

2963

12/31/99

SEPTEMBER 12, 1996  
ORIGINAL FOR EXECUTION



**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, 1996 THROUGH DECEMBER 31, 1999**

*Ingham County*

2  
4  
6  
7

## ARTICLE INDEX

<u>Article</u>	<u>Title</u>	<u>Page</u>
	Agreement . . . . .	1
	Preamble . . . . .	1
I	Recognition . . . . .	1
II	Non-Discrimination . . . . .	2
III	Employer Rights . . . . .	2
IV	Employer Security . . . . .	3
V	Definition of Employees . . . . .	3
VI	Classification Plan . . . . .	6
VII	Seniority . . . . .	6
VIII	Layoff . . . . .	8
IX	Bumping . . . . .	10
X	Hours of Work . . . . .	12
XI	Job Openings and Temporary Assignments . . . . .	14
XII	Grievance Procedure for Discharge or Discipline for the District and Probate Courts . . . . .	16
XIII	Grievance Procedure for Non-Disciplinary Matters for the Probate and District Courts . . . . .	19
XIV	Grievance Procedure for the Circuit Court . . . . .	20
XV	Grievance Procedure for All Other Employees in the Bargaining Unit . . . . .	23
XVI	Election of Remedies . . . . .	25
XVII	Discipline . . . . .	26

XVIII	Union Rights .....	26
XIX	Union Security and Checkoff .....	29
XX	Hospitalization - Medical Coverage .....	31
XXI	Life Insurance .....	33
XXII	Holidays .....	34
XXIII	Vacation .....	35
XXIV	Leaves of Absence .....	36
XXV	Disability Plan .....	40
XXVI	Longevity Plan .....	40
XXVII	Retirement .....	42
XXVIII	Travel Allowance .....	44
XXIX	Past Practices and Other Agreements .....	46
XXX	Savings Clause .....	47
XXXI	Salaries and Cost of Living .....	47
XXXII	Reclassifications .....	53
XXXIII	Dental Insurance .....	54
XXXIV	Health and Safety .....	55
XXXV	Administrative Leave Policy .....	55
XXXVI	Workers' Compensation .....	56
XXXVII	I.R.S. Section 125 .....	57
XXXVIII	Severability Clause .....	57
XXXIX	Tax Rate on Separate Checks and Salary Increases on Anniversary Date .....	57

XL	Employee Assistance Program .....	58
XLI	Vision .....	58
XLII	Subcontracting .....	58
XLIII	Family and Medical Leave Act .....	58
	Letter of Understanding (Full-Time/Shared Positions) .....	60
	Letter of Understanding (Part-Time, Shared-Time, or Three-Quarter Time Employees Temporarily Assigned to Full-Time Status) .	63
	Letter of Understanding (Sheriff's Department - Communications Operators) .....	66
	Letter of Understanding (Time Clocks) .....	68
	Letter of Understanding (Health Coalition Committee) .....	70
	Attachment A - TOPS Seniority Groups .....	72
	Attachment B - TOPS Positions List .....	79

THIS PAGE INTENTIONALLY LEFT BLANK

## **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, 1996 through the 31st day of December, 1999.

### **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 I** **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 II** **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 except as provided in ARTICLE XXIV, Section 14 (Maternity Leave).

## **ARTICLE III** **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 Administrative Services/Personnel Committee to discuss the reasonableness of the rule. In no case will the rule change or new rule become subject to the grievance procedure.

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 IV** **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 V** **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) Cost of living at one-half the rate that full-time employees are eligible to receive.
- 3) Dental coverage the same as full-time employees are eligible to receive.
- 4) Overtime compensation, but only if said employees work over forty (40) hours per week.
- 5) Said employees shall not receive overtime compensation if they work over eight (8) hours in any one given day.
- 6) Said employees shall also be eligible to receive two-person hospitalization insurance coverage paid by the EMPLOYER.
- 7) Retirement benefits where eligible on a prorated basis in proportion to their work schedule.
- 8) Life insurance as provided in Article XXI.

Notwithstanding anything in this Agreement to the contrary, the parties agree that effective January 1, 1983, 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, funeral leave and a cost of living allowance 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 XXI.

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 six (6) months or less 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.

This period may be extended for an additional ninety (90) days, provided the temporary employee is not used to displace a regular employee who is on layoff status. Should the ninety (90) day extension be exceeded, the employee shall be eligible for fringe benefits afforded to regular employees after said ninety (90) days has terminated.

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 VI 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 Administrative Services/Personnel 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 Administrative Services/Personnel 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 Administrative Services/Personnel Committee and present evidence which the UNION believes pertinent. There shall be no appeal from the Administrative Services/Personnel Committee except if the Administrative Services/Personnel 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 VII 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 President 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 Treasurer 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.

**ARTICLE VIII**  
**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 hereunder.

**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 representatives of UAW Local 2256, 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. 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. The requirements stated in this Section 3 shall not apply to employees being laid off due to being bumped.

**Section 4.** CETA(\*) employees who have been transitioned to regular County funded positions, shall have their seniority date computed from their date of hire as a CETA employee, provided that the employee does not have a break in service.

\* JTPA employees shall be treated the same as CETA employees under Article VIII.

**Section 5.** 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 6.**

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 7. 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. However, if the employee could not be bumped by an employee with greater seniority because of the grant qualifications, then the employees shall only have seniority for layoff purposes during the period when he/she was on regular County funded employment.

Section 8. Seniority Groups.

A. 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.

B. 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 9. 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 10. 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

Section 11. 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.

## ARTICLE IX 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, however, 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.

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

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

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

Section 2. Seniority, for the purpose of bumping, is defined as the employee's date of hire, or as otherwise provided for under ARTICLE VII and ARTICLE VIII.

An employee exercising his/her bump privileges shall be placed at the same step in the new position as they held in their previous position unless bump 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 3. The bumped employee shall have the same bumping rights as the laid off employee, seniority permitting, and must be given at least two and one-half (2 and 1/2) 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. Recall from Layoff. When openings occur in the same 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 6. When a new or open position occurs in a seniority group in a department in a classification from which no employees have been laid off, employees with seniority in the bargaining unit in the same classification, on layoff from a different department, shall be recalled in order of their seniority for said new or open position, provided:

- A. He/she has completed his/her probationary period; and
- B. He/she has the appropriate training and skills to perform the duties of said position;  
and
- C. The new or open position is within the same classification as the laid off employee.

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 7. 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 8. 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 UAW International Representative by first class mail.

Section 9. 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 10. 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 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 11. The Employer will have a minimum of one (1) female and one (1) male on each shift at the Youth Center. Layoff 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 X** **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 spend two (2) hours or less in court, he/she shall receive the court paid witness fee; when an off duty employee is required to spend more than two (2) and up to four (4) hours in court, he/she shall receive the difference between the witness fee and \$15.00; when an off duty employee is required to spend more than four (4) hours in court, he/she shall receive the difference between the witness fee and \$27.50. 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 and will not be included in the \$15.00 or \$27.50 total payment specified above. However, said employee shall not be paid mileage by the EMPLOYER. Said payment shall be made only when an employee is required to attend court for a work related incident. When an employee is on vacation and is called into court under this Section, said employee shall not lose vacation time for time spent in court.

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 12¢ per hour paid on a payroll period basis. Effective January 1, 1997, 15¢ per hour shift premium shall be paid on a payroll period basis. The MIS Department shall not come under this provision until January 1, 1994.

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

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

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

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

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

### Section 3. Career Ladder Promotions.

A. The following are the only career ladder promotion groups. Career ladder promotions shall be within a department only.

### Circuit Court Career Ladders

- 1) Deputy Clerk III  
Deputy Clerk II  
Deputy Clerk I
- 2) FOC Accountant Coordinator  
FOC Administrative Assistant  
FOC Account Clerk III  
FOC Account Clerk II  
FOC Cashier
- 3) FOC Legal Steno/Investigative Assistant  
Secretary/FOC  
Court Records Clerk  
FOC Clerk Typist II  
FOC Clerk Typist I

### All Other Employees

Legal Steno  
Clerk Steno III  
Clerk Typist III  
Clerk Steno II  
Clerk Typist II  
Clerk Steno I  
Clerk Typist I  
Clerk Receptionist

- 1) For the above-listed career ladder groups, a position opening above the entry level will be posted according to the regular County procedures.
- 2) Seniority employees in the herein stated career ladder groupings 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.

Notwithstanding the above, the EMPLOYER reserves the right to determine how many persons will be referred at any one time, which normally will be a maximum of five (5).

- 3) If less than three (3) qualified seniority employees within the career ladder group apply and are eligible for referral, then the most qualified applicants who are not within the career ladder group may also be referred with the qualified seniority employees. In the event that a department has less than three (3) qualified seniority employees in the lower classification in the career ladder group, then, under such circumstances, the number three (3) shall be considered two (2).

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 XII**  
**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.

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.

#### 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 XIII**  
**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.

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.

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 Administrative Services/Personnel 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 Administrative Services/Personnel Committee will review the facts as they relate to the interpretation and application of this Agreement. The Administrative Services/Personnel Committee shall reply with its decision, in writing, no later than three (3) work days following said

meeting. If the decision of the Administrative Services/Personnel 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 XIV** **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 XV** **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. The Administrative Services/Personnel 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 Administrative Services/Personnel Committee will review the facts as they relate to the interpretation and application of this Agreement. The Administrative Services/Personnel Committee shall reply with its decision, in writing, no later than three (3) work days following said meeting. If the decision of the Administrative Services/Personnel 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 XVI** **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 XVII**  
**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.

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 action which resulted in unpaid time off may be used for two and one-half (2-1/2) years. The 2 or 2-1/2 year limitation shall be from the time the prior infraction occurred to when discipline or discharge is actually imposed.

**ARTICLE XVIII**  
**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. Employees in each of the following departments shall be represented by a steward. 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.

Animal Control and Sheriff's Department	1 Steward
Financial Services & MIS Departments	1 Steward
Cooperative Extension (including Walnut St. School)	1 Steward
Mason Courthouse Employees	2 Stewards no
Circuit Court	more than 1
Probate Court	in each
County Clerk	department
Register of Deeds	
Treasurer	
Fair Board	
Equalization/Tax Mapping	
District Court	1 Steward



Drain Commission	1 Steward
Hilliard Building Employees Purchasing & Properties Development	1 Steward
Circuit Court Town Center	1 Steward
City Hall	1 Steward
Health Department (including Willow St.) and Veteran's Affair	2 Stewards
Youth Center Employees	1 Steward
Lansing County Building Employees County Clerk Probation Friend of the Court Prosecuting Attorney Probate Court	3 Stewards no more than 1 in each department

A. The UNION may also designate an alternate steward(s) for each steward(s) listed above in each department. An alternate shall function only in the absence of the steward.

B. 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.

C. 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 Steward, stewards or alternates, the UNION shall, within ten (10) days thereof, notify the EMPLOYER of said changes in writing.

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

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

Section 5. Special Meetings.

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

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

Section 6. Bargaining Committee. The EMPLOYER hereby recognizes a bargaining committee composed of three (3) UNION members who have been regular full-time employees for at least one (1) year and a reasonable number of non-employee bargaining unit members determined by the UNION. The bargaining committee's sole function shall be to meet with the EMPLOYER representatives for the purpose of negotiating a new Agreement. Negotiating sessions which are held during working hours shall not result in a loss of pay for the bargaining committee members. It is understood that the UNION and the EMPLOYER may bring in additional personnel to address certain areas of concern and/or expertise during the collective bargaining process, if it is mutually agreed upon. As long as the Circuit Court is included in this Agreement, two (2) employees from that court may be on the bargaining committee in addition to the three (3) 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 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.

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, Chief Steward. 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 Administrative Services/Personnel 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.

## **ARTICLE XIX** **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.



Full Family	\$502.56
2-Person	\$447.77
Single	\$213.85
Retirees	\$226.58

These benchmarks will increase by the same amount as the salary schedule is increased for the following years (1997 +3%, 1998 +3%, 1999 +3%). 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, found in the attached Letter of Understanding, 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.

No new employees hired on or after January 1, 1996, will be allowed in the Blue Cross/Blue Shield Traditional Plan.

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 V, 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. 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. Effective as soon as practical after the contract is signed in 1996, health insurance for new hires will be single coverage effective the first of the month following date of hire. 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 equal to thirty percent (30%) of the premium cost of the coverage to which the employee is otherwise eligible at the time of election (full family, two persons, or single subscriber) into a deferred compensation plan as selected by the employee or directly to the employee as taxable compensation. The above is subject to the lesser cost of either Options 3 or 4 noted in Section 1. Employees losing medical coverage from another source shall notify the County Human Resources 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 Human Resources 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.

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. The above shall apply through December 31, 1999.

## **ARTICLE XXI** **LIFE INSURANCE**

Section 1. The EMPLOYER shall provide life insurance coverage in the amount of \$20,000.00, including double indemnity for accidental death, for full-time employees only. Effective January 1, 1997, that life insurance will increase to \$25,000.00 for full-time employees.

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 \$5,000 of life insurance to three-quarter time, shared-time and part-time employees. The requirements under Article 21, Section 2, shall apply. Above to start sixty (60) days after the contract is executed by the parties.

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 XXII**  
**HOLIDAYS**

The following holidays are recognized by the EMPLOYER:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
Presidents' Day	Veterans' Day
Good Friday	Thanksgiving Day
Memorial Day	Friday following Thanksgiving Day
Independence Day	Christmas Day

Section 1. Non-probationary employees who are not required to work on the above recognized holidays shall be paid 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 who are required to work on one of the days designated above as a holiday shall be paid at two (2) times their regular straight time hourly rate for the hours actually worked not to exceed eight (8) hours. Such rate shall not be in lieu of and not in addition to holiday pay for holidays not worked, except that when the employee works less than eight (8) hours on a holiday and is otherwise eligible for holiday pay, he/she shall receive the balance of the holiday pay entitlement for hours not worked. Any hours worked on a holiday exceeding eight (8) hours, shall be paid at straight time wages. The UNION and the EMPLOYER agree to continue the past practice on holiday pay as interpreted by the EMPLOYER.

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 must 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 shall be entitled to the preceding day off with pay, whenever Christmas falls on Tuesday, Wednesday, Thursday or Friday. Whenever New Year's Day falls on Tuesday, Wednesday, Thursday or Friday, employees shall be entitled to the preceding day off with pay. Those who are required to work shall be paid in accordance with Section 4 above.

Section 7. Non-probationary employees working at the Youth Center and the Sheriff's Department as Communications Operators 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 8. 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 9. 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 10. 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 11. 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 XXIII** **VACATION**

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

<u>Continuous Service</u>	<u>Hours Earned Each Payroll Period Worked</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 December 23, 1995, December 21, 1996, December 20, 1997 and December 19, 1998, each full-time employee will be credited with twenty (20) hours of vacation bonus hours to be used during each calendar year. The first twenty (20) 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 20, 1996, December 19, 1997, December 18, 1998 and December 31, 1999, respectively. 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 (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 (3/4) the rate of full-time employees.

## **ARTICLE XXIV** **LEAVES OF ABSENCE**

Section 1. Sick Leave. Each full-time employee shall earn sick leave credit based on the ratio of 4.5 hours for each period of 80 compensated hours and pro-rata increments thereof.

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 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.

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 (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 from the date of death until the day after the funeral, 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, and sister.

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 brother-in-law, sister-in-law, daughter-in-law, son-in-law, grandfather, grandmother, or grandchild 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. 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 Administrative Services/Personnel Committee approves one (1) additional ninety (90) day extension under unusual circumstances.

B. Upon prior approval of the Administrative Services/Personnel 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 Administrative Services/Personnel 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.

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

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

If a request for donating sick time is approved by the Administrative Services/Personnel 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 Administrative Services/Personnel Committee, in its discretion, after the expiration of this contract.

**ARTICLE XXV**  
**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 per cent (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.

**ARTICLE XXVI**  
**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) days or less of authorized unpaid leave and/or thirty (30) 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 EIGHTEEN THOUSAND DOLLARS (\$18,000.00).

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 XXVII  
RETIREMENT**

Section 1. Emplo  
EMPLOYER shall abide  
with the Municipal Empl  
to or exceeds the prese

**SEE REVISED ARTICLE XXVII  
ON RETIREMENT  
ATTACHED TO THE END OF THIS  
CONTRACT**

Retirement System. The  
r a similar retirement plan  
er carrier, which is equal

Section 2. Retirees who are receiving retirement benefits from the EMPLOYER and retire without a break in service shall receive the same health coverage options as active employees, if available, with a benchmark the same as for active employees. Single subscriber health and hospitalization coverage supplementing Medicare shall be provided for retirees eligible for Medicare. Any cost over that benchmark shall be paid for by the retirees on a monthly basis. Retirees can pay for their spouse's coverage under the conditions established by the County. If the PPO or other coverage is no longer available, the retirees must select from what is available and pay the difference in cost, if any.

Section 3. Employees who retired from active employment on or before December 31, 1970, and were immediately eligible for retirement benefits shall be reimbursed for the premium cost of single subscriber health and hospitalization coverage supplementing Medicare (currently Blue Cross/Blue Shield 65).

Section 4. Full-time employees who retire during the period of this Agreement, or who have retired since January 1, 1971, 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.

A. Retirement contributions on behalf of CETA participants will only be made when such contributions bear a reasonable relationship to the cost of providing benefits to participants. A contribution on behalf of a participant bears a reasonable relationship to the cost of providing benefits when the participant has an opportunity to actually benefit from such contribution. A participant has an opportunity to benefit when such participant:

- 1) Obtains unsubsidized employment with the County; or
- 2) Obtains unsubsidized employment with another employer provided benefits are transferrable or portable; or
- 3) Obtains vesting.

Any retirement benefits paid or not paid to CETA funded employees shall be in accordance with Federal CETA regulations. If said regulations are in conflict with the above, said regulations shall supersede.

B. Any retirement benefits provided or not provided to JTPA funded employees shall be in accordance with Federal and/or State JTPA regulations.

Section 7. 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 8. Employees are provided the MERS C2 plan with the old C-1 base and the 55F Waiver. Employees shall pay for the cost of the MERS C2 and 55F Waiver plans through payroll deduction. Effective May 4, 1991, 2% of the cost of the MERS C2 and 55F Waiver plans shall be paid by the EMPLOYER.

Section 9. Notwithstanding any contrary provision contained in this Article, starting April 1, 1991, 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 10. The EMPLOYER will provide a MERS "P" program, subject to and contingent upon MERS authorization. The entire bargaining unit must participate the same percentage contribution. Employee's wages shall be reduced accordingly.

Section 11. Retirees shall receive the same health coverage options as active employees, if available, with a benchmark of single subscriber PPO for active employees. Any cost over that benchmark shall be paid for by the retiree on a monthly basis. Retirees can pay for their spouse's coverage under the conditions established by the County. If the PPO or other coverage is no longer available, the retiree must select from what is available and pay the difference in cost, if any. The benchmark shall remain the same as it is for active employees. Any cost over that benchmark shall be paid for by the retiree.

Section 12. The bargaining unit has the option to notify the EMPLOYER in writing if it wants the MERS B-3 plan. If the bargaining unit wants the B-3, employees shall pay for the same through payroll deduction. The Union shall notify the Employer if it wants the B-3 plan by July 1, 1995, to be implemented October 1, 1995. The cost of this plan shall be determined by an actuarial study to be done by MERS within six (6) months of October 1, 1995. The cost determined by the actuarial study shall be the amount paid by the employees through payroll deduction. Employees shall continue to pay the current 1% contribution toward retirement costs. The cost of the actuarial study will be split 50-50 between the UNION and the EMPLOYER.

## **ARTICLE XXVIII** **TRAVEL ALLOWANCE**

Section 1. Parking Allowance. Whenever it is necessary in the course of employment for an employee to have available his/her motor vehicle during the hours of employment, the department head shall request the Administrative Services/Personnel Committee's approval of parking reimbursement to be made on a monthly basis for said employee. 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 payable on a quarterly basis, provided the employee furnishes satisfactory proof of payment, and is not provided with free parking by the County.

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.

### Section 2. Mileage Allowance.

A. Effective September 1, 1986, 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 NINETY DOLLARS (\$90.00) 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 XXIX** **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 XXX** **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 XXXI** **SALARIES AND COST OF LIVING**

#### 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 2 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 2 must be obtained from the Administrative Services/Personnel Committee.

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, the Chief Circuit 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 XXXI. 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.

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, 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.

## Section 2. Cost of Living.

A. Full-time employees shall be eligible to receive a cost of living supplement of \$275.00, paid the 15th day (or the first regular work day thereafter) of April, July and October and January.

B. Part-time employees shall be eligible for a cost of living supplement at one-half (1/2) the rate specified above, but special part-time, temporary, and probationary employees shall not be eligible to receive such supplementary compensation.

The supplement will be paid to all eligible employees who have been continuously employed and compensated by the EMPLOYER for the entire three (3) month eligibility period.

Full-time and part-time employees shall be eligible to receive a cost of living supplement after they have completed their probationary period. They shall be paid said supplement on a prorated basis after completing their probation if said probation is completed prior to the end of the three (3) month calendar quarter.

If an employee has obtained an authorized uncompensated leave of absence, as permitted under this contract, during the cost of living quarters as noted above, he/she will not receive any prorata cost of living excepting, however, if the employee is compensated by the EMPLOYER for the entire next quarter as defined in this Article, then he/she shall receive a prorata amount based upon the time he/she was compensated by the EMPLOYER (excludes worker's compensation) during the previous quarter in addition to the full amount for the current quarter.

**EXAMPLES:**

1. If an employee was compensated fifty per cent (50%) the first quarter by the EMPLOYER and one hundred percent (100%) the second quarter, then the employee would receive fifty percent (50%) of the first quarter's payment and one hundred percent (100%) for the second quarter.
2. If an employee was compensated fifty percent (50%) the first quarter by the EMPLOYER; fifty percent (50%) the second quarter by the EMPLOYER; and one hundred percent (100%) the third quarter by the EMPLOYER, he/she would receive fifty percent (50%) for the second quarter and one hundred percent (100%) for the third quarter. The employee would not receive any payment for the first quarter.

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

C. The cost of living supplement prorated calculation shall be based on the following: \$3.05 per day.

D. Eligible employees who retire, are laid off, or go on disability during the period of this Agreement shall receive cost of living as noted above on a prorata basis to their date of retirement, layoff, or commencement of disability coverage for the quarter in which the same occurred.

Section 3. Quarterly cost of living adjustments will be eliminated effective December 31, 1996, and the annual \$1,100 payment will be added into the salary base after the wage increase.



**SALARY SCHEDULE**  
**1996 RATES - EFFECTIVE DECEMBER 23, 1995\*\***

<u>GRADE</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>
1	17,198	17,853	18,220	19,361	20,036
2	17,593	18,249	18,728	19,923	20,632
3	17,965	18,639	19,107	20,508	21,234
4	18,451	19,171	19,650	20,992	21,731
5	18,948	19,650	20,154	21,478	22,222
6	19,532	20,265	20,750	22,151	22,925
7	20,360	21,100	21,626	23,115	23,937
8	21,228	22,191	22,742	24,161	24,995
9	22,151	23,221	24,025	25,463	26,355
10	23,120	24,166	25,084	26,580	27,525
11	24,202	25,333	26,107	27,697	28,678
12	25,687	27,028	27,555	29,205	30,226
13	26,882	28,364	29,004	30,812	31,900
Bldg. Maint. Mechanic/ Construction	33,178	35,007	36,798	38,031	39,372

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

**1997 RATES - EFFECTIVE DECEMBER 21, 1996**

<u>GRADE</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>
1	18,805	19,480	19,857	21,032	21,727
2	19,212	19,887	20,380	21,611	22,341
3	19,595	20,289	20,771	22,213	22,960
4	20,095	20,837	21,330	22,711	23,472
5	20,607	21,330	21,849	23,212	23,978
6	21,208	21,963	22,462	23,904	24,701
7	22,061	22,822	23,364	24,897	25,743
8	22,954	23,946	24,513	25,974	26,832
9	23,904	25,006	25,834	27,314	28,232
10	24,902	25,979	26,924	28,464	29,437
11	26,016	27,180	27,977	29,614	30,624
12	27,545	28,925	29,468	31,167	32,218
13	28,775	30,301	30,960	32,821	33,941
Bldg. Maint. Mechanic/ Construction	34,157	36,040	37,884	39,153	40,533

**1998 RATES - EFFECTIVE DECEMBER 20, 1997**

<u>GRADE</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>
1	19,369	20,064	20,453	21,663	22,379
2	19,788	20,484	20,991	22,259	23,011
3	20,183	20,898	21,394	22,879	23,649
4	20,698	21,462	21,970	23,392	24,176
5	21,225	21,970	22,504	23,908	24,697
6	21,844	22,622	23,136	24,621	25,442
7	22,723	23,507	24,065	25,644	26,515
8	23,643	24,664	25,248	26,753	27,637
9	24,621	25,756	26,609	28,133	29,079
10	25,649	26,758	27,732	29,318	30,320
11	26,796	27,995	28,816	30,502	31,543
12	28,371	29,793	30,352	32,102	33,185
13	29,638	31,210	31,889	33,806	34,959
Bldg. Maint Mechanic/Construction	35,182	37,121	39,021	40,328	41,749

**1999 RATES - EFFECTIVE DECEMBER 19, 1998**

<u>GRADE</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>
1	19,950	20,666	21,067	22,313	23,050
2	20,382	21,099	21,621	22,927	23,701
3	20,788	21,525	22,036	23,565	24,358
4	21,319	22,106	22,629	24,094	24,901
5	21,862	22,629	23,179	24,625	25,438
6	22,499	23,301	23,830	25,360	26,205
7	23,405	24,212	24,787	26,413	27,310
8	24,352	25,404	26,005	27,556	28,466
9	25,360	26,529	27,407	28,977	29,951
10	26,418	27,561	28,564	30,198	31,230
11	27,600	28,835	29,680	31,417	32,489
12	29,222	30,687	31,263	33,065	34,181
13	30,527	32,146	32,846	34,820	36,008
Bldg. Maint. Mechanic/ Construction	36,237	38,235	40,192	41,538	43,001

**ARTICLE XXXII**  
**RECLASSIFICATIONS**

Section 1. Reclassifications shall be conducted once a year on a timetable allowing presentation to the Administrative Services/Personnel Committee by its first meeting in September. Any position which has been reclassified through this process shall not be considered for the reclassification procedure for two (2) years. (See Section 3 below). Requests for reclassification, if any, may then be presented to the Board of Commissioners for final decision. Prior to submission to the Board of Commissioners, requests for reclassifications, if any, may be reviewed by the Finance Committee.

In the event that certain requests for reclassifications are approved, the same will become effective, if funds are available, within the pay period following the Board of Commissioners meeting or the start of the next budget year. The Finance Committee has sole discretion to determine whether or not funds are available for this purpose.

Section 2. Procedure for Positions Covered by UNION Agreements.

A. Department heads will discuss reclassification requests with the employees at either the request of the supervisor or the employee.

B. A meeting will be held by the Job Evaluation Committee. The Job Evaluation Committee shall include seven (7) members, consisting of one (1) member from the UAW; one (1)

member from the ICEA; one (1) member from the OPEIU; two (2) County managerial employee members; one (1) County confidential employee member; and one (1) Human Resources Department representative member. In considering reclassification requests, the Job Evaluation Committee shall meet with the applicable Department Head and the employee seeking the reclassification. A vote of the majority of the committee to approve a proposed reclassification will be required for it to be forwarded to the Administrative Services/Personnel Committee for further consideration.

C. The Administrative Services/Personnel Committee will hear the forwarded proposals and may make recommendations to the Finance Committee and the Board of Commissioners to reclassify said employee.

D. In order for the reclassification to be heard on the above-stated timetable, reclassification requests must be submitted no later than March 1 of each year to the department head.

E. The Board of Commissioners, within its sole discretion, shall make the final determination if an employee is to be reclassified.

It is expressly understood and agreed that the decision made by the Board of Commissioners is not subject to any grievance procedure contained in this collective bargaining agreement.

Section 3. Effective upon ratification of this agreement reclassification hearings shall be conducted every two years, on even numbered years (1996, 1998, 2000 . . .). Positions reclassified shall not be eligible for reclassification for a period of four (4) years. Employees must have worked in the position for a period of twelve (12) months prior to submitting the position for reclassification. An employee shall not be eligible for reclassification for two (2) years after being denied reclassification.

**ARTICLE XXXIII**  
**DENTAL INSURANCE**

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

<u>Class I Benefits</u>	<u>Insurance Pays</u>	<u>Employee or Patient Pays</u>
Diagnostic	100%	-0-
Preventative	100%	-0-
Emergency Palliative	100%	-0-
Radiographs	50%	50%
Oral Surgery	50%	50%
Restoration	50%	50%
Periodontics	50%	50%
Endodontics	50%	50%

<u>Class II Benefits</u>	<u>Insurance Pays</u>	<u>Employee or Patient Pays</u>
Bridges, Partial and Dentures	50%	50%

Payment under this provision is limited to EIGHT HUNDRED DOLLARS (\$800.00) maximum per person per contract year for Class I and Class II benefits.

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 XXXIV**  
**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.

**ARTICLE XXXV**  
**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 XXXVI** **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 XXXVII**  
**I.R.S. SECTION 125**

The EMPLOYER will provide on or before July 1, 1991, 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 XXXVIII**  
**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 XXXIX**  
**TAX RATE ON SEPARATE CHECKS AND**  
**SALARY INCREASES ON ANNIVERSARY DATE**

Starting July 1, 1991, the employee's actual tax rate will be used on separate paychecks, i.e., longevity and COLA. Further, the EMPLOYER agrees commencing July 1, 1991, to provide contract required salary increases on an employee's actual anniversary date. The above is subject to and contingent upon the MIS Department being able to separate out this bargaining unit personnel for the above purpose and for MIS to be able to accomplish same by July 1, 1991.

**ARTICLE XL**  
**EMPLOYEE ASSISTANCE PROGRAM**

The EMPLOYER shall provide an Employee Assistance Program with the maximum cost to the EMPLOYER of \$2.75 per month per employee. Any cost over \$2.75 per month per employee shall be paid by the employees through payroll deduction. The CARES program will be implemented for 1995. The EMPLOYER may change to another carrier thereafter.

**ARTICLE XLI**  
**VISION**

Effective January 1, 1997, unit members will be afforded the same vision insurance plan as managerial and confidential employees, being Vision Service Plan A.

**ARTICLE XLII**  
**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 (Larry Lamoreaux) will not be laid off and then his work subcontracted.
2. In the event the current bargaining unit employee (Larry Lamoreaux) leaves employment through resignation, termination or retirement, the EMPLOYER will not subcontract out his position.

**ARTICLE XLIII**  
**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 35<sup>th</sup> day of October, 1996.

**COUNTY OF INGHAM**

Paul E. Goulet  
Paul E. Goulet, Chairperson  
Board of Commissioners

Michael J. Bryanton  
Michael J. Bryanton, County Clerk

Donald S. Owens  
Honorable Donald S. Owens  
Chief Probate Judge

Peter D. Houk  
Honorable Peter D. Houk  
Chief Circuit Judge

Thomas E. Brennan, Jr.  
Honorable Thomas E. Brennan, Jr.  
Chief District Judge, 55th District

Donald E. Martin  
Donald E. Martin, Prosecutor

Paula Johnson  
Paula Johnson  
Register of Deeds

Donald R. Moore  
Donald R. Moore, Treasurer

Patrick E. Lindemann  
Patrick E. Lindemann  
Drain Commissioner

Gene L. Wriggelsworth  
Gene L. Wriggelsworth, Sheriff

**UNITED AUTO WORKERS**

Teresa Aven  
Teresa Aven, Unit Chairperson

Richard Bennett  
Richard Bennett, International  
Representative

Chat Zep  
, Negotiating  
Representative

Skatten A. Meitz  
, Member

Amelia N. Flusack  
, Member

## 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 Administrative Services/Personnel 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 Administrative Services/Personnel 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 Administrative Services/Personnel 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 Administrative Services/Personnel 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 ten (10) 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 V, 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.

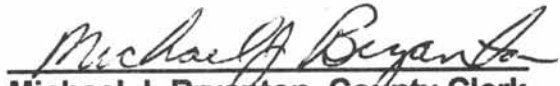
10. Term

This Letter of Understanding shall remain in full force and effect through December 31, 1999.

**COUNTY OF INGHAM**



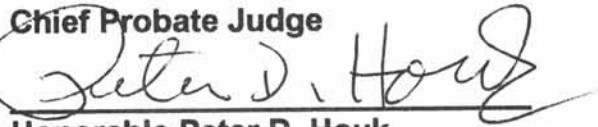
Paul E. Goulet, Chairperson  
Board of Commissioners



Michael J. Bryanton, County Clerk



Honorable Donald S. Owens  
Chief Probate Judge



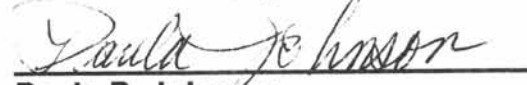
Honorable Peter D. Houk  
Chief Circuit Judge



Honorable Thomas E. Brennan, Jr.  
Chief District Judge, 55th District



Donald E. Martin, Prosecutor



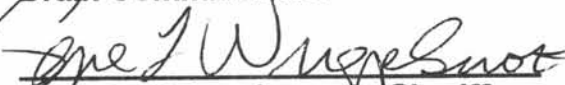
Paula D. Johnson  
Register of Deeds



Donald R. Moore, Treasurer

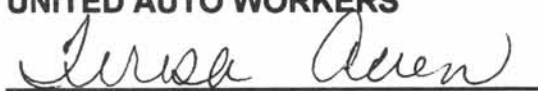


Patrick E. Lindemann  
Drain Commissioner

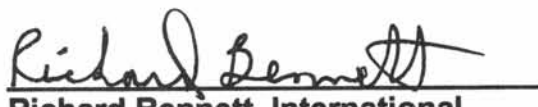


Gene L. Wriggelsworth, Sheriff

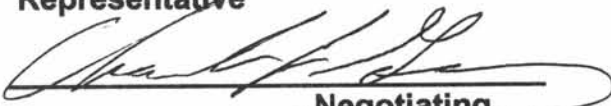
**UNITED AUTO WORKERS**



Teresa Aven, Unit Chairperson



Richard Bennett, International  
Representative



[Redacted], Negotiating  
Representative



[Redacted], Member



[Redacted], Member

## 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 XI, 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. Cost of Living: An employee will be eligible for a pro-rated full-time COLA amount for each day of the full-time assignment, effective from and after the 91st consecutive calendar day of the full-time assignment. This payment will be calculated retroactively to the first day of the full-time assignment.
- E. THERE WILL BE NO OTHER CHANGE FROM PART-TIME TO FULL-TIME BENEFITS.
- F. 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 be effective from and after May 7, 1987.

4. 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**

Paul E. Goulet  
Paul E. Goulet, Chairperson  
Board of Commissioners

Michael J. Bryant  
Michael J. Bryant, County Clerk

Donald S. Owens  
Honorable Donald S. Owens  
Chief Probate Judge

Peter D. Houk  
Honorable Peter D. Houk  
Chief Circuit Judge

Thomas E. Brennan, Jr.  
Honorable Thomas E. Brennan, Jr.  
Chief District Judge 55th District

Donald E. Martin  
Donald E. Martin, Prosecutor

**UNITED AUTO WORKERS**

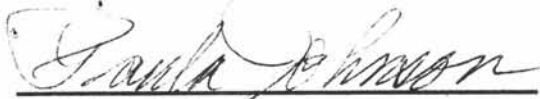
Teresa Aven  
Teresa Aven, Unit Chairperson

Richard Bennett  
Richard Bennett, International  
Representative

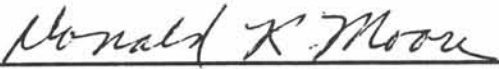
Charles H. [Signature]  
Negotiating  
Representative

Leather A. Mertz  
, Member

Arnette Klusack  
, Member



**Paula Johnson**  
**Register of Deeds**



**Donald R. Moore, Treasurer**



**Patrick E. Lindemann**  
**Drain Commissioner**



**Gene L. Wriggelsworth, Sheriff**

## LETTER OF UNDERSTANDING

### Sheriff's Department - Communications Operators

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 Sheriff's Department Communications Operators will be transferred to the Animal Control Department.

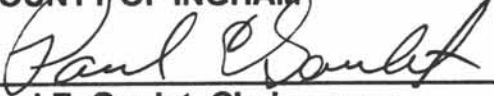
NOW, THEREFORE, IT IS HEREBY AGREED by the parties as follows:

1. Commencing any time after January 1, 1993, two (2) of the three (3) Communications Operators employed on November 1, 1992, at the Sheriff's Department will be transferred to the Animal Control Department to perform Communications Operator type work.
2. The determination on who will be transferred will be done by one-time seniority preference. The persons who are transferred to Animal Control will maintain their current wage structure and fringe benefits based upon their seniority as provided under the Contract.
3. The Communications Operator who remains at the Sheriff's Department will be working on a day shift position and will perform the normal duties of that position which include lien work, telephone answering and other various duties.
4. The Employer will maintain the right to utilize non-bargaining unit personnel to fill in for the Communications Operator when he/she is not available and to require overtime. (See current contract provision - Article X, Section 9). Employees may be required to work overtime but it shall not be excessive.
5. Other UAW bargaining unit employees may be utilized by the Employer to perform Communications Operator work.
6. In the event that Teresa Good is reinstated through the arbitration process, she will be permitted to bump the least senior Communications Operator using her seniority. The laid-off employee shall be given preference for a vacant Corrections Officer position provided she meets the qualifications for that job. The terms and conditions of the FOP contract will govern the terms of that person's employment.
7. The salary grade of future Communications Officers in Animal Control will be determined by the Employer.

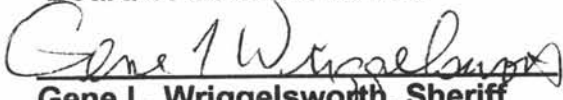


8. This Letter of Understanding shall not serve to modify any other terms or conditions agreed to by the parties in the aforementioned collective bargaining agreements.

**COUNTY OF INGHAM**

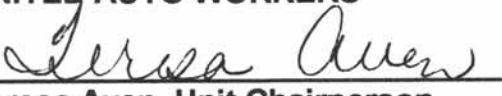


**Paul E. Goulet, Chairperson  
Board of Commissioners**

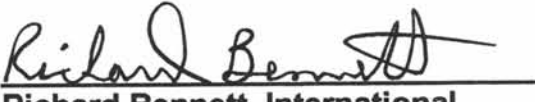


**Gene L. Wiggelsworth, Sheriff**

**UNITED AUTO WORKERS**



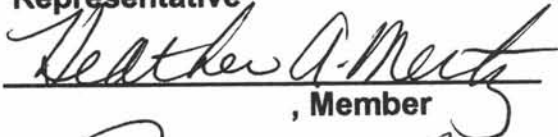
**Teresa Aven, Unit Chairperson**



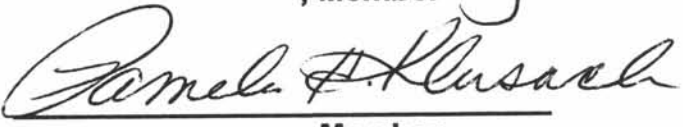
**Richard Bennett, International  
Representative**



**[Name], Bargaining  
Representative**



**[Name], Member**



**[Name], Member**

THIS PAGE INTENTIONALLY LEFT BLANK

THIS PAGE INTENTIONALLY LEFT BLANK

**LETTER OF UNDERSTANDING**

**HEALTH COALITION COMMITTEE**

This Letter of Understanding is entered into this 25<sup>th</sup> day of October, 1996, by and between the County of Ingham (County) and the United Auto Workers (Union).

The County and Union recognize the rapidly escalating health care costs, including the cost of medically unnecessary services and inappropriate treatment, have a detrimental impact on the health benefit program.

The parties agree that the Union may appoint two (2) employee representatives to the County's HEALTH COALITION COMMITTEE for the purpose of investigating health care cost containment issues which shall continue until December 31, 1999. The Committee shall be subject to the following provisions:

- A. The two (2) UAW representatives shall participate on the HEALTH COALITION COMMITTEE with other union and management representatives.
- B. The HEALTH COALITION COMMITTEE shall meet at the mutually agreed upon times, but no less than semi-annually. Minutes of each meeting shall be taken. UAW appointees shall be paid while attending Committee meetings.

**COUNTY OF INGHAM**

Paul E. Goulet  
Paul E. Goulet, Chairperson  
Board of Commissioners

Michael J. Bryanton  
Michael J. Bryanton, County Clerk

Donald S. Owens  
Honorable Donald S. Owens  
Chief Probate Judge

Peter D. Houk  
Honorable Peter D. Houk  
Chief Circuit Judge

Thomas E. Brennan, Jr.  
Honorable Thomas E. Brennan, Jr.  
Chief District Judge, 55th District

Donald E. Martin  
Donald E. Martin, Prosecutor

**UNITED AUTO WORKERS**

Teresa Aven  
Teresa Aven, Unit Chairperson

Richard Bennett  
Richard Bennett, International  
Representative

Charles F. [Signature]  
, Negotiating  
Representative

Heather G. Metz  
, Member

Camille Hlusack  
, Member



**Paula Johnson**  
**Register of Deeds**



**Donald R. Moore, Treasurer**



**Patrick E. Lindemann**  
**Drain Commissioner**



**Gene L. Wriggelsworth, Sheriff**

## ATTACHMENT A TOPS SENIORITY GROUPS

(Includes Reclassifications approved in Res. #96-212)

<b>Animal Control</b>	
A.	Office Coordinator 10
	A.C. Redemption Clerk 06 - Dispatcher 06

<b>Circuit Court/Friend of the Court</b>	
A.	Enforcement Specialist 11 - Investigative Coordinator 11 - Legal Steno/FOC 11 - Records Coordinator/FOC 11
	Accountant Coordinator 10* - Administrative Assistant 10
	Collections Technician 09 - Computer Operator II 09 - Deputy Clerk III 09 - Secretary/FOC 09
	Account Clerk III 08 - Bench Warrant Clerk 08 - Court Records Clerk 08
	Account Clerk II 07
	Cashier 06 - Financial Investigator Assistant 06
	Casework Aide 05 - Clerk Typist II 05 - Deputy Clerk I 05 - Switchboard Operator 05

<b>Circuit Court/Project Sentry</b>	
B.	Administrative Specialist 10
	Clerk Typist II 05

<b>Cooperative Extension</b>	
A.	Clerk Typist II 05
	Clerk Receptionist 03
B.	4-H Program Assistant 09
C.	Account Clerk II 07

---

\* Red-lined at TOPS 08

<b>County Clerk</b>	
A.	Administrative Assistant/Clerk to the Board 12
	Deputy Clerk III/Claims Clerk 09
	Elections Clerk 07 - Vital Records Clerk 07
	Vital Records/Data Coordinator 06
	Clerk Typist II 05

<b>Department of Development</b>	
A.	Secretary/Development 10

<b>District Court (Judges' Personal Staff: Secretary/Court Rec.)</b>	
A.	Financial Coordinator/District Court 12
B.	Chief Court Clerks (Civil, Criminal, Traffic) 09
	District Court Clerk 08
C.	Court Bailiffs 08

<b>Drain Commission</b>	
A.	Administrative Assistant/Drain 10 - Specialist Clerk Steno/Drain 10
	Specialist Account Clerk/Drain 09
	Secretary/Drain 08
B.	Drain Maintenance Supervisor 13
	Drain Crew Leader 11
	Drain Crew Worker 09
	Drain Crew Worker/Laborer 03
C.	Enforcement Officer 10

<b>Equalization and Tax Mapping</b>	
A.	Clerk Steno II 07

<b>Fair Board</b>	
A.	Maintenance Supervisor/Fair 10
	Maintenance Worker 07
B.	Secretary/Fair 09
	Account Clerk II 07

<b>Financial Services</b>	
A.	Account Payable Coordinator 11
	Health Insurance Billing Coordinator 09
	Clerk/Financial Services 07
	Clerk Typist II 05

<b>Health Department</b>	
A.	Health Data Coordinator 12
	Clerical Coordinator/Central Reception 10
	Clerical Coordinator/ Adol. Hlth/Child Hlth/Adult Hlth/Nursing 09 - FP/PN Office Coordinator 09 - Medical Examiner/Administrative Aide 09
	Clerical Coordinator/Env. Hlth/WIC 08
	Clerk/Immunization 07 - Clerk Steno II 07 - Health Education Specialist 07
	Clerk/Communicable Disease 06 - Disease Control T.B. Clerk 06 - FP/Prenatal Clerk 06
	Clerk Typist II 05 - WIC Clerk 05
B.	Bookkeeping Coordinator/Health 10 - Purchasing Account Clerk/Health 10
	Account Clerk III/Central Reception 09 - Reception/Billing Clerk 09
	Account Clerk III 08 - EPSDT Billing Clerk 08 - Reception Billing Clerk/Nursing 08 - Reception/Registration Clerk 08
C.	Lead Clinic Assistant/Lab 09
	Clinic Assistant/Adult Health 07 - Clinic Assistant/Reproductive Health 07 - Clinic Assistant/Technician 07



<b>Health Department</b>	
	Adolescent Health/Clinic Clerk 06 - Adult Health/Dental Clinic Clerk 06 - Child Health Clerical Technician 06 - Clinic Assistant/WIC 06 - CSHCS Clerk 06
	Clinic Assistant 05 - Clinic Assistant/Clerical 05
D.	Dental Hygienist 13
	Dental Assistant 07
E.	Lead Health Screening Technician 09
	Health Screening Technician 08 - Vision and Hearing Technician 08
	Hearing Technician 07 - Vision Technician 07
F.	Food Bank Specialist 09 - Intake Referral Specialist 09
G.	Environmental Health Assistant 10
H.	Benefits Clerk/CCS 09
I.	Education Specialist/Peer Educator 07
	Maternal Child Outreach Advocate 06 - Maternal Infant Outreach Advocate 06
J.	Computer Technician 13

<b>Management Information Systems</b>	
A.	Computer Operator/Data 10
B.	Jury Telephone Coordinator 12
	Secretary/MIS Clerk 09
C.	Computer Technician 13

<b>Probate Court - JUVENILE DIVISION</b>	
A.	Assignment Clerk 12 - Juvenile Court Register 12
	Administrative Secretary 11
	Data Coordinator 09 - Unit Secretary 09
	Assistant Juvenile Register 08 - Deputy Juvenile Register III 08
	Deputy Juvenile Register II 07
	Clerk Receptionist/Deputy Juvenile Register I 06 - Court Recorder 06

<b>Probate Court - JUVENILE DIVISION</b>	
B.	Probate Court Officer 09
C.	Child Care Worker 12
	Casework Assistant/Probate Court 10
	Custodian 03
D.	Head Cook/Youth Home 07
	Cook 05
<b>Probate Court - PROBATE DIVISION</b>	
E.	Chief Deputy Probate Register 11
	Deputy Probate Register III 10 - Legal Steno/Probate Court 10

<b>Prosecuting Attorney</b>	
A.	Administrative Assistant/P.A. 12
	Appellate Secretary/Legal Assistant 11 - Victim Witness Assistant 11
	Circuit Court Coordinator/P.A. 10
	District Court Coordinator 09 - Secretary/P.A. 09
	Support Clerk/Systems Manager 08 - Warrant Clerk 08
	Clerk/P.A. 07 - Support Clerk 07
	Clerk Typist II 05

<b>Purchasing and Properties</b>	
A.	Building Maintenance Mechanic/Construction - Separate Scale
	Building Maintenance Mechanic II 13 - Building Maintenance Supervisor II 13 - Building Maintenance Technician 13
	Building Supervisor 10
	Building Maintenance Mechanic I 09 - Senior Groundskeeper 09
	Courier 07 - Maintenance Repair Person 07
	Groundskeeper 06
	Lead Custodian 05

<b>Purchasing and Properties</b>	
	Jail Custodian 04
	Custodian 03
B.	Senior Offset Operator 12
	Offset Operator 06
C.	Administrative Assistant/Purchasing 11
	Purchasing/Account Clerk 10
	Account Clerk/Maintenance 09
	Purchasing Clerk 07
	Clerk Typist II 05

<b>Register of Deeds</b>	
A.	Document Coordinator 08 - Systems Administrator/Index Clerk 08
	Index Clerk 06
	Clerk Typist II 05

<b>Sheriff's Department</b>	
A.	Mechanic 13
B.	Officer Coordinator 11
	Account Clerk/Sheriff 09
	Medical Records Clerk 08 - Records Clerk 08 - Records Clerk/Delhi 08
	Commissary Clerk 07 - Communications Operators 07
C.	Chief Cook 12 **
	Cook/Sheriff 07
D.	Licensed Practical Nurse 09

<b>Treasurer</b>	
A.	Tax Abstractor 08
B.	Accounting Coordinator/Treasurer 11

---

\*\* Red-lined at TOPS 11

<b>Treasurer</b>	
	Account Clerk III/Treasurer 09
	Account Clerk II/Treasurer 08

<b>Veterans Affairs</b>	
A.	Administrative Aide/Caseworker/VA 08
	Clerk/Veterans Affairs 05
B.	Transportation Officer 08

S:\PELABR\_REL\CONTRACT\UAW\SENIORIT.GRP

## ATTACHMENT B

### TOPS POSITIONS LIST

(Includes Reclassifications approved in Res. #96-212)

<u>TITLE</u>	<u>SG</u>
Account Clerk I . . . . .	05
Account Clerk II . . . . .	07
Account Clerk II/Treasurer . . . . .	08
Account Clerk III . . . . .	08
Account Clerk III/Audit . . . . .	08
Account Clerk III Audit/FOC . . . . .	08
Account Clerk III/Treasurer . . . . .	09
Account Clerk/Central Reception . . . . .	09
Account Clerk/Maintenance . . . . .	09
Account Clerk/Sheriff . . . . .	09
Accountant Coordinator/FOC . . . . .	10
Accounting Coordinator/Treasurer . . . . .	11
Accounts Payable Coordinator . . . . .	11
Administrative Aide/Caseworker/VA . . . . .	08
Administrative Assistant/Clerk to the Board . . . . .	12
Administrative Assistant/Drain . . . . .	10
Administrative Assistant/Friend of the Court . . . . .	10
Administrative Assistant/Prosecuting Attorney . . . . .	12
Administrative Assistant/Purchasing . . . . .	11
Administrative Secretary/Probate Court . . . . .	11
Administrative Specialist (Project Sentry) . . . . .	10
Adolescent Health/Clinic Clerk . . . . .	06
Adult Health/Dental Clinic Clerk . . . . .	06
Animal Control Redemption Clerk . . . . .	06
Appellate Secretary/Legal . . . . .	11
Assignment Clerk . . . . .	12
Assistant Juvenile Register . . . . .	08
Bench Warrant Clerk . . . . .	08
Benefits Clerk . . . . .	09
Bookkeeping Coordinator/Health . . . . .	10
Building Maintenance Mechanic I . . . . .	09
Building Maintenance Mechanic II . . . . .	13
Building Maintenance Supervisor II . . . . .	13
Building Maintenance Technician . . . . .	13
Building Maintenance Mechanic/Const. . . . .	Separate Scale
Building Supervisor . . . . .	10
Casework Aide . . . . .	05
Casework Assistant/Probate Court . . . . .	10
Cashier . . . . .	06
Chief Cook . . . . .	12
Chief Court Clerk/Civil . . . . .	09
Chief Court Clerk/Criminal . . . . .	09

TOPS POSITION LIST (continued)

Chief Court Clerk/Traffic . . . . .	09
Chief Deputy/Probate Register . . . . .	11
Child Care Worker . . . . .	12
Child Health Clerical Technician . . . . .	06
Circuit Court Coordinator/Prosecuting Attorney . . . . .	10
Clerical Coordinator/Adolescent Health . . . . .	09
Clerical Coordinator/Adult Health . . . . .	09
Clerical Coordinator/Central Reception . . . . .	10
Clerical Coordinator/Child Health . . . . .	09
Clerical Coordinator/Environmental Health . . . . .	08
Clerical Coordinator/Nursing . . . . .	09
Clerical Coordinator/WIC . . . . .	08
Clerk/Communicable Disease . . . . .	06
Clerk/Financial Services . . . . .	07
Clerk/Immunization . . . . .	07
Clerk/Prosecuting Attorney . . . . .	07
Clerk Receptionist . . . . .	03
Clerk Receptionist/Deputy Juvenile Register I . . . . .	06
Clerk Steno II . . . . .	07
Clerk Steno III . . . . .	09
Clerk Typist I . . . . .	03
Clerk Typist II . . . . .	05
Clerk Typist III . . . . .	08
Clerk/Veterans Affairs . . . . .	05
Clinic Assistant . . . . .	05
Clinic Assistant/Adult Health . . . . .	07
Clinic Assistant/Clerical . . . . .	05
Clinic Assistant/Reproductive Health . . . . .	07
Clinic Assistant/Technician . . . . .	07
Clinic Assistant/WIC . . . . .	06
Collections Tech. . . . .	09
Commissary Clerk . . . . .	07
Communications Operator . . . . .	07
Computer Operator II . . . . .	09
Computer Operator/Data . . . . .	10
Computer Technician . . . . .	13
Cook . . . . .	05
Cook/Sheriff . . . . .	07
Courier . . . . .	07
Court Bailiff . . . . .	08
Court Recorder . . . . .	06
Court Records Clerk/FOC . . . . .	08
CSHCS Clerk . . . . .	06
Custodian . . . . .	03
Data Coordinator/Probate . . . . .	09
Dental Assistant . . . . .	07
Dental Hygienist . . . . .	13
Deputy Clerk I . . . . .	05

TOPS POSITION LIST (continued)

Deputy Clerk II . . . . .	08
Deputy Clerk III . . . . .	09
Deputy Clerk III/Claims Clerk . . . . .	09
Deputy Juvenile Register II . . . . .	07
Deputy Juvenile Register III . . . . .	08
Deputy Probate Register III . . . . .	10
Disease Control/TB Clerk . . . . .	06
Dispatcher . . . . .	06
District Court Clerk . . . . .	08
District Court Coordinator/Prosecuting Attorney . . . . .	09
Document Coordinator . . . . .	08
Drain Crew Leader . . . . .	11
Drain Crew Worker . . . . .	09
Drain Crew Worker--Laborer . . . . .	03
Drain Maintenance Supervisor . . . . .	13
Education Specialist/Peer Educator . . . . .	07
Elections Clerk . . . . .	07
Enforcement Officer . . . . .	10
Enforcement Specialist . . . . .	11
Environmental Health Assistant . . . . .	10
EPSDT Billing Clerk . . . . .	08
Family Planning Prenatal Clinic Clerk . . . . .	06
Family Planning Prenatal Office Coordinator . . . . .	09
4-H Program Assistant . . . . .	09
Financial Coordinator/District Court . . . . .	12
Food Bank Specialist . . . . .	09
Financial Investigative Assistant . . . . .	06
Groundskeeper . . . . .	06
Head Cook/Youth Home . . . . .	07
Health Data Coordinator . . . . .	12
Health Education Specialist . . . . .	07
Health Insurance Billing Coordinator . . . . .	09
Health Screening Technician . . . . .	08
Hearing Technician . . . . .	07
Index Clerk . . . . .	06
Intake Referral Specialist . . . . .	09
Investigative Coordinator . . . . .	11
Jail Custodian . . . . .	04
Jury/Telephone Coordinator . . . . .	12
Juvenile Court Register . . . . .	12
Lead Clinic Assistant/Lab . . . . .	09
Lead Custodian . . . . .	05

TOPS POSITION LIST (continued)

Lead Health Screening Tech. . . . .	09
Legal Steno/FOC . . . . .	11
Legal Steno/Probate Court . . . . .	10
Legal Steno/Prosecuting Attorney . . . . .	10
Licensed Practical Nurse . . . . .	09
Maintenance Supervisor/Fair . . . . .	10
Maintenance Repair Person . . . . .	07
Maintenance Worker/Fair Board . . . . .	07
Maternal Child Outreach Advocate . . . . .	06
Maternal Infant Outreach Advocate . . . . .	06
Mechanic . . . . .	13
Medical Examiner/Administrative Aide . . . . .	09
Medical Records Clerk . . . . .	08
Office Coordinator (Animal Control) . . . . .	10
Office Coordinator (Sheriff) . . . . .	11
Offset Operator . . . . .	06
Probate Court Officer . . . . .	09
Purchasing/Account Clerk . . . . .	10
Purchasing/Account Clerk/Health . . . . .	10
Purchasing Clerk . . . . .	07
Reception/Billing Clerk . . . . .	09
Reception/Billing Clerk/Nursing . . . . .	08
Reception/Registration Clerk . . . . .	08
Records Clerk . . . . .	08
Records Clerk/Delhi . . . . .	08
Records Coordinator/FOC . . . . .	11
Secretary/Court Recorder . . . . .	11
Secretary/Development . . . . .	10
Secretary/Drain . . . . .	08
Secretary/Fair . . . . .	09
Secretary/FOC . . . . .	09
Secretary/MIS Clerk . . . . .	09
Secretary/Prosecuting Attorney . . . . .	09
Senior Groundskeeper . . . . .	09
Senior Offset Operator . . . . .	12
Specialist Account Clerk/Drain . . . . .	09
Specialist Clerk Steno/Drain . . . . .	10
Support Clerk . . . . .	07
Support Clerk/Systems Manager . . . . .	08
Switchboard Operator/Friend of the Court . . . . .	05
Systems Administrator/Index Clerk . . . . .	08
Tax Abstractor . . . . .	08
Transportation Officer . . . . .	08



TOPS POSITION LIST (continued)

Unit Secretary . . . . .	09
Victim Witness Assistant . . . . .	11
Vision Technician . . . . .	07
Vision and Hearing Technician . . . . .	08
Vital Records Clerk . . . . .	07
Vital Records/Data Coordinator . . . . .	06
Warrant Clerk . . . . .	08
WIC Clerk . . . . .	05

S:\PELABR\_REL\CONTRACT\UAW\POSITION.LST  
rev. 8-96

**AMENDMENT AGREEMENT  
BETWEEN  
INGHAM COUNTY (Employer)  
AND  
UNITED AUTOMOBILE AEROSPACE AND  
AGRICULTURAL IMPLEMENT WORKERS OF  
AMERICA (UAW) INGHAM COUNTY UNIT  
LOCAL 256 (Union)**

**TECHNICAL, OFFICE, PARA-PROFESSIONAL  
AND SERVICE EMPLOYEES**

**WHEREAS**, the Employer and the Union have entered a collective bargaining agreement with a term running from January 1, 1996, through December 31, 1999; and

**WHEREAS**, the parties agreed to establish a Joint Health Care Cost Containment Committee to investigate health care cost containment, and to meet on ways to reduce health care costs and to avoid and reduce potential co-pays of both the Employer and employees; and

**WHEREAS**, this Joint Committee has investigated current health care costs, including reviewing the results of a request for proposals from providers; and

**WHEREAS**, the Joint Committee has recommended the change to the Blue Choice POS Plan; and

**WHEREAS**, the parties are agreeable to amending the collective bargaining agreement to implement these changes.

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

1. Article XX, Section 1, of the agreement will be amended to read as follows:

Section 1. The EMPLOYER will offer the following health insurance program for eligible full-time employees and legal dependents.

BCBSM-POS: POS, POS-CR 80/20/1000, BMT, ESRD, FC, GCO, GLE1, HMN, RAPS, SUBRO2, Prescription Drug Preferred Rx Program with \$5.00 co-pay (PCD, PD-CM, MOPDII).

2. Article XX, Section 2, of the agreement will be amended to read as follows:

Section 2. Effective January 1, 1997, the EMPLOYER agrees to pay the full premium for eligible full-time employees for hospitalization coverage up to the following amounts:

Full Family	\$517.64
2-Person	\$461.20
Single	\$220.27
Retirees	\$233.38

These benchmarks will increase by the same amount as the salary schedule is increased for the following years (1998 +3%, 1999 +3%). 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, found in the attached Letter of Understanding, 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.

3. Article XX, Section 8, of the agreement will be amended to read as follows:

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 for 1997, 1998 and 1999, based on the applicable coverage, shall be as follows:

Full Family	\$166.53
2-Person	\$142.74
Single	\$67.97

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.

4. Article XXVII, Section 2, of the agreement will be amended to read as follows:

Section 2.

- A. Employees who retired from active employment on or before December 31, 1970, and were immediately eligible for retirement benefits shall be reimbursed for the premium cost of single subscriber health and hospitalization coverage supplementing Medicare (currently Blue Cross/Blue Shield 65).
- B. Employees who have retired since January 1, 1971, and are immediately eligible for retirement benefits as provided in the above plan, shall be provided single subscriber health and hospitalization coverage supplementing Medicare.
- C. Employees who retire after January 1, 1992, and are immediately eligible for retirement benefits shall be provided single subscriber health and hospitalization coverage. Retirees shall receive the same health coverage options as active employees, if available, with a benchmark as set forth in Article XX, including the increase in the benchmark as set forth in Article XX. 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. If a coverage is no longer available, the retiree must select from what is available and pay the difference in cost, if any.

5. Article XXVII, Section 3, of the agreement will be amended to read as follows:

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.

6. Article XXVII, Section 11, of the agreement will be deleted and the current Section 12 shall be renumbered Section 11.

7. It is hereby agreed between the Employer and the Union that the provisions of this Amendment shall be effective from and after January 1, 1997.

8. The balance of the Agreement between the parties will remain in full force and effect for the duration of the Agreement's term, being through December 31, 1999.

**COUNTY OF INGHAM**



Paul E. Goulet, Chairperson  
Ingham County Board of Commissioners

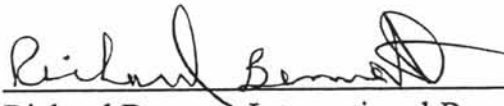
**UNITED AUTO WORKERS**



Teresa Aven, Unit Chairperson



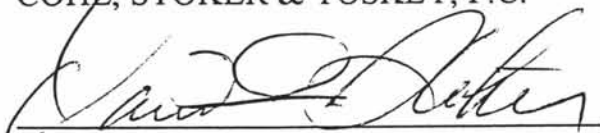
Michael Bryanton, County Clerk



Richard Bennett, International Rep.

APPROVED AS TO FORM:

COHL, STOKER & TOSKEY, P.C.



David G. Stoker

UFW

**ARTICLE XX**  
**HOSPITALIZATION - MEDICAL COVERAGE**

Section 1. The EMPLOYER will offer the following health insurance program for eligible full-time employees and legal dependents.

BCBSM-POS: POS, POS-CR 80/20/1000, BMT, ESRD, FC, GCO, GLE1, HMN, RAPS, SUBRO2, Prescription Drug Preferred Rx Program with \$5.00 co-pay (PCD, PD-CM, MOPDII).

Effective July 1, 1991, the Employer will offer the following Health Insurance Programs for eligible full-time employees and legal dependents. The lesser cost of either Options 3 or 4 shall establish the benchmark for all Employer obligations including, but not limited to, the cash option into a deferred compensation plan of the employee or paid directly to the employee as taxable income as provided in Section 8.

~~Option 1. Physicians Health Plan Plus 534/311-11010. \$10.00 office visit co-pay; \$15.00 urgent care facility co-pay; \$5.00 per prescription co-pay; and 100% hospitalization coverage.~~

~~Option 2. Health Central. BCN-5; PD5 NSC; DCC; WMHSAC; WERC; SNF-120; P&O 20%; DME 20%; AS-5.~~

~~Option 3. BCBSM-PPO. Comprehensive Hospital, Semi-private, D45NM, DC, MVF-11, CC, FAE-RC, ML, SAT-2, SOT-PE, GLE-1, VST, RM, PCES-1, PCES-2, RPS, Prescription Drug Program \$5.00 co-pay with PD-MAC, APDBP, Master Medical Option IV (excluding drugs), MMC-POV, TRUST-20, PLUS-20, SOPC.~~

~~Option 4. BCBSM-TRADITIONAL. Comprehensive Hospital, Semi-private, D45NM, OPC, CC, XF, COB-3, SOT-PE, GLE-1, PRE/100, MVF-2, PCES-1, PCES-2, ML, DC, SD, FAE-RC. Prescription Drug Program \$5.00 co-pay (PD-MAC), APDBP, Master Medical Option II (excluding drugs).~~

If the premium cost for the Health Insurance Program chosen by the employee exceeds that of the above described Option 3 (BCBSM-PPO), or Option 4 (BCBSM Traditional), whichever is less, such premium cost shall be paid by the employee through payroll deduction.

Section 1 shall be null and void effective December 31, 1996 and the following shall take its place:

Section 2. Effective January 1, 1997, the EMPLOYER agrees to pay the full premium for eligible full-time employees for hospitalization coverage up to the following amounts:

Full Family	\$517.64
2-Person	\$461.20
Single	\$220.27
Retirees	\$233.38

These benchmarks will increase by the same amount as the salary schedule is increased for the following years (~~1997 +3%,~~ 1998 +3%, 1999 +3%). 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, found in the attached Letter of Understanding, 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.

~~No new employees hired on or after January 1, 1996, will be allowed in the Blue Cross/Blue Shield Traditional Plan.~~

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 V, 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. 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. Effective as soon as practical after the contract is signed in 1996, health insurance for new hires will be single coverage effective the first of the month following date of hire. 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 equal to thirty percent (30%) of based upon the premium cost of the coverage to which the employee is otherwise eligible at the time of election (full family, two persons, or single subscriber) into a deferred compensation plan as selected by the employee or directly to the employee as taxable compensation. The above is subject to the lesser cost of either Options 3 or 4 noted in Section 1 amounts payable for 1997, 1998 and 199, based on the applicable coverage, shall be as follows:

Full Family	\$166.53
2-Person	\$142.74
Single	\$67.97

Employees losing medical coverage from another source shall notify the County Human Resources-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 Human Resources 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.

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. The above shall apply through December 31, 1999.



## ARTICLE XXVII 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.

~~Section 2. Retirees who are receiving retirement benefits from the EMPLOYER and retire without a break in service shall receive the same health coverage options as active employees, if available, with a benchmark the same as for active employees. Single subscriber health and hospitalization coverage supplementing Medicare shall be provided for retirees eligible for Medicare. Any cost over that benchmark shall be paid for by the retirees on a monthly basis. Retirees can pay for their spouse's coverage under the conditions established by the County. If the PPO or other coverage is no longer available, the retirees must select from what is available and pay the difference in cost, if any.~~

A. ~~Section 3. Employees who retired from active employment on or before December 31, 1970, and were immediately eligible for retirement benefits shall be reimbursed for the premium cost of single subscriber health and hospitalization coverage supplementing Medicare (currently Blue Cross/Blue Shield 65).~~

B. Employees who have retired since January 1, 1971, and are immediately eligible for retirement benefits as provided in the above plan, shall be provided single subscriber health and hospitalization coverage supplementing Medicare.

C. Employees who retire after January 1, 1992, and are immediately eligible for retirement benefits shall be provided single subscriber health and hospitalization coverage. Retirees shall receive the same health coverage options as active employees, if available, with a benchmark as set forth in Article XX, including the increase in the benchmark as set forth in Article XX. 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. 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 retire during the period of this Agreement, or who have retired since January 1, 1971, 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.

A. Retirement contributions on behalf of CETA participants will only be made when such contributions bear a reasonable relationship to the cost of providing benefits to participants. A contribution on behalf of a participant bears a reasonable relationship to the cost of providing benefits when the participant has an opportunity to actually benefit from such contribution. A participant has an opportunity to benefit when such participant:

- 1) Obtains unsubsidized employment with the County; or
- 2) Obtains unsubsidized employment with another employer provided benefits are transferrable or portable; or
- 3) Obtains vesting.

Any retirement benefits paid or not paid to CETA funded employees shall be in accordance with Federal CETA regulations. If said regulations are in conflict with the above, said regulations shall supersede.

B. Any retirement benefits provided or not provided to JTPA funded employees shall be in accordance with Federal and/or State JTPA regulations.

Section 7. 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 8. Employees are provided the MERS C2 plan with the old C-1 base and the 55F Waiver. Employees shall pay for the cost of the MERS C2 and 55F Waiver plans through payroll deduction. Effective May 4, 1991, 2% of the cost of the MERS C2 and 55F Waiver plans shall be paid by the EMPLOYER.

Section 9. Notwithstanding any contrary provision contained in this Article, starting April 1, 1991, 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 10. The EMPLOYER will provide a MERS "P" program, subject to and contingent upon MERS authorization. The entire bargaining unit must participate the same percentage contribution. Employee's wages shall be reduced accordingly.

Section 11. ~~Retirees shall receive the same health coverage options as active employees, if available, with a benchmark of single subscriber PPO for active employees. Any cost over that benchmark shall be paid for by the retiree on a monthly basis. Retirees can pay for their spouse's coverage under the conditions established by the County. If the PPO or other coverage is no longer available, the retiree must select from what is available and pay the difference in cost, if any. The benchmark shall remain the same as it is for active employees. Any cost over that benchmark shall be paid for by the retiree.~~

Section 12. ~~The bargaining unit has the option to notify the EMPLOYER in writing if it wants the MERS B-3 plan. If the bargaining unit wants the B-3, employees shall pay for the same through payroll deduction. The Union shall notify the Employer if it wants the B-3 plan by July 1, 1995, to be implemented October 1, 1995. The cost of this plan shall be determined by an actuarial study to be done by MERS within six (6) months of October 1, 1995. The cost determined by the actuarial study shall be the amount paid by the employees through payroll deduction. Employees shall continue to pay the current 1% contribution toward retirement costs. The cost of the actuarial study will be split 50-50 between the UNION and the EMPLOYER.~~



100