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**COLLECTIVE BARGAINING AGREEMENT  
BETWEEN  
COUNTY OF INGHAM  
AND  
FRATERNAL ORDER OF POLICE  
Capitol City Lodge No. 141  
FOR THE  
ANIMAL CONTROL OFFICERS, LICENSE  
ENFORCEMENT OFFICERS, ANIMAL SHELTER  
OPERATORS AND FIELD SUPERVISORY OFFICER**

**January 1, 2009 through December 31, 2011**

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## **PREFACE**

The COUNTY OF INGHAM (hereinafter referred to as "County") and the CAPITOL CITY LODGE NO. 141, FRATERNAL ORDER OF POLICE LABOR PROGRAM, INC. (hereinafter referred to as the "Lodge") recognize their moral and legal responsibilities under Federal, State, and local laws relating to fair employment practices.

The County and the Lodge recognize the moral and legal principles involved in the area of civil rights and have reaffirmed in their collective bargaining agreement their commitment not to discriminate because of race, creed, color, national origin, age, sex (including sexual harassment, sexual orientation, or sexual preference), religion, marital status, handicap, height, weight, or political affiliation.

## **AGREEMENT**

This Agreement shall be effective January 1, 2009, by and between the COUNTY OF INGHAM (hereinafter referred to as the "County") and the CAPITOL CITY LODGE NO. 141, FRATERNAL ORDER OF POLICE LABOR PROGRAM, INC. (hereinafter referred to as the "Lodge").

It is the intent and purpose of this Agreement to assure sound and mutually beneficial working and economic relationships between the parties hereto, to provide an orderly and peaceful means of resolving any misunderstandings or difference which may arise, and to set forth herein the basic agreement between the parties concerning wages, hours, and other conditions of employment.

## ARTICLE 1

### RECOGNITION OF THE LODGE

**Section 1. Recognition.** Pursuant to and in accordance with the provisions of Act No. 379 of the Public Acts of the State of Michigan of 1965, as amended, the County hereby recognizes the Lodge as the exclusive representative of all the public employees in the bargaining unit defined below.

**Section 2. Definition of the Bargaining Unit.** The bargaining unit shall consist of:

All full and regular part-time animal control officers, animal shelter operators, license enforcement officers, and field supervisory officer. Excluding supervisors, confidentials, clerical, casual and temporary employees.

**Section 3. Job Description.** The County will have on file the job descriptions and duties of all of the classifications covered by this Agreement. A copy of the same will be supplied to the Fraternal Order of Police representative.

## ARTICLE 2

### LODGE SECURITY AND CHECK OFF

**Section 1. Lodge Security.** The County shall not discriminate against any employee because of his/her membership in the Lodge. As a condition of continued employment, all employees in the bargaining unit shall either become and remain members in good standing of the Lodge or pay a representation fee to the Lodge which shall be less than one hundred percent (100%) of the regular monthly dues paid by Lodge members and which sum accurately represents the amount due the Lodge as said employee's fair share of the costs attributable to negotiating and enforcing terms of this Agreement. The representation fee shall not include, by way of example, but not by way of limitation, State, national, or other dues and assessments or other amounts for Lodge activities.

The requirements set forth above shall become effective thirty (30) days after the effective date of this Agreement or thirty (30) days after an employee's date of employment, whichever is later. However, when an employee is in a probationary period, the Lodge may only represent said employee for hours and rates of pay and applicable fringe benefits during said probationary period. Lodge dues or representation fees for bargaining unit members shall be that designated by the Lodge Board of Directors in accordance with the Lodge Constitution and By-Laws.

**Section 2. Dues Checkoff.** The County agrees to deduct monthly union dues and/or representation fees from the pay of employees within the bargaining unit and forward to the Lodge Treasurer, subject to the following:

- A. The Lodge shall obtain from the employee, a completed checkoff authorization form which shall conform to the respective State and Federal laws concerning that subject or any interpretations made thereof. The checkoff authorization form shall be filed with the County Human Resources Director who may return an incomplete or incorrectly completed form to the Lodge's Treasurer and no checkoff shall be made until such deficiency is corrected.
- B. The County shall check off only 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, and will not be responsible to the employee if he/she has duplicated a checkoff deduction by direct payment to the Lodge.
- C. The County's remittance shall be deemed correct if the Lodge does not give notice, in writing, to the County Controller within two (2) weeks after a

remittance is sent, which shall set forth, with particularity, the allegations of error.

- D. Any employee may terminate his/her checkoff authorization by written notice to the County Human Resources Director.
- E. The Lodge shall provide at least thirty (30) days written notice to the County Human Resources Director of the amount of Lodge dues and/or representation fees to be deducted from the pay of employees within the bargaining unit in accordance with this Article.

**Section 3. Indemnity Provision.** The Lodge agrees to defend, indemnify, and save the County harmless against any and all claims, lawsuits, or other forms of liability arising out of its deduction from an employee's pay of Lodge dues or the representation fee, or reliance on any list, notice, certification, or authorization furnished under this Article. The Lodge assumes full responsibility for the disposition of the deductions so made once they have been sent by the County to the Lodge.

## ARTICLE 3

### LODGE BARGAINING COMMITTEE

**Section 1. Bargaining Committee.** The bargaining committee of the Lodge shall not include more than two (2) employees of the unit and may include two (2) non-employee representatives, and in the event there are more than twelve (12) employees within the unit, may include, in addition, the President of the Lodge. The Lodge shall furnish the County Human Resources Director and the Animal Control Director with a written list of the Lodge's bargaining committee at least two (2) calendar weeks prior to the first bargaining meeting, and substitution changes thereto, if necessary, to allow for adequate re-scheduling of working personnel.

**Section 2. Time Spent in Negotiations.** Employee members of the Lodge bargaining unit will be paid for the time spent in negotiations with the County, in the event they are scheduled to work during a bargaining meeting. Said time shall be only for straight time hours they would otherwise have worked, had they worked their regularly scheduled shift. If the employee is scheduled to work on the day of a regularly scheduled bargaining session, the employee will be credited with the number of hours spent in bargaining including a reasonable length of time for travel to and from the place of bargaining as time worked. An employee participating in the contract bargaining in accordance with this Article for at least six (6) hours on a given day and whose scheduled work shift begins less than four (4) hours after the negotiating session terminates, shall be allowed two (2) hours off with pay at the end of his/her shift.

## ARTICLE 4

### SPECIAL MEETINGS

**Section 1. Request for Special Meetings.** The parties 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 reasons for requesting the meeting. Discussion shall be limited to matters set forth in the agenda, but it is understood that these special meetings shall not be for the purpose of conducting continuing collective bargaining nor to in any way modify, add to 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 at a time and place which is mutually agreeable to the parties. Each party shall be represented by not more than four (4) persons.

**Section 2. Consultation Preceding Meeting.** The Lodge representatives may meet for a period not to exceed one-half (1/2) hour immediately preceding a meeting for which a written request has been made.

**Section 3. Time Spent at Special Meetings.** Employee representatives of the Lodge at special meetings will be paid by the County for time spent in special meetings, but only for the straight time hours they would otherwise have worked on their regular work schedule.



## ARTICLE 5

### DISCHARGE AND DISCIPLINE

#### Section 1. Action.

- A. In the event of suspension or discharge, the County shall provide said non-probationary employee, at the time of the disciplinary action, with a statement of the reasons why said action is being taken.
- B. The non-probationary employee shall have the opportunity to meet with his/her Lodge representative at the time he/she receives notice of upcoming disciplinary action and the Lodge representative shall be present if so requested by the employee at the time of the disciplinary action.
  - 1. In no event shall the Lodge representative selected to act for the grievant reduce the available work force on any one shift to less than necessary to meet the Department's operational needs.
- C. In the event an employee in the bargaining unit shall be suspended from work for disciplinary reasons or is discharged from his/her employment, after his/her probationary period has ended, and he/she believes he/she has been unjustly suspended or discharged, such disciplinary action may constitute a case arising under the grievance procedure stated in Article 9.
- D. The employee shall utilize said grievance procedure as stated in Article 9, with time limits of five (5) working days so that the employee must provide a written grievance signed by him/her within five (5) working days after such disciplinary action is imposed.
- E. Said grievance shall be processed starting at Step 1 and the time period stated in Article 8 shall remain.
- F. It is understood and agreed that when a non-probationary employee files a grievance with respect to his/her disciplinary action, the act of filing such grievance shall constitute his/her authorization of the County to reveal to the decision-making participants in the grievance procedure relevant information available to the County concerning the alleged offense and such filing shall further constitute a release of the County from any and all claimed liability by reason of such disclosure.

#### Section 2. Compensation.

- A. In the event it should be decided under the grievance procedure that the employee was unjustly suspended or discharged, the County shall reinstate such

employee and pay full compensation, partial, or no compensation as may be decided under the grievance procedure, which compensation, if any, shall be at the employee's regular rate of pay at the time of such discharge or the start of such suspension, less any compensation earned by the employee during the period of time he/she was off work due to the suspension or discharge.

- B. However, notwithstanding the foregoing, in no event shall the County be liable for any back compensation pursuant to the grievance procedure to a reinstated employee in excess of one (1) year's pay for that employee at his/her regular rate of pay, except this period may be extended to correspond to any mutually agreed time extensions of the grievance procedure time limit.

## ARTICLE 6

### SENIORITY

#### **Section 1. Definition.**

- A. Seniority is defined continuous service within the Animal Control Department within the Lodge bargaining unit.
- B. For the purposes of layoff and recall, vacation scheduling and shift preference, time spent in an Animal Control Officer and a License Enforcement Officer classification shall be combined for calculating seniority.

**Section 2. Seniority Lists.** The Human Resources Department shall maintain a roster of employees, arranged according to seniority, showing name, position, class and seniority date, and shall furnish a copy to the Lodge at the first of each year, or as soon as practical each year.

## **ARTICLE 7**

### **LOSS OF SENIORITY**

An employee shall lose his/her seniority and his/her status as an employee if:

1. He/she resigns or quits;
2. He/she is discharged and is not reinstated;
3. He/she retires;
4. He/she has been on layoff for a period of time equal to his/her seniority at the time of his/her layoff or two (2) years, whichever is lesser;
5. He/she is absent from work, including failure to return to work at the expiration of a leave of absence, vacation, or disciplinary layoff, for three (3) consecutive working days without notifying the Director or his/her designated representative, except when the failure to notify and work is due to circumstances beyond the control of the employee, which must be satisfactorily verified by the employee;
6. If he/she is convicted of a high misdemeanor or felony or other misdemeanor connected with his/her employment;
7. If an employee is on workers compensation for a period in excess of two (2) years and/or accepts a workers compensation settlement which waives his/her seniority or employment rights;
8. Is unable to maintain or loses his/her Michigan Driver's license. The Employer may verify the status of employees' driver licenses; and
9. He/she makes an intentionally false material statement on his/her employment application, or on an application for leave of absence.

## ARTICLE 8

### LAYOFF AND RECALL

**Section 1. Layoff Definition.** Layoff shall mean the separation of the employee from the work force when determined necessary by the Ingham County Board of Commissioners. The procedure for implementing any layoff shall be governed by this Article.

**Section 2. Order of Layoff.** If and when it becomes necessary to reduce the number of employees in the work force, employees shall be laid off in seniority order within a classification based on capability to perform available jobs and job performance, and they shall be recalled in the same order. Notwithstanding the foregoing, the County, in making layoffs, shall have the right to take into consideration its affirmative action responsibilities as directed by law.

**Section 3. Bumping in Lieu of Layoff.**

- A. An employee subject to layoff, who so requests, shall in lieu of layoff, bump within the bargaining unit to a lower paying classification, or a part-time position, provided he/she is qualified for the classification to which he/she seeks to bump and has more Departmental seniority than the employee holding that position.
  - 1. An employee who has his/her job eliminated may use the aforementioned bumping procedure if applicable.
- B. Employees who bump into a lower classification shall be on probation for a period of six (6) months.
  - 1. If during this period the County feels the employee is unsuitable for the new classification, the employee shall be returned to layoff status.
  - 2. Suitability shall be in the County's sole discretion and shall not be reviewable through the collective bargaining grievance procedure.
  - 3. During this period the employee shall retain all fringe benefits afforded to him/her before bumping.

**Section 4. Notice of Recall.** Employees who have been laid off and who, within five (5) days after notice by certified mail to the last known address, fail to respond as directed, or who decline recall, shall be presumed to have resigned and their names shall be removed from the seniority list.

## ARTICLE 9

### CONTRACT GRIEVANCE PROCEDURE

#### **Section 1. Definition.**

- A. A grievance is defined as and limited to a claim reasonably and sensibly founded on a violation of this Agreement and/or the Rules and Regulations of the Department, when applied to an employee.
  - 1. Any grievance filed shall refer to the specific provisions alleged to have been violated and it shall adequately set forth the facts pertaining to the alleged violation.
- B. A grievance which does not set forth the foregoing information shall be automatically denied as not constituting a valid grievance.
- C. This Article shall not be utilized for disciplinary suspension and/or discharge except as stated in Article 9, caption "Discharge and Discipline."

**Section 2. Grievance Processing.** An employee having a grievance shall present it as follows:

**Step 1:** A grievance shall be reduced to writing by the employee and presented to the Director of the Department or his/her designated representative who shall be made available at all times, within five (5) working days (Monday through Friday) after the employee knew or should have known of the matter grieved. A grievance not timely filed shall be deemed waived. In order to be a proper matter for the grievance procedure, the grievance shall be dated and signed by the aggrieved employee(s) and shall set forth the facts, including dates, and provisions of the Agreement allegedly violated and/or the rules and regulations of the Department, and the remedy desired. The grievance shall not be considered submitted until the Director of the Department or his/her representative receives the written grievance. At the time a grievance is received, it shall be dated and a copy returned to the aggrieved employee. A meeting shall be arranged within five (5) working days unless the Director is unavailable, in which case the meeting must be held within five (5) working days of the Director's return whereby the employee and/or a Lodge representative and the Director of the Department, or his/her representative shall meet and discuss the grievance. Within five (5) working days after the date of this meeting, the Director of the Department or his/her representative shall submit to the aggrieved employee and the Lodge a written response to the grievance.

Step 2: If the employee is not satisfied with the response to his/her grievance received in Step 1, the Lodge representative, within the five (5) working days after receipt thereof, may submit a notice of appeal to the Ingham County Human Resources Director. The Human Resources Director, Director of the Department, Lodge representative and aggrieved employee shall meet within five (5) working days after the notice of appeal has been received. The Human Resources Director shall submit a written response to the aggrieved employee and the Lodge within five (5) working days following the meeting.

Step 3: If the response received in Step 2 is not satisfactory to the aggrieved employee or to the Director of the Department, either party may appeal the decision to the County Services Committee of the Ingham County Board of Commissioners, by submitting a notice of appeal within five (5) working days after receipt of said response. The County Services Committee shall meet and discuss the grievance at its next regularly scheduled committee meeting, provided that the notice of appeal is received by the Human Resources Director at least five (5) working days prior to the next regularly scheduled meeting. The County Human Resources Director shall notify the Lodge or the aggrieved employee, in writing, at least four (4) working days prior to the meeting. At this meeting, the County Services Committee shall review the facts and each of the parties involved shall have the right to present whatever evidence and witnesses they deem necessary. Within five (5) working days following the meeting, the County Services Committee shall submit to the aggrieved employee and the Lodge, its decision in writing.

Step 4: Arbitration.

1. Appeal to the Arbitrator. Any grievance which is not resolved at Step 3 of the grievance procedure may be submitted to arbitration, if the case is the type on which an arbitrator is empowered to rule. Arbitration shall be invoked by written notice of the Employer or the Lodge provided said written notice is submitted within fifteen (15) days after receipt of the answer in Step 3.
2. Selection of the Arbitrator. If a timely request for arbitration is filed by the Lodge, the parties to this Agreement shall select, by mutual agreement, one (1) arbitrator who shall decide the matter. The Employer and the Lodge agree to use the following arbitrators on a rotating basis with arbitrator "A" being selected first.

A. David Grissom

- B. Richard Kanner
- C. Peter Jason
- D. Michael Long

If the arbitrator up for selection is not available, the next arbitrator will be used. If none of the listed arbitrators are available, the Employer and the Lodge will attempt to agree on an impartial arbitrator. In the event the Employer and the Lodge are unable to agree on an impartial arbitrator, the arbitrator will be selected from a list of arbitrators submitted by the Federal Mediation and Conciliation Service consistent with such Association's normal procedures. All arbitration proceedings will be conducted in accordance with the rules and procedures of the Federal Mediation and Conciliation Service.

- 3. Powers of the Arbitrator. The arbitrator shall be empowered to investigate, hear and decide a grievance as heretofore defined in Article 8, Section 1, subject to the limitations stated below. The arbitrator shall have full discretion to uphold, rescind or modify disciplinary measures imposed by the Employer. The arbitrator shall have no power to:
  - A. Add to, subtract from or otherwise modify any of the provisions of this agreement;
  - B. Establish or modify any salary rate or plan.

In the event a case is appealed to an arbitrator and he/she finds that he/she has no power to rule on the case, the matter shall be referred back to the parties without decision or recommendation. At the arbitration hearing, each party shall have the option of presenting witnesses and documents and such witnesses may be cross-examined by the arbitrator or party opposing.

- 4. Arbitrator's Decision. There shall be no appeal from an arbitrator's decision, if made in accordance with his/her jurisdiction and authority under this Agreement. It shall be final and binding on the Lodge, on all bargaining unit employees and on the Employer.
- 5. Fees and Expenses. The fees and expenses of Arbitrator shall be paid by the non-prevailing party. If there is a dispute as to who has prevailed, the arbitrator shall allocate the arbitrator's fees. All other expenses related to the arbitration process, including any expenses



incurred by calling witnesses, shall be borne by the party incurring such expense.

**Section 3. Participation at Meetings.** The aggrieved employees and his/her representative shall have the right to be present at all steps outlined above. The aggrieved employee shall be required to attend any of the meetings set forth in Section 2, if and when requested by the County representative.

The Employer will grant necessary and reasonable time off with pay during such Lodge designated representative's scheduled working hours in any calendar week when the Lodge designated representative must be present to participate in the processing of grievances with the management representatives.

**Section 4. Rights.** No person or body constituting one of the steps of the grievance procedure outlined herein shall have the power to add to, or subtract from, nor modify any of the terms of this Agreement, nor shall he/she substitute his/her discretion for that of the County, the Director, or the Lodge.

**Section 5. Time Limits.** Grievances not appealed to the next higher step within the time limit shall be deemed permanently denied. Should the County or its representative fail to respond on time at any step, the relief requested by the aggrieved shall be deemed to have been granted. Time limits may be extended by mutual written consent of the parties hereto. The General Counsel and/or the grievance representative will make every reasonable effort to send a copy of the grievance to the Human Resources Department when said grievance is filed. Saturdays, Sundays and holidays, shall not be counted in regard to time limitations and dates for submission of grievances, appeals, answers, etc.

**Section 6. Election of Remedies.** When remedies are available for any complaint and/or grievance of an employee through any administrative or statutory scheme or procedure, such as 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 Lodge employee shall not process the complaint through any grievance procedure provided for in this contract.

If an employee elects to use the grievance procedure provided for under this contract and subsequently elects to utilize any administrative or statutory remedy, 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 10

### MANAGEMENT RIGHTS

**Section 1. Rights.** The Lodge recognizes that the County reserves and retains, solely and exclusively, all rights to manage and direct its work force and to manage and operate the County's affairs.

All rights, functions, powers and authority which the County has not specifically abridged, delegated, or modified by this Agreement are recognized by the Lodge as being retained by the County.

**Section 2. Amendments.** The County shall have the right to promulgate, amend, supplement, or add to its Departmental rules and regulations during the term of this Agreement. The County shall notify the Lodge, in writing, of any such amendments, supplements, or additions, at least five (5) calendar days in advance of its effective date, and shall post the same at least five (5) days prior to the effective date.

If the Lodge believes that a rule or regulation is unreasonable, the Lodge may invoke the Special Meeting provision under Article 7 of this Agreement. In no event shall the Lodge grieve any rule or regulation pursuant to the Grievance Procedure set forth in Article 8, until such rule or regulation has been applied to an employee of the bargaining unit.

**Section 3. Constitutional and Statutory Rights.** Neither the Constitutional nor the statutory rights of the County, its duties and obligations, shall in any way whatsoever be abridged by this Agreement.

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

**Section 5. Medical Dispute.**

- A. In the event of a dispute involving an employee's physical or mental ability to perform his/her job, and the County or the Director are not satisfied with the determination of the treating physician, M.D. or D.O., the County or the Director may require a report from a medical doctor of their choosing and at their expense.

- B. If the dispute still exists, at the request of the Lodge the employee's doctor and the County doctor shall agree upon a third medical doctor to submit a report to the County or the Director and the employee, and the decision of such third doctor will be binding on both parties.
1. The employee shall make himself/herself available to the County or Director's physician for examination at a time set by the physician
  2. The expense of the report of the third party shall be borne equally by the County and the employee, to the extent not covered by insurance.

## **ARTICLE 11**

### **MANAGEMENT SECURITY**

- A. The parties to this Agreement mutually recognize that the services performed by the employees covered by this Agreement are services essential to the public health, safety, and welfare.
- B. The Lodge therefore 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 the County's premises.
- C. The Lodge further agrees that there shall be no strikes, sit-downs, slow-downs, stay-ins, stoppages of work or any acts that interfere in any manner or to any degree with the services of or to the County.

## ARTICLE 12

### PROBATIONARY PERIOD

#### **Section 1. Probationary Period.**

- A. When a bargaining unit employee is hired into the unit, he/she shall be considered as a probationary employee for a period of twelve (12) months.
- B. An employee is presumed to have terminated his/her probationary period and obtained permanent status at the end of the twelve (12) month period, unless the Director notifies him/her and the Lodge in writing to the contrary at which time the probationary period may be extended up to an additional six (6) months.

**Section 2. Representation.** The Lodge may represent a probationary new hire employee only for rates of pay, wages, number of hours of employment.

**Section 3. Grievance Procedure.** Employees disciplined, terminated or laid off during the probationary period shall not have recourse to the grievance procedure. Probationary employees may be disciplined or terminated with or without cause within the sole discretion of the Director.

#### **Section 4. Transfers.**

- A. Should an employee of the bargaining unit be transferred from one classification within the unit to another, said employee shall be considered a probationary employee for a six (6) month period, except that said employee will not lose their eligibility for benefits for which they have satisfied the requirements under Article 15.
- B. If the employee does not perform adequately during his/her probationary period, the employee shall be returned to his/her prior position.

## ARTICLE 13

### DEFINITION OF EMPLOYEES

#### **Section 1. Full-Time Employees.**

- A. Employees regularly scheduled to work forty (40) hours per week shall be considered full-time employees.
- B. Full-time employees shall be entitled to all of the benefits set forth in this Agreement.
- C. Any change in the concept of full-time employment is subject to the mutual agreement of the parties hereto.

#### **Section 2. Part-time Employees.**

- A. Employees regularly scheduled to work less than full time, but at least half time, i.e. 20 hours per week, shall be considered "regular part-time employees."
- B. Such employees shall: (a) Be paid for hours worked at the regular rate of their salary grade; (b) Receive overtime pay on the same basis as full-time employees, i.e. any time worked over 40 hours per week; (c) Receive vacation, sick leave, holiday pay and uniform cleaning allowance, at one-half the rate hereinafter stated; (d) Be eligible for single subscriber health insurance coverage; (e) Receive retirement benefits where eligible on a pro-rated basis in proportion to their work schedule.

**Section 3.** Employees regularly scheduled to work less than half time, i.e. 20 hours per week, shall be considered "special part-time employees." Such employees shall not be covered by this agreement.

**Section 4. Probationary Employees.** See Article 12, Section 1, for the definition of probationary employees.

#### **Section 5. Temporary Employees.**

- A. Employees hired for a period of six (6) months or less, regardless of the number of hours scheduled, shall be considered temporary employees.
- B. Temporary employees shall not attain seniority in the bargaining unit, and shall be compensated by wages only.

1. Wages for such employees shall not exceed a rate of ten percent (10%) above the beginning salary rate for the position in question.
  2. Temporary employees shall be eligible for compensation by wages only, and shall not be entitled to any other economic benefits hereinafter provided for.
- C. Should a temporary employee be hired into a posted permanent position, normal hiring procedures shall be followed to determine the permanent compensation rate.

## ARTICLE 14

### HOURS

#### **Section 1. Workweek.**

- A. Full-time employees covered hereunder are required
  - 1. to be on duty a minimum of eight (8) hours during each scheduled day, for a total of five (5) days of eight (8) hours each, or
  - 2. to be on duty a minimum of ten (10) hours during each scheduled day for a total of four (4) days of ten (10) hours each except as otherwise excused by the Director or his/her designee.
- B.
  - 1. It is hereby understood and agreed between the parties hereto that the full-time kennel position may be assigned a workweek in such a manner that may result in more than eight (8) hour workdays.
  - 2. While full-time kennel worker is on his/her one-half (1/2) hour paid lunch break, he/she must remain in the building and shall be on "on-call" status.
- C. The duration of shifts for part-time employees will be as determined by the Director based on the Department's operational needs.

#### **Section 2. Work Shifts by Seniority.**

- A. The Employer shall permit employees that have completed their probationary period to indicate a preference for shift assignments.
- B. Employees shall be scheduled for shift assignments on the basis of preference according to department seniority within a classification.
- C. Shift selections shall be conducted in as close to six (6) months intervals as will facilitate an orderly procedure by which the selections may be processed in advance.
- D. In the case of an emergency, the Employer shall have the right to change the shift of an employee with reasonable notice.

#### **Section 3. Scheduling.**

- A. The shift schedules shall be posted twenty-eight (28) days in advance



showing the normal workday and workweek for each employee covered hereby.

1. Leave days shall be posted with the schedule.
2. Any changes made in the schedule as posted shall be made and posted at least five (5) days prior to the effective date of the change.
  - a. However, if an employee who is scheduled to work calls in sick, or is not otherwise available to work, where the County does not have advance notice, in such event, the County need not adhere to the above stated five (5) day posting change, but shall make notification of changes in the schedule as soon as possible.

**B. Dispatching Assignments.**

1. The Employer retains the right to assign Animal Control Officers to perform dispatching duties.
2. It is the Employer's intention to avoid assigning Animal Control Officers to perform dispatch functions if possible.
3. However, the Employer will not assign Animal Control Officers to perform dispatching duties for dispatchers off work on vacation.

**C. Work In Other Classifications.** The Employer will assign the least senior employee on the shift to perform work in a different classification if the assignment shall be for more than two (2) consecutive days. All other contract language for work schedules shall apply.

**Section 4. Emergency "On-Call" Status**

- A.** Regular full-time and part-time employees may be placed on emergency "on-call" status by the Animal Control Director or his/her designee.
1. Employees on an emergency "on-call" status shall have with them a Department vehicle and a pager unit while on such status.
    - a. Any time an employee takes on-call for two (2) or more days during a week (Monday to Monday), they will be allowed to keep the County's vehicle for the entire week.
  2. Employees on an emergency "on-call" status shall remain accessible for necessary communications.

3. Employees who are on emergency "on-call" status shall respond to all calls forwarded by the Animal Control Director or his/her designee when no other unit officer is on duty.
  4. Probationary employees shall not be given on-call assignments until they have successfully completed an initial training period and are being scheduled to work alone.
- B. Emergency "on-call" status shall be equally distributed among all regular full-time and part-time Animal Control and License Enforcement Officers, as set forth in Section B-3 below.
1. Employees may voluntarily exchange "on-call" status assignments with the approval of the Animal Control Director by submitting a written request signed by both employees involved to the Director prior to the assignment date.
  2. If the number of Animal Control and License Enforcement Officer positions falls below seven (7) or exceeds eight (8), the parties agree to negotiate a new or modified procedure to equally distribute the "on-call" assignments.
  3. **Weekday Assignments.**
    - a. Daily workweek "on-call" status assignments shall be selected by a lottery. There shall be eight (8) weekday "on-call" status slots, being slots Monday 1, Monday 2, Tuesday 1, Tuesday 2, Wednesday 1, Wednesday 2, Thursday 1, Thursday 2 which shall be scheduled as follows:

Scheduled Weeks	Monday	Tuesday	Wednesday	Thursday
1	1	1	1	1
2	2	2	2	2
3	1	1	1	1
4	2	2	2	2
5	1	1	1	1
6	2	2	2	2
7	1	1	1	1
8	2	2	2	2

b.

1. When the number of Animal Control Officer and License Enforcement positions are reduced to seven (7) employees, the "on-call" selection procedure for the Monday - Thursday period shall be as follows:

The employee ("Double up" employee) that will not be teamed up with another employee to work the "on-call" weekday (Monday through Thursday) assignments will be assigned to both weekdays (1 & 2) of the day drawn.

4. **Weekend Assignments.**

- a. Weekend assignments will be equally distributed throughout the year on a rotating basis, with assignments distributed as far apart as is practical.
- b. When scheduled or unscheduled time off causes a disruption in the rotation, management retains the right to reschedule assignments within the framework of an equal distribution.

5. **Slot Reassignments.**

- a. Slots will be reassigned based upon the above bidding or lottery methods each January, April, July and October of each year.
- b. Management Department employees may also be included in the "on-call" schedule at the Director's discretion and shall receive first choice of weekend assignments that are bid on if so included.

6. **Back-Up Coverage.**

- a. Employees with the "same day" alternate designation, shall provide back-up on-call coverage, whenever the designated on-call employee is unable to perform his/her on-call duty.
- b. Employees will be paired on weekends with the same employee who they are paired with, on the weekday.

- c. Whenever an on-call employee has been unavailable for duty, necessitating back-up coverage, the original "on-call" employee shall assume the "back up" employee's next "on-call" responsibility with comparable number of hours upon the request of the "back up" employee.
  - d. For the purpose of this section, "unavailable" shall include illness or approved requests for time off.
  - e. Should an employee be absent for any reason, including sick or vacation, and does not have a partner for that period, the on-call coverage shall be assigned as follows: The on-call assignment shall be offered to each employee available that day, based upon seniority.
  - f. Should no available employee voluntarily accept the on-call assignment, the assignment shall be required of the least senior member of the pool of available officers.
  - g. In no event shall a newly hired employee, otherwise not yet prepared to work alone, be used in this capacity.
7. **Part-time Employees.** Part-time employees shall be required to participate in at least one of the two "on-call" schedules (i.e. weekday or weekend) as determined by the Director.

C. **"On-Call" Bonus.**

- 1. Officers assigned to "on-call" status shall receive:
  - a. an "on-call" bonus equal to four (4) hours pay at their regular straight time hourly rate for each "on-call" assignment and
  - b. one hour of straight time compensatory time for each on-call assignment that begins on a weekend day or on a holiday recognized by this contract falling on a Monday through Friday.
- 2. "On-call" bonuses shall not be included in the calculation of overtime.

**Section 5. Breaks.**

- A. Employees shall receive two (2) fifteen (15) minute coffee breaks and a

thirty (30) minute lunch break per work day which are to be taken at a time scheduled by the County to allow for the continuous and effective operation of the Department.

1. Such time shall not accumulate if not taken.
- B. Breaks shall be taken within the assigned work district.
  - C. At all times while on breaks, employees shall be on an on-call status and will remain in constant radio contact with the Department and, when necessary for communications, employees shall also call in a phone number at which they may be reached.
  - D. Lunch and coffee breaks shall be logged on the officer's Daily Report.

## ARTICLE 15

### JOB OPENINGS

#### **Section 1. Job Openings.**

- A. 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.
- B. Qualified bargaining unit members will be given consideration for the openings, as well as other qualified applicants.
- C. Applications will be kept on file for a period of six (6) months and will be considered for additional openings within that period at the applicant's written request.

#### **Section 2. Field Supervisory Officer Promotion.**

- A. Position to be posted at the Shelter for a minimum period of ten (10) days.
- B. All bargaining unit members meeting the minimum requirements for the position will be considered.
- C. The Director may select and fill the position from the top two candidates selected by the oral board. The oral board will be a three person board – one selected by the Director; one selected by the Lodge (that is not a candidate); third person will be an employee of the Human Resources Department.
- D. **Trial Period.** Any person hired into or promoted to the Field Supervisory Officer position shall be subject to a trial period of six (6) months following promotion and/or selection and the Lodge may represent him/her as to all provisions and benefits of this Agreement.
  - 1. If a promoted employee is found unsuitable for the new position during this period, said employee shall be given the option to resign from the Department, or where applicable, to return to the position previously held at the previous rate of pay. If the person is a new hire and is determined unsuitable, he/she may be terminated or may resign.

2. The Employer's determination regarding suitability for this position during the trial period is not grievable, but must be explained in writing if the employee resigns.
3. At any time during the trial period, should an employee decide that he/she can not perform in the new position, said employee may be returned to his/her previous position.

**Section 3. Career Ladder.** In the event a field supervisory position is vacant, the Employer will give first consideration for promotion to qualified bargaining unit members. The Employer reserves the right to select the best candidate from within or outside the bargaining unit in its discretion.

**ARTICLE 16**  
**RATES OF PAY**

**Section 1. Wages.**

A. The wages for the employees covered by this Agreement shall be paid in accordance with the Salary Schedule in Appendix A.

1. Original and promotional appointments to any position shall be made at the entrance rate of the classification.

B. **Overtime.**

1. The Animal Control Director, or his/her designee, may prescribe overtime to meet operational needs.

2. An employee shall receive compensation at time and one-half the regular rate for compensated hours in a work week in excess of forty (40) hours.

a. **Use of Comp Time.**

1. The use of accumulated compensatory time shall be mutually agreed up on by the affected employee and his/her supervisor.

2. Comp time may be used as time off only, may be carried over from year to year, and if not used, will be paid off only upon leaving County service.

3. Overtime shall be authorized by the employee's immediate supervisor at the time he/she is instructed to perform any assignment that extends beyond the end of that duty day and shall be on a form furnished by the Director, or his/her designee, and signed by the employee's immediate supervisor.

4. Overtime may be denied, within the discretion of the County, if the employee does not obtain authorization as provided above.

5. Complete records of overtime shall be maintained in the Department and reported each payroll period to the Payroll Office by the Director.



6. **Court Time.**

- a. When an off-duty Animal Control Officer or License Enforcement Officer is required to spend time in court for a proceeding arising out of his/her employment which does not involve the officer on a personal matter, he/she shall receive a witness fees, if one is payable, plus the difference between such witness fee and pay at time and one-half for the time actually spent on the assignment, with a minimum of two (2) hours of pay at time and one-half.
- b. If no witness fee is payable, he/she shall receive pay at time and one-half for the time spent on the assignment with a minimum of two (2) hours of pay at time and one-half.
- c. This minimum does not apply under circumstances where the employee attended proceedings beyond the end of the employee's normal shift.
- d. Mileage that may be paid by the court will be considered separate payment and will not be included in the above pay.

C. **Overtime Distribution.**

1. Overtime which the Department becomes aware of as being necessary more than twenty-four (24) hours prior to the scheduled shift, shall be offered on a seniority basis to those employees signing up on a twenty-eight (28) day roster indicating their desire to work overtime hours, with the most senior employee either accepting or rejecting the overtime, and so on down the list until the overtime position is filled.

2. **Mandatory Overtime.**

- a. In the event no one accepts the overtime offered, then, and in that event, the lowest seniority employee working shall be required to work the overtime.
- b. However, probationary employees shall not be given mandatory overtime assignments until they have successfully completed an initial training period and are being scheduled to work alone.

3. a. Overtime which must be considered by the Department on less than twenty-four (24) hours' notice shall be assigned to the scheduled on-call employee.
- b. In the event the on-call employee is already working or is unavailable, overtime shall be offered on a seniority basis with the most senior employee working either accepting or rejecting the overtime, and so on down by seniority, from employees working that shift until the overtime position is filled.
  1. In the event, through error in administering this policy, the Employer fails to offer overtime to a more senior employee, it is agreed that the employee's only recourse will be getting first priority for the next overtime assignment pursuant to the above policy.
  2. In the event an employee is required to work under the above policy through error in the policy administration, that employee's only recourse will be to be excused from the next mandatory overtime assignment that he/she may have been required to work.
- c. In the event no one accepts the overtime offered, then, and in that event, the lowest seniority employee working shall be required to work the overtime.
  1. However, probationary employees shall not be given mandatory overtime assignments until they have successfully completed an initial training period and are being scheduled to work alone..

D. **Overpayments.**

1. Any undisputed overpayment of compensation shall be repaid through payroll deduction.
2. The Employer and employee shall attempt to negotiate a repayment schedule.
3. If the parties are unable to agree on a repayment schedule, the Employer may deduct up to five percent (5%) of an employee's gross bi-weekly pay.

## ARTICLE 17

### LONGEVITY PLAN

#### **Section 1. Eligibility.**

- A. 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.
1. 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.
  2. 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.
- B. 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.
1. 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.
  2. All other employees whose employment terminates for other reasons prior to December 1 shall not be eligible to receive a longevity bonus.
  3. a. 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 workers' compensation), provided that the employee is eligible and receives a

longevity payment the following year.

1. **Workers' Compensation.** It is expressly understood and agreed that workers' compensation is not considered paid time or "compensation" for the purposes of this Article
  - b. 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 (1) month and a fifteen (15) day authorized leave another month, and is otherwise eligible, he/she shall not lose any longevity payment.
  - c. Under such circumstances, the employee shall receive a retroactive pro-rata payment at the rate it was earned.
  - d. Employees on unpaid leave of absence due to illness 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.
- C. **Proration.** After the four (4) year eligibility period, those employees who are then placed on either part-time or special part-time status from their regular full-time position by the Employer, are laid off, or commence disability insurance compensation, shall have their longevity computed on a pro-rata basis.

**Section 2. Schedule.** 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. Computation.**

- A. The longevity bonus shall be computed as a percentage of the employee's annual base salary or wage.
- B. 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 workers' compensation.

- C. 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. Longevity List.**

- A. By November 1 of each year, each department head shall furnish the Human Resources Office with a list of employees who are eligible to receive a longevity payment.
  - 1. The department head shall indicate the amount of the longevity bonus due such employee.
- B. The Human Resources Office 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.
- C. The Controller shall authorize payment pursuant to County procedure..

## ARTICLE 18

### UNIFORMS

**Section 1. Uniforms.** In the selection, procurement and issuance of uniforms, the County will give due consideration to the items, numbers, materials and quality consistent with the needs, use, function and responsibility of the employee. However, ultimate selection of said items shall be solely discretionary with the County, as long as the selection complies with the above.

**Section 2. Uniform Maintenance.** The County shall pay a dry cleaning and laundering allowance in the sum of TWO HUNDRED FIFTY DOLLARS (\$250.00) per annum to each regular full-time Animal Control Officer, License Enforcement Officer, and Kennel Person issued a uniform payable at the end of each calendar quarter.

**Section 3. Boots.** The County shall provide over-the-ankle boots for unit members as needed, up to one pair annually for Animal Control Officers and License Enforcement Officers, and up to two (2) pairs annually for Kennel Persons.

**Section 4. Uniforms Provided.** The County shall provide uniforms (3 short-sleeve shirts, 3 long-sleeve shirts, 3 pants) to kennel workers of the same quality as those provided to officers at the time of issue.

## ARTICLE 19

### PARKING AND TRAVEL

**Section 1. Parking Allowance.** Each employee shall be reimbursed for actual and necessary parking fees paid by him/her for use of his/her automobile in the course of his/her employment. Requests for reimbursement shall be submitted on a monthly basis.

**Section 2. Mileage Allowance.** Mileage allowance based on the following plan shall be allowed:

- A. All employees required to drive their own motor vehicle in the course of their employment with the County shall be reimbursed at the current IRS rate for the first fifteen thousand (15,000) miles, for the simplified method of computing deductible costs in operating passenger automobiles for business purposes for employees. The mileage computation shall be figured on a monthly basis. 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 figured on the basis of the shortest distance between the point of departure and the destination.
- C. There shall be a short explanation given on all claims made to the Board of Commissioners for reimbursement of expenses for all trips.
- D. The place of employment shall be the Ingham County Animal Control Shelter in Mason, Michigan, but no employee shall be paid mileage for going to and/or returning from work.

**Section 3. 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 County:

- 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 no less than the Internal Revenue Service standard mileage rate of the first fifteen thousand (15,000) miles, for the simplified method of

computing deductible costs in operating passenger automobiles for business purposes for employees.

- C. If transportation is by a County-owned vehicle, no mileage shall be allowed. Actual expenses of operation of said vehicle will be paid by the County upon tender of the receipts.
- 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 be allowed while to and from and at the place of any meeting, conference, seminar or convention at the County's current established rate.
- F. When a member of the 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 expense will be reimbursed when it is necessary as a part of the trip on behalf of the County.
- 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;
  - 3. Hospitality or Entertainment Expense.
- K. Taxi fare is reimbursable only if the trip was made by common carrier.

**Section 4. Advance Payment.** Employees may receive a travel advance prior to their traveling on County business. Said advancement requires the prior approval of the Director and the County Controller, under the following procedures:



- 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) working 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 at the prevailing County rate.
- E. All other expenses to be advanced shall be in accordance with the previous sections hereunder dealing with travel allowances.

## ARTICLE 20

### IRS SECTION 125

**Section 1.** The Employer will provide on or before July 1, 1991, IRS Section 125 document(s), allowing employees who choose to participate, the ability to pay for employee contributions with pre-tax dollars for the following:

1. Medical hospitalization expenses
2. Dependent 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 21

### RETIREMENT BENEFITS

**Section 1. Retirement Plan.** Employees are covered by the Municipal Employees' Retirement System, Benefit Plan C-1. The County 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. Employees in this bargaining unit will be covered with the Municipal Employees' Retirement System's 55-F waiver with fifteen (15) years of service, on a contributory basis as provided below. The County will pay one percent (1%) on behalf of the employees, with the employees paying the balance of the cost for the 55-F waiver through payroll deduction. Effective December 31, 1992, Benefit Plan B-1 shall be adopted, with the employees to pay the full cost of the B-1 Plan through payroll deduction. Effective the beginning of the first full quarter after receipt of the actuarial report, the County will provide for retirement benefits, B4, FAC3, F50/25, with the employee paying the full cost for benefit improvements. The Lodge will provide the County with a MERS actuarial for the cost of these improvements.

#### **Section 2. Hospitalization Coverage.**

- A. Employees who have retired since January 1, 1971, have met the vesting requirements with Ingham County service only, and are immediately eligible for retirement benefits as provided in the above plan, shall be provided single subscriber health and hospitalization coverage supplementing Medicare.
- B. Employees who retire after January 1, 1992, have met the vesting requirements with Ingham County service only, and are immediately eligible for retirement benefits shall be provided single subscriber health and hospitalization coverage. Retirees shall receive the same health coverage options as active employees, if available, with a benchmark as set forth in Article 24, including the increase in 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.
- C. In the event a retiree wishes to cover his or her spouse, he/she do so by prepaying the County the difference between the applicable two-person rate and the appropriate benchmark amount.

**Section 3.** Notwithstanding any contrary provision contained in this Article, the obligation of the Employer to pay for and provide retiree health insurance shall cease in the event that comparable health insurance is available to the retiree through another

Employer or source, such as his/her spouse's Employer. Further, there shall be a requirement to coordinate with other available health insurances, Medicare, Medicaid, Federal insurance or any other health insurance which may be available in part or in total to the retired employee. All questions of eligibility shall be determined by the regulations and rules established by the carrier providing such coverage.

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

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

**Section 4. Life Insurance Coverage.** Employees who retire during the period of this Agreement, or who have retired since January 1, 1971, have met the vesting requirements with Ingham County service only 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 County.

**Section 5. Payment.** The County shall pay the employee's portion of the retirement costs through December 29, 1989. Effective December 30, 1989, the 55-F with fifteen (15) years of service will be added with the cost being paid as outlined in Section 1 above. Effective December 31, 1992, the B-1 Plan shall be adopted with the cost being paid by the employees as outlined in Section 1 above.

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

**Section 7. Benefit Improvements.** During the term of the Agreement the Union may choose to select benefit program improvements of 25 and out and/or E-2 offered by MERS with the full differential cost paid by the employee via payroll withholding. If selected, the County will implement, provided sixty (60) days' notice is given before the effective date.

**Section 8. Retirees.** Retired employees may purchase dental and/or vision coverage at the Employer's cost.

## ARTICLE 22

### HOSPITALIZATION - MEDICAL COVERAGE

#### Section 1. Health Insurance.

##### A. Health Insurance Program.

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

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

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

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

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

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

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

Employee/patient pays the total costs of medications until the plan deductible has been satisfied. At that point Generics will be dispensed with a \$10.00 co-pay (or actual cost), Tier Two medications with a \$25.00 co-pay (or actual cost), and Tier three medications with a \$50.00 co-pay (or actual cost). Three month supplies of properly prescribed drugs may be obtained via mail only with the following co-pays: Generic \$20.00 or actual cost, Tier 2 \$50.00 or actual cost, and Tier 3 \$100.00 or actual cost. These costs are not changed if the member reaches the maximum out of pocket costs for the plan year.

**B. Premiums.**

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

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

These benchmarks may be adjusted annually as recommended by the Ingham Health Coalition and approved by the Ingham County Board of Commissioners. During 2009, increases in premium costs exceeding the benchmark will be shared 50/50 by the Employer and the employees with the employees' payment made through payroll deduction under the Section 125 Plan.

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

**Section 2. Enrollment.** Newly hired full-time employees shall receive single subscriber coverage only for the first three (3) months of their employment. Additional coverage may be obtained if the employee so desires. In that event, that employee, through payroll deduction shall be responsible for the difference. Upon completion of the first three (3) months of employment, each full-time employee will be eligible for full family insurance. The employee shall become covered the month following date of hire and upon the completion of the required forms and upon acceptance of him/her by the applicable carrier as a participant. The County shall pay the premium cost of full-family

coverage for each eligible full-time employee up to the maximum set forth in Section 1 of this Article effective the fourth month of employment. Deductions will be made for any additional coverages the employee chooses to select.

**Section 3. Substitution of Carriers.** The County reserves the right to substitute other carriers, provided the fundamental provisions of the coverage will not be changed.

**Section 4. Waiver.** 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 the employee the Health Waiver directly to the employee as taxable compensation.

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

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 5. Dual Coverage.** 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 4 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 Financial Services Department in time so that the employee may re-enroll in a health care plan beginning the first day of the month following the loss of alternate coverage. For employees participating in the waiver plan prior to January 1, 2007, the spouse receiving the waiver payment will receive \$106.09 per month as taxable compensation. For newly formed couples either through marriage or new employment on or after January 1, 2007, there will be no eligibility for health waiver payments.

**Section 6. Vision.** Employer to provide VSP, Standard Plan A Vision Insurance, or a vision plan of similar coverage for unit members who have completed six (6) months of employment, effective the beginning of the first quarter following ratification of the agreement by both parties.

## ARTICLE 23

### DISABILITY PLAN

**Section 1. Disability Plan.** The County will provide a short term disability plan for regular full-time employees who have completed six (6) months of employment as follows:

- A. Upon proper medical determination of disability due to a non-work related illness or injury, the disability plan will provide fifty percent (50%) of an employee's gross salary to a maximum of three hundred dollars (\$300.00) per week for a maximum of twenty-four (24) months.
- B. The disability payments shall not commence until the completion of a ninety (90) calendar day waiting period after sustaining the non-work related illness or injury.
- C. The regular full-time employee may use sick time accumulations from the red and blue categories or vacation during the ninety (90) calendar day waiting period.

**Section 2. Fringe Benefits.** 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.

**Section 3. Plan Terms and Conditions.** All terms and conditions of the disability plan shall be governed by the conditions in the group disability insurance contract between the County and the insurance carrier.

**Section 4. Hospitalization/Medical Coverage.** Employees on disability may pay group rates for hospitalization/medical coverage to the extent required by Federal law.

**Section 5.** Service, for economic and fringe benefit purposes, shall mean the status attained by continuous length of service as an employee within Ingham County employment



## ARTICLE 24

### DENTAL INSURANCE

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

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

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

**Section 2. Eligibility.** Full and part-time employees who have not completed six (6) months of employment, special part-time and temporary employees are not eligible for coverage.

**Section 3. Part-time Employees.**

- A. Part-time employees are eligible for dental coverage as stated above in Section 1.

## ARTICLE 25

### LIFE INSURANCE

**Section 1. Coverage.** The County shall provide life insurance coverage for full-time employees with death benefits of \$30,000.00. Such insurance shall include double indemnity (\$60,000.00) for accidental death.

**Section 2. Effective Date.** The life insurance coverage shall be effective the 1st day of the month after the person has been employed by the County.

**Section 3. Eligibility.** Part-time employees and all other employees not specified in Section 1 are not eligible for life insurance benefits.

## ARTICLE 26

### STATUTORY/CONTRACTED BENEFITS

**Section 1. Workers' Compensation.** The County shall provide, at its sole expense, workers' compensation benefits coverage for each employee covered by this Agreement to the extent required by Michigan law.

**Section 2. Unemployment.** Unemployment benefits shall be paid to all eligible employees of this bargaining unit, at the County's expense, to the extent required by Michigan law.

**Section 3. Contracted Benefits.** Notwithstanding the provisions of this contract, no benefits shall be afforded to any employee when the County's contractual arrangement with a third party for said benefits do not cover said employee.

## ARTICLE 27

### HOLIDAYS

**Section 1. Recognized Holidays.** The following holidays are recognized by the County:

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

**Section 2. Holiday Pay.** Employees who have completed six (6) months of employment and are not required to work on the above recognized holidays shall be paid for the holidays.

**Section 3. Observance.**

- A. **5-Day/Week Employees:** For employees regularly scheduled to work five (5) days per week, Monday through Friday, 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.
- B. **6-Day/Week Employees:** For employees regularly scheduled to work six (6) days per week, Monday through Saturday, when a holiday listed above falls on a Saturday the holiday will be observed on Saturday, and when a holiday falls on a Sunday, the following Monday shall be observed as the legal holiday.
- C. **7-Day/Week Employees:** For employees regularly scheduled to work seven (7) days per week, all of the listed holidays will be observed on the actual holiday.

**Section 4. Vacation Holiday.** 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 5. Compensation/Holidays Not Worked.**

- A. Full-time employees who have completed six (6) months of employment

and who are not required to work on the above recognized holidays shall be paid for the holiday with eight (8) hours pay at their regular straight time rate of pay.

- B. Regular part-time employees who have completed six (6) months of employment and who are not required to work on the above recognized holidays shall be paid for the holiday with four (4) hours pay at their regular straight time rate of pay.

**Section 6. Compensation/Holidays Worked**

- A. Full-time employees who have completed six (6) months of employment and who are required to work on one of the days designated above as a holiday shall receive eight (8) hours holiday pay in addition to their regular straight time rate of pay for the hours worked on said holiday, and shall receive another day off during the same pay period without pay, which day shall be selected in the County's discretion, and, insofar as possible, in compliance with the request of the employee.
- B. Regular part-time employees who have completed six (6) months of employment and who are required to work on one of the days designated above as a holiday shall receive four (4) hours holiday pay in addition to their regular straight time rate of pay for the hours worked on said holiday.

**Section 7. Eligibility for Holiday Pay.** To be eligible for holiday pay, an employee must work the last scheduled day before the holiday and the first scheduled day after the holiday (plus the holiday if scheduled) unless the absence has been previously approved by the Director.

**Section 8. Waiting Period.** Upon successful completion of six (6) months of employment, employees shall be paid for eligible holidays that occurred during the employee's first six (6) months of employment. Termination of employment for any reason prior to the completion of six (6) months of employment shall result in no holiday payment.

**Section 9. Scheduling.** Regular full-time employees shall not be scheduled for work on December 24th and December 31<sup>st</sup>. The least senior employee(s) scheduled to work shall be required to work the holiday.

**Section 10. Preceding Days Off.** Full-time employees who have completed six (6) months of employment 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 6 above.

**ARTICLE 28**

**VACATIONS**

**Section 1. Vacation Schedule.**

- A. Full-time employees shall earn vacation credits and pro-rata increments thereof according to the following schedule: (compensated hours includes wages, holiday pay, vacation, sick leave, personal leave and union leave).

**CONTINUOUS SERVICE    HOURS EARNED EACH PAYROLL**  
**PERIOD OF 80 COMPENSATED HOURS**

1 year	3.384 hours (88)
2 years	3.693 hours (96)
3 years	4.000 hours (104)
4-8 years	4.923 hours (128)
9 years	5.231 hours (136)
10-14 years	5.846 hours (152)
15-19 years	6.492 hours (168)
20 Years & Over of Uninterrupted Employment	6.769 hours (176)

- B. Service, for economic and fringe benefit purposes, shall mean the status attained by continuous length of service as an employee within Ingham County employment.

**Section 2. Use.**

- A. Vacation hours may not be used until the employee has six (6) months of continuous service with the County.
- B. **Use Increments.** Vacation hours may be used in not less than one-half (1/2) hour increments.

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

**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. Records.** The County shall keep a record of vacation credit, and shall permit use of vacation leave to accord with operating requirements as determined in its sole discretion, and, insofar as possible, with the requests of the employees.

**Section 6. Scheduling.**

- A. The County shall establish a schedule of available vacation times for employees.
  - 1. Such schedule shall indicate how many employees may be absent for any given week.
- B. All vacation requests for vacation time periods must be received by the Director in writing no later than March 1 of each year.
  - 1. The request shall include the employee's first choice and second choice, in case the first choice is not available.
  - 2. Those employees failing to make a written request for vacation by March 1 will have their vacation scheduled as the remaining vacation time and department needs permit.
- C. The yearly vacation schedule will be based on bargaining unit seniority and the needs of the Department.
- D. Conflicts in vacation requests will be resolved based on seniority as described in Article 6, Section 1. A. and B.
- E. The approved schedule will be issued by the Director no later than April 1 of each year for the following year period.
- F. Employees may use up to twenty (20) hours of vacation with less than one (1) week advance request for personal reasons.
- G. Employees shall not be allowed to take more than two (2) weeks of vacation time during the period of Memorial Day week through Labor Day week, unless said vacation list has available weeks after all employees have had an opportunity to select.
- H. During the Memorial Day week through Labor Day week, a partial week counts as one (1) week toward the two (2) week limitation.
  - 1. Memorial week is defined as starting the Saturday prior to Memorial Day through the following Sunday.
  - 2. Labor Day week is defined as the week following Labor Day through Sunday after Labor Day.

**Section 7. Vacation Bonus.**

- A. Effective January 1 of each year, each full-time employee shall be credited with twenty-eight (28) hours of vacation bonus hours to be used during that calendar year.
- B. The first twenty-eight (28) hours of annual leave taken will be the vacation bonus hours and so indicated on the time card.
- C. Any portion of the vacation bonus hours not taken will be lost effective December 31 of that year.
- D. This vacation bonus shall not accumulate nor will it be paid upon any termination of employment.
- E. Vacation bonus hours may be used during the probationary period of employment.
- F. **Use Increments.** Vacation hours may be used in not less than one-half ( $\frac{1}{2}$ ) hour increments.



## ARTICLE 29

### SICK LEAVE

**Section 1.** Full-time employees shall earn sick leave credits at the rate of four and one-half (4.5) hours and pro-rata increments thereof for each bi-weekly payroll period of eighty (80) compensated hours (including wages, holiday pay, vacation, sick leave, personal leave, funeral leave and union leave) of active employment.

**Section 2.** Unused sick leave may accumulate to a maximum of 1,920 hours.

#### **Section 3.**

A. An employee eligible for sick leave may use such leave upon approval of the Director for absence due to illness, injury, exposure to contagious disease or death in the employee's immediate family, in accordance with the applicable provisions contained in Article 31.

1. Absence for a fraction or a part of a day that is chargeable to sick leave in accordance with these provisions shall be charged proportionately in an amount no smaller than one-half (1/2) hour.

2. **Family Illness.**

a. A full-time employee may use accrued sick leave credit, not to exceed forty (40) hours in a contract year, for the illness of a member of the immediate family, defined as spouse, and minor/child residing in the employee's household.

b. Regular part-time employees may use accrued sick leave on the same basis, but subject to a pro-rata limit.

c. The Employer, in its discretion, may require evidence in the form of medical verification of the need for use of sick leave credit for family purposes.

B. An employee taking sick leave shall inform his/her immediate supervisor of the fact and reason therefore within the first one-half (1/2) hour of the regular shift of said employee.

1. Failure to do so may cause the denial of pay for the period of the absence, and/or discipline.

C. The Director may require proof of medical treatment when he/she deems it appropriate.

**Section 4. Sick Leave Verification.**

- A. The Director may require proof of medical treatment when he/she deems it appropriate.
- B. The Director may require an employee to submit to an examination by a physician of the County's choice when the Director suspects sick leave abuse.
- C. In all cases where an employee uses in excess of 40 sick leave hours in a twelve (12) month period, the employee shall either provide proof of medical treatment or submit to an examination by a physician designated by the County, as directed by the Director.
- D. When an employee is directed to submit to an examination by a physician designated by the County this section shall apply:
  - 1. In the event that the County physician finds the employee was able to work, then the employee shall not receive sick leave benefits for any days missed, excepting the time spent at the County physician's office, which shall be taken from the employee's sick leave accumulation; and, on the first (1st) such event, the employee shall be subject to a one (1) day suspension.
  - 2. On the second (2nd) such event, the employee may be subject to up to a five (5) day suspension.
  - 3. On the third (3rd) such event, the employee may be subject to discharge.
  - 4. No incidence of two (2) years old shall be used in determining discipline under this section.
  - 5. The determination of the County physician shall be final unless Article 10, Section 5 is invoked.
  - 6. Discipline under this section may be subject to the contract grievance procedure in Article 9, excepting that the arbitrator's and filing fees and costs for an arbitration of such matters shall be fully paid by the non-prevailing party.

**Section 5. 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 work on workers' compensation. All other fringe benefits shall terminate after an employee is off on workers' compensation for ninety (90) days.
- C. Employees who have 159 hours of accumulated sick leave or less shall not be entitled to utilize this section.
- D. Employees who have accumulated 160 hours of sick leave and up to 400 hours, are permitted to use their accumulated sick leave to supplement their workers' compensation so that they will receive approximately 80% of their normal straight time pay.
- 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, the worker's compensation payments are \$60.00, the County's obligation is to pay \$20.00, provided the employee meets the above requirements.

**Section 6. Annual Cash-Out Option.**

- A. Upon execution of a written option, an employee shall be paid for one-half (1/2) of the balance of the sick leave credit earned but unused during the previous twelve (12) month period at the base rate of compensation in place during December of the contract year to a maximum of forty (40) hours.
- B. The payment request shall be submitted on the designated form no later than November 10, and payment therefore shall be received no later than December 15 of each year.
- C. The remainder of the employee's sick leave balance shall accumulate as

set forth in Section 2 of this article.

**Section 7.** Upon resignation or dismissal from County Services, all sick leave credits shall be canceled and shall not be paid for, and shall not be reinstated if said person is re-employed, unless ordered by a court pursuant to a Veterans Preference hearing.

**Section 8.** Upon retirement or death of an employee, accumulated sick leave credits shall be compensated for on the basis of one-half (1/2) of accumulated unused sick leave and paid at the employee's current rate of pay, not to exceed eighty (80) days (640 hours).

## ARTICLE 30

### LEAVE OF ABSENCE

#### **Section 1. Family and Medical Leave (FMLA).**

A. An employee who has been employed by the Employer for twelve (12) consecutive months and who has worked at least 1,250 hours on the job during the twelve months immediately preceding the date of leave requested may take a leave of absence for up to a total of twelve (12) weeks during each year for the following reasons as defined under the FMLA:

1. His or her own serious health condition;
2. To care for a child, spouse, or parent who has a serious health condition;
3. Birth of a child;
4. The placement of a foster or adoptive child.

A year, for purposes of determining eligibility for FMLA, is defined as the 365 calendar days prior to the requested date of commencement of an employee's family or medical leave.

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

#### **Section 2.**

A. 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.

1. This is in addition to the time allowed in Article 29, Section 3. A. 2.
2. This sick time use will be granted after the employee has exhausted other available time.

B. There shall be no donation of sick time for care of family members.

**Section 3. Personal Leave.**

- A. The Animal Control Director 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.
- B. With the prior approval of the Human Resources Department, the Animal Control Director may authorize an employee to be absent without pay for personal reasons for a longer period, but not to exceed thirty (30) days in a calendar year.

## ARTICLE 31

### FUNERAL LEAVE

#### **Section 1. Funeral Leave.**

- A. If a death occurs among members of an employee's immediate family, the employee will be excused from work to attend the funeral and make other necessary arrangements from the day of death until the day after the funeral, up to a maximum of five (5) days, three (3) of which will be with pay and, if necessary, two (2) additional days to be charged against earned sick leave.
- B. The immediate family shall be defined as: spouse, children, parents, brother or sister, and step-parents.
- C. One (1) day, the day of the funeral, is allowed in the case of the death of an uncle, aunt, nephew, niece, brother-in-law, sister-in-law, father-in-law, mother-in-law, daughter-in-law, son-in-law, grandfather, grandmother, or grandchild, to be charged against earned sick leave.

#### **Section 2. Notice.**

- A. The Director is to be notified immediately of a death in the family and the extent of the expected absence.
- B. The Director, within his/her discretion, may require the employee to provide appropriate verification to confirm his/her eligibility for the provisions of this Article.

## ARTICLE 32

### LEAVE FOR CONFERENCES OR CONVENTIONS

**Section 1. Monthly Meeting.** The County will grant a leave of absence with pay to Lodge President or his/her designee for up to sixteen (16) hours per year for the purpose of attending Lodge meetings.



## ARTICLE 33

### VEHICLES/SAFETY

#### **Section 1. Vehicles.**

- A. If a bargaining unit employee feels any vehicle is unsafe, he/she should immediately inform his/her supervisor.
- B. The Employer shall not require employees to use any vehicle that is not in safe operating condition.

**Section 2. Fans.** The County will provide cab fans for each Animal Control Department vehicle not equipped with air conditioning.

## **ARTICLE 34**

### **SAVINGS CLAUSE**

If any provision of this Agreement is held invalid by a court or other tribunal, the remainder of this Agreement shall not be affected thereby.

## ARTICLE 35

### PAST PRACTICES AND WAIVER

**Section 1. Past Practices.** There are no agreements which are binding on any of the parties other than the written agreements enumerated or referred to 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.

**Section 2. 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 regard to any subject or matter not removed by law from the area 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 Lodge, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter not referred to or not covered in this Agreement.

**ARTICLE 36**

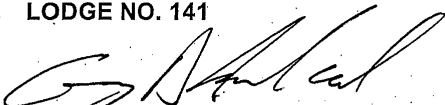
This Agreement shall be effective from the 1st day of January, 2009, and continue in full force and effect until December 31, 2011, exclusive. Employees who voluntarily or involuntarily terminate their employment, except laid off employees, and employees that have retired and are immediately eligible for MERS benefits, will not receive salary or any other benefits retroactive if terminating before the ratification of this Agreement by the parties.

**IN WITNESS WHEREOF**, the parties have set their hands and seals this \_\_\_\_\_ day of October, 2009.


**FOR THE FOP, CAPITAL CITY  
LODGE NO. 141**

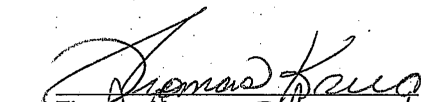
**FOR THE COUNTY:**

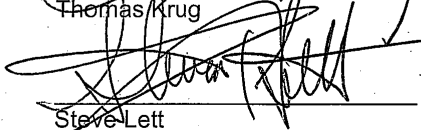
**FOR THE FOP, CAPITAL CITY  
LODGE NO. 141**

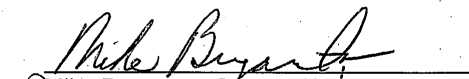
  
\_\_\_\_\_  
Gary Ireland

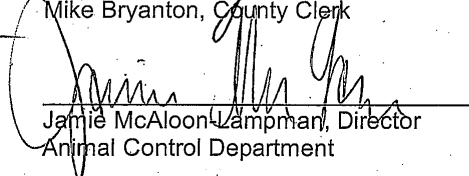
**FOR THE COUNTY:**

  
\_\_\_\_\_  
Debbie De Leon, Chairperson,  
County Board of Commissioners

  
\_\_\_\_\_  
Thomas Krug

  
\_\_\_\_\_  
Steve Lett

  
\_\_\_\_\_  
Mike Bryanton, County Clerk

  
\_\_\_\_\_  
Jamie McAloon-Lampman, Director  
Animal Control Department

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**APPENDIX A**

**Section 1.**

- A. Listed below are the classifications which are covered by this Agreement and the corresponding annual salaries for current employees.
- B. Step wage increases are effective the first day of the first full payroll period following the anniversary date of hire.
- C. Service, for economic and fringe benefit purposes, shall mean the status attained by continuous length of service as an employee within Ingham County employment

**ANIMAL SHELTER OPERATOR**

<b>Steps/Years</b>	<b>Effective 1-1-09 (+ 2%)</b>	<b>Effective 1-1-10 Wage Reopener</b>	<b>Effective 1-1-11 Wage Reopener</b>
Step 1 = Start	\$33,246		
Step 2 = 1 Year	\$34,854		
Step 3 = 2 Years	\$36,483		
Step 4 = 3 Years	\$37,601		
Step 5 = 4 Years	\$39,888		
Step 6 = 5 Years	\$41,301		

**ANIMAL CONTROL OFFICER / LICENSE ENFORCEMENT OFFICER**

<b>Steps/Years</b>	<b>Effective 1-1-09 (+ 2%)</b>	<b>Effective 1-1-10 Wage Reopener</b>	<b>Effective 1-1-11 Wage Reopener</b>
Step 1 = Start	\$33,246		
Step 2 = 1 Year	\$34,909		
Step 3 = 2 Years	\$36,652		
Step 4 = 3 Years	\$38,486		
Step 5 = 4 Years	\$40,410		
Step 6 = 5 Years	\$43,533		

**FIELD SUPERVISORY OFFICER**

<b>Step/Years</b>	<b>Effective 1-1-09 (+ 2%)</b>	<b>Effective 1-1-10 Wage Reopener</b>	<b>Effective 1-1-11 Wage Reopener</b>
Step 1 = Start	\$45,707		
Step 2 = 1 Year	\$47,339		
Step 3 = 2 Years	\$48,972		
Step 4 = 3 Years	\$50,604		
Step 5 = 4 Years	\$52,238		

**Section 2. Retroactivity.**

- A. Employees who voluntarily or involuntarily terminate their employment, except laid off employees, employees that retire and are immediately eligible for MERS benefits based upon County service, and employees reinstated after a discharge under Article 9 will not receive salary or any other benefits retroactive if terminating from the unit before the ratification of this agreement by the parties.
  
- B. No retroactive payment will be made unless the employee is employed in the unit on the date of ratification by the parties.

**AMENDMENT AGREEMENT  
BETWEEN  
INGHAM COUNTY (Employer)  
AND  
FRATERNAL ORDER OF POLICE  
CAPITOL CITY LODGE NO. 141 (Union)  
FOR THE  
ANIMAL CONTROL OFFICERS, LICENSE ENFORCEMENT  
OFFICERS AND ANIMAL SHELTER OPERATORS**

WHEREAS, the Employer and Union are parties to a collective bargaining agreement with a term running from January 1, 2009, through December 31, 2011, and

WHEREAS, the Union has proposed to bargain the issue of wage re-openers for 2010 and 2011; and

WHEREAS, the parties wish to agree to the terms of the wage scale for an additional two years subject to the changes detailed below until December 31, 2011; and

NOW, THEREFORE, IT IS HEREBY AGREED as follows:

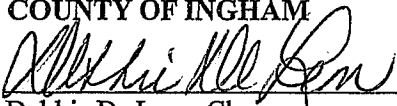
1. **Wages.** Effective January 1, 2010, the 2009 wage scale shall be increased by 1%. Effective January 1, 2011, the wage scale shall be increased by 1%. See attached Appendix A.

2. **Health Care.** The parties have previously executed the 2009 Health Care Letter of Understanding, which shall be applicable until a successor Letter of Understanding is executed consistent with the recommendation of the Health Care Coalition.

3. **Furlough Days.** The parties have previously executed the 2010 Furlough Days Letter of Understanding. The parties understand that in order for the Employer to implement the 1% wage increase in 2011 the Union may be requested to participate in a budget reduction measure such as a furlough days agreement on the same terms as all other bargaining units.

4. **Duration.** The remaining provisions of the 2009-2011 Agreement shall be continued with full force and effect through December 31, 2011.

COUNTY OF INGHAM

  
Debbie De Leon, Chairperson

9/29/10  
Date

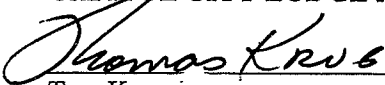
Ingham County Board of Commissioners

  
Jamie McAloen-Lampman, Director

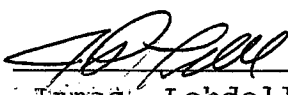
9/31/10  
Date

Ingham County Animal Control

FRATERNAL ORDER OF POLICE  
CAPITOL CITY LODGE NO. 141

  
Tom Krug,

9-23-10  
Date

  
James Lobdell

7-27-10  
Date

APPROVED AS TO FORM

FOR INGHAM COUNTY

COHL, STOKER & TOSKEY, P.C.

By:

  
Bonnie G. Toskey

PAGE 2 OF AMENDMENT AGREEMENT

**ANIMAL SHELTER OPERATOR**

<b>Steps/Years</b>	<b>Effective 1/1/09</b>	<b>Effective 1/1/10</b>	<b>Effective 1/1/11</b>
Step 1 - Start	\$33,246	\$33,578	\$33,914
Step 2 = 1 Year	\$34,854	\$35,203	\$35,555
Step 3 = 2 Years	\$36,483	\$36,848	\$37,216
Step 4 = 3 Years	\$37,601	\$37,977	\$38,357
Step 5 = 4 Years	\$39,888	\$40,287	\$40,690
Step 6 = 5 Years	\$41,301	\$41,714	\$42,131

**ANIMAL CONTROL/LICENSE ENFORCEMENT OFFICER**

<b>Steps/Years</b>	<b>Effective 1/1/09</b>	<b>Effective 1/1/10</b>	<b>Effective 1/1/11</b>
Step 1 - Start	\$33,246	\$33,578	\$33,914
Step 2 = 1 Year	\$34,909	\$35,258	\$35,611
Step 3 = 2 Years	\$36,652	\$37,020	\$37,390
Step 4 = 3 Years	\$38,486	\$38,871	\$39,260
Step 5 = 4 Years	\$40,410	\$40,814	\$41,222
Step 6 = 5 Years	\$43,533	\$43,968	\$44,408

**FIELD SUPERVISORY OFFICER**

<b>Steps/Years</b>	<b>Effective 1/1/09</b>	<b>Effective 1/1/10</b>
Step 1 - Start	\$45,707	\$46,164
Step 2 = 1 Year	\$47,339	\$47,812
Step 3 = 2 Years	\$48,972	\$49,462
Step 4 = 3 Years	\$50,604	\$51,110
Step 5 = 4 Years	\$52,238	\$52,760