the following definitions shall be applicable:

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

B. Three-Quarter-Time Employees: Employees regularly scheduled to work between thirty (30) and thirty-nine (39) hours weekly shall receive the following:

- 1) Vacation, vacation bonus, sick leave, funeral leave and holiday pay on a prorated basis.
- 2) Dental coverage the same as full-time employees are eligible to receive.
- 3) Overtime compensation, but only if said employees work over forty (40) hours per week.
- 4) Said employees shall not receive overtime compensation if they work over eight (8) hours in any one given day.
- 5) Said employees shall also be eligible to receive two-person hospitalization insurance coverage paid by the Employer.
- 6) Retirement benefits where eligible on a prorated basis in proportion to their work schedule.
- 7) Life insurance as provided in Article 22.

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

The affected employee(s) shall have the option to accept the reduced hours position. If the affected employee(s) declines the reduced hours position, then, under those

circumstances, the Employer may fill that position with another person and the affected employee shall be laid off.

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

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

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

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

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

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

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

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

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

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

ARTICLE 6 **CLASSIFICATION PLAN**

Section 1. The Employer has recognized three distinctive groups of jobs based upon similar training and skills required, as well as other qualities providing them with a community of associated interests. This Agreement covers the bargaining unit of Technical, Office, Paraprofessional, and Service positions, and excludes managerial/supervisory, confidential, professional and supervisory jobs.

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

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

If the Union does not respond to the notice of the proposed rate within three (3) work days, the rate shall become effective upon approval by the Board of Commissioners. If the Union disagrees with the above within three (3) work days by providing notice in writing, a meeting shall be scheduled within seven (7) work days with the Human Resources Director, the Union Unit Chairperson, Chief Steward and UAW International Representative. If there is no resolution at the meeting, and the Union alleges the rate is

unreasonable, it may appeal to the County Services Committee and present evidence which the Union believes pertinent. There shall be no appeal from the County Services Committee except if the County Services Committee's decision is changed by the Board of Commissioners, in which event, the Union has the right to seek an arbitrator's decision within ten (10) work days, under the Rules of the American Arbitration Association.

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

ARTICLE 7 **SENIORITY**

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

Section 2. Probationary Period.

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

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

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

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

Section 4. Loss of Seniority/Employment. An employee shall lose his/her seniority and job for any of the following reasons:

- A. He/she voluntarily resigns;
- B. He/she is discharged for just cause and is not reinstated;
- C. He/she retires;
- D. He/she is laid off for a period of time greater than his/her seniority or thirty (30) months, whichever is less;
- E. He/she is absent from work for three (3) consecutive work days without notification to the Employer and without acceptable excuse for not notifying the Employer;
- F. He/she fails to return to work upon recall from layoff;
- G. He/she fails to return to work after expiration of leave of absence; or
- H. He/she makes an intentionally false statement on his/her employment application, or on an application for leave of absence, or on any other employment record or form.

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

ARTICLE 8 **LAYOFF**

Section 1. Layoff Definition. In the event that a reduction in personnel and/or positions is necessary, as determined by the Ingham County Board of Commissioners, layoffs will be by positions (classification) within a department. The Employer shall determine which employment status groups shall be affected by the elimination of a position(s).

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

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

Section 3. Notice to Union.

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

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

Section 4. In the event of lay-off, the laid off employee may choose to receive payment for all his/her accumulated vacation time, to be paid within thirty (30) days after being laid off, or the employee may choose to keep his/her accrued vacation on the books for the length of time of his/her recall rights. In the event the employee is not recalled within that period of time, the employee shall notify the Employer thirty (30) days prior to the end of his/her recall rights if he/she wishes to receive payment for vacation accumulations.

Section 5.

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

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

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

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

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

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

<u>Full-Time Employees</u>	<u>Part-Time Employees</u>	<u>Special Part-Time Employees</u>
a. Temporary	a. Temporary	a. Temporary
b. Probationary	b. Probationary	b. Probationary
c. Permanent	c. Permanent	c. Permanent

In case of a reduction in force, employees in a full-time/shared position will not be eligible to bump an employee in a full-time position, regardless of seniority. Similarly, employees in a full-time position will not be eligible to bump an employee in a full-time/shared position, regardless of seniority.

Section 10. The Employer will have a minimum of one (1) female and one (1) male on each shift at the Youth Center. Lay-off and bumping in the Youth Center shall be by seniority within a classification, except as provided below. Bumping and layoff requirements shall be suspended, if necessary, in order to maintain a minimum of one (1) male and one (1) female for each shift at the Youth Center.

Section 11. A laid off employee shall retain their service and seniority in effect upon their layoff until it is lost as provided in Article 7, Section 4, but shall not accrue additional seniority or service while on layoff status.

ARTICLE 9 BUMPING

Section 1. After a position has been eliminated, the employee occupying the eliminated position may exercise his/her bumping rights in the same seniority groups, within the same department, under the conditions stated below. Seniority groups are incorporated by reference into this Agreement pursuant to Attachment A. Any changes that are necessary will be negotiated between the Employer and the Union. A full-time employee bumping a part-time or special part-time employee shall be entitled to only those benefits provided to such positions.

A. The bumping employee cannot move into a position of a higher salary grade.

B. The bumping employee must have more seniority than the employee in the position who is to be bumped.

C. The bumping employee must possess the necessary ability (ability is defined as having sufficiency of knowledge, skill and personal inclination to perform the task of the position, these attributes having been attained by previous experience in related work or education) which will qualify the employee to perform the work adequately, with minimal instructions.

D. The foregoing provision shall not apply to temporary cases of layoff, not to exceed ten (10) work days.

E. Said employee must inform the Employer of his/her decision to bump within three (3) work days from the date of receipt of the layoff notification.

F. A part-time and/or special part-time employee cannot bump a full-time employee.

G. An employee exercising his/her bumping privileges shall be placed at the same step in the new position as they held in their previous position unless bumping exceeds two (2) grades, at which time the employee would be placed at the step which does not exceed fifteen percent (15%) decrease in salary.

Section 2. Seniority, for the purpose of bumping, shall be defined as the length of the employee's continuous service with the Employer within the TOPS bargaining unit, commencing from his/her last date of hire into a full-time or part-time, as previously defined, bargaining unit position. Continuous service is defined as that time actually spent on the active payroll of the Employer plus approved leaves of absence periods, unless otherwise provided in this Agreement. The application of seniority shall be limited as applied to the terms and conditions contained in this Agreement. Employees who are hired on the same date shall be placed on the seniority list as determined by adding up all of the numbers of

the employee's social security number, the highest having the greatest seniority. Each number shall be considered a single number.

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

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

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

Section 6. Notwithstanding any other provisions contained in the Agreement to the contrary, the personal staff of the District and Circuit Judges shall constitute separate seniority groupings per Court, into which no other employees in the same or similar classifications may exercise their bumping or recall rights and no personal staff of each Court shall be allowed to bump, in the event of layoff, to another classification. Personal staff within the District Court is defined as: Secretary/Court Recorder and Court Bailiff. Personal staff within the Circuit Court is defined as: Judicial Assistant (not covered by this contract). Legal Research Clerks are also defined as personal staff within Circuit Court, however, they are not covered by this Agreement.

Section 7. The Employer will have a minimum of one (1) female and one (1) male on each shift at the Youth Center. Layoff, recall and bumping in the Youth Center shall be by seniority within a classification, except as provided below. Bumping and layoff requirements shall be suspended, if necessary, in order to maintain a minimum of one (1) male and one (1) female for each shift at the Youth Center.

ARTICLE 10 RECALL

Section 1. Recall from Layoff. When openings occur in the same or lower classification within the same seniority group and in the same employment status group in the same department from which employees have been laid off or bumped, such employees will be recalled to the same classification in the same department and in the same seniority groups in the order of their seniority.

Failure to accept recall to a lower salary grade within the same seniority group shall constitute a waiver to recall and a voluntary resignation.

Section 2. A laid off non-probationary TOPS employee will be given preference over any non-County employee applicant for a new or open position that occurs in the TOPS

bargaining unit in the same or a lower salary grade that is outside of the seniority group from which the employee was laid off under the following conditions:

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

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

However, this cross department recall and preference shall be discretionary for new or open positions with the County elected official's departments and the Courts based upon the determination of the applicable elected official or chief judge.

Section 3. Notwithstanding anything in this Agreement to the contrary, the recalled employee will be on probation for a period of ninety (90) days. If, within the sole discretion of the elected official or department head, or their designees, the recalled employee cannot and does not satisfactorily perform the duties of said position, he/she shall return to a laid off status upon three (3) days prior notice. Said decision shall not and is not subject to any grievance procedure provided for in this Agreement.

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

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

Section 6. Employees on layoff shall notify the Human Resources Department of their current address within seventy-two (72) hours of layoff and immediately subsequent thereto of any change of address in order to afford the Human Resources Department the ability to notify said employee of recall. Failure to do so by the employee shall constitute a waiver by the employee of the employee's right to recall.

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

ARTICLE 11 HOURS OF WORK

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

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

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

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

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

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

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

Prior approval of overtime hours is required by the supervisor or department head.

Employees may receive compensatory time at the rate of time and one-half (1 and ½) in lieu of overtime payment if mutually agreed to between the employee and his/her supervisor. If the employee's supervisor does not agree to same, the employee who works overtime shall receive normal overtime payment. Compensatory time may be accumulated to a maximum of eighty (80) hours at any one time. Any hours in excess of eighty (80) hours shall be paid at overtime rates. The use of accumulated compensatory time shall be mutually agreed upon by the affected employee and his/her supervisor.

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

Section 8. On Call. When an employee is directed to be on call by his/her department head or supervisor and said employee is required to leave their home to conduct County business, this time shall be considered as time worked. The same shall be entered upon the time card of said employee and shall be compensated as stated in Section 5 (Call Back) of this Article.

An employee on call for a two (2) day weekend will be entitled to eight (8) hours of compensatory time at straight time, to be taken by the employee with the approval of the department head.

An employee on call for a three (3) or more day weekend will be entitled to sixteen (16) hours of compensatory time at straight time, to be taken by the employee with the approval of the department head.

The above-stated time shall only be given if the employee is Employer compensated for more than forty (40) hours in said week.

Section 9. Communication Operators at the Sheriff's Department shall be required to work overtime upon the request of the Employer. However, nothing shall preclude the

Employer from using non-bargaining personnel to perform Communication Operator's work, except that such persons cannot be used to displace Communication Operators nor shall they be paid overtime compensation.

Section 10. Shift Premium. Shift premium for employees working other than the day shift shall be 15¢ per hour paid on a payroll period basis. Effective January 1, 2010, the shift premium under this section shall be 20¢ per hour, paid on a payroll period basis. Effective January 1, 2011, the shift premium under this section shall be 25¢ per hour, paid on a payroll period basis.

ARTICLE 12 **JOB OPENINGS AND TEMPORARY ASSIGNMENTS**

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

Section 2. Temporary Assignment. An employee who is temporarily assigned to perform a majority of his/her duties and responsibilities in a position of a higher salary grade for more than five (5) consecutive work days shall be paid at the lower rate in the higher grade which is at least five percent (5%) above his/her current rate, except in the event that Step One of the new salary grade is ten percent (10%) above the current wage, said employee shall be placed in Step One of the new salary grade. If there is no step in the new salary grade that is between five percent (5%) or ten percent (10%) higher than his/her regular rate, said employee shall receive an increase of seven and one-half percent (7.5%). If Step One of the new salary grade is higher than ten percent (10%) above the current wage, the employee shall be placed at Step One. An employee so assigned shall advance within that grade on the same basis as other employees within that grade.

An employee may be temporarily assigned to the work of any position in the same or lower salary grade and shall not suffer any loss of pay during the period of the temporary assignment.

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

District Court: In the case of a district court employee, the chief judge, or designee, shall consult with the Human Resources Director, with the chief judge making the final decision.

Section 3. Referrals.

A. Bargaining Unit employees shall be referred for promotional openings if it is determined that they possess the ability to perform the work, training, experience, physical and technical qualifications and personality and compatibility necessary to perform the duties and functions of the desired position. Such determination shall be made within the discretion of the Employer.

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

C. The decision to fill the position will be at the discretion of the department head.

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

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

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

ARTICLE 13
GRIEVANCE PROCEDURE FOR DISCHARGE OR
DISCIPLINE FOR THE DISTRICT AND PROBATE COURTS

Section 1. The following shall apply in cases of discharge or disciplinary time off, written disciplinary warnings, or any other disciplinary action taken against a non-probationary employee.

An employee of the Probate or District Courts covered under this Agreement, who has received disciplinary time off or has been discharged from employment and feels it is not for just cause, shall have a remedy as provided under this Article. By mutual agreement of the parties, any step of the grievance procedure can be removed and replaced with a mediator of the Union's choosing.

Section 2. General.

A. Default Settlement of Grievance. Any grievance not initiated, appealed, or answered within the time limits outlined within the grievance procedure shall be considered settled on the basis of the grievance presented, or answer last presented, and shall not be subject to further review.

B. Withdrawal of Grievance. Grievances may be withdrawn at any stage of the proceedings by written mutual consent of the parties.

C. Extension of Time Periods. The parties may extend the time periods within the grievance procedure by mutual written agreement.

D. Work Day Definition. For the purposes of the grievance procedure, work days shall be defined as Monday through Friday, excluding holidays.

E. Grievant Attending Meetings. The grievant may attend all meetings concerning his/her grievance with pay if scheduled during regular working hours, unless grievant has been terminated or said meeting occurs during a period of suspension.

Section 3. Grievance Procedure.

STEP 1:

A. Oral Presentation of Grievance to Supervisor. An employee receiving disciplinary time off, written disciplinary warnings or any other disciplinary action, or who has been discharged may, with or without the steward, grieve it orally to his/her immediate supervisor within five (5) work days from the knowledge of its occurrence or when the employee should have known of same.

B. Written Presentation of Grievance to Division Head. If the grievance is not settled orally, the steward and employee may jointly reduce the grievance to writing, stating the grievance, the contract provision(s) allegedly violated, and the remedy desired. They shall each sign the grievance and submit it to the employee's division head within five (5) work days from the date of receipt of the supervisor's response to the original oral grievance.

C. Written Response to Grievance by Division Head. The division head shall respond to the grievance in writing within five (5) work days following the date of presentation of the written grievance.

D. District Court. If the employee's supervisor is the court administrator, the grievant shall proceed directly to Step 2.

STEP 2:

A. If the grievance is not settled at Step 1 and the steward and employee wish to proceed further with the grievance, they may submit a signed written appeal to the Probate Court Administrator within five (5) work days from the date of receipt of the division head's written response for Probate Court employees. For District Court employees, the same procedure shall apply, except the grievance shall be submitted to the District Court Administrator.

B. Written response to the grievance shall be made by the appropriate representative of management as described in the above paragraph within five (5) work days following the date of presentation of the written appeal.

STEP 3:

A. In the event that the decision reached at Step 2 is not satisfactory to the Union, then, under such circumstances the Union may appeal the decision to the American Arbitration Association under its rules for the selection of an arbitrator. The rules of the American Arbitration Association shall be applicable except as otherwise modified herein.

B. The Union shall submit its written request for arbitration, as stated above, within twenty (20) work days after receipt of the answer in Step 2.

C. The arbitrator shall at all times be governed wholly by the terms of this Agreement and shall have no power or authority to amend, alter or modify the express written provisions of this Agreement in any respect.

D. The decision of the arbitrator may be appealed by either the Union or the Court affected by the grievance to Step 4.

E. The decision of the arbitrator shall not be binding if appealed by either the Union or court management representatives within twenty (20) work days after receipt of the arbitrator's decision.

STEP 4:

A. Written Presentation of Grievance to Labor Relations Committee of the Court. If the grievance is appealed from Step 3, the Union or management representative may submit a signed written appeal to the Labor Relations Committee of the court within twenty (20) work days after the date of receipt of the arbitrator's decision.

B. Composition of the Labor Relations Committee of the Courts.

1) The composition of the Labor Relations Committee shall consist of two (2) judges from the Ingham County Probate, District or Circuit Court, depending

upon the availability of the judges and a retired judge from either Ingham, Eaton, Clinton, Shiawassee or Livingston counties. This panel shall sit to hear and decide the appeal.

- 2) Selection of Labor Relations Committee. Selection of the present Ingham County Judges shall be made by blind draw by the Human Resources Director, with a Union representative present. The retired judge shall be selected by the Union from a list provided by the State Court Administrative Office. The expenses of the retired judge shall be paid for fifty (50%) percent by the Union and fifty (50%) percent by the Employer.

C. Procedure Before the Labor Relations Committee. The briefs, if any, submitted to the arbitrator in Step 3 by both parties shall be submitted to the Labor Relations Committee of the appropriate court. The decision of the arbitrator and any exhibits presented at Step 3 shall also be submitted. The Union shall be afforded a twenty (20) minute oral argument before the panel. The Employer shall be afforded a twenty (20) minute oral argument before the panel. The hearing shall not be de novo, but shall be limited as stated above and witnesses shall not testify before the Labor Relations Committee unless requested by the Labor Relations panel.

D. Hearing Dates. The Labor Relations Committee of the affected court shall, within thirty (30) work days from receipt of the appeal, convene and hear the case.

E. Decision. A majority decision of the Labor Relations Committee of the court shall be final, conclusive and binding upon the employee, the Employer and the Union, and may be enforced by a Circuit Court of competent jurisdiction. The Labor Relations Committee of the court shall render its decision in writing within twenty (20) work days after the hearing on the matter.

F. Appeal of Decision. There shall be no appeal from the decision of the Labor Relations Committee.

ARTICLE 14
GRIEVANCE PROCEDURE FOR NON-DISCIPLINARY MATTERS
(CONTRACT INTERPRETATION AND ECONOMIC MATTERS)
FOR THE PROBATE AND DISTRICT COURTS

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

grievance procedure can be removed and replaced with a mediator of the Union's choosing.

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

A. Grievance Procedure.

STEP 1: The grievance shall be reduced to writing by the employee and presented to his/her immediate supervisor within said five (5) day period, requesting that the grievance be adjusted. The supervisor will meet with the employee to discuss the grievance and will attempt to respond to said grievance within three (3) work days of said meeting, but in no event more than six (6) work days after the grievance has been presented to the supervisor. The employee shall suffer no loss of pay for the time spent with the supervisor to discuss the grievance.

District Court. If the employee's supervisor is the court administrator, the grievant shall proceed directly to Step 2.

STEP 2: If the answer of the supervisor received in Step 1 is not satisfactory to the employee, he/she shall, within three (3) work days of receipt of the answer in Step 1, submit the grievance in writing to the department head. The department head shall submit an answer in writing within three (3) work days.

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

STEP 3A: The Human Resources Director, department head, affected employee, and Union representative shall meet within seven (7) working days after the submission of the grievance under Step 3. The Human Resources Director shall give a written answer within five (5) work days after the meeting. If the answer of the Human Resources Director is not satisfactory to the Union, it may be appealed to Step 4 within five (5) work days after receipt of the answer at Step 3A.

STEP 4: The County Services Committee shall meet to discuss the grievance at the next regularly scheduled committee meeting, provided that said grievance is received by the Human Resources Director in writing at least five (5) work days prior to the next meeting. The County Human Resources Director shall notify the Union and the aggrieved employee in writing at least four (4) work days prior to the meeting. At this meeting, the County Services Committee will review the facts as they relate to the interpretation and application of this Agreement. The County Services Committee shall reply with its decision, in writing, no later than three (3) work days following said meeting. If the decision of the County Services Committee is unsatisfactory to the Union, or if the Employer desires, said dispute may be submitted within fifteen (15) work days for arbitration in accordance with

the procedures and rules of the American Arbitration Association. The fees and approved expenses of said arbitration shall be borne equally by the Employer and the Union.

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

Section 3.

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

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

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

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

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

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

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

ARTICLE 15
GRIEVANCE PROCEDURE FOR THE CIRCUIT COURT

Section 1. A grievance is defined as a claim, reasonably and sensibly founded, of a violation of this Agreement or an action by an employee who has received disciplinary time-off or has been discharged from employment and feels it is not for just cause. Any such grievance filed shall refer to the specific provision alleged to have been violated and shall adequately set forth the facts pertaining to the alleged violation. All grievances shall be commenced within five (5) work days after the grievance has become known, or should reasonably have been known, by the employee. Any claims not conforming to the provisions of this definition shall be automatically defined as not constituting a valid grievance.

Section 2. General

A. Default Settlement of Grievance. Any grievance not initiated, appealed, or answered within the time limits outlined within the grievance procedure shall be considered settled on the basis of the grievance presented, or answer last presented, and shall not be subject to further review.

B. Withdrawal of Grievance. Grievances may be withdrawn at any stage of the proceedings by written mutual consent of the parties.

C. Extension of Time Periods. The parties may extend the time periods within the grievance procedure by mutual written agreement.

D. Work Day Definition. For the purposes of the grievance procedure, work days shall be defined as Monday through Friday, excluding holidays.

E. Meetings Concerning Grievance. Appropriate Union representatives may meet at reasonable times with representatives of the Employer to discuss and adjust unsettled grievances. Meetings shall be held at mutually agreed upon times. Union representatives shall attend such meetings with pay if scheduled during regular working hours.

F. Grievant Attending Meetings. The grievant may attend all meetings concerning his/her grievance with pay if scheduled during regular working hours, unless grievant has been terminated or said meeting occurs during a period of suspension.

Section 3. Grievance Procedure.

STEP 1:

A. Oral Presentation of Grievance to Supervisor. An employee having a grievance may, with or without the steward, present it orally to his/her immediate supervisor within five (5) work days after the grievance has become known or should reasonably have been known by the employee.

B. Written Presentation of Grievance to Division Head. If the grievance is not settled orally, the steward and employee may jointly reduce the grievance to writing, stating the grievance, the contract provision(s) allegedly violated, and the remedy desired. They shall each sign the grievance and submit it to the employee's division head within five (5) work days from the date of receipt of the supervisor's response to the original oral grievance.

C. Written Response to Grievance by Division Head. The division head shall respond to the grievance in writing within five (5) work days following the date of presentation of the written grievance.

STEP 2:

A. If the grievance is not settled at Step 1 and the steward and employee wish to proceed further with the grievance, they may submit a signed written appeal to the Circuit Court Administrator within five (5) work days from the date of receipt of the division head's written response.

B. Written response to the grievance shall be made by the Circuit Court Administrator within five (5) work days following the date of presentation of the written appeal. For matters not involving disciplinary time-off or discharge, the employee may appeal the decision of the Circuit Court Administrator to Step 4.

STEP 3: For Disciplinary Time Off or Discharge Actions Only.

A. In the event that the decision reached at Step 2, involving disciplinary time-off or discharge, is not satisfactory to the Union, then, under such circumstances, the Union may appeal the decision to a fact finder, who shall be a retired judge. The fact finder shall make findings of fact and submit those findings to the Labor Relations Committee of the Court. The Union shall submit its written request for fact finding, as stated above, within twenty (20) work days after receipt of the answer in Step 2.

B. A list of three (3) retired judges shall be obtained from the State Court Administrative Office. One (1) name shall be struck by the Union and one (1) name shall be struck by the Circuit Court Administrator, or his/her designee, and the remaining retired judge shall be the fact finder.

C. The fact finder shall at all times be governed wholly by the terms of this Agreement and shall have no power or authority to amend, alter or modify the express written provisions of this Agreement in any respect.

STEP 4:

A. Written Presentation of Grievance to Labor Relations Committee of the Court. If the grievance is appealed from Steps 2 or 3, and the Union wishes to proceed further with the grievance, a Union representative may submit a signed written appeal to the Labor Relations Committee of the Circuit Court within five (5) work days after the date of receipt of the answer at Step 1(C).

B. Composition of the Labor Relations Committee of the Circuit Courts. The Labor Relations Committee of the Circuit Court shall consist of two (2) Ingham County Circuit Court judges selected by the Chief Judge, and a retired judge from either Ingham, Eaton, Clinton, Shiawassee or Livingston counties. The retired judge shall be selected by the Union from a list provided by the State Court Administrative Office. This panel shall sit to hear and decide the appeal. The expenses of the retired judge shall be paid for fifty (50%) percent by the Union and fifty (50%) percent by the Employer.

Exclusion. A member of the Labor Relations Committee of the Court shall not have prior participation as an initial decision-maker. In such event, another judge shall sit on the Committee. However, the Chief Judge may sit on the panel if he/she made a budgetary decision regarding the grievance.

C. Union Representation. The affected employee shall be allowed Union representation at the hearing and to present evidence and witnesses on his/her own behalf.

D. Hearing Dates. The Labor Relations Committee of the Circuit Court shall, within thirty (30) work days from the receipt of the Union's appeal, convene and hear the case.

E. Procedure Before the Labor Relations Committee for Disciplinary Time Off or Discharge Actions Only. The briefs, if any, and involving disciplinary time-off or discharge, submitted to the fact finder in Step 3 by both parties shall be submitted to the Labor Relations Committee. The report of the fact finder and any exhibits presented at Step 3 shall also be submitted. The Union shall be afforded a twenty (20) minute oral argument before the panel. The Employer shall be afforded a twenty (20) minute oral argument before the panel. The hearing shall not be de novo, but shall be limited as stated above and witnesses shall not testify before the Labor Relations Committee unless requested by the Labor Relations panel.

F. Decision. A majority decision of the Labor Relations Committee of the Circuit Court shall be final, conclusive and binding upon the employee, the Employer and the Union, and may be enforced by a Circuit Court of competent jurisdiction. The Labor Relations Committee of the Court shall render its decision in writing within twenty (20) work days after the hearing on the matter.

G. Appeal of Decision. There shall be no appeal from the decision of the Labor Relations Committee.

ARTICLE 16 **GRIEVANCE PROCEDURE FOR ALL** **OTHER EMPLOYEES IN THE BARGAINING UNIT**

Section 1. A grievance is defined as a claim, reasonably and sensibly founded, of a violation of this Agreement. Any grievance filed shall refer to the specific provision alleged to have been violated and shall adequately set forth the facts pertaining to the alleged violation. All grievances shall be commenced within eight (8) work days after the grievance has become known, or should reasonably have been known, by the employee. Any claims not conforming to the provisions of this definition shall be automatically defined as not constituting a valid grievance.

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

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

STEP 2: If the answer of the supervisor received in Step 1 is not satisfactory to the employee, he/she shall, within three (3) work days of receipt of the answer in Step 1, submit the grievance in writing to the department head. The department head shall submit an answer in writing within three (3) work days. The employee may furnish a copy of the grievance to the Union. A copy of the answer shall be furnished to the Union departmental representative, provided that if Section 4 is utilized, this sentence shall not apply. In the event the employee does not have a supervisor, then the employee shall adhere to the requirements contained in Step 1, and Step 2 shall not be utilized.

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

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

STEP 4A: Procedure for all Contract Interpretation and Economic Matters for Prosecuting Attorney, Register of Deeds, County Clerk, Treasurer, Drain Commissioner, Sheriff, and Board of Commissioner Employees, and Disciplinary Matters for Board of Commissioner Employees. If the decision of Step 3 is unsatisfactory to the employee and the Union, by mutual agreement, the parties may solicit the assistance of the State Mediator in resolution of the grievance. The Mediator will not have the authority to impose a resolution unless both parties inform him/her in advance that they will accept his/her opinion as binding.

If the decision of Step 3 is unsatisfactory to the employee and the Union, or if the matter is not resolved in mediation, the County Services Committee shall meet to discuss the grievance at the next regularly scheduled committee meeting, provided that said grievance is received by the Human Resources Director in writing at least five (5) work days prior to the next meeting. The County Human Resources Director shall notify the Union and the aggrieved employee in writing at least four (4) work days prior to the meeting. At this meeting, the County Services Committee will review the facts as they relate to the interpretation and application of this Agreement. The County Services

Committee shall reply with its decision, in writing, no later than three (3) work days following said meeting. If the decision of the County Services Committee is unsatisfactory to the employee, said dispute may be submitted within fifteen (15) work days for arbitration in accordance with the procedures and rules of the American Arbitration Association. The fees and approved expenses of said arbitration shall be borne equally by the Employer and the Union.

STEP 4B: Procedure for Disciplinary or Discharge Matters Only for the Following Elected Officials: Prosecuting Attorney, Register of Deeds, County Clerk, Treasurer, Drain Commissioner, and Sheriff. A committee to hear disciplinary or discharge matters for the elected officials employees noted above shall consist of the Chair of the Board of Commissioners, a commissioner selected by the affected elected official, and a commissioner who is agreed to by the affected elected official and the Chair of the Board of Commissioners. This committee will review the facts involved in the grievance.

This committee shall render its written decision within five (5) work days after the meeting. If the decision of the committee is unsatisfactory to the employee, or if the elected official involved desires, said disciplinary dispute may be submitted within fifteen (15) work days to binding arbitration according to the rules and regulations of the American Arbitration Association. Fees and expenses of the American Arbitration Association shall be borne equally by the Employer and the Union.

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

Section 3.

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

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

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

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

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

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

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

ARTICLE 17 **ELECTION OF REMEDIES**

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

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

ARTICLE 18 **DISCIPLINE**

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

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

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

ARTICLE 19 **UNION RIGHTS**

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

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

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

B. Circuit Court Employees Only. Reasonable arrangements will be made to allow stewards time off with pay, with prior permission of their supervisor, during their regular working hours for the purpose of investigating grievances and to attend grievance meetings. Stewards shall have access to court or office premises for the purpose of investigating and adjusting any complaints and grievances by arranging with the respective

division heads to visit such premises during regular working hours, but in no event shall the steward interfere with the maintenance of discipline or the regular work being carried on in the division. The court or office premises may be used for grievance interviews. Stewards shall investigate and present the grievances to the division heads through the grievance procedure. In the event the steward is absent, an alternate steward may perform his/her functions, provided they have conformed with the above requirements in notifying the division head, giving him/her reasonable time to adjust for their absences during such periods while they are investigating or processing grievance procedures. This section applies to the Circuit Court only.

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

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

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

Section 5. Special Meetings.

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

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

Section 6. Bargaining Committee. The Employer hereby recognizes a bargaining committee composed of four (4) Union members who have been regular full-time employees for at least one (1) year and a reasonable number of non-employee bargaining unit members determined by the Union. The bargaining committee's sole function shall be to meet with the Employer representatives for the purpose of negotiating a new Agreement. Negotiating sessions which are held during working hours shall not result in a loss of pay for the bargaining committee members. It is understood that the Union and the Employer may bring in additional personnel to address certain areas of concern and/or expertise during the collective bargaining process, if it is mutually agreed upon. As long as the Circuit Court is included in this Agreement, one (1) employees from that court may be on the bargaining committee in addition to the four (4) other employees noted above. The same qualifications shall apply to these persons as noted above.

Section 7. Local 2256 Unit Officers. Union Unit Officers may have a total of eleven (11) hours per month, not to accumulate, to attend meetings regarding specific grievances of employees covered by this contract, to confer with the Union's International Representative, prepare for negotiations, and to conduct other necessary Union business without loss of pay. Necessary Union business only covers those employees covered under this contract. Notwithstanding the above, no individual Union Unit Officer shall be permitted to use more than eight (8) hours per month for the above-stated purposes, which time shall be deducted from the eleven (11) hours total. Prior approval of the Department Head, or his/her designated representative, is required before taking such time off.

Separate from the above eleven (11) hour provision, the Union Unit Chairperson shall be afforded one hundred (100) hours per quarter to attend meetings regarding specific employee issues, to attend committee meetings, to confer with the Union's International Representative, to prepare for negotiations and to conduct other necessary Union business without loss of pay. This one hundred (100) hours will not create an overtime situation. The Chairperson's schedule will be adjusted within the same week so as to avoid overtime. The Chairperson can only use these hours for Ingham County union business.

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

The Union Unit Officers shall consist of the Chairperson, Vice Chairperson, Secretary, and two (2) Chief Stewards. Newly selected Union Unit Officers shall not be allowed to use the hours provided in this section until ten (10) days' advance written notice of said selection is provided to the Human Resources Director and department head.

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

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

Section 8. Correspondence. A copy of all business correspondence relating to the administration of the contract from the UAW Attorney, or the International Representative, or from their office, addressed to any County department head, elected official or Manager, shall be sent to the County Attorney. The Employer agrees to send to the UAW International Representative and UAW Chairperson the County Services Committee Agenda and non-confidential materials in the packet, and the Finance Committee Agenda and minutes only on a regular basis. In addition, the Employer agrees to provide to the UAW, by February 1 and August 1 of each year, the names and addresses of all employees represented by the UAW.

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

ARTICLE 20 **UNION SECURITY AND CHECKOFF**

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

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

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

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

A. The Union shall obtain from each of its members a completed authorization form which shall conform to the respective state and federal law(s) concerning that subject, or any interpretation(s) thereof. The Union shall furnish the forms. The Employer shall

provide that form to the employee in the event a Union representative is not able to attend the weekly orientation session.

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

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

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

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

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

G. The Union agrees to defend, indemnify and save the Employer harmless against any and all claims, suits, or other forms of liability arising out of its deduction from an employee's pay of Union dues, representation fees and/or initiation fee, or in reliance upon any list, notice, certification or authorization furnished under this Article, including the termination of employment as provided under the Agency Shop provision. The Union assumes full responsibility for the disposition of the deductions so made once they have been sent to the Union.

Section 4. Continued Employment. The Union shall notify an employee who has not paid his/her dues or representation fee by certified mail, with a copy to the Employer. If said employee does not pay the dues or representation fee within thirty (30) days after said notice is received, the Union shall notify the Employer by certified mail of this omission.

Fifteen (15) days after receipt of notification by the Employer, the Employer shall terminate said employee.

Section 5. Notice of New Hires. The Employer will provide a Union representative the opportunity to meet with new employees at the weekly orientation session. The Union shall be responsible to receive the necessary information at orientation.

ARTICLE 21 **HOSPITALIZATION - MEDICAL COVERAGE**

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

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

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

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

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

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

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

Employee/patient pays the total costs of medications until the plan deductible has been satisfied. At that point Generics will be dispensed with a \$10.00 co-pay (or actual cost), Tier Two medications with a \$25.00 co-pay (or actual

cost), and Tier three medications with a \$50.00 co-pay (or actual cost). Three month supplies of properly prescribed drugs may be obtained via mail only with the following co-pays: Generic \$20.00 or actual cost, Tier 2 \$50.00 or actual cost, and Tier 3 \$100.00 or actual cost. These costs are not changed if the member reaches the maximum out of pocket costs for the plan year.

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

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

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

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

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

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

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

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

employee will be eligible for full family coverage. Dependents will be covered the first of the month following three months of employment.

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

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

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

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

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

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

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

Section 11. Certain individuals who satisfy the requirements of Resolution #08-042 will be provided health insurance pursuant to the benefit eligibility requirements of the County, health care providers and IRS regulations. Such provision of health care benefits are subject to elimination or modification by the County to the extent permitted by law.

ARTICLE 22 **LIFE INSURANCE**

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

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

Section 3. If employed for six (6) consecutive months in a permanent position, the Employer will provide \$10,000 of life insurance to three-quarter time employees and \$7,500 for shared-time and part-time employees. The requirements under Article 22, Section 2, shall apply.

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

ARTICLE 23 **HOLIDAYS**

The following holidays are recognized by the Employer:

New Year's Eve Day
New Year's Day
Martin Luther King Day
Presidents' Day
Good Friday Day
Memorial Day
Independence Day

Labor Day
Veterans' Day
Thanksgiving Day
Friday following Thanksgiving Day
Christmas Eve Day
Christmas Day

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

Section 2. Except for employees regularly scheduled to work on a shift basis, when a holiday listed above falls on a Saturday, the preceding Friday shall be observed as the legal holiday; and when the legal holiday falls on Sunday, the following Monday shall be observed as the legal holiday.

Section 3. When a holiday falls within an employee's vacation period and the employee is absent from work because of vacation, the employee will receive compensation for that day as a holiday, and the day will not be considered as a vacation day.

Section 4. Non-probationary employees scheduled to work any of the above holidays shall be compensated at the rate of one and one-half (1 1/2) times their regular hourly rate of pay for all hours worked in addition to receiving eight (8) hours of holiday pay at their regular rate of pay in accordance with Section 1. The Holiday shall be from 12:01 AM to 11:59 PM on the date recognized as the Holiday under this Article for pay purposes under this Section.

Section 5. To be eligible for holiday pay, an employee must be compensated the last scheduled day before and the first scheduled day after the holiday (plus the holiday, if scheduled) unless the absence has been previously approved by his/her department head and must be a non-probationary employee. An employee using sick leave before or after a holiday may be required by their department head to provide legitimate medical verification to the Employer to substantiate that he or she was truly ill or injured. Holiday pay shall not be given until such medical verification is given to the Employer.

Section 6. Non-probationary employees working at the Youth Center and the Sheriff's Department as Communications Operators or Cooks at either site on Easter Sunday, if required to work between the hours of 12:00 midnight on Saturday and 12:00 midnight on Sunday, shall be paid up to a maximum of eight (8) hours holiday pay per employee.

Section 7. Martin Luther King Day shall be observed as a County holiday on the same day it is observed by the State and federal government.

Section 8. Upon successful completion of the probationary period, employees shall be paid for eligible holidays that occurred during the employee's probationary period. Termination of employment for any reason prior to the completion of the probationary period shall result in no holiday payment.

Section 9. A non-probationary employee who is not regularly scheduled to work on a County holiday and who is called in by his/her supervisor (not to include replacing another

employee who was scheduled to work and is absent for any reason) will be paid time and one-half (1-1/2) for hours worked on that holiday. The above payment is not applicable if the called in employee is replacing another employee who was scheduled to work that holiday and is absent for any reason.

Section 10. A full-time employee shall be paid holiday pay for all regularly scheduled hours of his/her shift for each recognized holiday under the contract, subject to the conditions provided under this contract. All eligible employees less than full-time, i.e. three-quarter time, shared-time and part-time shall only receive holiday pay for the hours for which they were regularly scheduled to work on that holiday. If they were not regularly scheduled to work on a holiday, they shall not receive any holiday pay.

Holiday pay for shared-time employees shall be those who are scheduled to work the holiday get paid holiday pay up to eight (8) hours. Those who are not scheduled to work the holiday do not get any holiday pay. Shared time employees who are regularly scheduled to work four (4) hours on a holiday will receive four (4) hours each of holiday pay.

This provision shall supersede any contrary provision.

ARTICLE 24
VACATION

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

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

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

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

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

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

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

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

Section 8. Vacation Bonus Days. Effective January 1st of each year, each full-time employee will be credited with twenty-eight (28) hours of vacation bonus hours to be used during each calendar year. The first twenty-eight (28) hours of annual leave taken during each calendar year will be the vacation bonus hours and so indicated on the time card. Any portion of the vacation bonus hours not taken during each calendar year will be lost effective December 31st of each year. This vacation bonus will not accumulate nor will it be paid upon any termination of employment.

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

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

payroll. Proration under this section will be calculated based on the ratio of time compensated versus the applicable normal full payroll amount (80, 60, or 40 hours).

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

ARTICLE 25 **LEAVES OF ABSENCE**

Section 1. Sick Leave.

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

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

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

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

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

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

Section 5. Family Illness.

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

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

Section 6. Proof of Illness. An employee may be required to provide proof of illness in the form of a physician letter or other means of proof when proof is justified by a pattern, frequency or length of illness or other circumstances giving rise to reasonable suspicion. In the event this occurs, the Employer may implement Section 12.

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

Section 8. Transfer of Sick Leave. An employee who transfers within the County and/or Court, from one bargaining unit to another, or out of a unit, shall use the accrued and unused sick leave credit subject to the terms and conditions of the successor contract, or the Employer's personnel practices, whichever are applicable.

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

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

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

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

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

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

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

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

Section 14. Special Leaves.

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 26 **DISABILITY PLAN**

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

A. Upon proper medical determination of disability due to a non-work related illness or injury, the Employer will provide fifty percent (50%) of the employee's gross salary to a maximum of \$300.00 per week for a maximum of one hundred four (104) weeks.

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

C. The regular full-time employee may use sick time accumulations during the ninety (90) calendar day elimination period and also may use vacation and compensatory time accumulations. If the employee's total accumulations exceed ninety (90) calendar

days, the short-term disability payments shall commence on the 91st day, at the option of the employee, with the remaining accumulations to stay on record.

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

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

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

ARTICLE 27 **LONGEVITY PLAN**

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

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

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

After the four (4) year eligibility period, as stated above, employees on an authorized unpaid leave of absence, as permitted under this contract, during the twelve (12) month

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

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

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

Section 3. The longevity bonus shall be computed as a percentage of the employee's annual base salary or wage. Base salary or wage shall be that which an employee is being paid on October 1 of the fiscal year in which a longevity bonus is due, and shall not include overtime pay, premium pay, uniform allowance per diem, or travel allowance, or any other compensation, including worker's compensation. No longevity payment as above scheduled shall be made for that portion of an employee's base salary which is in excess of TWENTY THOUSAND DOLLARS (\$20,000.00).

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

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

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

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

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

ARTICLE 28 **RETIREMENT**

Section 1. Employees are covered by the Municipal Employees' Retirement System. The Employer shall abide by all the terms and conditions of that program, or a similar retirement plan with the Municipal Employees' Retirement System or provided by another carrier, which is equal to or exceeds the present plan. They are provided with the MERS B4 plan, the 55F waiver with fifteen (15) years of service, at an employee contribution rate of 3.62% paid through payroll deduction. Within the life of the Agreement, an actuarial study for conventional MERS plan enhancements (excluding early out options) will be done and paid for by the Union. The Employer agrees to implement the enhanced retirement plan, if agreed upon by the Union, with a 60 day prior notice to the Employer, provided the total employee contributions, including the actuarial determined cost of the proposed new plans, will be not exceed 10%. The cost of the enhanced plan will be borne by the employees.

In addition, the Employer agrees to implement within the same 60 days time period stated above, if agreed upon by the Union, the MERS Health Care Savings Program. The employees shall pay the full cost of this program, including the per employee administrative cost of said program, through payroll deduction.

Section 2.

A. Retirees eligible for retiree health and hospitalization coverage may also enroll at the retirees' cost in dental and/or vision coverages offered to active employees, provided they enroll for such coverages upon retirement unless they have coverage available through another source. Retirees that do not initially enroll in dental and/or vision coverages that lose dental or vision coverage from another source shall notify the County

Financial Services Department. The retiree can then be enrolled for dental and/or vision coverage at the retiree's cost the first of the month following their loss of alternate coverage(s). Retirees that enroll in dental and/or vision coverage and subsequently drop coverages may not re-enroll.

B. Employees who have met the vesting requirements with Ingham County service only, and who are immediately eligible for retirement benefits shall be provided single subscriber health and hospitalization coverage. Non-Medicare eligible retirees shall receive the same health coverage options as active employees, if available, with a benchmark as set forth in Article 21, including the increase in the benchmark as set for in Article 21. Increases in premium costs which exceed the benchmark will be shared 50/50 by the Employer and the retiree on a monthly basis. Retirees can pay for their spouse's coverage under the conditions established by the County. Medicare eligible retirees will be offered enrollment in a Medicare coordinate plan and must accept and pay for Part B coverage. Medicare eligible retirees will have the choice of the following plans in 2009: a. PHP High and PHP Low Medicare Supplement Plans; or b. Humana Medicare Advantage Plan. The County shall pay the premium for the Medicare eligible retiree up to the benchmark, with the County and the retiree splitting any costs over the benchmark 50/50. If a coverage is no longer available, the retiree must select from what is available and pay the difference in cost, if any.

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

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

Section 5. The Employer shall pay the employee's portion of the retirement costs, except as stated in Sections 8 and 9 and elsewhere in this contract.

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

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

employee. All questions of eligibility shall be determined by the regulations and rules established by the carrier providing such coverage.

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

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

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

ARTICLE 29 **TRAVEL ALLOWANCE**

Section 1. Parking Allowance.

A. Whenever it is necessary in the course of employment for an employee to have available his/her motor vehicle during the hours of employment, parking reimbursement will be made on a monthly basis for said employee or the Employer may provide the parking for such employees. Employees who are not required to drive their vehicles in the course of their employment will be reimbursed up to the minimum rate at City of Lansing ramps closest to where the employee is normally scheduled to work payable on a monthly basis, provided the employee furnishes satisfactory proof of payment, and is not provided with free parking by the County.

B. In the event that employees utilize the CATA bus service and are not provided free parking by the County at their place of work, under those circumstances, the Employer shall reimburse these employees upon satisfactory proof of purchase of bus passes. In no event shall reimbursement for bus passes exceed the parking reimbursement amount.

C. An employee who is assigned to the Grady Porter or Veterans' Memorial Buildings that is eligible for parking allowance may annually waive the right to parking allowance reimbursement under this Article and instead receive a waiver payment in the amount of \$30 per month. The decision to waive the parking allowance shall be made once per calendar year and shall last the entire calendar year, but an employee that waives the parking allowance may elect to receive the allowance for the next calendar year.

D. Newly hired employees shall not be eligible for parking allowance or the parking allowance waiver payments. This Subsection shall be effective 12/31/2011 or upon implementation by the ICEA County and Court Professional bargaining units, the OPEIU Family and Probate bargaining units, and the non-union managerial and confidential employees, whichever occurs first.

Section 2. Mileage Allowance.

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

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

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

Section 3. Automobile Insurance. Employees who use their vehicles as a requirement of their job may be reimbursed to a maximum of ONE HUNDRED TWENTY DOLLARS (\$120.00) for additional automobile insurance charges they may pay as the result of the vehicle being used in the conduct of their job.

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

Section 4. Conferences, Conventions, or Seminars. The following regulations shall apply to all claims for reimbursement of expenses for attending meetings, conventions, conferences, or seminars on behalf of the Employer.

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

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

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

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

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

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

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

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

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

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

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

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

Section 5. Advance Payment. Employees may receive a travel advance prior to their traveling on Employer's business. Said advancement requires the prior approval of the department head and the County Controller, and compliance with the following provisions:

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

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

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

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

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

ARTICLE 30
PAST PRACTICES AND OTHER AGREEMENTS

Section 1. There are no agreements which are binding on any of the parties other than the written provisions contained in this Agreement. No further agreement shall be binding on any of the parties until it has been put in writing and signed by the parties to be bound, excepting, however, past practices established by the Human Resources Department and the Union shall be continued.

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

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

ARTICLE 31
SAVINGS CLAUSE

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

ARTICLE 32
SALARIES

Section 1. Salaries.

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

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

District Court and Circuit Court Employees Only: Original appointment to any position shall be made at the entrance rate of the classification. Upon recommendation of the Division Head or Court Administrator, the Chief Judge may approve initial compensation through Step 3 in the salary schedule when the needs of the Court make such action necessary; provided that any such exception is based on the outstanding and unusual character of the individual employee's experience and ability over and above the desirable qualifications specified for the class. Authorization for initial compensation above Step 3 must be obtained from a majority of the judges of the Court.

C. New employees who are compensated at the minimum rate in their salary grade shall advance to the next step of their salary grade at the beginning of the payroll period following their successful completion of one (1) year of continuous regular employment. New employees who are initially compensated at a rate above the minimum, shall not advance to the next step until the beginning of the payroll period following their completion of one (1) year of employment. Further advancement to the maximum rate within a salary range shall be by successive steps effective the payroll period following the employee's anniversary date of continuous employment in that classification.

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

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

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

E. If an employee is not performing satisfactorily, the employee and the Human Resources Office shall be informed of this in writing prior to his/her eligibility for a salary step increase. Said increase may then be postponed for up to ninety (90) days to provide the employee an opportunity to improve his/her performance. At the end of that time,

he/she shall either receive the salary increase, if improvement has been made, or shall be terminated as an employee of the County.

F. Promotions and Reclassifications.

- 1) Current annual wage is defined as the salary paid to the employee on the date immediately prior to the date of reclassification or promotion.
- 2) Employees who are reclassified or promoted within their career field to a new or different pay grade shall receive an increase of a minimum of five percent (5%) to a maximum of ten percent (10%) more than the above-stated current annual wage, except in the event that step one of the new salary grade is ten percent (10%) above the current annual wage said employee shall be placed in step one of the new salary grade.
- 3) If there is no step in the new salary grade that is between five and ten percent (5%-10%) higher than the current annual wage, said employee shall receive an annual salary increase of seven and one-half percent (7.5%) which shall be effective the first full pay period following promotion or reclassification. On said employee's next anniversary date [which is one (1) year following the effective date of reclassification or promotion], he/she shall be eligible to advance to the next step on the salary scale which is larger than said employee's salary at that time.
- 4) In the event that an employee would receive less money as a result of reclassification or promotion than he/she would have received over the next calendar year if he/she had not been reclassified or promoted, then the UAW International Representative and Employer shall meet to resolve same.
- 5) In no event will the new salary exceed the maximum of the salary grade.
- 6) Employees who are not promoted within their career field, but who go on to a different career field, shall be compensated as specified in Section IB of ARTICLE 32. In the event there is a dispute regarding whether or not the change is or is not within one's career field, the Employer and the Union's International Representative shall meet to resolve same.
- 7) There will be no change of anniversary dates for the purpose of step increases when employees change positions in the same salary grade (lateral transfer) within the UAW bargaining unit.

G. A requirement for advancement within pay ranges is continuous service, which means regular employment without break or interruption. Leaves of absence with pay and leaves of absence without pay of ten (10) or less days shall not interrupt continuous service. Leaves of absence with or without pay in excess of ten (10) days shall

be deducted in computing total service, but shall not serve to interrupt continuous service. Absences without leave in excess of three (3) days in a calendar month shall be deducted from and shall interrupt continuity of service, unless a satisfactory reason is given.

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

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

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

**SALARY SCHEDULE
2009 RATES - EFFECTIVE JANUARY 1, 2009***

Redlined Grades 1-15	Step 1	Step 2	Step 3	Step 4	Step 5
01	25,694	26,590	27,092	28,650	29,574
02	26,235	27,132	27,786	29,420	30,388
03	26,744	27,666	28,305	30,218	31,212
04	27,408	28,392	29,047	30,881	31,891
05	28,088	29,047	29,735	31,546	32,562
06	28,884	29,889	30,550	32,465	33,523
07	30,019	31,028	31,750	33,783	34,905
08	31,204	32,520	33,273	35,213	36,353
09	32,465	33,928	35,026	36,991	38,212
10	33,790	35,221	36,475	38,520	39,810
11	35,268	36,813	37,871	40,045	41,387
12	37,298	39,131	39,853	42,108	43,503
13	38,932	40,957	41,833	44,304	45,790
15 Bldg./ Constr Super & Dental Hygienist	47,536	50,038	52,488	54,173	56,003
A	24,589	25,689	26,868	28,076	29,361
B	26,252	27,460	28,690	30,006	31,375
C	28,049	29,308	30,649	32,043	33,523
D	29,953	31,319	32,739	34,241	35,797
E	31,964	33,411	34,938	36,546	38,212
F	33,812	35,342	36,976	38,665	40,434
G	35,797	37,432	39,150	40,944	42,821
H	37,915	39,658	41,480	43,384	45,368
I	40,139	41,991	43,920	45,932	48,048
J	42,504	44,467	46,512	48,645	50,888

* Retroactive for employees who are employed on date of ratification by both parties.

2010 RATES - EFFECTIVE JANUARY 1, 2010

Redlined Grades 1-15	Step 1	Step 2	Step 3	Step 4	Step 5
01	26,048	26,944	27,446	29,004	29,928
02	26,589	27,486	28,140	29,774	30,742
03	27,098	28,020	28,659	30,572	31,566
04	27,762	28,746	29,401	31,235	32,245
05	28,442	29,401	30,089	31,900	32,916
06	29,238	30,243	30,904	32,819	33,877
07	30,373	31,382	32,104	34,137	35,259
08	31,558	32,874	33,627	35,567	36,707
09	32,819	34,282	35,380	37,345	38,566
10	34,144	35,575	36,829	38,874	40,164
11	35,622	37,167	38,225	40,399	41,741
12	37,652	39,485	40,207	42,462	43,857
13	39,286	41,311	42,187	44,658	46,144
15 Bldg./ Constr Super & Dental Hygienist	47,890	50,392	52,842	54,527	56,357
A	<u>24,943</u>	<u>26,043</u>	<u>27,222</u>	<u>28,430</u>	<u>29,715</u>
B	<u>26,606</u>	<u>27,814</u>	<u>29,044</u>	<u>30,360</u>	<u>31,729</u>
C	<u>28,403</u>	<u>29,662</u>	<u>31,003</u>	<u>32,397</u>	<u>33,877</u>
D	<u>30,307</u>	<u>31,673</u>	<u>33,093</u>	<u>34,595</u>	<u>36,151</u>
E	<u>32,318</u>	<u>33,765</u>	<u>35,292</u>	<u>36,900</u>	<u>38,566</u>
F	<u>34,166</u>	<u>35,696</u>	<u>37,330</u>	<u>39,019</u>	<u>40,788</u>
G	<u>36,151</u>	<u>37,786</u>	<u>39,504</u>	<u>41,298</u>	<u>43,175</u>
H	<u>38,269</u>	<u>40,012</u>	<u>41,834</u>	<u>43,738</u>	<u>45,722</u>
I	<u>40,493</u>	<u>42,345</u>	<u>44,274</u>	<u>46,286</u>	<u>48,402</u>
J	<u>42,858</u>	<u>44,821</u>	<u>46,866</u>	<u>48,999</u>	<u>51,242</u>

2011 RATES - EFFECTIVE JANUARY 1, 2011

Redlined Grades 1-15	Step 1	Step 2	Step 3	Step 4	Step 5
01	26,422	27,318	27,820	29,378	30,302
02	26,963	27,860	28,514	30,148	31,116
03	27,472	28,394	29,033	30,946	31,940
04	28,136	29,120	29,775	31,609	32,619
05	28,816	29,775	30,463	32,274	33,290
06	29,612	30,617	31,278	33,193	34,251
07	30,747	31,756	32,478	34,511	35,633
08	31,932	33,248	34,001	35,941	37,081
09	33,193	34,656	35,754	37,719	38,940
10	34,518	35,949	37,203	39,248	40,538
11	35,996	37,541	38,599	40,773	42,115
12	38,026	39,859	40,581	42,836	44,231
13	39,660	41,685	42,561	45,032	46,518
15 Bldg./ Constr Super & Dental Hygienist	48,264	50,766	53,216	54,901	56,731
A	25,317	26,417	27,596	28,804	30,089
B	26,980	28,188	29,418	30,734	32,103
C	28,777	30,036	31,377	32,771	34,251
D	30,681	32,047	33,467	34,969	36,525
E	32,692	34,139	35,666	37,274	38,940
F	34,540	36,070	37,704	39,393	41,162
G	36,525	38,160	39,878	41,672	43,549
H	38,643	40,386	42,208	44,112	46,096
I	40,867	42,719	44,648	46,660	48,776
J	43,232	45,195	47,240	49,373	51,616

ARTICLE 33
RECLASSIFICATIONS

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

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

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

ARTICLE 34
DENTAL INSURANCE

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

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

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

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

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

ARTICLE 35 **HEALTH AND SAFETY**

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

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

Section 3. Disclosure of Criminal Record.

A. All employees shall fully disclose to their Department Head any criminal felony or work related misdemeanor convictions occurring after the effective date of this Agreement. 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 4. 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 36 **ADMINISTRATIVE LEAVE POLICY**

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

- A. Employees may use compensatory, personal or vacation time in lieu of regular pay if compensation is desired;
- B. Employees may work part of their regular schedule and will be eligible for pay for those hours worked, with the remainder of the schedule compensated from compensatory, personal or vacation time if compensation is desired;
- C. Employees may report for work and shall be compensated at his/her regular rate of pay for those hours worked.

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

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

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

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

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

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

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

ARTICLE 37 **WORKERS' COMPENSATION**

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

Section 2. Use of Accumulated Sick Leave When on Workers' Compensation. Employees in the bargaining unit are permitted to use accumulated sick leave while on workers' compensation as provided below:

A. The maximum time an employee may use accumulated sick leave while on workers' compensation is eight (8) weeks.

B. Employees shall not accumulate sick leave or vacation time while off on workers' compensation. All other fringe benefits shall terminate after an employee is off work on workers' compensation for ninety (90) days.

C. Employees who have accumulated at least 160 hours, but less than 400 hours, of sick leave are permitted to use their accumulated sick time as a supplement to workers' compensation so that they will receive approximately 80% of their normal straight-time pay.

D. Employees who have 159 hours or less of accumulated sick leave shall not be entitled to utilize this section.

E. Employees who have accumulated sick leave of 401 hours or more may use their accumulated sick leave so as to receive 90% of their normal straight-time pay.

F. The 80% and 90% wages noted above shall be gross wages minus normal tax deductions and other deductions.

EXAMPLE: If an employee's gross paycheck is \$150.00 and their net paycheck is \$100.00, and workers' compensation payments are \$60.00, the Employer's obligation is to pay \$20.00, provided the employee meets the above requirements.

ARTICLE 38 **I.R.S. SECTION 125**

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

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

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

ARTICLE 39 **SEVERABILITY CLAUSE**

The Circuit Court, Probate Court and District Court each reserve the right to have a separate agreement for its employees in any future negotiations after the expiration of this Agreement or in the event that the State of Michigan takes over the Circuit, Probate or District Court system in Ingham County. The Union also reserves the right to have a separate bargaining unit for Circuit, Probate or District Court employees in any future negotiations.

ARTICLE 40 **EMPLOYEE ASSISTANCE PROGRAM**

The Employer shall provide an Employee Assistance Program.

ARTICLE 41
VISION

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

ARTICLE 42
SUBCONTRACTING

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

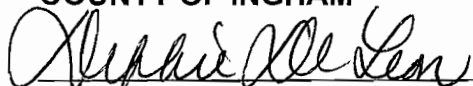
1. The Employer may lay off the employee(s) performing courier services. However, that employee working in this classification upon ratification of this Agreement will not be laid off and then his work subcontracted.
2. In the event the current bargaining unit employee working in this classification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

ARTICLE 43
FAMILY AND MEDICAL LEAVE ACT

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized representatives this _____ day of _____, 2009.

COUNTY OF INGHAM



Debbie DeLeon, Chairperson
Board of Commissioners

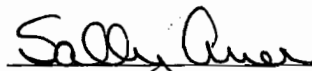


Mike J. Bryanton, County Clerk



Honorable R. George Economy
Chief Probate Judge

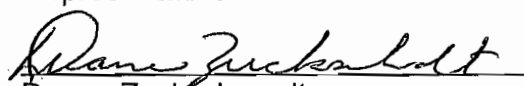
UNITED AUTO WORKERS



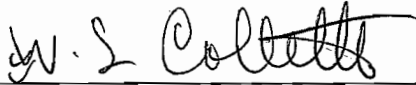
Sally Auer, Bargaining Chairperson



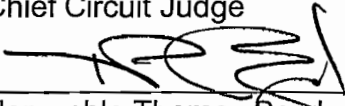
Steven Dawes, International
Representative



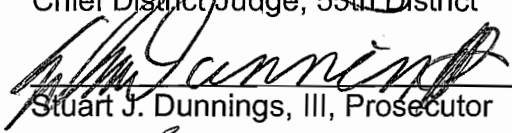
Duane Zuckschwerdt
Region 1-C Director



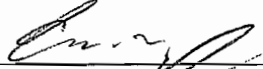
Honorable William E. Collette
Chief Circuit Judge



Honorable Thomas Boyd
Chief District Judge, 55th District



Stuart J. Dunning, III, Prosecutor



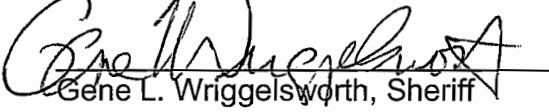
Curtis Hertel, Jr., Register of Deeds



Eric Schertzing, Treasurer



Patrick E. Lindemann
Drain Commissioner



Gene L. Wriggelsworth, Sheriff

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LETTER OF UNDERSTANDING

Full-Time/Shared Positions

In the spirit of cooperation with the Alternative Employment Opportunities Study, the UAW and the Ingham County Board of Commissioners agree on the following procedures for the implementation of full-time/shared positions.

1. Definition

A full-time/shared position is a position in which two employees share one full-time job.

2. Creation of a Full-Time/Shared Position

- (a) The employee in the full-time position must request that the position become a shared position by making the request of his/her supervisor and notifying the appropriate bargaining unit representative.
- (b) Approval of the supervisor and the appropriate department head and/or elected official must be obtained before a position can be converted to a shared position.
- (c) Final approval for shared positions originates from the Ingham County County Services Committee per Resolution #80-355.
- (d) The creation of a full-time/shared position to replace a vacant full-time position must be agreed upon by the bargaining unit involved and the County Services Committee.

3. Continuation and Review of Full-Time/Shared Positions

- (a) The supervisor will determine the duration of the shared position based on departmental needs.
- (b) A review of the shared positions will be conducted by the County and the appropriate bargaining units at the time of the expiration of the current collective bargaining agreements to determine if it is feasible to create alternative shared positions.

4. Shared Work Schedule

The work schedule will be determined by the supervisor for the shared positions in a manner to attempt to accommodate the employees, as well as the needs of the department.

5. Reversibility

- (a) The County Services Committee may convert, at its discretion, the previously designated shared position back to a full-time position which will be filled through regular County employment procedures.
- (b) In the event that one of the partners in a shared position leaves the position, one of the following options may occur:
 - 1) The remaining employee may continue to share the position and the other half would be filled through regular County employment procedures.
 - 2) Should it be determined by the County Services Committee that the position will be converted to full-time, it will be filled through regular County employment procedures.

6. Limits

There will be a total limit of fifteen (15) full-time/shared positions under the UAW contract.

7. Longevity

- (a) Full-time employees who are placed in shared positions are eligible for a prorata share of longevity, providing they meet the other longevity requirements as outlined in the collective bargaining agreement.
- (b) Payment of longevity to two shared-time employees will not exceed the total amount that would have been paid to a full-time employee in that position.

8. Fringe Benefits

- (a) Full-time/shared-time employees shall receive the same fringe benefits as part-time employees based upon the number of hours they work, as stated in Article 5, Section 1(C).
- (b) Holiday pay for shared-time employees shall be as follows: those full-time/shared position employees who are scheduled to work the holiday will receive holiday pay up to eight (8) hours. Those full-time/shared position employees who are not scheduled to work the holiday do not get any holiday pay.
- (c) Shared time employees who are regularly scheduled to work four (4) hours on a holiday will receive four (4) hours each of holiday pay.

9. Layoff and Bumping

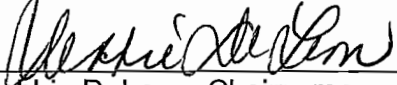
- (a) In case of a reduction in force, employees in a full-time/shared position will not be eligible to bump an employee in a full-time position, regardless of seniority.

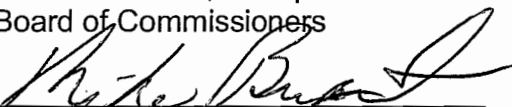
- (b) In case of a reduction in force, employees in a full-time position will not be eligible to bump an employee in a full-time/shared position, regardless of seniority.

10. Term

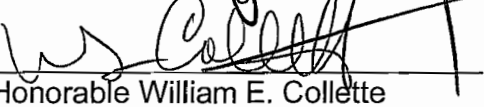
This Letter of Understanding shall remain in full force and effect through December 31, 2011.


COUNTY OF INGHAM



Debbie DeLeon, Chairperson
Board of Commissioners

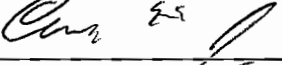

Mike J. Bryanton, County Clerk



Honorable R. George Economy
Chief Probate Judge


Honorable William E. Collette
Chief Circuit Judge


Honorable Thomas Boyd
Chief District Judge, 55th District


Stuart J. Dunning, III, Prosecutor

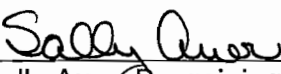

Curtis Hertel Jr., Register of Deeds



Eric Schertzing, Treasurer


Patrick E. Lindemann
Drain Commissioner


Gene L. Wriggelsworth, Sheriff

UNITED AUTO WORKERS


Sally Auer, Bargaining Chairperson


Steven Dawes, International Representative

LETTER OF UNDERSTANDING

Part-Time, Shared-Time, or Three-Quarter-Time Employees Temporarily Assigned to Full-Time Status

WHEREAS, the COUNTY OF INGHAM, a municipal body corporate of the State of Michigan, and the Ingham County Probate Court, Thirtieth Judicial Circuit Court and 55th Judicial District Court (hereinafter referred to as the "Employer") and the UNITED AUTO WORKERS (hereinafter referred to as the "Union") have agreed to a collective bargaining agreement for the Professional and Technical, Office, Paraprofessional and Service (TOPS) employees unit; and

WHEREAS, such collective bargaining agreement references job openings and temporary assignments in Article 12, Section 2; and

WHEREAS, the parties wish to clarify the benefits applicable to part-time, shared-time or three-quarter time employees temporarily assigned to full-time status.

NOW, THEREFORE, IT IS HEREBY AGREED by the parties as follows:

1. In the event a part-time, shared-time or three-quarter time employee is temporarily assigned by his/her department head through an approved Personnel Action Request to full-time status, either in his/her current position or in a different classification, that he/she be eligible for the following benefits effective from and after the ninety-first (91st) consecutive calendar day of working in that full-time assignment:

- A. Regular Vacation Accumulations: He/she would accumulate vacation at the appropriate level for his/her years of service, on a pro-rated basis. That is, the difference between the part-time and full-time vacation accumulations will be added for each payroll period. The employee is not eligible for this additional time until he/she has completed ninety (90) consecutive calendar days of a full-time assignment, however, the additional time will be calculated retroactive to the first day of the full-time assignment.
- B. Sick Accumulations: The difference between part-time and full-time sick accumulations will be added for each payroll period. The employee is not eligible for this additional time until he/she has completed ninety (90) consecutive calendar days of a full-time assignment, however, the additional time will be calculated retroactive to the first day of the full time assignment.
- C. Holidays: In the event a holiday falls during the full-time assignment, and an employee has completed ninety (90) consecutive calendar days of a full-time assignment, he/she will receive a total of eight (8) hours of holiday pay for each holiday during the full-time assignment. Shared-time employees who are regularly scheduled to work eight (8) hours on a holiday will receive eight (8) hours of holiday pay and the shared-time employee not regularly scheduled for the holiday will be ineligible for any holiday pay. Shared time

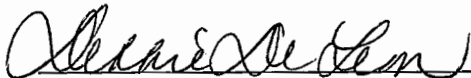
employees who are regularly scheduled to work four (4) hours on a holiday will receive four (4) hours each of holiday pay.


- D. THERE WILL BE NO OTHER CHANGE FROM PART-TIME TO FULL-TIME BENEFITS.
- E. In the event an employee is temporarily assigned and works for six (6) consecutive calendar months in a full-time assignment, he/she will be afforded regular full-time benefits commencing with the beginning of the first calendar month after completion of six (6) consecutive months in the full-time assignment, provided he/she provides prior written notice to the Human Resources Office.


2. The increased sick and vacation accumulations will be added to the employee's accumulations at the completion of the full-time assignment. Any holidays that fall during the interim of the full-time assignment will be paid in a lump sum payment after the completion of the full-time assignment.

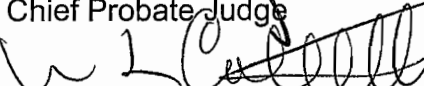
3. This Letter of Understanding shall not serve to modify any other terms or conditions agreed to by the parties in the aforementioned collective bargaining agreements.

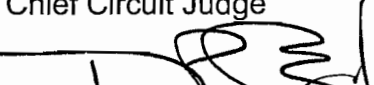
COUNTY OF INGHAM

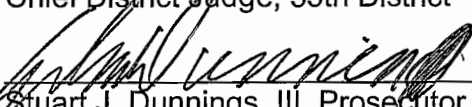

Debbie DeLeon, Chairperson
Board of Commissioners


Mike J. Bryant, County Clerk

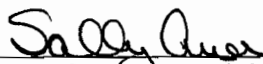

Honorable R. George Economy
Chief Probate Judge



Honorable William E. Collette
Chief Circuit Judge

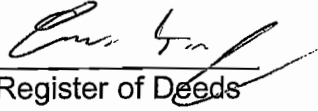

Honorable Thomas Boyd
Chief District Judge, 55th District


Stuart J. Dunnings, III, Prosecutor

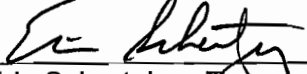
UNITED AUTO WORKERS


Sally Auef, Bargaining Chairperson

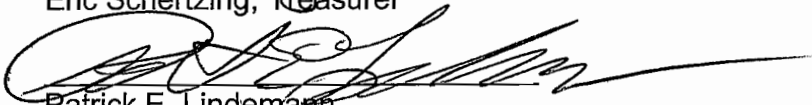

Steven Dawes, International Representative



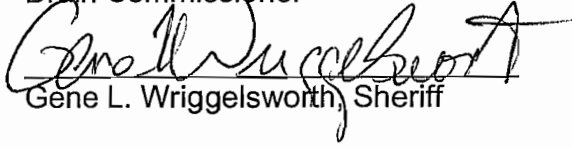
Curtis Hertel Jr., Register of Deeds



Eric Schertzing, Treasurer



Patrick E. Lindemann
Drain Commissioner



Gene L. Wriggelsworth, Sheriff

LETTER OF UNDERSTANDING

Time Clocks

WHEREAS, the COUNTY OF INGHAM, a municipal body corporate of the State of Michigan, and the Ingham County Probate Court, Thirtieth Judicial Circuit Court and 55th Judicial District Court (hereinafter referred to as the "Employer") and the UNITED AUTO WORKERS (hereinafter referred to as the "Union") have agreed to a collective bargaining agreement for the Professional and Technical, Office, Paraprofessional and Service (TOPS) employees unit; and

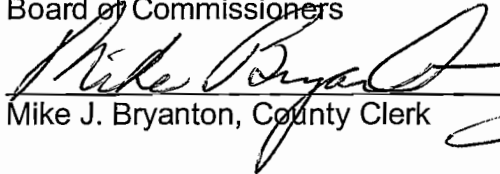
WHEREAS, the parties wish to clarify the conditions under which time clocks may be used by the Employer.

NOW, THEREFORE, IT IS HEREBY AGREED by the parties as follows:


1. The Union recognizes that the Employer has the right to install time clocks, at any time, within its discretion.


COUNTY OF INGHAM


Debbie DeLeon, Chairperson
Board of Commissioners



Mike J. Bryanton, County Clerk

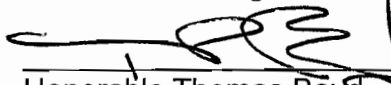
UNITED AUTO WORKERS

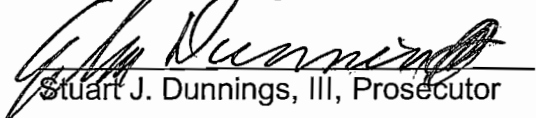

Sally Auer, Bargaining Chairperson

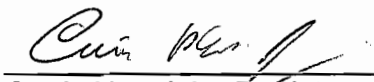

Steven Dawes, International
Representative

Honorable R. George Economy
Chief Probate Judge


Honorable William E. Collette
Chief Circuit Judge


Honorable Thomas Boyd
Chief District Judge, 55th District


Stuart J. Dunnings, III, Prosecutor


Curtis Hertel Jr., Register of Deeds

LETTER OF UNDERSTANDING

Part-Time or Shared-Time Employees Temporarily Assigned to Three Quarter-Time Status

WHEREAS, the COUNTY OF INGHAM, a municipal body corporate of the State of Michigan, and the Ingham County Probate Court, Thirtieth Judicial Circuit Court and 55th Judicial District Court (hereinafter referred to as the "Employer") and the UNITED AUTO WORKERS (hereinafter referred to as the "Union") have agreed to a collective bargaining agreement for the Professional and Technical, Office, Paraprofessional and Service (TOPS) employees unit; and

WHEREAS, such collective bargaining agreement references job openings and temporary assignments in Article 12, Section 2; and

WHEREAS, the parties wish to clarify the benefits applicable to part-time or shared-time employees temporarily assigned to three-quarter time status.

NOW, THEREFORE, IT IS HEREBY AGREED by the parties as follows:

1. In the event a part-time or shared-time employee is temporarily assigned by his/her department head through an approved Personnel Action Request to three-quarter time status, either in his/her current position or in a different classification, that he/she be eligible for the following benefits effective from and after the ninety-first (91st) consecutive calendar day of working in that three-quarter time assignment:

- A. Regular Vacation Accumulations: He/she would accumulate vacation at the appropriate level for his/her years of service, on a pro-rated basis. That is, the difference between the part-time/shared-time and three-quarter time vacation accumulations will be added for each payroll period. The employee is not eligible for this additional time until he/she has completed ninety (90) consecutive calendar days of a three-quarter time assignment, however, the additional time will be calculated retroactive to the first day of the three-quarter time assignment.
- B. Sick Accumulations: The difference between part-time/shared-time and three-quarter time sick accumulations will be added for each payroll period. The employee is not eligible for this additional time until he/she has completed ninety (90) consecutive calendar days of a three-quarter time assignment, however, the additional time will be calculated retroactive to the first day of the three-quarter time assignment.
- C. Holidays: In the event a holiday falls during the three-quarter time assignment, and an employee has completed ninety (90) consecutive calendar days of a three-quarter time assignment, he/she will receive a total of six (6) hours of holiday pay for each holiday during the three-quarter time assignment dependent upon his/her schedule. For example, part-

time/shared-time employees who are regularly scheduled to work eight (8) hours on a holiday will receive eight (8) hours of holiday pay and the part-time/shared-time employee not regularly scheduled for the holiday will be ineligible for any holiday pay.

- D. THERE WILL BE NO OTHER CHANGE FROM PART-TIME TO THREE-QUARTER TIME BENEFITS.
- E. In the event an employee is temporarily assigned and works for six (6) consecutive calendar months in a three-quarter time assignment, he/she will be afforded regular three-quarter time benefits commencing with the beginning of the first calendar month after completion of six (6) consecutive months in the three-quarter time assignment, provided he/she provides prior written notice to the Human Resources Office.

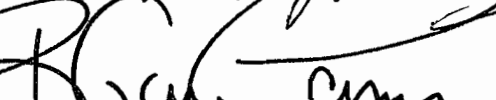
2. The increased sick and vacation accumulations will be added to the employee's accumulations at the completion of the three-quarter time assignment. If any holiday pay is due for any holidays that fall during the interim of the three-quarter time assignment, it will be paid in a lump sum payment pursuant to the number of hours scheduled after the completion of the three-quarter time assignment.

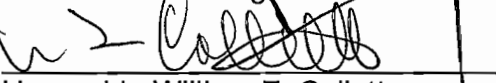
3. This Letter of Understanding shall not serve to modify any other terms or conditions agreed to by the parties in the aforementioned collective bargaining agreements.


COUNTY OF INGHAM


Debbie DeLeon, Chairperson
Board of Commissioners

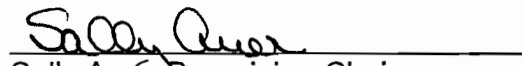

Mike J. Bryanton, County Clerk



Honorable R. George Economy
Chief Probate Judge

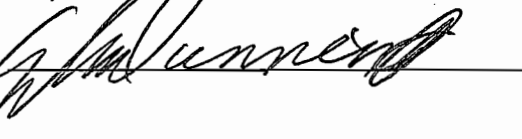

Honorable William E. Collette
Chief Circuit Judge



Honorable Thomas Boyd
Chief District Judge, 55th District

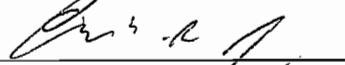
UNITED AUTO WORKERS

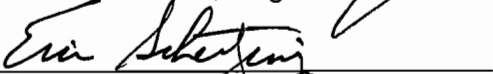

Sally Auer, Bargaining Chairperson

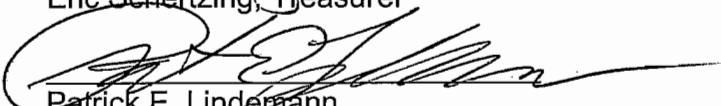

Steven Dawes, International
Representative

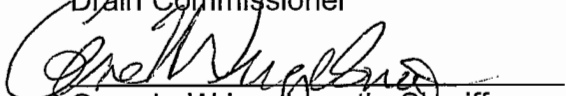



Stuart J. Dunnings, III, Prosecutor


Curtis Hertel Jr., Register of Deeds


Eric Schertzing, Treasurer


Patrick E. Lindemann
Drain Commissioner


Gene L. Wiggelsworth, Sheriff

LETTER OF UNDERSTANDING

Youth Center

WHEREAS, the County of Ingham (hereinafter the "Employer") and the United Automobile Workers (hereinafter the "Union") are parties to a collective bargaining agreement; and

WHEREAS, the parties wish to expand and clarify, under the parties' labor contract, the circumstances under which intermittent replacement workers may be used at the Ingham County Youth Center; and

WHEREAS, the parties wish to establish overtime procedures for all non-probationary, full-time and three-quarter (3/4) time Juvenile Detention Specialists.


NOW, THEREFORE, IT IS HEREBY AGREED by the parties as follows:

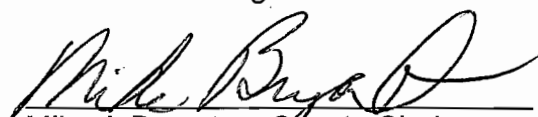
1. Additional staff may be utilized through the use of overtime first and then intermittent replacement workers under one or more of the following conditions:
 - a. The resident population exceeds 27.
 - b. Full-time Juvenile Detention Specialists are training new staff through job shadowing.
 - c. A resident is placed on suicide alert status by a court psychologist or manager resulting in close supervision to ensure the juvenile's safety.
2. Overtime shall be permitted under the following conditions:
 - a. All non-probationary, full-time and three-quarter (3/4) time staff will be placed on an overtime list. The list will be arranged by seniority, beginning with the person with the highest seniority in the first position on the list and descending from there.
 - b. When there is a necessity for overtime, staff will be contacted the first time starting with the first person on the list. Thereafter, staff will be contacted starting with the first person on the list after the last person that was contacted (or attempted to be contacted) on the list.
 - c. Each time a staff member is contacted (or attempted to be contacted), it will be documented as to the time and date of such contact (or attempted contact). A refusal of overtime will not adversely affect staff.
 - d. When the bottom of the list is reached, the supervisor will begin at the top and repeat the above stated procedure.

- e. Staff contacted from the overtime list must be able to work the entire shift (shifts defined as 11 PM - 7 AM, 7 AM.- 3 PM and 3 PM - 11 PM) for which there is a need for overtime (except when the overtime is a continuation of his/her shift, a maximum of 4 overtime hours will be offered).
 - f. Telephone calls to staff's contact numbers (no more than 2) shall constitute an offer of overtime and shall be documented. Thereafter, the next staff on the list shall be called.
 - g. There shall be no trading overtime among staff.
 - h. A shift that is not filled by anyone on the overtime list may be filled by an intermittent replacement.
 - i. If a staff member misses an overtime opportunity (because management did not correctly administer the overtime list), that employee will be given the first opportunity to accept the next available overtime shift. If a staff member misses a second overtime opportunity within a twelve month period (because management did not correctly administer the overtime list), the remedy will be pay for the hours the employee would have been entitled to.
3. This Letter of Understanding shall modify the parties' labor contract only to the extent expressly provided herein.
 4. All other terms of the parties' labor contract not in conflict with this Agreement shall continue in full force and effect.
 5. This Letter of Understanding shall be reviewed by both parties on, at least, an annual basis to ensure that it meets the needs of both parties. Any modification of this Agreement must be in writing and signed by the parties hereto.

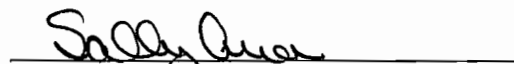
COUNTY OF INGHAM

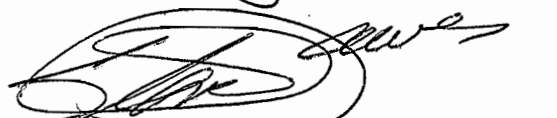

 Debbie DeLeon, Chairperson
 Board of Commissioners


 Honorable William E. Collette
 Chief Circuit Judge


 Mike J. Bryanton, County Clerk

UNITED AUTO WORKERS


 Sally Auer, Bargaining Chairperson


 Steven Dawes, International
 Representative

LETTER OF UNDERSTANDING
On-Call Computer Technicians

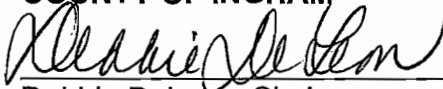
WHEREAS, the COUNTY OF INGHAM, a municipal body corporate of the State of Michigan (hereinafter referred to as the "Employer") and the UNITED AUTO WORKERS (hereinafter referred to as the "Union") have agreed to a collective bargaining agreement for the Technical, Office, Paraprofessional and Service (TOPS) employees unit from January 1, 2009, through December 31, 2011; and

WHEREAS, the Parties wish to supplement the contract regarding on-call time for Computer Technicians (Network Technicians), only.

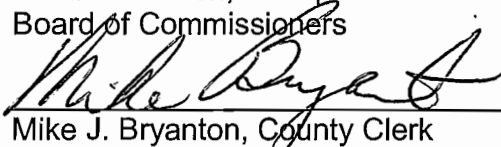
NOW, THEREFORE, IT IS HEREBY AGREED by the Parties as follows:

1. Each Computer Technician (Network Technician) shall have weekly on-call status, on a rotating basis with the other Computer Technician(s) (Network Technician(s)).
2. On-call coverage shall be from 5:30 p.m. through 7:30 a.m. for weekdays and for the entire weekend (48 hours).
3. Computer Technicians (Network Technicians) who are on-call shall carry a beeper issued by the Employer, remain within its range, and be able to return to the Data Processing Department within one hour after being called in to work.
4. Computer Technicians (Network Technicians) shall be paid for on-call time at the rate of two (2) hours' straight time pay for each weekday and four (4) hours' straight time pay for each weekend day for a weekly total of eighteen (18) hours' straight time pay.
5. On-call pay for holidays shall be at the rate of four (4) hours' straight time pay, in addition to any regular compensation.
6. If an on-call Computer Technician (Network Technician) is called in to work, that Computer Technician (Network Technician) shall receive a minimum of two (2) hours' pay at the rate of time and one half as per the Parties' labor contract's call-back provision (Article 11, Section 5). This shall be in addition to on-call pay.
7. All the other terms and conditions specified in the parties' collective bargaining agreement shall remain in full force and effect, except as stated above.

COUNTY OF INGHAM

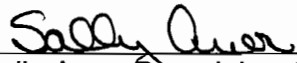


Debbie DeLeon, Chairperson
Board of Commissioners

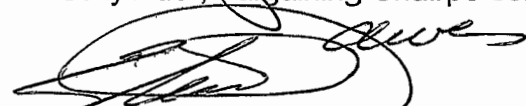


Mike J. Bryanton, County Clerk

UNITED AUTO WORKERS



Sally Auer, Bargaining Chairperson



Steven Dawes, International
Representative

LETTER OF UNDERSTANDING

Vision and Hearing Technicians

WHEREAS, the COUNTY OF INGHAM, a municipal body corporate of the State of Michigan, and the INGHAM COUNTY PROBATE COURT, THIRTIETH JUDICIAL CIRCUIT COURT AND 55TH JUDICIAL DISTRICT COURT (hereinafter referred to as the "Employer") and the UNITED AUTO WORKERS (hereinafter referred to as the "Union") have agreed to a collective bargaining agreement for Technical, Office, Paraprofessional and Service (TOPS) employees' unit, including Hearing Technicians, Vision Technicians and "Vision and Hearing Technicians; and

WHEREAS, the parties wish to clarify the employment status and benefits for these positions; and

WHEREAS, a majority of the duties of Hearing Technicians, Vision Technicians and Vision and Hearing Technicians follow the school year calendars, however, the employment status is full-time; and

WHEREAS, Hearing Technicians, Vision Technicians and Vision and Hearing Technicians may request an unpaid leave of absence for the summer months under Article 25, Section 14, of the collective bargaining agreement, but would become ineligible for longevity pursuant to Article 27, Section 1; and


WHEREAS, the parties are agreeable to permitting requested unpaid summer leaves without effecting longevity for these positions based upon the unique schedule of these positions.

NOW, THEREFORE, IT IS HEREBY AGREED by the parties as follows:

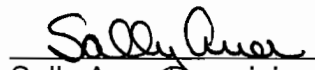
1. Hearing Technicians, Vision Technicians and Vision and Hearing Technicians will not be found ineligible for a prorated longevity payment due only to this approved voluntary unpaid leave of absence during the non-school year summer months.
2. It is expressly understood and agreed by the parties hereto that because of the uniqueness of this particular set of factual circumstances, this letter agreement is without precedence or prejudice as to any other cases and the agreement, including the longevity article, shall remain in full force and effect as written for all other unit employees.


COUNTY OF INGHAM


Debbie DeLeon, Chairperson
Board of Commissioners


Mike J. Bryant, County Clerk

UNITED AUTO WORKERS


Sally Auer, Bargaining Chairperson


Steven Dawes, International
Representative

LETTER OF UNDERSTANDING

Lateral Transfers

WHEREAS, the COUNTY OF INGHAM, a municipal body corporate of the State of Michigan, and the Ingham County Probate Court, Thirtieth Judicial Circuit Court and 55th Judicial District Court (hereinafter referred to as the "Employer") and the UNITED AUTO WORKERS (hereinafter referred to as the "Union") have agreed to a collective bargaining agreement for the Professional and Technical, Office, Paraprofessional and Service (TOPS) employees unit from January 1, 2009, through December 31, 2011; and

WHEREAS, the parties wish to clarify the contract regarding lateral transfers.

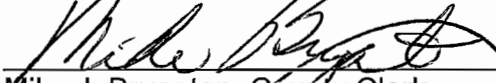
NOW, THEREFORE, IT IS HEREBY AGREED by the parties as follows:

1. There will be no change of anniversary dates for the purpose of step increases when employees change positions in the same salary grade (lateral transfer) within the UAW bargaining unit.
2. All the other terms and conditions specified in the collective bargaining agreement between the parties shall remain in full force and effect, except as stated above.


COUNTY OF INGHAM



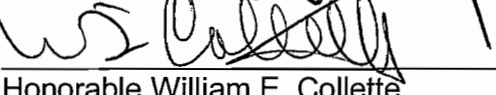
Debbie DeLeon, Chairperson
Board of Commissioners




Mike J. Bryanton, County Clerk



Honorable R. George Economy
Chief Probate Judge

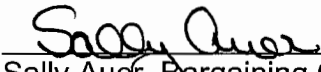


Honorable William E. Collette
Chief Circuit Judge




Honorable Thomas Boyd
Chief District Judge, 55th District


UNITED AUTO WORKERS





Sally Auer, Bargaining Chairperson




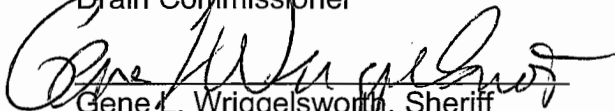
Steven Dawes, International
Representative


Stuart J. Dunning, III, Prosecutor


Curtis Hertel Jr., Register of Deeds


Eric Schertzing, Treasurer


Patrick E. Lindemann
Drain Commissioner


Gene L. Wiggelsworth, Sheriff

LETTER OF UNDERSTANDING

MIS Department - Computer Technicians

WHEREAS, the COUNTY OF INGHAM, a municipal body corporate of the State of Michigan (hereinafter referred to as the "Employer") and the UNITED AUTO WORKERS (hereinafter referred to as the "Union") have agreed to a collective bargaining agreement for the Technical, Office, Paraprofessional and Service (TOPS) employees unit; and,

WHEREAS, such collective bargaining agreement references step movement within Article 32 (Salaries), Section 1C; and,

WHEREAS, there is recruitment and retention difficulties with the classification of Computer Technicians; and,

WHEREAS, the parties wish to amend and clarify the step movement for this classification alone due to the market conditions;

NOW, THEREFORE, IT IS HEREBY AGREED by the parties that the following step advancement for Computer Technicians will be as follows:

Step Movement. The maximum step available is step 5, thus, the following step movement is only available through step 5.

1. Advance one step upon successful completion of 6-month probationary period. Anniversary date change.
2. If non-completion of CNA/MCP (Class 803) and/or CNE/MCSE, employees will advance one step upon successful completion of their 6-month probationary period, and then, assuming satisfactory performance, on an annual basis thereafter.
3. Advance one step upon completion of CNA/MCP (Class 803)*, or equivalent. Anniversary date change.
4. Advance one step upon completion of CNE/MCSE*, or equivalent. Anniversary date change.
5. If current employees have received a CNA/MCP (Class 803) or CNE/MCSE, or equivalent, they will be eligible for a one-step advancement for a CNA/MCP (Class 803), or equivalent. and a one-step advancement for a CNE/MCSE, or equivalent, upon execution of this letter of agreement. Anniversary date change.
6. The determination of who receives County paid CNA/MCP (Class 803)* or CNE/MCSE*, or equivalent, training is made within the sole discretion of the MIS Director and is not subject to the grievance procedure.
7. If an employee is at Step 5 and has obtained a CNE/MCSE*, or equivalent, or upon his/her successful completion of a CNE/MCSE*, or equivalent, he/she will be eligible for a \$1,500 bonus paid on a bi-weekly basis while employed as a Computer Technician.

*If education for a CNA/MCP or CNE/MCSE, or equivalent, is funded by the County of Ingham, the employee must sign an agreement whereby he/she agrees to work for Ingham County. If the training expense is under \$5,000 the employee must make a one (1) year employment commitment. If the training expense is \$5,000 or over, the employee must make a two (2) year employment commitment. If he/she fails to keep the specified commitment, he/she must repay the County for education / training expense.

EXAMPLES

COMPUTER TECHNICIANS

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
2009	\$40,139	\$41,991	\$43,920	\$45,932	\$48,048
2010	\$40,493	\$42,345	\$44,274	\$46,286	\$48,402
2011	\$40,867	\$42,719	\$44,648	\$46,660	\$48,776

EXAMPLE 1: DOH - 3-25-09 at Step 1 =	\$40,139
Complete Probation 9-25-09 / Move to Step 2 =	\$41,991
Completion of CNA / Move to Step 3 = 11-09	\$43,920
Contractual Increase - January 2010 =	\$44,274
Completion of CNE / Move to Step 4 = June, 2010	\$46,286
Step Increase - September, 2010 - Move = to Step 5	\$48,402
Contractual Increase - January 2011 =	\$48,776

Note: If non-completion of CNA/MCP and/or CNE/MCSE, or equivalent, employee would not receive those step increases, but would proceed with steps on an annual basis. (See Example 2)

EXAMPLE 2: DOH - 3-25-09 at Step 1 =	\$40,139
Complete Probation 9-25-09/Move to Step 2 =	\$41,991
Contractual Increase - January 2010 =	\$42,345
Step Increase - September 2010 - Move = to Step 3	\$44,274
Contractual Increase - January 2011 =	\$44,648

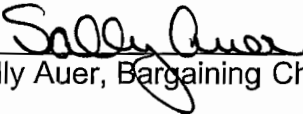
EXAMPLE 3: DOH - 3-25-09 at Step 2 = (Applicant has a CNA)	\$41,991
Completion Probation 9-25-09/Move to Step 3 =	\$43,920
Contractual Increase - January 2010 =	\$44,274
Step Increase - September 2010 - Move = to Step 4	\$46,286
Completion of CNE - Move to Step 5 = November 2010	\$48,402
Contractual Increase - January 2011 =	\$48,776

BE IT FURTHER AGREED that in the event the market no longer dictates the above outlined step movement as determined by the Employer, step movement for the Computer Technician classification will return to the same procedure for step movement as outlined in Article 32, Section 1C. The bonus payment will be eliminated and the employees will be placed at the step closest to their current salary to a maximum of Step 5.

COUNTY OF INGHAM

UNITED AUTO WORKERS


Debbie DeLeon, Chair,
Board of Commissioners


Sally Auer, Bargaining Chairperson


Mike J. Bryanton, County Clerk


Steven Dawes, International
Representative

LETTER OF UNDERSTANDING

On-Call Facilities Employees

WHEREAS, the COUNTY OF INGHAM, a municipal body corporate of the State of Michigan (hereinafter referred to as the "Employer") and the UNITED AUTO WORKERS (hereinafter referred to as the "Union") have agreed to a collective bargaining agreement for the Technical, Office, Paraprofessional and Service (TOPS) employees unit from January 1, 2009, through December 31, 2011; and

WHEREAS, the Parties wish to supplement the contract regarding on-call time for Facilities Employees, only.

NOW, THEREFORE, IT IS HEREBY AGREED by the Parties as follows:

1. Standby/On-Call lists will be established annually for all non-probationary, full-time employees within the Building Construction Supervisor, Building Maintenance Supervisor, Building Maintenance Mechanic II, and Building Maintenance Mechanic I positions. Upon entering this Letter of Understanding, there will be established two (2) separate Standby/On-Call lists, one being for the Lansing County facilities, excepting the Zoo; and the second for the non-Lansing facilities and the Zoo. Employees within these classifications that work in these facilities will sign up for such lists annually on a voluntary basis, provided however, each list must have at least six (6) employees. If less than six (6) employees sign up for the Standby/On-Call, additional employees will be added by the Employer on a reverse seniority basis from employees in the eligible classifications in the affected area (Lansing or Non-Lansing) that elected not to volunteer so there is a minimum of six (6) employees on each on-call list.
2. Each list will be arranged by seniority, beginning with the person with the highest seniority in the first position on the list and descending from there. Employees on each list will select a week for Standby/On-Call assignment from the initial weeks available (i.e. from the first six (6) or more weeks, based upon the number of employees on the applicable Standby/On-Call list). Thereafter, Standby/On-Call assignments will rotate by week for on-call duty, with the order initially selected repeating itself. However, by mutual agreement of employees involved and with the manager's approval, the employees may exchange their on-call day(s) with another employee from the list.
3. Each standby/on-call week assignment will run for seven (7) consecutive days.

4. In the event that an employee assigned to Standby/On-Call has called into work as sick, then the Employer shall attempt to fill that Standby/On-Call assignment from volunteers. If the assignment remains unfilled, the least senior eligible employee on the list will be assigned the Standby/On-Call. In the event that an employee assigned to Standby/On-Call is anticipated to be off work for a pay period or more, or if an employee on the list leaves County employment, the Employer will first seek volunteers to fill that employee's Standby/On-Call assignments from those eligible employees that declined to volunteer for Standby/On-Call assignments. If the assignments remain unfilled, the least senior eligible employee that declined to volunteer for Standby/On-Call assignments will be assigned to the Standby/On-Call assignments.
5. Employees who are on Standby/On-Call shall carry a cell phone or other communication device issued by the Employer, shall remain within its range, and be able to return to the Building within one (1) hour after being called in to work.
6. Facilities employees on Standby/On-Call for each week shall be paid for Standby/On-Call time at the rate of twenty dollars (\$20.00) for each weekday and twenty-five dollars (\$25.00) for each for each weekend day, for a weekly total of one hundred fifty dollars (\$150.00).
7. Employees on the Standby/On-Call lists shall also be entitled to a minimum of three (3) hours pay at the rate of time and one half, instead of two (2) hours pay, if called in to work per the Parties' labor contract's call-back provision (Article 11, Section 5). This shall be in addition to Standby/On-Call pay.
8. All the other terms and condition specified in the parties' collective bargaining agreement shall remain in full force and effect, except as stated above.
9. This Letter of Understanding shall be reviewed by both parties on, at least, an annual basis to ensure that it meets the needs of both parties. Any modification of this Agreement must be in writing and signed by the parties hereto.

COUNTY OF INGHAM



Debbie DeLeon, Chairperson
Board of Commissioners

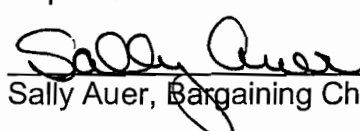


Mike J. Bryanton, County Clerk

UNITED AUTO WORKERS



Steven Dawes, International
Representative



Sally Auer, Bargaining Chairperson

LETTER OF UNDERSTANDING

Between the County of Ingham and United Automobile Aerospace and Agricultural Implement Workers of America (UAW), Ingham County Unit, Local 2256 for the Technical, Office, Para-Professional and Service Employees

THIS LETTER OF UNDERSTANDING, executed this ____ day of _____, 2009, by and between the County of Ingham and the United Auto Workers Aerospace and Agricultural Implement Workers of America (UAW), Ingham County Unit, Local 2256 for the technical, office, para-professional, and service employees, is hereby agreed to by and between the parties as follows:

1. Scott Skriba shall be reclassified, effective September 2, 1995 from his current pay scale as Building/Construction Supervisor to the following pay scale:

	<u>Step 5</u>
2009	\$56,003
2010	\$56,357
2011	\$56,731

2. This pay scale is unique to Scott Skriba and will not serve as a precedent for other employees. In addition, the pay scale will be abolished on the date Scott Skriba leaves employment with the County of Ingham or retires.


3. Scott Skriba will maintain full bumping rights within the Purchasing & Properties seniority group A.

The above pay scale will be in effect only as long as Scott Skriba remains in his current classification.


IN WITNESS THEREOF, the parties have set their hands to this Agreement, this 11th day of June, 2009.

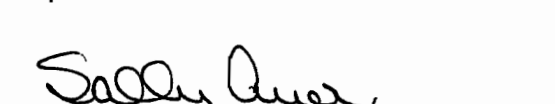
COUNTY OF INGHAM


Debbie DeLeon, Chairperson
Board of Commissioners


Mike J. Bryant, County Clerk

UNITED AUTO WORKERS


Steven Dawes, International
Representative


Sally Auer, Bargaining Chairperson

LETTER OF UNDERSTANDING

Reclassifications

WHEREAS, the COUNTY OF INGHAM, a municipal body corporate of the State of Michigan, and the Ingham County Probate Court, Thirtieth Judicial Circuit Court and 55th Judicial District Court (hereinafter referred to as the "Employer") and the UNITED AUTO WORKERS (hereinafter referred to as the "Union") have agreed to a collective bargaining agreement for the Professional and Technical, Office, Paraprofessional and Service (TOPS) employees unit from January 1, 2009, through December 31, 2011;

WHEREAS, the parties have agreed to certain changes in classifications.

NOW, THEREFORE, IT IS HEREBY AGREED by the parties as follows:


1.

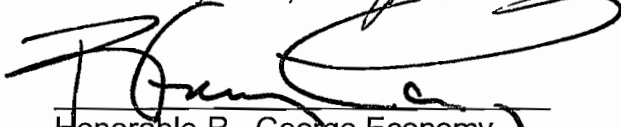
<u>Position</u>	<u>Position Number</u>	<u>Grade</u>
Administrative Assistant - Youth Center	662007	H
Billing & Reporting Clerk	601023	E
Community Health Rep IV	601335	F
Cook - Sheriff's Office	301220, 301221, 301222	F
Copy Center Coordinator	231004	G
Facilities Assistant	233014	G
Family Services Enforcement Coord.	142045	F
Family / Child / Infant Advocate	601153, 601154, 601155, 601156, 601160, 601221, 601224, 6012222, 6012221, 601223, 601157	D
Health Plan Management Assistant II	601083	F
Juvenile Data Coordinator	140058	H
MIS Clerk	958012	F

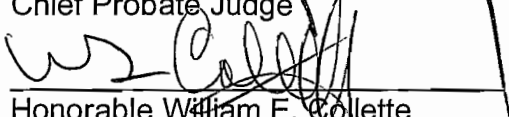
2. The reclassifications in this Letter of Understanding will be effective the payroll period following ratification of 2009-2011 Collective Bargaining Agreement by both parties.

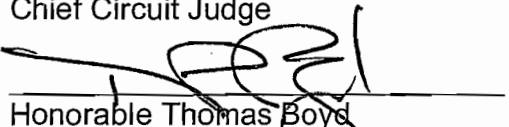
COUNTY OF INGHAM


Debbie DeLeon, Chairperson
Board of Commissioners

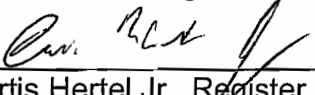

Mike J. Bryanton, County Clerk



Honorable R. George Economy
Chief Probate Judge

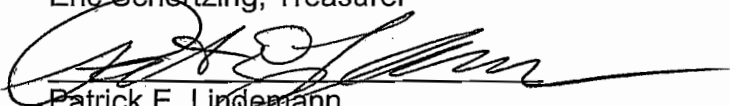

Honorable William E. Collette
Chief Circuit Judge

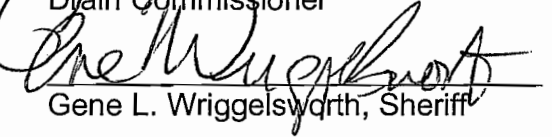

Honorable Thomas Boyd
Chief District Judge, 55th District


Stuart J. Dunnings, III, Prosecutor

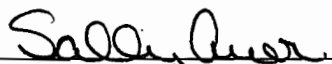

Curtis Hertel Jr., Register of Deeds

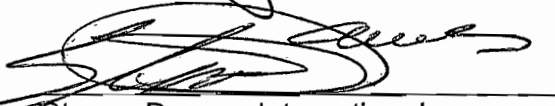

Eric Schertzing, Treasurer


Patrick E. Lindemann
Drain Commissioner


Gene L. Wriggelsworth, Sheriff

UNITED AUTO WORKERS


Sally Auer, Bargaining Chairperson


Steven Dawes, International
Representative

ATTACHMENT A

TOPS SENIORITY GROUPS

Animal Control

A. Office Coordinator - F

Redemption Clerk / Dispatcher – C

Circuit Court/ Family Division

A. Juvenile Data Coordinator - H / Admin. Assistant / Youth Center - H

Admin. Assistant / FOC - G / Admin. Secretary / Family Court - G
Court Records Coordinator - G / Enforcement Specialist - G
Juvenile Register - G / Data Coordinator – Family Court – G

Account Coordinator - F / Bench Warrant Clerk - F / Computer Operator - F
Investigative Coordinator - F / Legal Steno - FOC - F
Scheduling/Jury Clerk - F / Casework Assistant - Family Court - F
Secretary/Youth Center- F / Account Clerk - Cir. Ct. - F
Court Appointed Counsel Clerk – F / Family Services Enforcement
Coordinator/FOC - F

Account Clerk III - E / Court of Claims Clerk - E
Court Recorder-Family Court - E / Jury Clerk – E
Jury/Pretrial Specialist - E
Deputy Juvenile Register III - E / Secretary - FOC - E
Unit Secretary-Circuit Court- Family Division - E / Deputy Clerk III – E

Account Clerk II - D / Court Records Clerk – D / Deputy Clerk II - D
Deputy Juvenile Register II - D / Clerk Typist II – D

Deputy Clerk I - C / Clerk Typist II - FOC - C / Pretrial Service Clerk - C
Financial Investigations Assistant - C / Receptionist/FOC - C
Court Information Clerk – C / Cashier - C

File Clerk - B

B. Juvenile Detention Specialist - G
Court Officer/Family Court - E

C. Head Cook/Youth Center - E
Cook/Youth Center - C
Custodian/Youth Center - B

Cooperative Extension

- A. 4-H Program Assistant - F
Clerk Typist/MSU Extension - C
Receptionist/MSU Extension – B

- C. 4H Account Clerk/MSU Extension - D

County Clerk

- A. Deputy County Clerk/Data Coordinator - E
Deputy County Clerk II - D / Deputy County Clerk Elections Clerk - D
Deputy County Clerk I - C

District Court (Judges' Personal Staff: Secretary/Court Recorder/District Court)

- A. Financial Coordinator- District Court - H
- B. Chief District Court Clerk - G
District Court Clerk - D
- C. Court / Enforcement Officer - E

Drain Commissioner's Office

- A. Administrative Assistant/Drain Office - G
Specialist Clerk/Drain Office - F
Account Clerk/Drain Office - E
Secretary/Drain Office - D

- B. Drain Maintenance Supervisor - H
Drain Maintenance Lead Worker - F
Drain Maintenance Worker - E

- C. Enforcement Officer/Drain - F

Economic Development

- A. Secretary/Development - E

Equalization and Tax Mapping

- A. Secretary / Equalization - F

Facilities

- A. Building Construction Supervisor / Separate Scale
Building Maintenance Supervisor - H
Building Maintenance Mechanic II - G

Building Maintenance Mechanic I - E / Senior Groundskeeper - E /
Maintenance Repair Worker II - E
Maintenance Repair Worker - D / Groundskeeper II - D
Lead Custodian - C / Groundskeeper I - C
Custodian - B / Jail Custodian - B

B. Facilities Assistant - G

Fair Board

A. Maintenance Supervisor - Fair - F
Maintenance Worker - Fair - E

B. Secretary - Fair - E / Account Clerk II - E

Financial Services

A. Accounts Payable Coordinator - G
Clerk/Financial Services - C / Vendor File Clerk - C

Health Department

A. MIS Coordinator - Health - H
Clinic Information Training Coordinator/Health - H

B. Health Plan Management Assistant II – F /Community Health
Representative IV - F
Administrative Aide-Medical Examiner-Medical Director - E
Health Plan Management Assistant – E
Community Health Representative III - E
Community Health Representative II - D / Secretary - Health Dept. -D
Community Health Representative I - C / Health Program Assistant - C

C. Membership Data Coordinator – F
Bookkeeping Coordinator A/P and A/R - F
Purchasing Clerk/Health - E / Billing & Reporting Clerk - E
Account Clerk/Health - D

D. Clinic Assistant/Technician III/Health - F
Clinic Assistant/Technician II/Health - E
Clinic Assistant/Technician I/Health - D

E. Dental Hygienist - Separate Scale
Dental Assistant - D

F. Hearing & Vision Technician - D

G. Food Bank Specialist - D

- H. Environmental Health Assistant - F
- I. PH Specialist – G
Family/Child/Infant Advocate II – F
Native American Outreach Worker - D / Family/Child/Infant Advocate - D
Education Specialist/Health - C

Management Information Systems

- A. Telephone Coordinator - H
MIS Administrative Clerk/Help Desk - F
- B. Computer Technician II – J
Computer Technician I / MIS Help Desk Specialist - I

Probate Court

- A. Secretary Court Recorder - G
Chief Deputy Probate Register - G
Sr. Deputy Probate Register - F / Probate Court Assistant - F
Deputy Probate Register III – E

Prosecuting Attorney

- A. Technical and Imaging Coordinator - I
Administrative Assistant/Prosecutor's Office - G
Appellate Secretary – Legal Assistant - G / Victim Witness Assistant - G
Intake Coordinator – G

Warrant Clerk - F

District Court Coordinator - E / Secretary/Prosecutor's Office - E
Support Clerk/Systems Manager - E

Clerk/Prosecutor's Office - D / Diversion Clerk/Prosecutor's Office - D
Support Clerk - D

Information Clerk - C

Purchasing / Reprographics & Printing Center

- A. Copy Center Coordinator - G
Reprographics & Printing Operator - C
- B. Purchasing Assistant - G
- C. Courier - C

Register of Deeds

- A. System Administrator/Index Clerk - E
Document Coordinator - D / Index Clerk - D
Document Processor - C

Sheriff's Office

- A. Mechanic / Sheriff - H

- B. Office Coordinator/Sheriff - G
Account Clerk / Sheriff - E / Clerical Ass't. to Jail Administrator - E
Records Clerk/Sheriff - D / Communications Operator - D
Commissary Clerk - D

- C. Chief Cook /Jail - H
Cook /Jail - F

- D. Jail Nurse / LPN - G
Clinic Asst. Tech. – Jail - D

Treasurer

- A. Account Clerk II / Treasurer - E
Account Clerk I / Treasurer - D

Veterans Affair

- A. Veterans Clerk/Trust Fund Agent - D
- B. Transportation Officer - D

ATTACHMENT B

TOPS POSITIONS LIST

<u>Job Title</u>	<u>Pay Grade</u>	<u>Job Title</u>	<u>Pay Grade</u>
4 - H Account Clerk-MSU Ext	D	Clerk Typist II – FOC	C
4 - H Program Assistant	F	Clinic Asst / Tech I - Hlth	D
Account Clerk - Circuit Court	F	Clinic Asst / Tech II - Hlth	E
Account Clerk - Drain Office	E	Clinic Asst / Tech III - Hlth	F
Account Clerk - Health Dept.	D	Clinic Asst. Tech. / Jail	D
Account Clerk – Sheriff	E	Clinic Info Train Coord - Hlth	H
Account Clerk I - Treasurer	D	Clk Typist - MSU Extension	C
Account Clerk II - Treasurer	E	Commissary Clerk	D
Account Clerk II - Fair	E	Communications Operator	D
Account Clerk II - FOC	D	Community Hlth Rep I	C
Account Clerk III – FOC	E	Community Hlth Rep II	D
Account Coordinator - FOC	F	Community Hlth Rep III	E
Accounts Payable Cood	G	Community Hlth Rep IV	F
Admin Aide-Med Exam-Med Dir	E	Computer Operator - FOC	F
Admin Asst - Drain	G	Computer Technician	I
Admin Asst - FOC	G	Computer Technician II	J
Admin Asst - Pros. Atty.	G	Cook – Jail	F
Admin Asst - Youth Center	H	Cook - Youth Center	C
Admin Secretary - Family Ct	G	Copy Center Coordinator	G
Appellate Secty- Legal Asst	G	Courier	C
Bench Warrant Clerk - FOC	F	Ct Appointed Counsel Clerk	F
Billing & Reporting Clerk	E	Court /Enforcement Officer	E
Bldg Construction Spvr	Separate Scale	Court Information Clerk	C
Bldg Maintenance Mech I	E	Court of Claims Clerk	E
Bldg Maintenance Mech II	G	Court Officer - Family Court	E
Bldg Maintenance Spvr	H	Court Recorder - Cir. Ct.	F
Bookkeeping Cood - A/P Hlth	F	Court Recorder - Family Court	E
Casework Asst - Family Court	F	Court Records Clerk - FOC	D
Cashier - FOC	C	Ct Records Coordinator - FOC	G
Chief Deputy Probate Register	G	Custodian	B
Chief District Court Clerk	G	Custodian - Youth Center	B
Clerical Asst to Jail Admin	E	Data Coordinator / Family Ct.	G
Clerk - Financial Services	C	Dental Assistant	D
		Dental Hygienist	Separate Scale
Clerk - Prosecutor's Office	D	Deputy Clerk I - Circuit Court	C
Clerk Typist – Coop.	C	Deputy Clerk II - Circuit Court	D
Clerk Typist II - Circuit Court	D	Deputy Clerk III – Cir. Ct.	E

Deputy Co Clerk - Data Coord	E	Juvenile Data Coordinator	H
Deputy Co Clerk - Elections	D	Juvenile Detention Specialist	G
Deputy County Clerk I	C	Juvenile Register	G
Deputy County Clerk II	D	Lead Custodian	C
Deputy County Clerk III	E	Legal Steno - FOC	F
Deputy Juvenile Register II	D	Maintenance Mechanic I	E
Deputy Juvenile Register III	E	Maintenance Repair Worker	D
Deputy Probate Register III	E	Maintenance Repair Worker II	E
District Court Clerk	D	Maintenance Supervisor - Fair	F
District Court Coordinator - Pros	E	Maintenance Worker - Fair	E
Diversion Clerk	D	Mechanic - Sheriff	H
Document Coordinator - R of D	D	Membership Data Coord	F
Document Processor - R of D	C	MIS Admin Clerk	F
Drain Maint Lead Worker	F	MIS Coordinator - Health Dept	H
Drain Maintenance Supervisor	H	MIS Help Desk Specialist	I
Drain Maintenance Worker	E	Native American Outreach Worker	D
Education Specialist - Health	C	Office Coord - Animal Control	F
Enforcement Officer - Drain	F	Office Coord - Sheriff	G
Enforcement Specialist	G	PH Specialist - HD	G
Environmental Hlth Asst	F	Pre Trial Services Clerk	C
Facilities Assistant	G	Probate Court Assistant	F
Family / Child / Infant Advocate	D	Purchasing Assistant	G
Family/Child/Infant Advocate II	F	Purchasing Clerk - Health Dept	E
Family Services Enforcement	F	Receptionist / FOC	C
Coord.		Receptionist / MSU Ext.	B
File Clerk - FOC	B	Records Clerk - Sheriff	D
Financial Coordinator - Dist. Ct	H	Redemp Clk - Dispatcher / AC	C
Financial Investigation Asst	C	Reprographic & Printing Oper.	C
Food Bank Specialist	D	Scheduling / Jury Clk - Family Ct	F
Groundskeeper I	C	Secretary - Court Recorder - Cir. Ct.	G
Groundskeeper II	D	Secretary Court Recorder-Probate	G
Head Cook - Youth Center	E	Secretary - Court Recorder - Dist	G
Health Plan Manage. Asst	E	Secretary - Development	E
Health Plan Manage. Asst II	F	Secretary - Drain Office	D
Health Program Assistant	C	Secretary - Equalization	F
Hearing & Vision Technician	D	Secretary - Fair	E
Index Clerk - R of D	D	Secretary - FOC	E
Information Clerk	C	Secretary - Health Department	D
Intake Coordinator	G	Secretary - Prosecutor's Office	E
Investigative Coordinator	F	Senior Groundskeeper	E
Jail Custodian	B	Specialist - Drain Office	F
Jail Nurse - LPN	G	Sr. Dep. Probate Register	F
Jury Clerk - Circuit Court	E	Support Clerk - Pros Office	D
Jury/Pretrial Specialist	E	Support Clerk - Systems Mgr	E
		Systems Adm / Index Clk - R of D	E

Technical and Imaging Coordinator	I
Telephone Coordinator	H
Transportation Officer	D
Unit Secty - Cir Ct Family Div	E
Vendor File Clerk	D
Vet Clk / Trust Fund Agent	D
Victim / Witness Assistant	G
Warrant Clerk	F