

9/8/2005

A G R E E M E N T

Between

COUNTY OF INGHAM

and

**INGHAM COUNTY EMPLOYEES' ASSOCIATION
PARK RANGERS**

January 1, 2004 through December 31, 2007

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AGREEMENT

THIS AGREEMENT is entered into this ____ day of _____, A.D., 2005, between the COUNTY OF INGHAM, a municipal body corporate of the State of Michigan, hereinafter referred to as the "EMPLOYER", and the INGHAM COUNTY EMPLOYEES ASSOCIATION, hereinafter referred to as the "ASSOCIATION".

THIS AGREEMENT shall remain in force and effect commencing the 1st day of January, 2004, through the 31st day of December, 2007.

PREAMBLE

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

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

ARTICLE 1

RECOGNITION

Section 1. Unit Recognition. The EMPLOYER hereby recognizes the ASSOCIATION, pursuant to Case No. R04 B-018 of the Employment Relations Commission, State of Michigan, Department of Labor, in the Unit described below, as the exclusive representative for the purpose of collective bargaining and that pursuant to Sections 11 and 12 of Act 336 of the Public Acts of 1947, as amended, that said ASSOCIATION is the exclusive representative of all of the employees in such unit for the purposes of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment:

- A. Unit Description. All regularly scheduled Park Managers I, Assistant Manager, Park Rangers I, and Park Rangers II and excluding all others including, but not limited to, supervisors, executives, seasonal, and casual employees.

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

ARTICLE 2

NO STRIKE CLAUSE; PAST PRACTICE AND WAIVER PROVISIONS

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

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

Section 3. Waiver. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the EMPLOYER and the ASSOCIATION, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter.

ARTICLE 3

EMPLOYER RIGHTS

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

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

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

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

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

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

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

ARTICLE 4

NON-DISCRIMINATION

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

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

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

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

ARTICLE 5

DEFINITION OF EMPLOYEES

Section 1. Definitions. The terms "employee and employees" when used in this Agreement shall refer to and include only full-time employees in the following classifications: Assistant Manager, Park Ranger I, Park Ranger II, and Park Manager I. For purposes of this Agreement the following definitions shall be applicable:

- A. Full-time employees: Employees regularly scheduled to work forty (40) hours per week shall be considered as regular, full-time employees. A regular full-time employee shall be entitled to the benefits under this Agreement except where otherwise indicated.
- B. Probationary employees: All new employees, except those employees specifically designated as temporary employees, shall be probationary employees for the first twelve (12) continuous months of employment. Temporary employees who are given the opportunity to become regular full-time employees must, as of the time they accept the opportunity, complete twelve (12) months of probation.

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

- C. Temporary employee: 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 and shall be compensated by wages only. This period may be extended upon mutual consent of the EMPLOYER and employee. Temporary employees who are hired into full-time positions shall have their seniority commence on their first day of employment in the full-time position.

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

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

ARTICLE 6

CLASSIFICATION PLAN AND WAGE RATES

Section 1. The classification plan for non-exempt Parks Department positions shall consist of the classes listed in this Agreement. (Appendix A).

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

Section 2. Wage rates are effective as outlined in Appendix A. The wage rates shall be retroactive for employees employed on the date of ratification by the EMPLOYER.

Section 3. Original appointments shall be made at the entrance rate. Each successive step thereafter shall be reached in the manner outlined and shall be effective at the beginning of the pay period immediately following the appropriate anniversary or reclassification date.

Section 4. A requirement for the advancement within pay ranges and seniority, is continuous service, which means regular employment without break or interruption.

Section 5.

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

B. Anniversary date is defined as the anniversary of the date of hire.

C. Reclassification date is defined as the date used to determine length of service within a specific classification. An employee is assigned a reclassification date upon promotion or reclassification. Reclassification date is used if an employee is reclassified or promoted to determine the date for subsequent step increases. If an employee is temporarily reclassified and subsequently the reclassification is made permanent, the reclassification date will be the date the employee was temporarily reclassified.

D. Employees promoted to a new or different pay grade shall enter at that step which is at least equal to the regular step increase they would have received if remaining in the same pay grade within the next six (6) months. The new pay grade shall be effective the first day of the pay period following the reclassification, promotion or step increase.

Section 6. 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.

Section 7. An employee who is temporarily assigned to perform a majority of his/her duties and responsibilities in a position of a higher salary grade for more than forty (40) consecutive work hours shall be paid at the lower rate in the higher grade which is at least five percent (5%) above his/her regular rate. An employee so assigned shall advance within that grade on the same basis as other employees within that grade. An employee may be

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

Section 8. Any employee who is promoted to a higher paying position within the bargaining unit shall have a thirty (30) day trial period. During those thirty (30) 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.

Section 9. Overpayment. Any overpayment of compensation that is not disputed by the employee 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 five (5%) percent of an employee's gross bi-weekly pay.

ARTICLE 7

SENIORITY

Section 1. Definition of Seniority. Seniority shall be defined as the length of the employee's continuous service with the EMPLOYER commencing from his/her last date of hire into a full-time, as previously defined, position. Continuous service is defined as that time actually spent on the active payroll of the EMPLOYER in a bargaining unit position plus approved leaves of absence periods, unless otherwise provided in this Agreement. The application of seniority shall be limited as applied to the terms and conditions contained in this Agreement. Employees who are hired on the same date shall be placed on the seniority list in alphabetical order of surnames.

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

- A. He/she voluntarily resigns.
- B. He/she is discharged for just cause and is not reinstated.
- C. He/she retires.
- D. He/she is laid off for a period greater than their seniority, but not to exceed twelve (12) months.
- E. He/she fails to return to work upon recall from layoff.
- F. He/she fails to return to work after expiration of leave of absence.
- G. He/she makes an intentionally false statement on his/her employment application or on any application for leave of absence or on any other employment record or form.
- H. He/she is absent from work for three (3) consecutive working days without notification to the EMPLOYER and is without an acceptable excuse for not notifying the EMPLOYER.

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

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

Section 5. Bumping. After a position has been eliminated, the laid off employee may exercise his/her bumping rights within the same department, under the conditions stated below, however, a full-time employee bumping a part-time employee shall be entitled to only those benefits provided to such positions:

- A. The bumping employee can bump laterally, but 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. A bumping employee may bump the least senior employee within his/her salary grade, except that a bumping full-time employee may bump the least senior full-time employee in order to maintain his/her full-time hours.
- D. If there is no position available in the employee's salary grade, the employee may bump into the least senior position in the nearest lower salary grade within their department that the employee would be eligible to bump into. However, a bumping full-time employee may bump the least senior full-time employee in order to maintain her/his full-time hours. Such an employee will retain secondary recall rights to her/his original salary grade.
- E. When probationary employees are in more than one regular position at the same salary grade into which a laid off or bumped employee would be eligible to bump, the EMPLOYER will determine the position into which the employee bumps.
- F. If the bumping employee does not have the required degrees or certificates to bump the least senior employee, he/she may bump the least senior employee whose position he/she is qualified to perform.
- G. The bumping employee must possess the necessary ability as determined by the EMPLOYER (ability is defined as having sufficiency of knowledge, skill and personal inclination to perform the tasks of the position, these attributes having been attained by previous experience in related work or education) which will qualify the employee to perform the work adequately, with minimal instructions.
- H. An employee must inform the EMPLOYER of his/her decision to bump within three (3) working days from the date of the receipt of the layoff notification.
- I. The foregoing bumping provisions shall not apply to temporary cases of layoff,

not to exceed ten (10) work days.

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

Section 7. Notice of Layoff Due to Being Bumped. The bumped employee shall have the same bumping rights as the laid off employee, seniority permitting, and must be given at least three (3) work days notification of his/her layoff due to being bumped.

Section 8. Bumping Between Departments Prohibited. Employees shall not be able to bump between departments.

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

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

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

Employees on layoff shall notify the Human Resources Department of their current address within seventy-two (72) hours of layoff and immediately subsequent thereto of any change of address in order to afford the Human Resources Department the ability to notify said employee of recall. Failure to do so by the employee shall constitute a waiver by the employee of the employee's right to recall. The EMPLOYER will also send notice of the recall to the ASSOCIATION attorney by first class mail.

Section 11. Seniority. Employees on layoff retain accrued seniority and continue to accumulate seniority at the time of layoff for a period equal to the employee's seniority not to exceed twelve (12) calendar months from the effective date of the layoff. After that period, seniority is lost. Continuous service shall not be interrupted by a leave of absence granted pursuant to the provisions of this Agreement.

ARTICLE 8

HOURS OF WORK

Section 1. Work Schedule. Those employees who work on shifts shall be subject to a work schedule. Said schedule shall be posted at least five (5) working days prior to its effective date, except that it is understood that shift changes for winter maintenance may be made with twenty-four (24) hours notice. Nothing contained within this Agreement shall be construed to constitute a guarantee of eight (8) hours of work or pay per day or forty (40) hours of work or

pay per week.

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

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

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

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

Section 4. Call Back or Call In. Employees covered hereby who are called in to work preceding their shift or called back after the end thereof shall receive two (2) hours minimum payment at the rate of time and one-half (1 1/2) of their regular rate of pay for call back. Call back pay only shall be paid when an employee has left the premises and is subsequently called back to work at a time that is not continuous with his/her assigned schedule.

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

Section 6. On Call. Assistant managers assigned to be on-call for "weekends" shall receive a flat fee of \$20 per day. Such employees have to answer cell phone calls, and be available to come in to work. If the employee does come in to work, he/she shall be paid in accordance with Section 4 of this Article.

Section 7. Night Shift Premium. Employees assigned to the ice making shift shall receive a night shift premium of one dollar (\$1) per hour in addition to their regular hourly rate for all hours worked on the shift. The ice making shift shall be defined as any shift which has its primary function icing the ice skating rink or toboggan run. In order to receive the ice making shift premium, the work must fall between 11:00 p.m. and 6:00 a.m.

ARTICLE 9

GRIEVANCE PROCEDURE

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

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

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

Step 2: If the answer of the supervisor received in Step 1 is not satisfactory to the employee, he/she shall, within five (5) days of the receipt of the answer to Step 1, submit the grievance to the Director of Parks or his/her designee. The Director of Parks or his/her designee will meet with the employee and the Local President to discuss the grievance and will attempt to respond to said grievance within five (5) days of said meeting. Twenty-four hours notice will be given in advance of said meeting. The employee and Local President shall suffer no loss of pay for the time spent with the Director of Parks or his/her designee to discuss the grievance.

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

Step 4: If the grievance has not been settled at Step 3, the ASSOCIATION may submit the grievance to arbitration with the American

Arbitration Association in accordance with its Voluntary Labor Arbitration rules, provided that the grievance is submitted to the American Arbitration Association within thirty (30) calendar days after service of the Step 3 answer. The ASSOCIATION shall provide the EMPLOYER with a copy of any grievance submitted to the American Arbitration Association. If the grievance has not been submitted to arbitration within said thirty (30) calendar day period, it shall be considered as withdrawn.

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

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

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

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

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

If any employee elects to use the grievance procedure provided for under this contract and the ASSOCIATION or employee subsequently elects to utilize a statutory remedy, then the grievance shall be deemed to have been withdrawn and the grievance procedure provided for

hereunder shall not be applicable.

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

ARTICLE 10

DISCHARGE AND DISCIPLINE

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

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

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

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

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

ARTICLE 11

ASSOCIATION RIGHTS

Section 1. Bulletin Boards. The EMPLOYER shall provide bulletin boards for the exclusive use of the ASSOCIATION. These bulletin boards shall be located at the carpenter shop area at Burchfield and Lake Lansing Parks and the winter sports area or other mutually agreed upon location(s).

The postings shall be limited to notices regarding the following: ASSOCIATION meetings, social affairs, elections, and results thereof. Postings may also include MIOSA or OSHA notices. No political literature shall be posted. All notices shall be signed, dated, and posted by the Local President. Any notice not dated, signed, or posted by the Local President may be immediately removed by the Director of Parks or his/her designee.

Section 2. Local Officers. The ASSOCIATION shall provide the EMPLOYER or its designee with a written list of its Local Officers upon execution of this Agreement and any

subsequent changes in this list shall be provided to the EMPLOYER or its designee within seven (7) days from the date of said change.

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

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

Section 5. Bargaining Committee. The EMPLOYER hereby recognizes a bargaining committee composed of two (2) persons. The ASSOCIATION may additionally have non-employee representative(s) as a part of the Committee. The bargaining committee's sole function shall be to meet with the EMPLOYER representatives for the purpose of negotiating a new Agreement. Negotiating sessions which are held during working hours shall not result in a loss of pay for the bargaining committee members. It is understood that the ASSOCIATION and the EMPLOYER may bring in additional personnel to address certain areas of concern and/or expertise during the collective bargaining process, if it is mutually agreed upon.

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

ARTICLE 12

ASSOCIATION SECURITY AND CHECKOFF

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

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

The EMPLOYER agrees to deduct the initiation fee of the ASSOCIATION, for those

employees joining the ASSOCIATION, which is payable only once when a new hire completes the probationary period. This one-time deducted initiation fee shall become effective the second payday of the month, following the employee's successful completion of the probationary period.

Initiation fees shall be used for costs attributable to negotiating the terms of this Agreement and servicing the contract.

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 ASSOCIATION'S dues, subject to all of the following conditions:

- A. The ASSOCIATION shall obtain from each of its members a completed authorization form which shall conform to the respective state and federal law(s) concerning that subject, or any interpretation(s) thereof.
- B. All check-off authorization forms shall be filed with the EMPLOYER'S Director of Human Resources, who may return any incomplete or incorrectly completed form to the ASSOCIATION's Treasurer, and no check off shall be made until such deficiency is corrected.
- C. All employees covered under this Agreement who do not voluntarily choose membership in the ASSOCIATION shall have deducted from their wages a percentage of the membership dues, which sum may 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 ASSOCIATION as their fair share of costs attributable to negotiating the terms of this Agreement and servicing the contract, which sum shall not include, by way of example but not by way of limitation, state, national, or other dues and assessments, or other amounts for other ASSOCIATION activities.
- D. The EMPLOYER shall only check off obligations which come due at the time of check off, and will make check off deductions only if the employee has enough pay dues to cover such obligation. The EMPLOYER is not responsible for refund to the employee if he/she has duplicated a check off deduction by direct payment to the ASSOCIATION.
- E. The EMPLOYER'S remittance shall be deemed correct if the ASSOCIATION does not give written notice to the Human Resources Director within two (2) calendar weeks after remittance is transmitted of its belief, with reason(s) stated therefore, that the remittance is incorrect.
- F. The ASSOCIATION shall provide at least thirty (30) days written notice to the Human Resources Director of the amount of ASSOCIATION dues and/or service fees 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. New check off authorization forms shall be submitted to the EMPLOYER in the event that an increase in the ASSOCIATION dues or service fee is made.

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

H. The ASSOCIATION shall exclusively use the check off authorization as herein provided for herein.

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

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

VOLUNTARY CHECKOFF AUTHORIZATION

INGHAM COUNTY EMPLOYEES' ASSOCIATION

Print: _____
Last Name First Name Middle Initial

I certify that the Ingham County Employees' Association is my designated collective bargaining representative and I hereby authorize and direct my Employer to withhold from my earnings during this month and each successor month the amount determined by the Ingham County Employees' Association and provided in a written notice to the Employer's Human Resources office for my (check one) _____ (1) Association dues; or _____ (2) service fees; and request this amount be forwarded to the Treasurer of the Ingham County Employees' Association.

This authorization and direction shall be effective for the period of the joint bargaining agreement between the Ingham County Employees' Association and my Employer, and I agree and direct that this authorization and direction shall be automatically renewed with each succeeding applicable joint bargaining agreement between the Ingham County Employees' Association and my Employer, unless written notice is given to the Ingham County Employees' Association and my Employer by me, or unless the authorization is terminated as provided for in the joint bargaining agreement.

Date: _____ Signature: _____

Department: _____

ARTICLE 13

HOSPITALIZATION - MEDICAL COVERAGE

Section 1.

A. Health Insurance Program.

Effective January 1, 2005, the EMPLOYER will offer the following health insurance programs for eligible full-time employees and legal dependents. Such coverage commences on the first day of the month following the date of hire and upon completion of the required forms and acceptance by the carrier as a participant.

Option 1:

BCBSM-POS: Blue Choice Certificate, POS DR 250/500, POS CR 80/20, POS AA, POS OV 20, POS ET 50

Prescription drug coverage will be provided by the Employer through a pharmacy benefits manager. Employees must elect the "Prescription Plan 1" as developed and approved by the Joint Health Care Cost Containment Committee. Prescription as follows:

Prescription Drug Plan 1: Prescription drug co-payments for generic drugs will be \$0. Prescription drug co-payments for brand drugs will be 20%, but not less than \$15 nor more than \$35. Maximum out-of-pocket expenses for drugs for each health care plan participant contract will be \$1,100 per year. Coverage for mail order will also be provided, and a 90-day supply of a maintenance drug will only be available through mail order.

Option 2:

PHP Plus (Point-of-Service) Plan 30406-311-111

Prescription drug coverage will be provided by the Employer through a pharmacy benefits manager. Employees must elect the "Prescription Plan 1" as developed and approved by the Joint Health Care Cost Containment Committee. Prescription as follows:

Prescription Drug Plan 1: Prescription drug co-payments for generic drugs will be \$0. Prescription drug co-payments for brand drugs will be 20%, but not less than \$15 nor more than \$35. Maximum out-of-pocket expenses for drugs for each health care plan participant contract will be \$1,100 per year. Coverage for mail order will also be provided, and a 90-day supply of a maintenance drug will only be available through mail order.

Option 3:

Health Advantage - High Plan

Prescription drug coverage will be provided by the Employer through a pharmacy benefits manager. Employees must elect the "Prescription Plan 1" as developed and approved by the Joint Health Care Cost Containment Committee. Prescription as follows:

Prescription Drug Plan 1: Prescription drug co-payments for generic drugs will be \$0. Prescription drug co-payments for brand drugs will be 20%, but not less than \$15 nor more than \$35. Maximum out-of-pocket expenses for drugs for each health care plan participant contract will be \$1,100 per year. Coverage for mail order will also be provided, and a 90-day supply of a maintenance drug will only be available through mail order.

Option 4:

Health Advantage - Low Plan

Prescription drug coverage will be provided by the Employer through a pharmacy benefits manager. Employees must elect the "Prescription Plan No. 3" as developed and approved by the Joint Health Care Cost Containment Committee. Prescription as follows:

Prescription Drug Plan 3: Prescription drug co-payments for generic drugs will be \$2. Prescription drug co-payments for brand drugs will be 25%, but not less than \$15 nor more than \$35. Maximum out-of-pocket expenses for drugs for each health care plan participant contract will be \$1,100 per year. Coverage for mail order will also be provided and a 90-day supply of a maintenance drug will only be available through mail order.

Option 5:

PHP HMO Only Plan 30407

Prescription Drug Plan 3: Prescription drug coverage will be provided by the EMPLOYER through a pharmacy benefits manager. Prescription drug co-payments will be \$2 for generic drugs, 25% for brand drugs, with a minimum of \$15 and a maximum of \$35. Maximum out-of-pocket expenses for drugs for each health care plan participant contract will be \$1,100 per year. Coverage for mail order will also be provided and a 90-day supply of a maintenance drug will only be available through mail order.

Section 2. Effective January 1, 2005, the EMPLOYER agrees to pay the full premium for eligible full-time employees for hospitalization coverage outlined in subsection A above, up to the following amounts:

Full Family	=	\$655.74
2-Person	=	\$584.24
Single	=	\$279.04
Retirees	=	\$295.64

These benchmarks will increase by the same amount as the salary schedule is increased for following years. 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 Section 11 of this Article, 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 ASSOCIATION and the Committee new health care premium rates as soon as they are available.

Section 3. There shall be an open enrollment period prior to the effective implementation date, in order to allow employees to elect an option.

Section 4. The EMPLOYER shall pay the entire premium cost for full family coverage for each eligible full-time employee up to the amounts specified in Section 1 above. Payroll deductions will be made for any additional coverage the employee chooses to select.

Section 5. The EMPLOYER reserves the right to substitute another carrier, provided the fundamental provisions of the above coverage will not be changed.

Section 6. An employee who is eligible for medical/hospitalization insurance via another source and who executes an affidavit to that effect may elect not to be covered by the medical insurance provided under this Article. The decision to waive coverage shall be made once per calendar year. A Waiver Agreement drafted by the EMPLOYER shall be executed by the employee. In the event the employee elects to forego medical insurance, the EMPLOYER shall pay an amount based upon the coverage to which the employee is otherwise eligible at the time of election (full family, two persons, or single subscriber) directly to the employee as taxable compensation. The amounts payable, based on the applicable coverage, shall be paid on a monthly basis as follows:

Full Family	=	Amount to be determined (50% of Health, Dental, & Vision Premiums)
Two Person	=	Amount to be determined (50% of Health, Dental, & Vision Premiums)
Single	=	Amount to be determined (50% of Health, Dental, & Vision Premiums)

Employees losing medical coverage from another source shall notify the County Financial Services Department in time so that the employee and dependents, where appropriate, can be re-enrolled in a health care plan beginning the first day of the month following the loss of alternate coverage.

Section 7. Employees may pay group rates for hospitalization/medical/dental coverage for the maximum period required by applicable federal law.

Section 8. In the event a husband and wife are both employees of the County, the payment provisions in lieu of health insurance coverage as stated under Section 7 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 9. The EMPLOYER and the ASSOCIATION agree to negotiate on the addition of alternate health plans should the EMPLOYER so request of the ASSOCIATION or vice versa. 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 ASSOCIATION and the EMPLOYER agree to negotiate those measures so identified in good faith.

Section 10. Health Care Cost Containment Committee. The EMPLOYER and the ASSOCIATION 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 hereby establish a joint committee for the purpose of investigating health care cost containment issues which shall continue during the term of this Agreement. The Committee shall be subject to the following provisions:

- A. The Committee shall be comprised of not less than two or more than four representatives each from the EMPLOYER and the ASSOCIATION.
- B. The ASSOCIATION representatives shall be granted time off with pay as is reasonably necessary to complete the foregoing (including travel time).
- C. The Committee shall meet at the mutually agreed upon times between the EMPLOYER and the ASSOCIATION but no less than semi-annually. Minutes of each meeting shall be taken.
- D. The EMPLOYER agrees to recommend the Health Care Cost Containment Committee review the EMPLOYER's vision and dental plans in subsequent reviews of the health care plan.

ARTICLE 14

DENTAL INSURANCE

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

Class I Benefits	Insurance Pays	Employee or Patient Pays
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%
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Class II Benefits	Insurance Pays	Employee or Patient Pays
Bridges, Partials and Dentures	50%	50%

Payment under this provision is limited to Eight Hundred Dollars (\$800) 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 15

VISION

Section 1. Unit members will be afforded the same vision insurance plan as other represented employees, being Vision Service Plan A.

ARTICLE 16

LIFE INSURANCE

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

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

ARTICLE 17

DISABILITY PLAN

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

- A. Upon proper medical determination of disability due to a non-work related illness or injury, the EMPLOYER will provide fifty percent (50%) of the employee's gross salary to a maximum of \$300 per week for a maximum of one hundred four (104) weeks.
- B. The disability payments shall not commence until the completion of 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 18

RETIREMENT

Section 1. The EMPLOYER provides, at no cost to the employees, Municipal Employees Retirement System, Benefit Plan B-3. The EMPLOYER shall abide by all the terms and conditions of that program with the Municipal Employees Retirement System.

Section 2.

- A. Employees who retire, and who have met the vesting requirements with Ingham County service only, 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 13, including the increase in the benchmark as set forth in Article 13. 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 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. Retirees eligible for retiree health and hospitalization coverage may also enroll at the retirees' cost in dental and vision coverages offered to active employees, provided they enroll for such coverages upon retirement. Retirees that enroll in dental and vision coverage and subsequently drop coverages, may not re-enroll.
- B. 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.
- C. A retiree who chooses an option of less than the benchmark may apply the difference between the premium for that coverage, if less, and the maximum single subscriber amount paid under Article 13 for retirees, if any, to the coverage for his/her spouse.

Section 3. Notwithstanding any contrary provision contained in this Article, the obligation of the EMPLOYER to pay for and provide retiree health insurance shall cease in the event that comparable health insurance is available to the retiree through another EMPLOYER or source, such as his/her spouse's EMPLOYER. Further, there shall be a requirement to coordinate with other available health insurances, Medicare, Medicaid, federal insurance, or any other health insurance which may be available in part or in total to the retired employee. All questions of eligibility shall be determined by the regulations and rules established by the carrier providing such coverage.

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

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

Section 4. Employees who have met the vesting requirements with Ingham County service only, retire during the period of this Agreement, and are immediately eligible for retirement benefits as provided in the above plan, shall be provided with Two Thousand Dollars (\$2,000) 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 reserves the right to obtain a retirement plan different than the Municipal Employees' Retirement System, provided that the current benefits provided to employees are not reduced. However, prior thereto, the EMPLOYER shall notify the ASSOCIATION at least ten (10) days in advance and meet and confer with the ASSOCIATION.

Section 6. Benefit Improvements. During the term of the Agreement, the ASSOCIATION may choose to select benefit program improvements offered by Municipal Employees Retirement System with the full differential cost paid by the employee via payroll withholding. If selected, the County will implement, provided sixty (60) days notice is given before the effective date. Notwithstanding the foregoing, the ASSOCIATION agrees not to select any benefit program improvement which costs more than ten percent (10%) of payroll during the term of this Agreement. The EMPLOYER reserves the right to request actuarial reports at its cost at any time to verify costs of any improvements.

ARTICLE 19

WORKER'S COMPENSATION

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

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

- A. The maximum time an employee may use accumulated sick leave while on worker's compensation is eight (8) weeks.
- B. Employees shall not accumulate sick leave or vacation time while off work on worker's compensation. All other fringe benefits shall terminate after an employee is off work on worker's compensation for ninety (90) days.
- C. Employees who have accumulated at least one hundred sixty (160) hours, but less than four hundred (400) hours, of sick leave are permitted to use their accumulated sick time as a supplement to worker's compensation so that they will receive approximately eighty percent (80%) of their normal straight-time pay.
- D. Employees who have one hundred fifty-nine (159) hours or less of accumulated sick leave shall not be entitled to utilize this Section.
- E. Employees who have accumulated sick leave of four hundred one (401) hours or more may use their accumulated sick leave so as to receive ninety percent (90%) of their normal straight-time pay.
- F. The eighty percent (80%) and ninety percent (90%) wages noted above shall be gross wages minus normal tax deductions and other deductions.

EXAMPLE:

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

ARTICLE 20

I.R.S. SECTION 125

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

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

ARTICLE 21

HOLIDAYS

Section 1. The following holidays are recognized by the EMPLOYER:

New Year's Day
Martin Luther King Day
Good Friday

Memorial Day
 Independence Day
 Labor Day
 Columbus Day
 Veterans' Day
 Thanksgiving Day
 The day following Thanksgiving Day
 The day before Christmas Day
 Christmas Day

Section 2. When any of the above named holidays occur on a Sunday, the following Monday shall be observed as the holiday, and when the holiday falls on a Saturday, it shall be observed on the preceding Friday.

Section 3. In the event a holiday occurs during an employee's vacation his/her vacation period shall be extended by one (1) day.

Section 4. Employees who are required to work on any holiday designated above shall be paid at time and one-half (1-1/2) for all hours worked on the holiday in addition to receiving his/her holiday pay.

Section 5. To be eligible for holiday pay, an employee must work the last scheduled day before and the first scheduled day after the holiday (plus the holiday, if scheduled subject to Section 3 above), unless the absence has been previously approved, in writing, by the Director of Parks or his/her designee.

Section 6. An employee working a ten (10) hour shift receives eight (8) hours of holiday pay.

Section 7. If all of the Ingham County unions agree with the EMPLOYER to eliminate Columbus Day as a holiday, then the ASSOCIATION so agrees to eliminate Columbus Day as a holiday. When such occurs, eight (8) additional vacation credit hours shall be added to the vacation schedule for each level of accumulation.

ARTICLE 22

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 Years	5.231 hours (136)
Ten through Fourteen Years	5.846 hours (152)
Fifteen through Nineteen Years	6.492 hours (168)

Twenty Years and over, of
uninterrupted employment.

6.769 hours (176)

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

Section 2. The employee's immediate supervisor shall determine the number of employees, if any, that can be spared to take their vacation at any given time.

Section 3. Absence on account of sickness, illness, or disability in excess of that hereinafter authorized for such purposes may, at the request of the employee and with the approval of the Director of Parks or his/her designee, be charged against vacation allowances.

Section 4. If an employee, who is otherwise eligible for vacation with pay leaves employment after giving two weeks notice, or retires or dies without having received the vacation, such employee will receive, along with his/her final paycheck, the accumulated vacation pay for which he/she had qualified. If an employee is discharged or leaves employment without giving the EMPLOYER two weeks notice, the employee shall receive the accumulated vacation pay as of their last anniversary date.

Section 5. The maximum accumulation of vacation is limited to two hundred forty (240) hours.

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

Section 7. Vacation time shall be taken in increments of one (1) hour.

Section 8. One (1) vacation day shall be credited to each employee on January 1, November 1, and December 31 of each year. These vacation days shall be in addition to the schedule outlined in Section 1 of this Article.

ARTICLE 23

PERSONAL LEAVE

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

ARTICLE 24

UNPAID LEAVES OF ABSENCE

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

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

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

B. If one-half ($\frac{1}{2}$) hour notice cannot be given because of unforeseen circumstances, the employee shall contact his/her supervisor or someone designated by him/her as soon as possible.

ARTICLE 25

MILITARY LEAVES OF ABSENCE

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

ARTICLE 26

FUNERAL LEAVE

Section 1. If a death occurs among a member of an employee's immediate family, *i.e.*, spouse, child, or parent, the employee will shall be excused from work for up to five (5) working days from the date of death. Additional time may be granted by the Director of Parks or his/her designee which shall be charged against earned sick leave, vacation accumulation, or personal leave.

Section 2. In the event of a death of an employee's parent-in-law, brother, sister, grandfather, grandmother, or grandchild, the employee shall be excused from work for up to two (2) working days, without loss of pay. Additional time may be granted by the Director of Parks or his/her designee which shall be charged against earned sick leave, vacation accumulation, or personal leave.

ARTICLE 27

SICK LEAVE

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

Section 2. The employee must notify the Director of Parks or his/her designee not later than one-half hour prior to his/her normal starting time on the first day of absence unless the circumstances surrounding the absence make such reporting impossible, in which event such notification must be made as soon thereafter as possible. On each successive day of absence

the employee shall contact the Director of Parks or his/her designee, unless waived by the Director, in order to advise the Director of Parks of the general nature of the illness and probable duration of the absence. Failure to do so will disqualify the employee for sick leave payment and may result in disciplinary action.

Section 3. Qualified employees shall be eligible for paid sick leave from (and to the extent of) their unused accumulated paid sick leave credits in the following situations:

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

Section 4. Whenever sick leave payments are made under this Article, the amount of such payments shall be deducted from the employee's accumulated unused bank of paid leave credit. Sick leave payments shall be taken in increments of not less than one-half (1/2) hour.

Section 5. Sick Leave Incentive Program. Personal Leave shall not be considered as sick leave taken for purposes of this Section only. For employees who meet the incentive program criteria and have been regular full-time employees for a complete year starting December 1 through November 30, incentive payments shall be made the first pay period immediately following November 30 of each year at the following rates:

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

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

Section 6. Payment of accumulated unused sick leave credits, (maximum one hundred-twenty [120] days), upon death or retirement under the Michigan Municipal Employees Retirement System shall be made to the employee or his/her estate at the hourly rate he/she was paid on the last day he/she worked in accordance with the following schedule:

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

Section 7. A cumulative maximum of forty (40) hours of sick leave credit per contract year may be used for the illness of a spouse, minor dependent child or step-child, or parent of the employee. Medical verification may be required by the EMPLOYER.

ARTICLE 28

MILEAGE

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

ARTICLE 29

EDUCATIONAL REIMBURSEMENT

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

ARTICLE 30

FAMILY MEDICAL LEAVE ACT

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

ARTICLE 31

HEALTH AND SAFETY COMMITTEE

The EMPLOYER and the ASSOCIATION agree to establish a health and safety

committee consisting of one employee from the unit, one manager, and a third party selected by the EMPLOYER. Any alleged health and safety problem shall be directed to the committee in writing. Any recommendation by the committee shall be in writing.

ARTICLE 32

SUBCONTRACTING

The EMPLOYER reserves the right to subcontract bargaining unit work at any time; to purchase any or all work processes or services when, in the sole determination of the EMPLOYER, it does not have the facilities or equipment, or the available personnel, or when it is deemed more economical to have the work performed by others. No employee in this unit will be laid-off, terminated, or hours reduced because of subcontracting.

ARTICLE 33

UNIFORMS

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

ARTICLE 34

TOOLS/TOOL ALLOWANCE

During the month of January, for each year of this Agreement, the EMPLOYER shall pay a total tool allowance of \$125 to each Park Ranger I who has been compensated by the EMPLOYER for employment for a full year. During the month of January, for each year of this Agreement, the EMPLOYER shall pay \$300 to each Park Ranger II who has been compensated by the EMPLOYER for a full year.

For employees who are compensated by the EMPLOYER for employment for less than a full year, the tool allowance shall be prorated on a one-twelfth (1/12) basis for each full month the employee is compensated. An employee will not be considered to have been compensated for employment for any month in which he/she received worker's compensation payments.

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

ARTICLE 35

SAVINGS CLAUSE

If any provision of this Agreement is found Invalid by operation of law or by any board or court of competent jurisdiction, or if compliance with or enforcement of any provision is

permanently restrained by any court, the remainder of this Agreement, and any supplements thereto, shall remain in full force and effect, and the EMPLOYER and the ASSOCIATION at the request of either party shall enter into negotiations for the purpose of arriving at a mutually satisfactory replacement for such provision.

ARTICLE 36

TERMS OF THE AGREEMENT

Section 1. The Agreement shall become effective upon execution by the parties and it shall continue in its full force and effect until 11:59 p.m. on the 31st day of December, 2007.

Section 2. Upon the written request of either party to this Agreement, both parties shall commence negotiations for a new Agreement within ninety (90) days prior to the expiration thereof.

IN WITNESS WHEREOF:

The parties have set their hands this _____ day of _____, 200____.

INGHAM COUNTY PARKS

BY _____

Its _____

INGHAM COUNTY BOARD OF COMMISSIONERS

BY _____

Its _____

INGHAM COUNTY EMPLOYEES ASSOCIATION

By _____

Its _____

APPENDIX A
WAGE SCALE

Effective December 27, 2003 (2004 Rates)

<u>STEP</u>	<u>PARK MANAGER I</u>	<u>ASSISTANT MANAGER</u>	<u>PARK RANGER II</u>	<u>PARK RANGER I</u>
1 / Entrance	\$34,099	\$33,621	\$31,869	\$28,581
2 / 6 Months	\$36,991	\$35,220	\$33,384	\$29,925
3 / 1.5 Years	\$39,882	\$36,774	\$34,856	\$31,156
4 / 2.5 Years	\$42,798	\$38,363	\$36,362	\$32,389
5 / 3.5 Years	\$45,688	\$39,954	\$37,871	\$33,651
6 / 4.5 Years	\$47,059	\$41,153	\$39,007	\$34,661

class=Section4>

Effective December 25, 2004 (2005 Rates)

<u>STEP</u>	<u>PARK MANAGER I</u>	<u>ASSISTANT MANAGER</u>	<u>PARK RANGER II</u>	<u>PARK RANGER I</u>
1 / Entrance	\$35,122	\$34,630	\$32,825	\$29,438
2 / 6 Months	\$38,101	\$36,277	\$34,386	\$30,823
3 / 1.5 Years	\$41,078	\$37,877	\$35,902	\$32,091
4 / 2.5 Years	\$44,082	\$39,514	\$37,453	\$33,361
5 / 3.5 Years	\$47,059	\$41,153	\$39,007	\$34,661
6 / 4.5 Years	\$48,471	\$42,388	\$40,177	\$35,701

Effective January 1, 2006 (2006 Rates)

<u>STEP</u>	<u>PARK MANAGER I</u>	<u>ASSISTANT MANAGER</u>	<u>PARK RANGER II</u>	<u>PARK RANGER I</u>
1 / Entrance	\$36,000	\$35,496	\$33,646	\$30,174
2 / 6 Months	\$39,054	\$37,183	\$35,246	\$31,593
3 / 1.5 Years	\$42,105	\$38,824	\$36,800	\$32,893
4 / 2.5 Years	\$45,184	\$40,502	\$38,389	\$34,195
5 / 3.5 Years	\$48,235	\$42,182	\$39,982	\$35,528
6 / 4.5 Years	\$49,683	\$43,448	\$41,181	\$36,594

Effective January 1, 2007 (2007 Rates)

<u>STEP</u>	<u>PARK MANAGER I</u>	<u>ASSISTANT MANAGER</u>	<u>PARK RANGER II</u>	<u>PARK RANGER I</u>
1 / Entrance	\$36,900	\$36,383	\$34,487	\$30,928
2 / 6 Months	\$40,030	\$38,113	\$36,127	\$32,383
3 / 1.5 Years	\$43,158	\$39,795	\$37,720	\$33,715
4 / 2.5 Years	\$46,314	\$41,515	\$39,349	\$35,050
5 / 3.5 Years	\$49,441	\$43,237	\$40,982	\$36,416
6 / 4.5 Years	\$50,925	\$44,534	\$42,211	\$37,509

APPENDIX B**RANGER I -- TOOL LIST**

<u>Quantity</u>	<u>Tool</u>
1	50' Tape Measure
1	16' Tape Measure
1	16oz Claw Hammer
1	Standard Siding Bar
2	Pipe Wrenches, 1-12" and 1-14"
1	12" Adjustable Wrench
1	8" Adjustable Wrench
1	Wrench Set-Box End/Open End Sizes: 3/8", 7/16", 1/2", 9/16", 5/8", 11/16" and 3/4"
1	3/8" Deep Well Socket Set w/6" Extension Ratchets--3/8", 7/16", 1/2", 9/16", 5/8", 11/16" and 3/4"
1	4" Regular, Straight Screw Driver
1	Small, Straight Screw Driver
1	4" Regular, Phillips Screw Driver
1	6" Needle-Nose Pliers w/ Side Cut, Wire Strip
1	8" Regular Pliers
1	7" Locking Pliers
1	Tool Box for Tools
1	Hack Saw
1	3-Sided Sloan Valve Adjustable Wrench
1	Diagonal Wire Cutting Pliers
1	Razor Knife
1	12" Small Level
1	Tri-Square
1	1 1/2 Round File/Flat File
1	Cat Paw Nail Puller

APPENDIX C**RANGER II -- TOOL LIST**

Battery Post Cleaner
 1 16' Tape Measure
 2 Pipe Wrenches, 1 12" and 1 14"
 Screw Extractor Set
 Channel Locks--Set of 2
 Vice Grips--Set of 3
 Channel Locks--Needle Nose
 Side Cutters
 Wire Strippers
 Ball Peen Hammers, Set of 3
 Hacksaw
 Adjustable Wrench 10"
 Adjustable wrench 8"
 Electric Tester
 OHM Meter
 Torx Screw Driver Set
 Distributor Wrench--13 mm and 15 mm
 Distributor Wrench--1/2" and 9/16"
 Steering Wheel Puller Set
 Antifreeze Tester
 Antifreeze Pressure Tester
 Tap & Dye Set
 Flaring Tool Kit
 Clutch Alignment Tool Set--12 piece
 Line Wrench--3/8" to 5/8"
 Line Wrench--10 mm, 12mm, 16 mm, and 18 mm
 Open Box End Wrench--3/8" to 1"
 Open Box End Wrench--10mm to 24mm
 Box End Wrench--8 mm to 20mm
 1/4" Ratchet
 1/2" Nut Driver
 1/4" Sockets--3/16" to 9/16" (deep and shallow)
 1/4" metric--6mm to 13mm (deep and shallow)
 1/4" extension--3" and 4"
 Air Drill--3/8"
 Air Ratchet--3/8"
 Air Cut-Off Wheel With Grinder
 1/2" Air Impact Gun
 1/2" Sockets--7/16" to 1-1/8" (deep and shallow)
 1/2" Sockets--7/16" to 1-1/8" (shallow) (impact)
 1/2" Breaker Bar
 1/2" Ratchet
 1/2" Torque Wrench-Foot Pound
 1/2" Universal (impact)
 1/2" Extension --12"
 5/8" Plug Socket
 13/16" Plug Socket

Plug Wire Pliers
2 8-Piece Screw Driver Sets (Flat and Phillips)
1 5-Piece Brake Tool Set
2 Snap Ringer Pliers