

**SIGNATURE COPY**

**May 31, 2006**

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**AGREEMENT**

**BETWEEN**

**INGHAM COUNTY**

**AND**

**UNITED AUTOMOBILE AEROSPACE AND  
AGRICULTURAL IMPLEMENT WORKERS OF  
AMERICA (UAW) INGHAM COUNTY UNIT  
LOCAL 2256**

**FOR THE**

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

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**JANUARY 1, 2006 THROUGH DECEMBER 31, 2008**

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## **AGREEMENT**

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

This Agreement shall remain in force and effect commencing the 1st day of January, 2006, through the 31st day of December, 2008.

## **PREAMBLE**

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

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

## **ARTICLE 1** **RECOGNITION**

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

- A. Law Enforcement employees of the Sheriff Department covered by the Agreement between the County of Ingham, the Ingham County Sheriff, and Lodge #141, Fraternal Order of Police, Ingham County Division;
- B. Employees of the Animal Control Department covered by the Agreement between the County of Ingham and Lodge #141, Fraternal Order of Police, Ingham County Division;
- C. Employees of the Ingham County Health Department classified as Public Health Nurses or other classifications of Registered Nursing and covered by the Agreement between the County of Ingham and the Ingham County Employees' Association;
- D. Also excluded from representation in the bargaining unit covered by this Agreement are employees classified and compensated as Professional, Confidential, Managerial, or Supervisory personnel of Ingham County;
- E. Further excluded are Assistant Prosecuting Attorneys included in the Agreement between the Ingham County Employees' Association, Prosecutor, and the County of

Ingham;

F. Excluding certain employees of the Thirtieth Judicial Circuit Court, including the following:

- 1) Circuit Court Division: Judges, Court Administrator, Administrative Assistant/Circuit Court, Court Officer/Research Clerks;
- 2) Friend of the Court Division: Friend of the Court, Assistant Friend of the Court/Legal, Assistant Friend of the Court/Operations
- 3) Deputy Circuit Court Administrator;
- 4) Judicial Assistants of Circuit Court Judges.

G. Excluding Judicial Assistants/Probate Court.

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

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

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

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

**Section 1.** The UNION recognizes that the EMPLOYER reserves and retains, solely and exclusively, all rights to manage and operate the EMPLOYER'S affairs.

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

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

**Section 2.** The EMPLOYER shall have, within its discretion, the right to make, amend, supplement or delete rules and regulations. However, the UNION Unit Chairperson and UAW International Representative shall receive a copy of any new or modified rule or regulation ten (10) days prior to its effective date, unless conditions warrant necessary immediate implementation. Said rules shall be transmitted to the Human Resources Office for its review. If there is concern regarding the fairness of the rule or rule change, the UNION Unit Chairperson or UAW International Representative may request a special conference between the UNION, a representative of the Human Resources Department, the Department Head, or his/her

representative, and the Chairperson of the County Services Committee to discuss the reasonableness of the rule. In no case will the rule change or new rule become subject to the grievance procedure unless that rule, as applied, violates a provision of the collective bargaining agreement.

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

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

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

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

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

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

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

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

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

- 1) Vacation, vacation bonus, sick leave, funeral leave and holiday pay on a prorated basis.
- 2) Dental coverage the same as full-time employees are eligible to receive.
- 3) Overtime compensation, but only if said employees work over forty (40) hours per week.
- 4) Said employees shall not receive overtime compensation if they work over eight

(8) hours in any one given day.

- 5) Said employees shall also be eligible to receive two-person hospitalization insurance coverage paid by the EMPLOYER.
- 6) Retirement benefits where eligible on a prorated basis in proportion to their work schedule.
- 7) Life insurance as provided in Article 21.

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

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

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

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

- 1) Be paid for their hours worked at the regular rate of their salary grade.
- 2) Receive overtime pay on the same basis as three-quarter time employees.
- 3) Receive vacation, vacation bonus, sick leave, holiday pay, and funeral leave at one-half the rate that full-time employees are eligible to receive.
- 4) Receive health insurance at the single subscriber rate.
- 5) Receive dental coverage the same as full-time employees are eligible to receive.
- 6) Retirement benefits where eligible on a prorated basis in proportion to their work schedule.
- 7) Shared time employees who are regularly scheduled to work eight (8) hours on a holiday will receive eight (8) hours of holiday pay. The other shared time employee not regularly scheduled to work on the holiday will not be eligible for any holiday pay.
- 8) Shared time employees who are regularly scheduled to work four (4) hours on a holiday will receive four (4) hours each of holiday pay.
- 9) Life insurance as provided in Article 21.

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 1040 hours in a 12 month period in the same position in the same department will be considered a temporary employee and shall not attain seniority in the bargaining unit and shall be compensated by wages



only, and shall not be covered by the provisions of this Agreement.

This period may be extended for an additional 520 hours, provided the temporary employee is not used to displace a regular employee who is on layoff status. Should the employee work a total of 1,560 hours in a 12 month period in the same position in the same department, the employee shall be eligible for fringe benefits afforded to regular employees after said 1,560 hours, and shall acquire seniority dated back six (6) months from the date he or she completed the 1,560 hours.

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

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

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

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

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

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

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

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

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

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

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

## **ARTICLE 7** **SENIORITY**

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

### Section 2. Probationary Period.

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

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

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

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

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

A. He/she voluntarily resigns;

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

## **ARTICLE 8**

### **LAYOFF**

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

As a result of a position(s) being eliminated, as stated above, the employee in that position, shall be laid off, however, he/she may exercise his/her bumping rights as provided for 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.** In the event of lay-off, the laid off employee may choose to receive payment for all his/her accumulated vacation time, to be paid within thirty (30) days after being laid off, or the employee may choose to keep his/her accrued vacation on the books for the length of time of

his/her recall rights. In the event the employee is not recalled within that period of time, the employee shall notify the EMPLOYER thirty (30) days prior to the end of his/her recall rights if he/she wishes to receive payment for vacation accumulations.

#### Section 5.

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

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

Section 6. When a regular County funded employee position transfers to a grant funded position, seniority, for the purposes of layoff, shall be computed from the date of hire in the regular County funded position. Seniority time shall be continued while the employee is funded by the grant. 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 7. 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 8. Leaves of Absence. Employees on an approved leave of absence may exercise their seniority, in the event there has been a layoff during the term of the employee's leave of absence, upon their return.

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

##### Full-Time Employees

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

##### Part-Time Employees

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

##### Special Part-Time Employees

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

#### Section 10. 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 9** **BUMPING**

Section 1. After a position has been eliminated, the employee occupying the eliminated position may exercise his/her bumping rights in the same seniority groups, within the same department, under the conditions stated below, 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 7 and ARTICLE 8.

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 ½) 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 10** **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 15¢ per hour paid on a payroll period basis.

## **ARTICLE 11** **JOB OPENINGS AND TEMPORARY ASSIGNMENTS**

Section 1. Job Openings. In the event of a newly created position or an opening in a



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

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

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

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

### Section 3. Referrals.

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

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

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

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

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

In the event the position that an employee was promoted or transferred from is eliminated

during the trial period and he/she subsequently decides or is required to return to the former position, under those circumstances, the seniority and layoff provisions of the contract will apply.

**ARTICLE 12**  
**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 13**  
**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 County Services Committee shall meet to discuss the grievance at the next regularly scheduled committee meeting, provided that said grievance is received by the Human Resources Director in writing at least five (5) work days prior to the next meeting. The County Human Resources Director shall notify the UNION and the aggrieved employee in writing at least four (4) work days prior to the meeting. At this meeting, the County Services Committee will review the facts as they relate to the interpretation and application of this Agreement. The County Services Committee shall reply with its decision, in writing, no later than three (3) work days following said meeting. If the decision of the County Services Committee is unsatisfactory to the UNION, or if the EMPLOYER desires, said dispute may be submitted within fifteen (15) work days for arbitration in accordance with the procedures and rules of the American Arbitration Association. The fees and approved expenses of said arbitration shall be borne equally by the EMPLOYER and the UNION.

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

### Section 3.

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

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

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

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

E. Any grievance not appealed by the employee or UNION within the time limits shall be deemed settled on the basis of the EMPLOYER'S last answer.

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

Section 4. Notwithstanding any other provisions hereof, any employee may elect to present or pursue such employee's grievance under this Article without assistance from or

representation by the UNION. A copy of any agreement reached shall be given to the UNION.

## **ARTICLE 14**

### **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 15** **GRIEVANCE PROCEDURE FOR ALL** **OTHER EMPLOYEES IN THE BARGAINING UNIT**

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

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

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



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

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

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

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

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

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

This committee shall render its written decision within five (5) work days after the meeting. If the decision of the committee is unsatisfactory to the employee, or if the elected official

involved desires, said disciplinary dispute may be submitted within fifteen (15) work days to binding arbitration according to the rules and regulations of the American Arbitration Association. Fees and expenses of the American Arbitration Association shall be borne equally by the EMPLOYER and the UNION.

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

### Section 3.

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

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

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

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

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

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

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

## **ARTICLE 16** **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 17** **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 actions may be used in cases involving the same type of infractions in which a suspension was imposed. The 2 year limitation shall be from the time the prior infraction occurred to when the discipline or discharge is actually imposed.

## **ARTICLE 18** **UNION RIGHTS**

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

Section 2. Stewards. The steward shall be a regular full-time employee who has been employed for at least one (1) year. Said stewards shall represent the employees covered by this Agreement. There shall be a maximum of three (3) stewards for Mason facilities, a maximum of three (3) stewards for the Human Services Building and a maximum of three (3) stewards for Downtown Lansing facilities. There shall be one (1) Chief Steward for Mason and one Chief Steward for Lansing. Each steward shall represent in their designated area. In the event that no steward is available in their area, the Chief Steward for that area shall provide representation.

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

B. Circuit Court Employees Only. Reasonable arrangements will be made to allow stewards time off with pay, with prior permission of their supervisor, during their regular working hours for the purpose of investigating grievances and to attend grievance meetings. Stewards shall have access to court or office premises for the purpose of investigating and adjusting any complaints and grievances by arranging with the respective division heads to visit such premises during regular working hours, but in no event shall the steward interfere with the maintenance of discipline or the regular work being carried on in the division. The court or office premises may be used for grievance interviews. Stewards shall investigate and present the grievances to the

division heads through the grievance procedure. In the event the steward is absent, an alternate steward may perform his/her functions, provided they have conformed with the above requirements in notifying the division head, giving him/her reasonable time to adjust for their absences during such periods while they are investigating or processing grievance procedures. This section applies to the Circuit Court only.

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

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

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

Section 5. Special Meetings.

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

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

Section 6. Bargaining Committee. The EMPLOYER hereby recognizes a bargaining committee composed of 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, prepare for negotiations, and to conduct other necessary UNION business without loss of pay. Necessary UNION business only covers those employees covered under this contract. Notwithstanding the above, no individual UNION Unit Officer shall be permitted to use more than eight (8) hours per month for the above-stated purposes, which time shall be deducted from the eleven (11) hours total. Prior approval of the Department Head, or his/her designated representative, is required before taking such time off.

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

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

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

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

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

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

## **ARTICLE 19** **UNION SECURITY AND CHECKOFF**

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

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

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

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

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

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

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

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

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

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

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

Section 4. Continued Employment. The UNION shall notify an employee who has not

paid his/her dues or representation fee by certified mail, with a copy to the EMPLOYER. If said employee does not pay the dues or representation fee within thirty (30) days after said notice is received, the UNION shall notify the EMPLOYER by certified mail of this omission. Fifteen (15) days after receipt of notification by the EMPLOYER, the EMPLOYER shall terminate said employee.

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

## **ARTICLE 20** **HOSPITALIZATION - MEDICAL COVERAGE**

Section 1. Health Insurance Program. Effective January 1, 2006, the EMPLOYER will offer the following health insurance programs for eligible full-time employees and legal dependents.

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.

Prescription Drug Plan 1: Prescription drug copayments for generic drugs will be \$0.00. Prescription drug copayments for brand drugs will be based on a formulary. Brands listed under "Generic Copay" heading will have a \$0.00 copay. Formulary brand copay will be 20%, but not more than \$35.00. Non formulary brand copay will 25%, but not less than \$25.00 and not more than \$45.00. Maximum out-of-pocket expenses for drugs for each health care plan participant contract will be \$1,100.00 per year. Coverage for mail order will also be provided, and a 90-day supply of any properly prescribed drug will only be available through mail order. A 90-day supply of designated maintenance drugs shall also be available at retail pharmacies. The formulary and list of medications available in 90-day quantities at retail pharmacies shall be subject to periodic review and revision.

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.

Prescription Drug Plan 1: Prescription drug copayments for generic drugs will be \$0.00. Prescription drug copayments for brand drugs will be based on a formulary. Brands listed under "Generic Copay" heading will have a \$0.00 copay. Formulary brand copay will be 20%, but not more than \$35.00. Non formulary brand copay will 25%, but not less than \$25.00 and not more than \$45.00. Maximum out-of-pocket expenses for drugs for each health care plan participant contract will be \$1,100.00 per year. Coverage for mail order will also be provided, and a 90-day supply of any properly prescribed drug will

only be available through mail order. A 90-day supply of designated maintenance drugs shall also be available at retail pharmacies. The formulary and list of medications available in 90-day quantities at retail pharmacies shall be subject to periodic review and revision.

### Option 3:

#### Health Advantage - High Plan

Prescription drug coverage will be provided by the EMPLOYER through a pharmacy benefits manager.

Prescription Drug Plan 1: Prescription drug copayments for generic drugs will be \$0.00. Prescription drug copayments for brand drugs will be based on a formulary. Brands listed under "Generic Copay" heading will have a \$0.00 copay. Formulary brand copay will be 20%, but not more than \$35.00. Non formulary brand copay will be 25%, but not less than \$25.00 and not more than \$45.00. Maximum out-of-pocket expenses for drugs for each health care plan participant contract will be \$1,100.00 per year. Coverage for mail order will also be provided, and a 90-day supply of any properly prescribed drug will be available through mail order for a single month copay. A 90-day supply of designated maintenance drugs shall also be available at retail pharmacies for a single month copay. The formulary and list of medications available in 90-day quantities at retail pharmacies shall be subject to periodic review and revision.

### Option 4:

#### Health Advantage - Low Plan

Prescription Drug Plan 3: Prescription drug coverage will be provided by the EMPLOYER through a pharmacy benefits manager. Generic drugs shall have a \$2.00 copay. Prescription drug copayments for brand drugs will be based on a formulary. Brands listed under "Generic Copay" heading will have a \$2.00 copay. Formulary brand copay will be 25%, but not less than \$15.00 and not more than \$35.00. Non formulary brand copay will be 25%, but not less than \$25.00 and not more than \$45.00. Maximum out-of-pocket expenses for drugs for each health care plan participant contract will be \$1,100.00 per year. Coverage for mail order will also be provided, and a 90-day supply of any properly prescribed drug will be available through mail order for a single month copay. A 90-day supply of designated maintenance drugs shall also be available at retail pharmacies for a single month copay. The formulary and list of medications available in 90-day quantities at retail pharmacies shall be subject to periodic review and revision Prescription drug copayments will be \$2.00 for generic drugs, 25% for brand drugs, with a minimum of \$15.00 and a maximum of \$35.00. Maximum out-of-pocket expenses for drugs for each health care plan participant contract will be \$1,100.00 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. Generic drugs shall have a \$2.00 copay. Prescription drug copayments for brand drugs will be based on a formulary. Brands listed under "Generic Copay" heading will have a \$2.00 copay. Formulary brand copay will be 25%, but not less than \$15.00 and not more than \$35.00. Non formulary brand copay will be 25%, but not less than \$25.00 and not more than \$45.00. Maximum out-of-pocket expenses for drugs for each health care plan participant contract will be \$1,100.00 per year. Coverage for mail order will also be provided, and a 90-day supply of any properly prescribed drug will be available through mail order for a single month copay. A 90-day supply of designated maintenance drugs shall also be available at retail pharmacies for a single month copay. The formulary and list of medications available in 90-day quantities at retail pharmacies shall be subject to periodic review and revision. Prescription drug copayments will be \$2.00 for generic drugs, 25% for brand drugs, with a minimum of \$15.00 and a maximum of \$35.00. Maximum out-of-pocket expenses for drugs for each health care plan participant contract will be \$1,100.00 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, 2006, 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	=	\$672.13
2-Person	=	\$598.84
Single	=	\$286.01
Retirees	=	\$303.03

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 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 Health Care Cost Containment Committee shall also review and adjust potential revisions in the health Insurance waiver payment levels based on encouraging and increasing waiver participation among employees eligible to waive insurance. The EMPLOYER will provide the UNION and the Committee new health care premium rates as soon as they are available.

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

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

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

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

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

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

Full Family	=	\$185.43
2-Person	=	\$165.21
Single	=	\$78.91

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

Section 9. In the event a husband and wife are both employees of the County, or any of the Courts of Ingham County, the payment provisions in lieu of health insurance coverage as stated under Section 8 shall be mandatory. Those employees shall not be permitted to have double health insurance coverage from the same or different options noted in this Article. Employees losing medical coverage from their spouse shall notify the County Financial Services Department in time so that the employee may re-enroll in a health care plan beginning the first day of the month following the loss of alternate coverage. The payment in lieu of health insurance will be at the single payment rate.

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

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

Section 11. To the extent permitted by law, domestic partner benefit coverage extended

or provided to County non-union or management employees, as may hereinafter be changed from time to time, shall be extended or provided to this Bargaining Unit.

## **ARTICLE 21** **LIFE INSURANCE**

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

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

Section 3. If employed for six (6) consecutive months in a permanent position, the Employer will provide \$10,000 of life insurance to three-quarter time employees and \$7,500 for shared-time and part-time employees. The requirements under Article 21, Section 2, shall apply.

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

## **ARTICLE 22** **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

If agreed upon with all County-wide bargaining unit employees, Columbus Day will be eliminated as a holiday with full-time employees receiving eight (8) additional vacation bonus hours and part-time, three-quarter time and shared-time employees receiving an appropriate prorated amount of the eight (8) additional vacation bonus hours. If agreed upon by all County-wide bargaining unit, both Christmas Eve and New Year's Eve will be paid holidays every year in lieu of Section 6.

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

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

Section 3. When a holiday falls within an employee's vacation period and the employee is

absent from work because of vacation, the employee will receive compensation for that day as a holiday, and the day will not be considered as a vacation day.

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

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

Section 6. Non-Probationary employees 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 23** **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 January 1<sup>st</sup> of each year, 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 31<sup>st</sup> of each year. This vacation bonus will not accumulate nor will it be paid upon any termination of employment.

Section 9. Three-Quarter and Part-Time Employees. Part-time employees shall earn

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

## **ARTICLE 24**

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

B. Employees may use accumulated sick time for approved leave of absences relating to a Family Medical Leave request when it is necessary, as medically certified, to care for a family member. This is in addition to the time granted in subsection A above. This sick leave use will be granted after the employee has exhausted other available paid time. There shall be no donation of sick leave for care of family members.

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 (½) of the balance of the sick leave credit earned but unused during the twelve (12) month period commencing with the first pay period that ends in January of each year, at the base rate of compensation in place during December of the contract year, to a maximum of forty (40) hours. The remainder of the employee's sick leave balance shall accumulate as set forth in Section 2 of this Article. The payment request shall be submitted on the designated form no later than December 15th, and payment therefor shall be received no later than January 15th of each year.

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

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

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

#### **Section 14. Special Leaves.**

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

under unusual circumstances.

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

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

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

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

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

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

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

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

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



sick time unless they have ten (10) or more days accumulated.

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

## **ARTICLE 25** **DISABILITY PLAN**

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

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

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

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

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

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

## **ARTICLE 26** **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 TWENTY THOUSAND DOLLARS (\$20,000.00).

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

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

Section 6. It is expressly understood and agreed that worker's compensation is not

considered paid time or "compensation" for the purposes of this Article.

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

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

## **ARTICLE 27** **RETIREMENT**

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

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

### Section 2.

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

B. Employees who have met the vesting requirements with Ingham County service only, and who are immediately eligible for retirement benefits shall be provided single subscriber health and hospitalization coverage. Retirees shall receive the same health coverage options as active employees, if available, with a benchmark as set forth in Article 20, including the increase in the benchmark as set for in Article 20. 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 have met the vesting requirements with Ingham County service only, and who retire during the period of this Agreement, and are immediately eligible for retirement benefits as provided in the above plan, shall be provided with \$2,000.00 life insurance coverage, payable to their beneficiary at the time of their death, and the total cost of this coverage shall be borne by the EMPLOYER.

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

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

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

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

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

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

## **ARTICLE 28** **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, parking reimbursement will be made on a monthly basis for said employee or the EMPLOYER may

provide the parking for such employees. Employees who are not required to drive their vehicles in the course of their employment will be reimbursed on a monthly basis up to the minimum rate at City of Lansing ramps closest to where the employee is normally scheduled to work if space is available, if the minimum rate space is not available, the EMPLOYER will pay for the next lowest costly space that is available, provided the employee furnishes satisfactory proof of payment, and is not provided with free parking by the County or the EMPLOYER may provide the parking for such employees.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **ARTICLE 29**

### **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 30** **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 31** **SALARIES**

#### Section 1. Salaries.

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

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

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 31. In the event there is a dispute regarding whether or not the change is or is not within one's career field, the EMPLOYER and the UNION's International Representative shall meet to resolve same.
- 7) There will be no change of anniversary dates for the purpose of step increases when employees change positions in the same salary grade (lateral transfer) within the UAW bargaining unit.

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

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

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

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

**SALARY SCHEDULE**  
**2006 RATES - EFFECTIVE JANUARY 1, 2006\***

<b>Redlined Grades 1-15</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>
01	23,648	24,497	24,972	26,448	27,323
02	24,160	25,010	25,629	27,177	28,094
03	24,642	25,515	26,121	27,933	28,874
04	25,271	26,203	26,823	28,561	29,517
05	25,915	26,823	27,475	29,190	30,153
06	26,669	27,621	28,247	30,061	31,063
07	27,744	28,700	29,383	31,309	32,373
08	28,866	30,113	30,826	32,664	33,743
09	30,061	31,447	32,487	34,348	35,504
10	31,316	32,671	33,860	35,796	37,019
11	32,716	34,180	35,181	37,241	38,512
12	34,639	36,375	37,059	39,195	40,516
13	36,186	38,104	38,935	41,275	42,683
15 Bldg./ Constr Super & Dental Hygienist	44,337	46,706	49,026	50,622	52,356
A	22,601	23,643	24,760	25,903	27,122
B	24,177	25,320	26,486	27,732	29,028
C	25,878	27,071	28,341	29,661	31,063
D	27,682	28,976	30,321	31,743	33,218
E	29,586	30,957	32,404	33,927	35,504
F	31,337	32,786	34,334	35,934	37,610
G	33,218	34,766	36,393	38,093	39,870
H	35,223	36,874	38,600	40,404	42,283
I	37,330	39,084	40,911	42,817	44,821

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

**2007 RATES - EFFECTIVE JANUARY 1, 2007**

<b>Redlined Grades 1-15</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>
01	24,239	25,109	25,596	27,109	28,006
02	24,764	25,635	26,270	27,856	28,796
03	25,258	26,153	26,774	28,631	29,596
04	25,903	26,858	27,494	29,275	30,255
05	26,563	27,494	28,162	29,920	30,907
06	27,336	28,312	28,953	30,813	31,840
07	28,438	29,417	30,118	32,092	33,182
08	29,588	30,866	31,597	33,481	34,587
09	30,813	32,233	33,299	35,207	36,392
10	32,099	33,488	34,706	36,691	37,944
11	33,534	35,034	36,061	38,172	39,475
12	35,505	37,284	37,985	40,175	41,529
13	37,091	39,057	39,908	42,307	43,750
15 Bldg./ Constr Super & Dental Hygienist	45,445	47,874	50,252	51,888	53,665
A	23,166	24,234	25,379	26,551	27,799
B	24,781	25,953	27,148	28,425	29,754
C	26,525	27,748	29,050	30,403	31,840
D	28,374	29,700	31,079	32,537	34,048
E	30,326	31,731	33,214	34,775	36,392
F	32,120	33,606	35,192	36,832	38,550
G	34,048	35,635	37,303	39,045	40,867
H	36,104	37,796	39,565	41,414	43,340
I	38,263	40,061	41,934	43,887	45,942

**2008 RATES - EFFECTIVE JANUARY 1, 2008**

<b>Redlined Grades 1-15</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>
01	24,966	25,862	26,364	27,922	28,846
02	25,507	26,404	27,058	28,692	29,660
03	26,016	26,938	27,577	29,490	30,484
04	26,680	27,664	28,319	30,153	31,163
05	27,360	28,319	29,007	30,818	31,834
06	28,156	29,161	29,822	31,737	32,795
07	29,291	30,300	31,022	33,055	34,177
08	30,476	31,792	32,545	34,485	35,625
09	31,737	33,200	34,298	36,263	37,484
10	33,062	34,493	35,747	37,792	39,082
11	34,540	36,085	37,143	39,317	40,659
12	36,570	38,403	39,125	41,380	42,775
13	38,204	40,229	41,105	43,576	45,062
15 Bldg./ Constr Super & Dental Hygienist	46,808	49,310	51,760	53,445	55,275
A	23,861	24,961	26,140	27,348	28,633
B	25,524	26,732	27,962	29,278	30,647
C	27,321	28,580	29,921	31,315	32,795
D	29,225	30,591	32,011	33,513	35,069
E	31,236	32,683	34,210	35,818	37,484
F	33,084	34,614	36,248	37,937	39,706
G	35,069	36,704	38,422	40,216	42,093
H	37,187	38,930	40,752	42,656	44,640
I	39,411	41,263	43,192	45,204	47,320

## **ARTICLE 32**

### **RECLASSIFICATIONS**

Section 1. Either the UNION or the EMPLOYER may bring up reclassification after the contract expires on December 31, 2008, in the negotiation process.

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

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

## **ARTICLE 33**

### **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%
<hr/>		
<u>Class II Benefits</u>	<u>Insurance Pays</u>	<u>Employee or Patient Pays</u>
Bridges, Partials 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 34**

### **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 35**

### **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 36** **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 37** **I.R.S. SECTION 125**

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

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

The above requirement is subject to and contingent upon CPA verification that the same

is permissible and will not jeopardize County tax deductions and is authorized by the IRS.

### **ARTICLE 38** **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 39** **TAX RATE ON SEPARATE CHECKS AND** **SALARY INCREASES ON ANNIVERSARY DATE**

The employee's actual tax rate will be used on separate paychecks, i.e., longevity.

### **ARTICLE 40** **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 EMPLOYER may change to another carrier.

### **ARTICLE 41** **VISION**

Unit members will be afforded the same vision insurance plan as managerial and confidential employees, being Vision Service Plan A.

### **ARTICLE 42** **SUBCONTRACTING**

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

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

### **ARTICLE 43** **FAMILY AND MEDICAL LEAVE ACT**

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





IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized representatives this \_\_\_\_\_ day of \_\_\_\_\_, 2006.

**COUNTY OF INGHAM**

**UNITED AUTO WORKERS**

\_\_\_\_\_  
Victor G. Celentino, Chairperson  
Board of Commissioners

\_\_\_\_\_  
Sally Auer, Bargaining Chairperson

\_\_\_\_\_  
Mike J. Bryanton, County Clerk

\_\_\_\_\_  
Steven Dawes, International  
Representative

\_\_\_\_\_  
Honorable R. George Economy  
Chief Probate Judge

\_\_\_\_\_  
Honorable William E. Collette  
Chief Circuit Judge

\_\_\_\_\_  
Honorable Rosemarie Aquilina  
Chief District Judge, 55th District

\_\_\_\_\_  
Stuart J. Dunnings, III, Prosecutor

\_\_\_\_\_  
Paula P. Johnson, Register of Deeds

\_\_\_\_\_  
Eric Schertzing, Treasurer

\_\_\_\_\_  
Patrick E. Lindemann  
Drain Commissioner

\_\_\_\_\_  
Gene L. Wriggelsworth, Sheriff

## LETTER OF UNDERSTANDING

### Full-Time/Shared Positions

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

#### 1. Definition

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

#### 2. Creation of a Full-Time/Shared Position

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

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

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

#### 4. Shared Work Schedule

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

#### 5. Reversibility

- (a) The County Services Committee may convert, at its discretion, the previously designated shared position back to a full-time position which will be filled through regular County employment procedures.

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

#### 6. Limits

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

#### 7. Longevity

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

#### 8. Fringe Benefits

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

#### 9. Layoff and Bumping

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

#### 10. Term

This Letter of Understanding shall remain in full force and effect through December 31, 2008.

**COUNTY OF INGHAM**

**UNITED AUTO WORKERS**

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Victor G. Celentino, Chairperson  
Board of Commissioners

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Sally Auer, Bargaining Chairperson

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Mike J. Bryanton, County Clerk

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Steven Dawes, International  
Representative

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Honorable R. George Economy  
Chief Probate Judge

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Honorable William E. Collette  
Chief Circuit Judge

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Honorable Rosemarie Aquilina  
Chief District Judge, 55th District

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Stuart J. Dunning, III, Prosecutor

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Paula P. Johnson, Register of Deeds

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Eric Schertzing, Treasurer

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Patrick E. Lindemann  
Drain Commissioner

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Gene L. Wriggelsworth, Sheriff

## 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 11, Section 2; and

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

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

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

- A. Regular Vacation Accumulations: He/she would accumulate vacation at the appropriate level for his/her years of service, on a pro-rated basis. That is, the difference between the part-time and full-time vacation accumulations will be added for each payroll period. The employee is not eligible for this additional time until he/she has completed ninety (90) consecutive calendar days of a full-time assignment, however, the additional time will be calculated retroactive to the first day of the full-time assignment.
- B. Sick Accumulations: The difference between part-time and full-time sick accumulations will be added for each payroll period. The employee is not eligible for this additional time until he/she has completed ninety (90) consecutive calendar days of a full-time assignment, however, the additional time will be calculated retroactive to the first day of the full time assignment.
- C. Holidays: In the event a holiday falls during the full-time assignment, and an employee has completed ninety (90) consecutive calendar days of a full-time assignment, he/she will receive a total of eight (8) hours of holiday pay for each holiday during the full-time assignment. Shared-time employees who are regularly scheduled to work eight (8) hours on a holiday will receive eight (8) hours of holiday pay and the shared-time employee not regularly scheduled for the holiday will be ineligible for any holiday pay. Shared time employees who are regularly scheduled to work four (4) hours on a holiday will receive four (4) hours each of holiday pay.
- D. THERE WILL BE NO OTHER CHANGE FROM PART-TIME TO FULL-TIME BENEFITS.
- E. In the event an employee is temporarily assigned and works for six (6) consecutive

calendar months in a full-time assignment, he/she will be afforded regular full-time benefits commencing with the beginning of the first calendar month after completion of six (6) consecutive months in the full-time assignment, provided he/she provides prior written notice to the Human Resources Office.

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

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

## COUNTY OF INGHAM

## UNITED AUTO WORKERS

\_\_\_\_\_  
Victor G. Celentino, Chairperson  
Board of Commissioners

\_\_\_\_\_  
Sally Auer, Bargaining Chairperson

\_\_\_\_\_  
Mike J. Bryanton, County Clerk

\_\_\_\_\_  
Steven Dawes, International  
Representative

\_\_\_\_\_  
Honorable R. George Economy  
Chief Probate Judge

\_\_\_\_\_  
Honorable William E. Collette  
Chief Circuit Judge

\_\_\_\_\_  
Honorable Rosemarie Aquilina  
Chief District Judge, 55th District

\_\_\_\_\_  
Stuart J. Dunnings, III, Prosecutor

\_\_\_\_\_  
Paula P. Johnson, Register of Deeds

\_\_\_\_\_  
Eric Schertzing, Treasurer

\_\_\_\_\_  
Patrick E. Lindemann  
Drain Commissioner

Gene L. Wriggelsworth, Sheriff



## LETTER OF UNDERSTANDING

### Time Clocks

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

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

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

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

#### COUNTY OF INGHAM

#### UNITED AUTO WORKERS

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Victor G. Celentino, Chairperson  
Board of Commissioners

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Sally Auer, Bargaining Chairperson

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Mike J. Bryanton, County Clerk

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Steven Dawes, International  
Representative

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Honorable R. George Economy  
Chief Probate Judge

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Honorable William E. Collette  
Chief Circuit Judge

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Honorable Rosemarie Aquilina  
Chief District Judge, 55th District

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Stuart J. Dunnings, III, Prosecutor

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Paula P. Johnson, Register of Deeds

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Eric Schertzing, Treasurer

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Patrick E. Lindemann

Drain Commissioner

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Gene L. Wriggelsworth, Sheriff

## LETTER OF UNDERSTANDING

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

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

WHEREAS, such collective bargaining agreement references job openings and temporary assignments in Article 11, Section 2; and

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

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

1. In the event a part-time or shared-time employee is temporarily assigned by his/her department head through an approved Personnel Action Request to three- quarter time status, either in his/her current position or in a different classification, that he/she be eligible for the following benefits effective from and after the ninety-first (91st) consecutive calendar day of working in that three-quarter time assignment:
  - A. Regular Vacation Accumulations: He/she would accumulate vacation at the appropriate level for his/her years of service, on a pro-rated basis. That is, the difference between the part-time/shared-time and three-quarter time vacation accumulations will be added for each payroll period. The employee is not eligible for this additional time until he/she has completed ninety (90) consecutive calendar days of a three-quarter time assignment, however, the additional time will be calculated retroactive to the first day of the three-quarter time assignment.
  - B. Sick Accumulations: The difference between part-time/shared-time and three-quarter time sick accumulations will be added for each payroll period. The employee is not eligible for this additional time until he/she has completed ninety (90) consecutive calendar days of a three-quarter time assignment, however, the additional time will be calculated retroactive to the first day of the three-quarter time assignment.
  - C. Holidays: In the event a holiday falls during the three-quarter time assignment, and an employee has completed ninety (90) consecutive calendar days of a three-quarter time assignment, he/she will receive a total of six (6) hours of holiday pay for each holiday during the three-quarter time assignment dependent upon his/her schedule. For example, part-time/shared-time employees who are regularly scheduled to work eight (8) hours on a holiday will receive eight (8) hours of holiday pay and the part-time/shared-time employee not regularly scheduled for the holiday will be ineligible for any holiday pay.
  - D. THERE WILL BE NO OTHER CHANGE FROM PART-TIME TO THREE-QUARTER TIME BENEFITS.

- E. In the event an employee is temporarily assigned and works for six (6) consecutive calendar months in a three-quarter time assignment, he/she will be afforded regular three-quarter time benefits commencing with the beginning of the first calendar month after completion of six (6) consecutive months in the three-quarter time assignment, provided he/she provides prior written notice to the Human Resources Office.

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

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

## **COUNTY OF INGHAM**

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Victor G. Celentino, Chairperson  
Board of Commissioners

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Mike J. Bryanton, County Clerk

---

Honorable R. George Economy  
Chief Probate Judge

---

Honorable William E. Collette  
Chief Circuit Judge

---

Honorable Rosemarie Aquilina  
Chief District Judge, 55th District

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Stuart J. Dunnings, III, Prosecutor

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Paula P. Johnson, Register of Deeds

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Eric Schertzing, Treasurer

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Patrick E. Lindemann  
Drain Commissioner

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## **UNITED AUTO WORKERS**

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Sally Auer, Bargaining Chairperson

---

Steven Dawes, International  
Representative

Gene L. Wriggelsworth, Sheriff

## LETTER OF UNDERSTANDING

### Youth Center

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

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

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

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

1. Additional staff may be utilized through the use of overtime first and then intermittent replacement workers under one or more of the following conditions:
  - a. The resident population exceeds 27.
  - b. Full-time Juvenile Detention Specialists are training new staff through job shadowing.
  - c. A resident is placed on suicide alert status by a court psychologist or manager resulting in close supervision to ensure the juvenile's safety.
2. Overtime shall be permitted under the following conditions:
  - a. All non-probationary, full-time and three-quarter (3/4) time staff will be placed on an overtime list. The list will be arranged by seniority, beginning with the person with the highest seniority in the first position on the list and descending from there.
  - b. When there is a necessity for overtime, staff will be contacted the first time starting with the first person on the list. Thereafter, staff will be contacted starting with the first person on the list after the last person that was contacted (or attempted to be contacted) on the list.
  - c. Each time a staff member is contacted (or attempted to be contacted), it will be documented as to the time and date of such contact (or attempted contact). A refusal of overtime will not adversely affect staff.
  - d. When the bottom of the list is reached, the supervisor will begin at the top and repeat the above stated procedure.
  - e. Staff contacted from the overtime list must be able to work the entire shift (shifts defined as 11 PM - 7 AM, 7 AM - 3 PM and 3 PM - 11 PM) for which there is a need for overtime (except when the overtime is a continuation of his/her shift, a maximum of 4 overtime hours will be offered).

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

**COUNTY OF INGHAM****UNITED AUTO WORKERS**


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Victor G. Celentino, Chairperson  
Board of Commissioners

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Sally Auer, Bargaining Chairperson

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Honorable William E. Collette  
Chief Circuit Judge

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Steven Dawes, International  
Representative

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Mike J. Bryanton, County Clerk

**LETTER OF UNDERSTANDING****On-Call Computer Technicians**

WHEREAS, the COUNTY OF INGHAM, a municipal body corporate of the State of Michigan (hereinafter referred to as the "Employer") and the UNITED AUTO WORKERS (hereinafter referred to as the "Union") have agreed to a collective bargaining agreement for the Technical, Office, Paraprofessional and Service (TOPS) employees unit from January 1, 2006, through December 31, 2008; and

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

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

1. Each Computer Technician (Network Technician) shall have weekly on-call status, on a rotating basis with the other Computer Technician(s) (Network Technician(s)).
2. On-call coverage shall be from 5:30 p.m. through 7:30 a.m. for weekdays and for the entire weekend (48 hours).
3. Computer Technicians (Network Technicians) who are on-call shall carry a beeper issued by the Employer, remain within its range, and be able to return to the Data Processing Department within one hour after being called in to work.
4. Computer Technicians (Network Technicians) shall be paid for on-call time at the rate of two (2) hours' straight time pay for each weekday and four (4) hours' straight time pay for each weekend day for a weekly total of eighteen (18) hours' straight time pay.
5. On-call pay for holidays shall be at the rate of four (4) hours' straight time pay, in addition to any regular compensation.
6. If an on-call Computer Technician (Network Technician) is called in to work, that Computer Technician (Network Technician) shall receive a minimum of two (2) hours' pay at the rate of time and one half as per the Parties' labor contract's call-back provision (Article 10, Section 5). This shall be in addition to on-call pay.
7. All the other terms and conditions specified in the parties' collective bargaining agreement shall remain in full force and effect, except as stated above.

**COUNTY OF INGHAM****UNITED AUTO WORKERS**


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Victor G. Celentino, Chairperson  
Board of Commissioners

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Sally Auer, Bargaining Chairperson

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Mike J. Bryanton, County Clerk

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Steven Dawes, International  
Representative



## LETTER OF UNDERSTANDING

### Vision and Hearing Technicians

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

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

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

**WHEREAS**, Hearing Technicians, Vision Technicians and Vision and Hearing Technicians may request an unpaid leave of absence for the summer months under Article 24, Section 14, of the collective bargaining agreement, but would become ineligible for longevity pursuant to Article 26, Section 1; and

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

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

1. Hearing Technicians, Vision Technicians and Vision and Hearing Technicians will not be found ineligible for a prorated longevity payment due only to this approved voluntary unpaid leave of absence during the non-school year summer months.

2. It is expressly understood and agreed by the parties hereto that because of the uniqueness of this particular set of factual circumstances, this letter agreement is without precedence or prejudice as to any other cases and the agreement, including the longevity article, shall remain in full force and effect as written for all other unit employees.

#### COUNTY OF INGHAM

\_\_\_\_\_  
Victor G. Celentino, Chairperson  
Board of Commissioners

\_\_\_\_\_  
Mike J. Bryanton, County Clerk

#### UNITED AUTO WORKERS

\_\_\_\_\_  
Sally Auer, Bargaining Chairperson

\_\_\_\_\_  
Steven Dawes, International  
Representative

## LETTER OF UNDERSTANDING

### Lateral Transfers

WHEREAS, the COUNTY OF INGHAM, a municipal body corporate of the State of Michigan, and the Ingham County Probate Court, Thirtieth Judicial Circuit Court and 55th Judicial District Court (hereinafter referred to as the "Employer") and the UNITED AUTO WORKERS (hereinafter referred to as the "Union") have agreed to a collective bargaining agreement for the Professional and Technical, Office, Paraprofessional and Service (TOPS) employees unit from January 1, 2006, through December 31, 2008; and

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

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

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

#### COUNTY OF INGHAM

#### UNITED AUTO WORKERS

\_\_\_\_\_  
Victor G. Celentino, Chairperson  
Board of Commissioners

\_\_\_\_\_  
Sally Auer, Bargaining Chairperson

\_\_\_\_\_  
Mike J. Bryanton, County Clerk

\_\_\_\_\_  
Steven Dawes, International  
Representative

\_\_\_\_\_  
Honorable R. George Economy  
Chief Probate Judge

\_\_\_\_\_  
Honorable William E. Collette  
Chief Circuit Judge

\_\_\_\_\_  
Honorable Rosemarie Aquilina  
Chief District Judge, 55th District

\_\_\_\_\_  
Stuart J. Dunnings, III, Prosecutor

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Paula P. Johnson, Register of Deeds

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Eric Schertzing, Treasurer

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Patrick E. Lindemann  
Drain Commissioner

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Gene L. Wriggelsworth, Sheriff

## LETTER OF UNDERSTANDING

### MIS Department - Computer Technicians

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

WHEREAS, such collective bargaining agreement references step movement within Article 31 (Salaries), Section 1C; and,

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

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

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

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

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

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

### EXAMPLES

#### COMPUTER TECHNICIANS

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
2006	\$37,330	\$39,084	\$40,911	\$42,817	\$44,821
2007	\$38,263	\$40,061	\$41,934	\$43,887	\$45,942
2008	\$39,411	\$41,263	\$43,192	\$45,204	\$47,320

EXAMPLE 1: DOH - 3-25-06 at Step 1 =	\$37,330
Complete Probation 9-25-06 / Move to Step 2 =	\$39,084
Completion of CNA / Move to Step 3 =	\$40,911
11-06	
Contractual Increase (2.5%) =	\$41,934
January, 2007	
Completion of CNE / Move to Step 4 =	\$43,887
June, 2007	
Step Increase - September, 2007 - Move =	\$45,942
to Step 5	
Contractual Increase - January 2008 =	\$47,320

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

EXAMPLE 2: DOH - 3-25-06 at Step 1 =	\$37,330
Complete Probation 9-25-06/Move to Step 2 =	\$39,084
Contractual Increase (2.5%) / Jan. 2007 =	\$40,061
Step Increase - September 2007 - Move =	\$41,934
to Step 3	
Contractual Increase - January 2008 =	\$39,913

EXAMPLE 3: DOH - 3-25-06 at Step 2 =	\$39,084
(Applicant has a CNA)	
Completion Probation 9-25-06/Move to Step 3 =	\$40,911
Contractual Increase (2.5%) / Jan 2007 =	\$41,934
Step Increase - September 2007 - Move =	\$43,887
to Step 4	
Completion of CNE - Move to Step 5 =	\$45,942
November 2007	
Contractual Increase - January 2008 =	\$47,320

BE IT FURTHER AGREED that in the event the market no longer dictates the above outlined step movement as determined by the Employer, step movement for the Computer Technician classification will return to the same procedure for step movement as outlined in Article 31, Section 1C. The bonus payment will be eliminated and the employees will be placed at the step closest to their current salary to a maximum of Step 5.

**COUNTY OF INGHAM****UNITED AUTO WORKERS**

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Victor G. Celentino, Chair,  
Board of Commissioners

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Sally Auer, Bargaining Chairperson

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Mike J. Bryanton, County Clerk

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Steven Dawes, International  
Representative

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Rodney Taylor, MIS Director

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Harold Hailey, Director  
Human Resources

## LETTER OF UNDERSTANDING

### Seniority and Service

WHEREAS, the COUNTY OF INGHAM, a municipal body corporate of the State of Michigan (hereinafter referred to as the "Employer") and the UNITED AUTO WORKERS (hereinafter referred to as the "Union") have agreed to a collective bargaining agreement for the Professional and Technical, Office, Paraprofessional and Service (TOPS) employees unit from January 1, 2006, through December 31, 2008; and

WHEREAS, the parties wish to modify the contract regarding service and seniority.

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

1. For purposes of bumping, only, "seniority" shall be defined as the length of the employee's continuous service within the TOPS bargaining unit, commencing from his/her last date of entry into the bargaining unit. The application of seniority shall be limited as applied to the terms and conditions contained in the Agreement.
2. "Service" for economic and fringe benefit purposes, shall mean the status attained by continuous length of service as an employee, in any classification(s) or Department(s) worked within Ingham County employment or any Ingham County Courts within any represented to non-represented unit. 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.
3. All the other terms and conditions specified in the collective bargaining agreement between the parties shall remain in full force and effect, except as stated above.

#### COUNTY OF INGHAM

#### UNITED AUTO WORKERS

\_\_\_\_\_  
Victor G. Celentino, Chairperson  
Board of Commissioners

\_\_\_\_\_  
Sally Auer, Bargaining Chairperson

\_\_\_\_\_  
Mike J. Bryanton, County Clerk

\_\_\_\_\_  
Steven Dawes, International  
Representative

\_\_\_\_\_  
Honorable R. George Economy  
Chief Probate Judge

\_\_\_\_\_  
Honorable William E. Collette  
Chief Circuit Judge

\_\_\_\_\_  
Honorable Rosemarie Aquilina  
Chief District Judge, 55th District

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Stuart J. Dunnings, III, Prosecutor

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Paula P. Johnson, Register of Deeds

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Eric Schertzing, Treasurer

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Patrick E. Lindemann  
Drain Commissioner

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Gene L. Wriggelsworth, Sheriff



## LETTER OF UNDERSTANDING

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

THIS LETTER OF UNDERSTANDING, executed this \_\_\_\_ day of \_\_\_\_\_, 2006, by and between the County of Ingham and the United Auto Workers Aerospace and Agricultural Implement Workers of America (UAW), Ingham County Unit, Local 2256 for the technical, office, para-professional, and service employees, is hereby agreed to by and between the parties as follows:

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

	<u>Step 5</u>
2006	\$52,356
2007	\$53,665
2008	\$55,275

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

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

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

IN WITNESS THEREOF, the parties have set their hands to this Agreement, this \_\_\_\_ day of \_\_\_\_\_, 2005.

#### COUNTY OF INGHAM

\_\_\_\_\_  
Victor G. Celentino, Chairperson  
Board of Commissioners

\_\_\_\_\_  
Mike J. Bryanton, County Clerk

\_\_\_\_\_  
Harold Hailey, Director  
Human Resources

#### UNITED AUTO WORKERS

\_\_\_\_\_  
Steven Dawes, International  
Representative

\_\_\_\_\_  
Sally Auer, Bargaining Chairperson

**ATTACHMENT A****TOPS SENIORITY GROUPS****Animal Control**

- A. Office Coordinator - F  
Redemption Clerk / Dispatcher - C

**Circuit Court/ Family Division**

- A. Juvenile Data Coordinator - H  
Administrative Assistant/FOC - G / Administrative Secretary/Family Court - G  
Court Records Coordinator - G / Enforcement Specialist - G / Juvenile Register - G  
Account Coordinator - F / Bench Warrant Clerk - F / Computer Operator - F /  
Investigative Coordinator - F / Legal Steno/FOC - F / Scheduling/Jury Clerk - F / Casework Assistant/Family Court - F / Secretary/Youth Center- F /  
Account Clerk/Cir. Ct. - F / Collections Technician - F  
Account Clerk III - E / Court of Claims Clerk - E / Court Recorder/Family Court - E / Jury Clerk - E / Deputy Juvenile Register III - E / Secretary/FOC - E / Unit Secretary/Circuit Court/Family Division-E  
Account Clerk II - D / Court Records Clerk - D / Deputy Clerk II - D /  
Deputy Juvenile Register II - D / Clerk Typist II - D  
Cashier - C / Court Information Clerk - C / Deputy Clerk I - C /  
Financial Investigations Assistant - C / Receptionist/FOC - C /  
Court Information Clerk - C  
File Clerk - B
- B. Juvenile Detention Specialist - G  
Court Officer/Family Court - E
- C. Head Cook/Youth Center - E  
Cook/Youth Center - C  
Custodian/Youth Center - B

**Cooperative Extension**

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

**County Clerk**

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

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

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

### **Drain Commissioner's Office**

- A. Administrative Assistant/Drain Office - G  
Specialist Clerk/Drain Office - F  
Account Clerk/Drain Office - E  
Secretary/Drain Office - D
- B. Drain Maintenance Supervisor - H  
Drain Maintenance Lead Worker - F  
Drain Maintenance Worker - E
- C. Enforcement Officer/Drain - F

### **Economic Development**

- A. Secretary/Development - E

### **Equalization and Tax Mapping**

- A. Secretary/Equalization - F

### **Facilities**

- A. Building Construction Supervisor / Separate Scale  
Building Maintenance Supervisor - H  
Building Maintenance Mechanic II - G  
Building Maintenance Mechanic I - E / Senior Groundskeeper - E /  
Maintenance Repair Worker II - E  
Maintenance Repair Worker - D / Groundskeeper II - D  
Lead Custodian - C / Groundskeeper I - C  
Custodian - B
- B. Secretary/Facilities - F

### **Fair Board**

- A. Maintenance Supervisor/Fair - F  
Maintenance Worker/Fair - E
- B. Secretary/Fair - E / Account Clerk II - E

### **Financial Services**

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

C

### **Health Department**

- A. MIS Coordinator/Health - H / Clinic Information Training Coordinator/Health - H
- B. Community Health Representative III - F  
Administrative Aide/Medical Examiner/Medical Director - E / Health Plan  
Management Assistant - E  
Community Health Representative II - D / Secretary/Health Department - D  
Community Health Representative I - C / Health Program Assistant - C
- C. Bookkeeping Coordinator A/P and A/R - F  
Purchasing Clerk/Health - E / Billing & Reporting Clerk - E  
Account Clerk/Health - D
- D. Clinic Assistant/Technician II/Health - E  
Clinic Assistant/Technician I/Health - D
- E. Dental Hygienist - Separate Scale  
Dental Assistant - D
- F. Hearing & Vision Technician - D
- G. Food Bank Specialist - D
- H. Environmental Health Assistant - F
- I. Family/Child/Infant Advocate II - F  
Education Specialist/Health - C / Family/Child/Infant Advocate - C

### **Management Information Systems**

- A. Operations Staff/MIS - F
- B. Jury & Telephone Coordinator - H  
MIS Administrative Clerk/Help Desk - E
- C. Computer Technician I / MIS Help Desk Specialist I

### **Project Sentry / Community Corrections**

- A. Administrative Specialist - Project Sentry - G  
Clerk Typist III - Project Sentry - D
- B. Lead Collections Monitor - E

### **Probate Court**

- A. Chief Deputy Probate Register - G  
Sr. Deputy Probate Register - F / Probate Court Assistant - F

### **Prosecuting Attorney**

- A. Administrative Assistant/Prosecutor's Office - G / Appellate Secretary / Legal  
Assistant - G / Victim Witness Assistant - G / Intake Coordinator - G  
Warrant Clerk - F  
Circuit Court Coordinator/Prosecutor's Office - E / District Court Coordinator - E /  
Secretary/Prosecutor's Office - E / Support Clerk/Systems Manager - E  
Clerk/Prosecutor's Office - D / Diversion Clerk/Prosecutor's Office - D /

Support Clerk - D  
Information Clerk - C

### **Purchasing / Reprographics & Printing Center**

- A. Senior Reprographics & Printing Operator - F  
Reprographics & Printing Operator - C
- B. Purchasing Assistant - G
- C. Courier - C

### **Register of Deeds**

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

### **Sheriff's Office**

- A. Mechanic/Sheriff - H
- B. Office Coordinator/Sheriff - G  
Account Clerk/Sheriff - E / Clerical Ass't. to Jail Administrator - E  
Records Clerk/Sheriff - D / Communications Operator - D  
Commissary Clerk - C
- C. Chief Cook/Jail - H  
Cook/Jail - E
- D. Jail Nurse/LPN - G

### **Treasurer**

- A. Account Clerk I/Treasurer - D

### **Veterans Affair**

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

**ATTACHMENT B****TOPS POSITIONS LIST**

<b><u>Job Title</u></b>	<b><u>Pay Grade</u></b>
4-H Account Clerk - MSU Ext	D
4-H Program Assistant	F
Account Clerk - Drain Office	E
Account Clerk I - Treasurer	D
Account Clerk II - Fair	E
Account Clerk II - FOC	D
Account Clerk III - FOC	E
Account Clerk - Circuit Court	F
Account Clerk - Health Dept.	D
Account Clerk - Sheriff	E
Account Coordinator - FOC	F
Accounts Payable Coord	G
Admin Aide-Med Exam-Med Dir	E
Admin Asst - FOC	G
Admin Asst - Drain Office	G
Admin Asst - Pros. Atty	G
Admin Asst - Purch & Prop	G
Admin Secretary - Family Ct	G
Admin Specialist - Proj Sentry	G
Appellate Secty - Legal Asst	G
Bench Warrant Clerk - FOC	F
Billing & Reporting Clerk	E
Bldg Construction Spvr	Separate Scale
Bldg Maintenance Mech I	E
Bldg Maintenance Mech II	G
Bldg Maintenance Spvr	H
Bookkeeping Coord - A/P Hlth	F
Bookkeeping Coord - A/R Hlth	F
Casework Asst - Family Court	F
Cashier - FOC	C
Chief Cook - Jail	H
Chief Deputy Probate Register	G
Chief District Court Clerk	G
Circuit Ct Coord - Pros Offc	E
Clerical Asst to Jail Admin	E
Clerk Typist II - Circuit Court	D
Clerk Typist II - FOC	D
Clerk Typist III - Project Sentry	D
Clerk - Financial Services	C

<b><u>Job Title</u></b>	<b><u>Pay Grade</u></b>
Clerk - Prosecutor's Office	D
Clinic Info Train Coord - Hlth Dept.	H
Clinical Asst / Tech I - Hlth	D
Clinical Asst / Tech II - Hlth	E
Clk Typist - MSU Extension	C

Collection Technician - Cir Ct	F
Collections Monitor	C
Commissary Clerk	C
Communications Operator	D
Community Hlth Rep I	C
Community Hlth Rep II	D
Community Hlth Rep III	F
Computer Operator - FOC	F
Computer Technician	I
Cook - Jail	E
Cook - Youth Center	C
Courier	C
Court Bailiff	E
Court Information Clerk	C
Court of Claims Clerk	E
Court Officer - Family Court	E
Court Recorder - Family Court	E
Court Records Clerk - FOC	D
Ct Records Coordinator - FOC	G
Custodian	B
Custodian - Youth Center	B
Dental Assistant	D
Dental Hygienist	Separate Scale
Dep Co Clerk - Elections Clerk	D
Deputy Clerk I - Circuit Court	C
Deputy Clerk II - Circuit Court	D
Deputy Co Clerk - Data Coord	E
Deputy County Clerk I	C
Deputy County Clerk II	D
Deputy Juvenile Register II	D
Deputy Juvenile Register III	E
District Court Clerk	D
District Court Coordinator - Pros	E
Document Coordinator - R of D	D

<b>Job Title</b>	<b>Pay Grade</b>
Document Processor - R of D	C
Drain Maint Lead Worker	F
Drain Maintenance Supervisor	H
Drain Maintenance Worker	E
Education Specialist - Health	C
Enforcement Officer – Drain	F
Enforcement Specialist	G
Environmental Health Asst	F
Family / Child / Infant Advocate	C
Famly/Child/Infant Advocate II	F
File Clerk - FOC	B
Financial Coordinator - Dist Ct	H
Financial Investigations Asst	C
Food Bank Specialist	D
Groundskeeper I	C
Groundskeeper II	D
Head Cook - Youth Center	E
Health Program Assistant	C
Health Plan Manage. Assistant	E
Hearing & Vision Technician	D
Index Clerk - R of D	D
Information Clerk	C
Insurance Billing Coord	F
Intake Coordinator	G
Investigative Coordinator	F
Jail Nurse - LPN	G
Jury & Telephone Coordinator	H
Jury Clerk - Circuit Court	E
<i>Juvenile</i> Data Coordinator	H
Juvenile Detention Specialist	G
Juvenile Register	G
Lead Collections Monitor	E
Lead Custodian	C
Legal Steno - FOC	F
Maintenance Mechanic I	E
Maintenance Repair Worker	D
Maintenance Repair Worker II	E
Maintenance Supervisor - Fair	F
Maintenance Worker - Fair	E
Mechanic - Sheriff	H
MIS Coordinator - Health Dept	H
Office Coord - Animal Control	F
Office Coordinator - Sheriff	G
Operations Staff - MIS	F

<b>Job Title</b>	<b>Pay Grade</b>
Probate Court Assistant	F
Purchasing Assistant	G
Purchasing Clerk - Health Dept	E
Receptionist / FOC	C
Records Clerk - Sheriff	D



Redemp Clk - Dispatcher / AC	C
Reprographics & Printing Opr.	C
Scheduling / Jury Clk - Family Ct	F
Screening & Referral Specialist	F
Secretary - Development	E
Secretary - Drain Office	D
Secretary - Equalization	F
Secretary - Facilities	F
Secretary - Fair	E
Secretary - FOC	E
Secretary - Health Department	D
Secretary - Prosecutor's Office	E
Secretary - Youth Center	F
Secretary - Court Recorder - Dist	G
Senior Groundskeeper	E
Sr. Dep. Probate Register	F
Sr. Reprographics & Printing Opr.	F
Specialist Clerk - Drain Office	F
Support Clerk - Pros Office	D
Support Clerk - Systems Mgr	E
System Adm / Index Clk - R of D	E
Transportation Officer	D
Unit Secty - Cir Ct Family Div	E
Vendor File Clerk	C
Vet Clk / Trust Fund Agent	D
Victim / Witness Assistant	G
Warrant Clerk	F