AGREEMENT

Between

COUNTY OF INGHAM

and

INGHAM COUNTY EMPLOYEES' ASSOCIATION
PARK RANGERS

January 1, 2018 through December 31, 2020

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AGREEMENT

THIS AGREEMENT is entered into this 1st day of January, 2018, between the COUNTY OF INGHAM, a municipal body corporate of the State of Michigan, hereinafter referred to as the "EMPLOYER", and the INGHAM COUNTY EMPLOYEES ASSOCIATION, hereinafter referred to as the "ASSOCIATION".

THIS AGREEMENT shall remain in force and effect commencing the 1st day of January, 2018, through the 31st day of December, 2020.
PREAMBLE

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

The parties encourage to the fullest degree, friendly and cooperative relations between the respective representatives of all levels.
ARTICLE 1
NON-DISCRIMINATION

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

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

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

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

ARTICLE 2
RECOGNITION

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

A. Unit Description. All regularly scheduled, Assistant Manager, Ranger, and Mechanic and excluding all others including, but not limited to, supervisors, executives, seasonal, and casual employees.

Section 2. Other Agreements. The EMPLOYER agrees that during the life of this Agreement it will not enter into any agreement with employees individually or collectively which conflicts with or are contrary to the terms of this Agreement without negotiating with the ASSOCIATION.
ARTICLE 3
SENIORITY

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

For any employee who transfers between bargaining units within the County and the Courts, such employee's length of continuous service with the County and the Courts (no break in service), prior to the transfer, shall be utilized for the purpose of calculating fringe benefit accrual but not for the purpose of calculating seniority within the unit.

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

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

Section 3. The EMPLOYER shall prepare and maintain a seniority list which shall list the name, classification, anniversary date, and seniority date of each employee with seniority status. The EMPLOYER shall submit the seniority list to the ASSOCIATION Treasurer and ASSOCIATION Attorney on a quarterly basis.
Section 4. Layoff. In the event that a reduction in the work force is made, layoff shall be determined by seniority within each classification. Employees to be laid off shall receive ten (10) calendar days’ notice of layoff. It shall be at the sole discretion of the EMPLOYER to determine in which classification or classifications the layoffs shall take place.

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

A. The bumping employee can bump laterally, but cannot move into a position of a higher salary grade.

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

C. A bumping employee may bump the least senior employee within his/her salary grade, except that a bumping full-time employee may bump the least senior full-time employee in order to maintain his/her full-time hours.

D. If there is no position available in the employee's salary grade, the employee may bump into the least senior position in the nearest lower salary grade within their department that the employee would be eligible to bump into. However, a bumping full-time employee may bump the least senior full-time employee in order to maintain her/his full-time hours. Such an employee will retain secondary recall rights to her/his original salary grade.

E. When probationary employees are in more than one regular position at the same salary grade into which a laid off or bumped employee would be eligible to bump, the EMPLOYER will determine the position into which the employee bumps.

F. If the bumping employee does not have the required degrees or certificates to bump the least senior employee, he/she may bump the least senior employee whose position he/she is qualified to perform.

G. The bumping employee must possess the necessary ability as determined by the EMPLOYER (ability is defined as having sufficiency of knowledge, skill and personal inclination to perform the tasks of the position, these attributes having been attained by previous experience in related work or education) which will qualify the employee to perform the work adequately, with minimal instructions.
H. An employee must inform the EMPLOYER of his/her decision to bump within three (3) working days from the date of the receipt of the layoff notification.

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

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

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

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

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

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

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

Employees on layoff shall notify the Human Resources Department of their current address within seventy-two (72) hours of layoff and immediately subsequent thereto of any change of address in order to afford the Human Resources Department the ability to notify said employee of recall. Failure to do so by the employee shall constitute a waiver by the employee of the employee's right to recall. The EMPLOYER will also send notice of the recall to the ASSOCIATION attorney by first class mail.
Section 11. Seniority. Employees on layoff retain accrued seniority and continue to accumulate seniority at the time of layoff for a period equal to the employee's seniority not to exceed twelve (12) calendar months from the effective date of the layoff. After that period, seniority is lost. Continuous service shall not be interrupted by a leave of absence granted pursuant to the provisions of this Agreement.

ARTICLE 4
DISCHARGE AND DISCIPLINE

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

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

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

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

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

ARTICLE 5
GRIEVANCE PROCEDURE

Section 1. A grievance is defined as a claim, reasonably and sensibly founded, of a violation of this Agreement. Any grievance filed shall refer to the specific provision alleged to have been violated, and shall adequately set forth the facts pertaining to the alleged violation and shall state the requested remedy. All grievances shall be commenced within five (5) days after the grievance has been known or shall reasonably have been known by the employee. Any claims not conforming to the provisions of this definition shall be automatically defined as not constituting a valid grievance.
Section 2. An employee having a grievance in connection with the terms of this Agreement shall present it as follows:

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

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

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

**Step 4:** If the grievance has not been settled at Step 3, the ASSOCIATION may submit the grievance to arbitration with the American Arbitration Association in accordance with its Voluntary Labor Arbitration rules, provided that the grievance is submitted to the American Arbitration Association within thirty (30) calendar days after service of the Step 3 answer. The ASSOCIATION shall
provide the EMPLOYER with a copy of any grievance submitted to the American Arbitration Association. If the grievance has not been submitted to arbitration within said thirty (30) calendar day period, it shall be considered as withdrawn.

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

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

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

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

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

C. Any grievance not appealed by the employee within the time limits shall be deemed settled on the basis of the EMPLOYER's last answer. Any grievance not answered within the time limits by the EMPLOYER shall advance to the next Step.

D. For the purpose of grievance processing only, employees shall have access to office equipment (i.e., phones, fax, copier, etc.) upon prior approval of a supervisor. This privilege shall not be abused.

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

If any employee elects to use the grievance procedure provided for under this contract and the ASSOCIATION or employee subsequently elects to utilize a statutory remedy, then the grievance shall be deemed to have been withdrawn and the grievance procedure provided for hereunder shall not be applicable. This provision shall not be interpreted to prohibit an employee from availing themselves of remedies provided under the Michigan Worker’s Compensation Act or bringing a charge with the Equal Employment Opportunity Commission while pursuing a grievance.

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

ARTICLE 6
ASSOCIATION RIGHTS

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

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

Section 2. Local Officers. The ASSOCIATION shall provide the EMPLOYER or its designee with a written list of its Local Officers upon execution of this Agreement and any subsequent changes in this list shall be provided to the EMPLOYER or its designee within seven (7) days from the date of said change.

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

Section 4. Special Meetings. The EMPLOYER and the ASSOCIATION shall meet and confer on matters of mutual concern upon the request of either party. Such discussions will be for the purpose of meeting or responding to significant changes that affect the bargaining unit, but such discussions shall not be for the purpose of conducting continuing bargaining negotiations. The parties shall not be required to meet in special conferences more than one (1) time every two (2) months. The conference shall be held at a mutually agreeable time and place. The designated ASSOCIATION employee representative shall be paid, if scheduled to work.
Section 5. Bargaining Committee. The EMPLOYER hereby recognizes a bargaining committee composed of two (2) persons. The ASSOCIATION may additionally have non-employee representative(s) as a part of the Committee. The bargaining committee's sole function shall be to meet with the EMPLOYER representatives for the purpose of negotiating a new Agreement. Negotiating sessions which are held during working hours shall not result in a loss of pay for the bargaining committee members. It is understood that the ASSOCIATION and the EMPLOYER may bring in additional personnel to address certain areas of concern and/or expertise during the collective bargaining process, if it is mutually agreed upon.

Section 6. Correspondence. A copy of all business correspondence from the ICEA Attorney, or from his/her office, addressed to any County department head, elected official, or manager, shall be sent to the County Attorney and Human Resources Director. The EMPLOYER agrees to send to the ICEA Attorney and Business Agent the Administrative Services/Personnel Committee Agenda and non-confidential materials in the packet, and the Finance Committee Agenda and minutes only on a regular basis. In addition, the EMPLOYER agrees to send the complete packet from the Board of Commissioners. In addition, the EMPLOYER agrees to provide to the ASSOCIATION, quarterly, the names and addresses of all employees represented by the ASSOCIATION.

ARTICLE 7
ASSOCIATION SECURITY AND CHECKOFF

Section 1. The EMPLOYER will not discriminate against any employee because the employee voluntarily chooses to be a member of the ASSOCIATION or to otherwise financially support the ASSOCIATION nor will the EMPLOYER discriminate against any employee who voluntarily chooses not to be a member of, or not to financially support, the ASSOCIATION.

Section 2. Upon completion of the probationary period, membership in the ASSOCIATION or compliance with payment of representation fees shall be completely voluntary. If an employee voluntarily elects to submit a dues form, the EMPLOYER agrees to deduct ASSOCIATION dues or ASSOCIATION service fees to become effective the second payday of the month, following the employee's successful completion of the probationary period.

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

Initiation fees shall be used for costs attributable to negotiating the terms of this Agreement and servicing the contract.
Section 3. Open Shop. The EMPLOYER agrees to deduct dues or fees from the salary of each individual employee in the bargaining unit who voluntarily becomes a member of the ASSOCIATION or who voluntarily authorizes the payment of representation fees, subject to all of the following conditions:

A. The ASSOCIATION shall obtain from those employees who voluntarily agree to become members or voluntarily agree to remit representation fees a completed authorization form which shall conform to the respective state and federal law(s) concerning that subject, or any interpretation(s) thereof.

B. All Check-off authorization forms shall be filed with the EMPLOYER'S Director of Human Resources, who may return any incomplete or incorrectly completed form to the ASSOCIATION's Treasurer, and no check off shall be made until such deficiency is corrected.

C. The EMPLOYER shall only check off obligations which come due at the time of check off, and will make check off deductions only if the employee has enough pay dues to cover such obligation. If an employee withdraws his/her check-off authorization form, no deduction shall be made commencing the pay-period in which the form with withdrawn. The EMPLOYER is not responsible for refund to the employee if he/she has duplicated a check off deduction by direct payment to the ASSOCIATION.

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

E. The ASSOCIATION shall provide at least thirty (30) days written notice to the Human Resources Director of the amount of ASSOCIATION dues and/or service fees and/or initiation fee to be deducted from the wages of employees in accordance with this Article. Any changes in the amounts determined will also be provided to the Human Resources Director at least thirty (30) days prior to its implementation. New check off authorization forms shall be submitted to the EMPLOYER in the event that an increase in the ASSOCIATION dues or service fee is made.

F. The ASSOCIATION agrees to defend, indemnify, and save the EMPLOYER harmless against any and all claims, suits, or other forms of liability arising out of its deduction from an employee's pay of ASSOCIATION dues, service fees, and/or initiation fee, or in reliance upon any list, notice, certification, or authorization furnished under this Article. The ASSOCIATION assumes full responsibility for the disposition of the deductions so made once they have been sent to the ASSOCIATION.
G. The ASSOCIATION shall exclusively use the check off authorization as herein provided for herein.

Section 4. Notice of New Hires. The EMPLOYER will provide notice to the ASSOCIATION of any new hires, rehires, reinstated, or transferred employees into the ASSOCIATION's bargaining unit. The EMPLOYER will provide an ASSOCIATION representative the opportunity to meet with new employees at the weekly orientation session. The ASSOCIATION shall be responsible to receive the necessary information at orientation.

Section 5. Conditional Reopener. The Parties agree that should the Right to Work legislation be overturned through the court or modified by the State of Michigan, the parties agree to meet and bargain over amendment of this section of the Collective Bargaining Agreement.

ARTICLE 8
HEALTH AND SAFETY COMMITTEE

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

ARTICLE 9
EMPLOYER RIGHTS

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

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

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

Section 4. Retention of Right. The EMPLOYER reserves and retains, solely and exclusively, all rights to manage and direct its work forces, except as expressly abridged by the specific provisions of this Agreement, including by way of illustration, but not limitation, the determination of policies, operations, assignments, schedules, subcontracting, layoffs, etc., including Sections 1 through 7 of this Article. All rights, functions, powers, and authority which the EMPLOYER has not specifically abridged, delegated, or modified by specific terms of this Agreement are recognized by the ASSOCIATION as being retained by the EMPLOYER.
Section 5. Delegations. No policies and procedures covered in this Agreement shall be construed as delegating to others or as reducing or abridging any of the authority conferred on the EMPLOYER by State law, or by the Constitution of the State of Michigan or the United States of America.

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

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

ARTICLE 10
NO STRIKE CLAUSE; PAST PRACTICE AND WAIVER PROVISIONS

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

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

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

ARTICLE 11
SUBCONTRACTING

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

ARTICLE 12
DEFINITION OF EMPLOYEES

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

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

B. Probationary employees: All new employees, except those employees specifically designated as temporary employees, shall be probationary employees for the first 1040 regular hours of employment. Temporary employees who are given the opportunity to become regular full-time employees must, as of the time they accept the opportunity, complete 1040 regular hours of probation. Regular hours excludes overtime but includes use of EMPLOYER approved accrued leave.

An employee's probationary period shall end after the employee has worked at least 1040 regular hours in a single position. If a probationary employee transfers to a new position, a new probationary period shall begin and the employee's probationary period shall end after the employee has worked at least 1040 regular hours in the new position. However, dental and vision coverages and any past holiday pay become available to the probationary employee after six (6) months of employment.

An employee is presumed to have terminated their probationary period and obtained regular status once the employee has worked 1040 regular hours for the EMPLOYER, unless the Director notified the employee that the probationary period would be extended, after which the employee may be placed on an additional probationary period up to 1040 regular hours of work.

During the probationary period, the employee shall have no seniority status and may be laid off, terminated, or disciplined in the sole discretion of the EMPLOYER without regard to his/her relative length of service. The decision of the EMPLOYER in this matter shall not be subject to the grievance procedure.
C. Temporary and Seasonal employees: An employee who is hired for a period of six (6) months or less will be considered a temporary/seasonal employee and shall not attain seniority and shall be compensated by wages only. Temporary employees who are hired into full-time positions shall have their seniority commence on their first day of employment in the full-time position. Temporary employees shall be scheduled to work 29 hours or less per week not to exceed 1508 hours.

An employee who is hired for a position for a period of six (6) months or less, and that time period begins each calendar year in approximately the same part of the year, such as summer or winter, will be considered a “seasonal employee” and shall not attain seniority in the bargaining unit and shall be compensated by wages only, and shall not be covered by the provisions of this Agreement. A seasonal employee may be scheduled on a full-time or part-time basis, but must not work in excess of six (6) months per year in a county position.

Should the employee work in excess of 6 months in a 12 month period in the same position in the same department, the employee shall be eligible for fringe benefits afforded to regular employees after said applicable number of hours, and shall acquire seniority dated back six (6) months from the date he or she completed the applicable number of hours.

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

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

ARTICLE 13
HOURS OF WORK

Section 1. Work Schedule.

A. Those employees who work on shifts shall be subject to a work schedule. Said schedule shall be posted at least five (5) working days prior to its effective date, except that it is understood that shift changes for winter maintenance may be made with twenty-four (24) hours’ notice.

B. Nothing contained within this Agreement shall be construed to constitute a guarantee of eight (8) hours of work or pay per day or forty (40) hours of work or pay per week.
C. A minimum of eight (8) hours off work will be scheduled between regularly scheduled shifts unless the employee agrees to be regularly scheduled off for a shorter period of time.

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

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

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

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

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

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

Section 6. On Call. Assistant Managers and Assistant Managers II assigned to be on-call for “weekends” shall receive a flat fee of $20 per day. Such employees have to answer cell phone calls, and be available to come in to work. If the employee does come in to work, he/she shall be paid in accordance with Section 4 of this Article.
Section 7. **Night Shift Premium.** Employees assigned to the ice making shift shall receive a night shift premium of one dollar ($1) per hour in addition to their regular hourly rate for all hours worked on the shift. The ice making shift shall be defined as any shift which has its primary function icing the ice skating rink or toboggan run. In order to receive the ice making shift premium, the work must fall between 11:00 p.m. and 6:00 a.m.

Section 8. **State Designated Election Days.** On each and every state designated election day, when there is an election in the employee's district where the employee is registered to vote, all employees over eighteen (18) years of age, shall be allowed (1) hour off from their normal duties for the purpose of casting their vote in said election.

**ARTICLE 14**
**CLASSIFICATION PLAN AND WAGE RATES**

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

The EMPLOYER reserves the right to establish new classifications and rate structures for same. Under such circumstances, the EMPLOYER shall notify the ASSOCIATION prior to it becoming effective. In the event that the ASSOCIATION disagrees with the classification and/or rates, it shall so notify the EMPLOYER in writing, within six (6) days after receipt of notice from the EMPLOYER. The parties agree to negotiate any disputed wage proposal.

Section 2. Wage rates are effective as outlined in Appendix A.

A. Effective the first full pay-period following January 1, 2018 1% wage increase added to the existing wage scale under APPENDIX A. 0% increase in year two for all pay grades with the option for re-opener as set forth below and a 0% increase in year three for all pay grades with the option for re-openers as set forth below

B. Re-opener 1: On or after August 1, 2018, either party may choose two issues for a re-opener, to take effect on or after January 1, 2019, by giving notice to the other party no later than December 1, 2018. If the issue for a re-opener is not presented in time the opportunity for a re-opener shall be waived and the contract will continue in full force and effect.

Re-opener 2: On or after August 1, 2019, either party may choose two issues for a re-opener, to take effect on or after January 1, 2020, by giving notice to the other party no later than December 1, 2019. If the issue for a re-opener is not presented in time the opportunity for a reopener shall be waived and the contract will continue in full force and effect until December 31, 2020.
Section 3. Original appointments shall be made at the entrance rate. Each successive step thereafter shall be reached in the manner outlined and shall be effective at the beginning of the pay period immediately following the appropriate anniversary or reclassification date.

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

Section 5.

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

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

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

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

E. For any employee who voluntarily moves to a lower paying position, the employee shall be placed at the Step within 5% of the next lower paid Step on the lower paying position’s salary scale. If a lower step reflecting at least a 5% reduction does not exist then the employee will move to the first step that results in a reduction in the lower paying position’s salary scale. In no event will the new salary be less than the minimum of the new salary grade.

Section 6. In the event of a newly-created position or an opening in a vacated position, employees in the bargaining unit shall have an opportunity to apply by adhering to the normal EMPLOYER’s procedure.

Section 7. An employee who is temporarily assigned to perform a majority of his/her duties and responsibilities in a position of a higher salary grade for more than forty (40) consecutive work hours shall be paid at the lower rate in the higher grade which is at least five percent (5%) above his/her regular rate. An employee so assigned
shall advance within that grade on the same basis as other employees within that
grade. An employee may be temporarily assigned to the work of any position in the
same or lower salary grade and shall not suffer any loss of pay during the period of the
temporary assignment.

Section 8. Any employee who is promoted to a higher paying position within the
bargaining unit shall have a thirty (30) day trial period. During those thirty (30) days, the
EMPLOYER, within its discretion, can demote the person to his/her former position after
meeting and consulting with the employee. That decision shall not be grievable.

Section 9. Overpayment. Any overpayment of compensation that is not
disputed by the employee shall be repaid through payroll deduction. The EMPLOYER
and employee shall attempt to negotiate a repayment schedule. If the parties are
unable to agree on a repayment schedule, the EMPLOYER may deduct up to five (5%) percent of an employee's gross bi-weekly pay.

Section 10. Unit employees shall be paid on a bi-weekly basis. All unit
employees will be paid by direct deposit or by payroll debit card in accordance with the
requirements of MCL 408.476.

ARTICLE 15
RECLASSIFICATION

Employees will utilize Ingham County’s existing Reclassification Procedure.

ARTICLE 16
MILEAGE REIMBURSEMENT

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

ARTICLE 17
EDUCATIONAL REIMBURSEMENT

The EMPLOYER will consider tuition reimbursement and release time on a
case-by-case basis. The primary criteria for determining eligibility shall be that the
curriculum or course shall be directly related to the job, and that the skills to shall be
derived from the course are needed at the time for the operation of the
Parks Department. However, the Board may consider other factors when making its
decision such as but not limited to attendance, job performance, and the amount of
benefit expected to shall be derived by the Ingham County Parks Department.
The decision of the Board shall not be grievable.
ARTICLE 18
UNIFORMS

Section 1. If the EMPLOYER requires an employee to wear uniform articles of clothing for purposes of public identification, they will be furnished at the EMPLOYER's expense.

Section 2. Employees shall receive a safety boot allowance of one hundred fifty dollars ($150.00). Said allowance shall be paid along with the first pay period of the year.

ARTICLE 19
TOOLS/TOOL ALLOWANCE

Section 1.

A. During the month of January for each year of this Agreement, the EMPLOYER shall pay a total tool allowance of:

1. $125 to each Ranger
2. $300 to each Mechanic, who have been compensated by the EMPLOYER for a full year.

B. For employees who are compensated by the EMPLOYER for employment for less than a full year, the tool allowance shall be prorated on a one-two hundred sixty-fifth (1/265) basis for each full month the employee is compensated.

1. An employee will not be considered to have been compensated for employment for any month in which he/she received worker's compensation payments.

Section 2. Mechanic: Stolen tools of comparable value will be replaced by the EMPLOYER if those tools were in a locked tool box, within a locked building. Further, tool replacement is contingent upon a police report being filed which verifies that a larceny took place.

ARTICLE 20
RETIREMENT

Section 1. The EMPLOYER provides for eligible employees hired prior to January 1, 2013, at an employee cost of 1.2% which shall be deducted from payroll, Municipal Employees Retirement System, Benefit Plan B-3. The EMPLOYER shall abide by all the terms and conditions of that program with the Municipal Employees Retirement System. For eligible employees hired on or after January 1, 2013 the Employer shall offer a MERS Hybrid Plan. The Plan will consist of a Defined Benefit
(DB) component with a 1.25% Benefit Multiplier and a Defined Contribution (DC) component. The County and the Employee will contribute to the Defined Contribution (DC) component of the Plan. The County and the Employee contributions shall be a minimum of 1% of the Employee's payroll, and the Employer will match the Employee's contribution up to 1.0% of payroll for the cost of the Defined Contribution (DC) component of the Plan. Employees will be allowed to make additional contributions as allowed under the Plan, MERS regulations, and any applicable laws. Employees will be 100% vested for Employer contributions to the DC component of the Plan after five (5) years of service, and the DB component of the Plan after six (6) years of service. The Hybrid Plan shall have a FAC 3 Years as to the DB component. Full-time employees hired before adoption of the Plan may convert to the Hybrid Plan at their option in accordance with the terms of the Plan, pursuant to MERS requirements, and MERS Uniform Hybrid Program Resolution as adopted by the County Board of Commissioners.

Section 2.

A. For employees who retire after January 1, 2013, once the retiree becomes Medicare eligible age, he/she must apply for Medicare. Coverage may be supplemented with the Medicare Supplement Plan implemented as part of the Health Care Cost Containment Committee process. The Employer may change the Medicare Supplement Plan as part of the Health Care Cost Containment Committee process and with prior written notice to the retiree.

B. Employees hired on or after January 1, 2013, shall receive retiree health insurance as follows:

- After 10 years of service  50% of the Employer's contribution for active employee single coverage.
- After 15 years of service  75% of the Employer's contribution for active employee single coverage.
- After 20 years of service  100% of the Employer's contribution for active employee single coverage.

The Employer's contribution shall be capped at the above percentage amount of the existing contribution for current employees for single health care coverage. Employees shall not be eligible until they reach 60 years of age.

C. Employees who have met the vesting requirements with Ingham County service only, and who are immediately eligible for retirement benefits and who were hired prior to January 1, 2013 shall be provided single subscriber health and hospitalization coverage. Non-Medicare eligible retirees shall receive the same health coverage options as active employees, if available, with a benchmark as set forth in Article 22,
including the increase in the benchmark as set for in Article 22. Increases in premium costs which exceed the benchmark will be shared 50/50 by the EMPLOYER and the retiree on a monthly basis.

D. A retiree who chooses an option of less than the benchmark may apply the difference between the premium for that coverage, if less, and the maximum single subscriber amount paid under Article 13 for retirees, if any, to the coverage for his/her spouse.

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

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

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

Section 4. Employees who have met the vesting requirements with Ingham County service only, retire during the period of this Agreement, and are immediately eligible for retirement benefits as provided in the above plan, shall be provided with Two Thousand Dollars ($2,000) life insurance coverage, payable to their beneficiary at the time of their death, and the total cost of this coverage shall be borne by the EMPLOYER.

Section 5. The EMPLOYER reserves the right to obtain a retirement plan different than the Municipal Employees' Retirement System, provided that the current benefits provided to employees are not reduced. However, prior thereto, the EMPLOYER shall notify the ASSOCIATION at least ten (10) days in advance and meet and confer with the ASSOCIATION.
ARTICLE 21  
I.R.S. SECTION 125

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

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

ARTICLE 22  
HEALTH, DENTAL AND VISION INSURANCE

The parties recognize that this Article is subject to the requirements of the federal Patient Protection and Affordable Care Act (P.L. 111-148), the Health Care and Education Reconciliation Act of 2010 (P.L. 111-152), and the Michigan Publicly Funded Health Insurance Contribution Act, 2011 Public Act 152, as amended (MCL 15.561 et seq.).

The medical coverage plan may be modified to comply with federal law and if the County Board of Commissioners, for subsequent plan years commencing 2019, implements, in its discretion and pursuant to 2011 PA 152, either a hard cap election or employee contributions necessary to meet the requirement that the Employer pay no more than 80% of the total annual costs of all of the medical benefit plans election, bargaining unit employees will be required to make contributions under the election made by the Board of Commissioners.

Section 1. Hospitalization Insurance Coverage.

A. Effective January 1, 2018, 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 Standard Option Plan: L0000280 - Class 1010

The out-of-network costs for the Standard Plan shall be fully covered through the Employer's premium contribution.

Prescription drug coverage will be provided by the Employer through Physicians Health Plan using CVS/Caremark as the Pharmacy Benefit Manager.

Drug Plan: Prescription drug co-pays for Generic drugs are $5.00. The co-pays for Preferred Brand drugs will be $30.00. Non-Preferred co-pays will be $60.00. 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 (90 day supply) Generic co-pays will be $10.00. Mail order (90 day supply) Preferred co-pays will be $60.00. Mail order (90 day supply) Non-Preferred co-pays will be $120.00. 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 CVS/Caremark. 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 Physicians Health Plan using CVS/Caremark 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, 2018, 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** = $965.25
- **2-Person** = $859.99
- **Single** = $410.74
- **Retirees** = $416.24

Any costs incurred for health claims assessments under 2011 Public Act 142, being MCL 550.1733 et seq, will be shared 50/50 by the Employer and the employees.

These benchmarks may be adjusted annually as recommended by the Ingham Health Coalition and approved by the Ingham County Board of Commissioners, but shall be increased no less than two percent (2%). Increases in premium costs exceeding the benchmark will be shared 50/50 by the Employer and the employees with the employees' payment made through payroll deduction under the Section 125 Plan.
The parties will retain the Health Care Coalition which will continue to meet on ways to reduce health care costs and to avoid and reduce potential co-pays of both the Employer and the employees. The Employer will provide the Association and the Coalition new health care premium rates as soon as they are available.

Section 2. An employee shall become covered upon completion of the required forms and upon his/her acceptance by the carrier as a participant. The Employer shall pay the entire premium cost for full family coverage for each eligible full-time employee, except as otherwise provided hereunder. (See Section 1, effective December 31, 1991 and Section 8 of this Article.) Payroll deductions will be made for any additional cost as provided under this Article.

Section 3. The Employer reserves the right to substitute another carrier, provided the fundamental provisions of the above coverage will not be changed.

Section 4. In the event that a non-probationary employee is laid off, he/she may retain medical coverage as provided by COBRA, providing he/she pays the full premium cost of the insurance. Provided further, that such payment is authorized by the insurance carrier.

Section 5. 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 an amount based upon the coverage to which the employee is otherwise eligible at the time of election (full family, two persons, or single subscriber) directly to the employee as taxable compensation. The amounts payable, based on the applicable coverage, shall be as follows:

<table>
<thead>
<tr>
<th>Coverage</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Full Family</td>
<td>$244.77 if participating prior to 1/1/2007</td>
</tr>
<tr>
<td>2-Person</td>
<td>$217.86 if participating prior to 1/1/2007</td>
</tr>
<tr>
<td>Single</td>
<td>$128.65 if participating prior to 1/1/2007</td>
</tr>
<tr>
<td>New enrollment on or after 1/1/2007</td>
<td>$128.65</td>
</tr>
</tbody>
</table>

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

Section 6. Dual Coverage. In the event two married individuals 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 6 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. They are entitled to two individual single plans with the County as required under ACA or they can choose 2-person coverage. Employees losing medical coverage from their spouse shall notify the County Financial Services Department in time so that the employee may re-enroll in a health care plan beginning the first day of the month following the loss of alternate
coverage. For employees participating in the waiver plan prior to January 1, 2007, the spouse receiving the waiver payment will receive $128.65 per month as taxable compensation. For newly formed couples either through marriage or new employment on or about January 1, 2007, there will be no eligibility for health waiver payments.

Section 7. Newly hired full-time employees shall receive single subscriber coverage only for the first ninety (90) calendar days of their employment. Additional coverage may be obtained if the employee so desires. In that event, the employee, through payroll deduction, shall be responsible for the difference. Upon completion of the first ninety (90) calendar days of employment, each full-time employee will be eligible for full family coverage. Dependents will be covered the first of the month following the employee’s completion of the first ninety (90) calendar days of employment.

Section 8. Effective the first of the month following 30 days after execution of the contract by all the parties in 2003, retirees eligible for retiree health and hospitalization coverage may also enroll at the retirees’ cost in dental and vision coverages offered to active employees, provided they enroll for such coverages upon retirement. Retirees that enroll in dental and vision coverage and subsequently drop coverages, may not re-enroll.

Section 9. Unless prohibited by law, certain individuals who satisfy the requirements of Resolution #08-042 will be provided health insurance pursuant to the benefit eligibility requirements of the County, health care providers and IRS regulations. Such provision of healthcare benefits are subject to elimination or modification by the County to the extent permitted by law. If such provisions of health care benefits are no longer permitted by law, the requirements of Resolution #08-042 shall still be used to determine eligibility for other benefits as referenced in other Articles of this Agreement.

Section 10. Health Care Cost Coalition. The Employer and the Association recognize the rapidly escalating health care costs, including the cost of medically unnecessary services and inappropriate treatment, have a detrimental impact on the health benefit program. The parties hereby establish a joint coalition for the purpose of investigating health care cost containment issues which shall continue during the term of this Agreement, including medical, dental and optical insurance; health insurance waivers; and health flexible benefit programs, health savings account plans, and similar programs. The Coalition shall be subject to the following provisions:

A. The Coalition shall be comprised of representatives from the Employer and each bargaining unit who agree to participate.

B. The Association representatives shall be granted time off with pay as is reasonably necessary to meet.

C. The Coalition shall meet at the mutually agreed upon times agreed to by the Employer and the bargaining unit Coalition representatives. Minutes of each meeting shall be taken.

D. Any tentatively agreed healthcare plan changes by the Coalition will be presented
to the Employer and each bargaining unit for ratification pursuant to each party's normal ratification procedure.

**Section 11.** The Employer and the Association agree to negotiate on the addition of alternate health plans should the Employer so request of the Association. However, such plans cannot be implemented without the mutual agreement of the parties.

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

**Section 12.** It is the intent of the parties to this Agreement to implement the recommendations of the Ingham County Health Care Coalition for the 2018 health care options as approved by the Ingham County Board of Commissioners in Resolution # 17-404, including maintenance of the HRA plan, the comprehensive healthcare management program, and the use of the previous year's savings from the self-insured portion of the plan as a one-time reduction in the 2018 employee premium cost share. It is the intent of the parties to this Agreement to continue the recommendations of the Ingham County Health Care Coalition for the 2015 in Resolution # 14-436 of the 50% of any net savings in health care costs to reduce employee premium cost share beginning in 2016, being applied to all employee groups that agree to implement the comprehensive healthcare management program.

**Section 13. Dental Insurance.** The County shall provide dental insurance for full-time, ¾ time and part-time employees and their dependents as follows:

<table>
<thead>
<tr>
<th>Class I Benefits</th>
<th>Employee or Insurance Pays</th>
<th>Patient Pays</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cleaning</td>
<td>100%</td>
<td>-0-</td>
</tr>
<tr>
<td>X-Ray</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6 Month checkups</td>
<td></td>
<td></td>
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<tr>
<td>Radiographs</td>
<td></td>
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<tr>
<td>Basic Restoration</td>
<td></td>
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<tr>
<td>Periodontics</td>
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<tr>
<td>Endodontics</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Basic filings</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Crowns</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Class II Benefits</td>
<td>75%</td>
<td>25%</td>
</tr>
<tr>
<td>Major Restorative</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Oral Surgery</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bridges</td>
<td></td>
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</tr>
</tbody>
</table>

Payment under this provision is limited to One Thousand Dollars ($1000) maximum per person, per contract year for Class I and Class II 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.
A. Probationary, special part-time and temporary employees are not eligible for coverage.

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

Section 14. Vision Insurance. Unit members will be afforded the same vision insurance plan as managerial and confidential employees, being Vision Service Plan B. Eyes exams will be provided every 12 months with a $10.00 copay at participating providers. Frames and lenses will be provided every 24 months ($115.00 retail allowance) with a $25.00 copay. Lenses may also be obtained at 12 months if there is a medical/optical need. In lieu of the lens and frame benefits, contact lenses may be substituted.

ARTICLE 23
LIFE INSURANCE

Section 1. Effective upon ratification of this Agreement the EMPLOYER shall provide life insurance coverage in the amount of Forty Thousand Dollars ($40,000), including double indemnity for accidental death, for full-time employees only.

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

ARTICLE 24
DISABILITY PLAN

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

A. Upon proper medical determination of disability due to a non-work related illness or injury, the EMPLOYER will provide fifty percent (50%) of the employee's gross salary to a maximum of $300 per week for a maximum of one hundred four (104) weeks.

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

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

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

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

ARTICLE 25
WORKER'S COMPENSATION

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

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

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

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

C. Employees who have accumulated at least one hundred sixty (160) hours, but less than four hundred (400) hours, of sick leave are permitted to use their accumulated sick time as a supplement to worker's compensation so that they will receive approximately eighty percent (80%) of their normal straight-time pay.

D. Employees who have one hundred fifty-nine (159) hours or less of accumulated sick leave shall not be entitled to utilize this Section.

E. Employees who have accumulated sick leave of four hundred one (401) hours or more may use their accumulated sick leave so as to receive ninety percent (90%) of their normal straight-time pay.

F. The eighty percent (80%) and ninety percent (90%) wages noted above shall be gross wages minus normal tax deductions and other deductions.

EXAMPLE:

If an employee's gross paycheck is One Hundred Fifty Dollars ($150) and his/her net paycheck is One Hundred Dollars ($100), and worker's compensation payments are Sixty Dollars ($60), the EMPLOYER'S obligation is to pay Twenty Dollars ($20), provided the employee meets the above requirements.
ARTICLE 26
VACATION

Section 1. Accrual Rate. Employees hired before January 1, 2013 shall earn vacation credits for each payroll period of eighty (80) compensated hours and pro-rata increments thereof according to the following schedule:

<table>
<thead>
<tr>
<th>Continuous Service</th>
<th>Hours Earned Each Fully Compensated Payroll Period</th>
</tr>
</thead>
<tbody>
<tr>
<td>One Year</td>
<td>3.693 hours (96)</td>
</tr>
<tr>
<td>Two Years</td>
<td>4.00 hours (104)</td>
</tr>
<tr>
<td>Three Years</td>
<td>4.923 hours (128)</td>
</tr>
<tr>
<td>Four through Eight Years</td>
<td>5.231 hours (136)</td>
</tr>
<tr>
<td>Nine Years</td>
<td>5.846 hours (152)</td>
</tr>
<tr>
<td>Ten through Fourteen Years</td>
<td>6.492 hours (168)</td>
</tr>
<tr>
<td>Fifteen through Nineteen Years</td>
<td>6.769 hours (176)</td>
</tr>
<tr>
<td>Twenty Years and over, of uninterrupted employment.</td>
<td>7.077 hours (184)</td>
</tr>
</tbody>
</table>

Employees hired on or after January 1, 2013 shall earn vacation credits for each payroll period of eighty (80) compensated hours and pro-rata increments thereof according to the following schedule:

<table>
<thead>
<tr>
<th>Continuous Service</th>
<th>Hours Earned Each Fully Compensated Payroll Period</th>
</tr>
</thead>
<tbody>
<tr>
<td>One Year</td>
<td>2.769 hours (72)</td>
</tr>
<tr>
<td>Two Years</td>
<td>3.076 hours (80)</td>
</tr>
<tr>
<td>Three Years</td>
<td>3.384 hours (88)</td>
</tr>
<tr>
<td>Four through Eight Years</td>
<td>4.307 hours (112)</td>
</tr>
<tr>
<td>Nine Years</td>
<td>4.615 hours (120)</td>
</tr>
<tr>
<td>Ten through Fourteen Years</td>
<td>5.230 hours (136)</td>
</tr>
<tr>
<td>Fifteen through Nineteen Years</td>
<td>5.846 hours (152)</td>
</tr>
<tr>
<td>Twenty Years and over, of uninterrupted employment.</td>
<td>6.769 hours (176)</td>
</tr>
</tbody>
</table>

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

Section 3. The employee’s immediate supervisor shall determine the number of employees, if any, that can be spared to take their vacation at any given time.
Section 4. Absence on account of sickness, illness, or disability in excess of that hereinafter authorized for such purposes may, at the request of the employee and with the approval of the Director of Parks or his/her designee, be charged against vacation allowances.

Section 5. If an employee, who is otherwise eligible for vacation with pay leaves employment after giving two weeks' notice, or retires or dies without having received the vacation, such employee will receive, along with his/her final paycheck, the accumulated vacation pay for which he/she had accrued.

Section 6. The maximum accumulation of vacation is limited to three hundred (300) hours.

Section 7. The Director of Parks or his/her designee may require that vacation time be used in cases where the employee's position is State or federally funded and the termination date is known in advance as a condition of the funding agreement.

Section 8. Vacation time shall be taken in not less than one-half (½) hour increments.

Section 9. 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 (½) hour increments.

G. Vacation bonus shall be earned on a pro-rata basis. Employees who do not remain 12 months for of any year shall have any vacation bonus paid, deducted from their last paycheck pro-rata, based upon the total number of months worked. This section excludes retirees who retire and are immediately eligible for benefits.
ARTICLE 27
HOLIDAYS

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

- New Year's Day
- Martin Luther King Day
- President's Day
- Good Friday
- Memorial Day
- Independence Day
- Labor Day
- Veterans' Day
- Thanksgiving Day
- The day following Thanksgiving Day
- The day before Christmas Day
- Christmas Day
- New Year's Eve Day

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

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

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

Section 5. To be eligible for holiday pay, an employee must work all scheduled hours the last scheduled day before and the first scheduled day after the holiday (plus the holiday, if scheduled subject to Section 3 above), unless the absence has been previously approved, in writing, by the Director of Parks or his/her designee. An employee using sick leave before or after a holiday may be required by the Director of Parks to provide legitimate medical verification to the Employer to substantiate that he or she was truly ill or injured if the employer has reasonable suspicion of abuse of sick leave. Holiday pay shall not be given until such medical verification is given to the Employer.

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

Section 7. If an employee is scheduled to work a holiday weekend where the holiday falls on a Friday or Monday, the department/management will offer the union employee the option to work the holiday.
ARTICLE 28
PERSONAL LEAVE

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

ARTICLE 29
SICK LEAVE

Section 1. Full-time employees shall accumulate one (1) day of paid sick leave per month for each fully compensated month not to exceed a total accumulation of one hundred twenty (120) days. The accrual rates in Section 1 of this Article are based upon a full-time employee being on the active payroll and compensated for all of the period. Being on the active payroll and compensated means receiving wages, or on paid leave, such as paid sick leave, holidays, vacation, compensatory leave, county paid military leave, or paid union leave. An employee shall not be considered on the active payroll and being compensated when they are on unpaid leaves, workers compensation, disability leave, unpaid FMLA, or layoff. Accruals shall be prorated if a full time employee is on the active payroll and compensated less than eighty (80) hours in a payroll period.

Section 2. The employee must notify the Director of Parks or his/her designee not later than one-half hour prior to his/her normal starting time on the first day of absence unless the circumstances surrounding the absence make such reporting impossible, in which event such notification must be made as soon thereafter as possible. On each successive day of absence the employee shall contact the Director of Parks or his/her designee, unless waived by the Director, in order to advise the Director of Parks of the general nature of the illness and probable duration of the absence. Failure to do so will disqualify the employee for sick leave payment and may result in disciplinary action.

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

A. When an employee's absence from work is due to his/her non-duty incurred illness or injury.

B. When an employee's spouse, children, or any person for whom he/she is legally responsible becomes ill or is accidentally injured, which necessitates the employee's absence. This time shall be counted for FMLA leave in the event it qualifies.
C. Upon the birth of an employee’s child, he may use up to three (3) days sick leave credits when it is necessary that he shall be absent from work for the purpose of caring for his other children, which period may be extended due to complications arising out of said condition.

D. The EMPLOYER may require medical proof of the necessity for said sick leave, in which event the involved employee shall be required to produce a statement from a medical doctor certifying to the necessity for such absence.

E. The EMPLOYER may require an employee to undergo a fitness for duty evaluation by a physician at the EMPLOYER’S expense. The time spent by the employee shall be compensable as hours worked.

F. An employee who makes a false claim for paid sick leave shall be subject to disciplinary action.

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

Section 5. Annual Cash-Out Option. Upon execution of a written option, an employee shall be paid for one-half (½) of the balance of the sick leave credit earned but unused during the twelve (12) month period commencing with the first pay period that ends in January of each year, at the base rate of compensation in place during December of the contract year, to a maximum of forty (40) hours. The remainder of the employee's sick leave balance shall accumulate as set forth in this Article. The payment request shall be submitted on the designated form no later than May 15th, and payment therefor shall be received no later than June 15th of each year. In the first year of the transition from the December pay date to the June pay date, the employee's will be offered the opportunity to cash-out one-half (1/2) of the balance of sick leave credit earned but unused during the six (6) month period between the second pay period of November 2017 and the first pay period in May 2018 for payment by June 15th 2018, not to exceed 20 hours. Upon notice of retirement during the first year of the transition, the retiring employee may receive an additional 20 hours of existing sick leave balance at straight time.

Section 6. Payment of accumulated unused sick leave credits upon death or retirement under the Michigan Municipal Employees Retirement System shall be made to the employee hired before January 1, 2012 or his/her estate at the hourly rate he/she was paid on the last day he/she worked in accordance with the following schedule:

1. **Death**: 50% of a maximum 120 days (maximum payout 60 days) upon death of the employee to the designated beneficiary.

2. **Retirement**: 50% of a maximum 120 days (maximum payout 60 days) upon retirement of the employee.
3. No payment upon separation of employment for any reason other than retirement or death.

Employees hired on or after January 1, 2012, shall receive payout for death or retirement at the rate of 25% of accrued hours up to a max accrual of 120 days (maximum payout 30 days).

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

ARTICLE 30
FAMILY MEDICAL LEAVE ACT

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

ARTICLE 31
FUNERAL LEAVE

Section 1. If a death occurs among a member of an employee's immediate family, the employee will be excused from work for up to five (5) working days from the date of death. Immediate family is defined as: spouse, other qualified adults as defined in County Policy, children, parents, father-in-law, mother-in-law, step-parent, step-child, brother, sister, step-sister, step-brother, and grandchildren. Additional time may be granted by the Director of Parks or his/her designee which shall be charged against earned sick leave, vacation accumulation, or personal leave.

Section 2. In the event of a death of an employee's non-immediate family, the employee shall be excused from work for up to two (2) working days, without loss of pay. Non-immediate family is defined as: grandparents, uncle, aunt, nephew, niece, brother-in-law, sister-in-law, daughter-in-law and son-in-law. Additional time may be granted by the Director of Parks or his/her designee which shall be charged against earned sick leave, vacation accumulation, or personal leave.

ARTICLE 32
MILITARY LEAVES OF ABSENCE

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

ARTICLE 33
UNPAID LEAVES OF ABSENCE

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

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

A. The Director of Parks or his/her designee shall be notified of the absence at least one-half (½) hour prior to the start of the shift.

B. If one-half (½) hour notice cannot be given because of unforeseen circumstances, the employee shall contact his/her supervisor or someone designated by him/her as soon as possible.

ARTICLE 34
LONGEVITY PLAN

Section 1. All regular full-time employees, who hired in the County prior to January 1, 2014, having completed four (4) years of continuous, regular, compensated employment prior to December 1, shall be eligible to receive a longevity bonus based upon the schedule set forth below.

A. A year is defined as December 1 through the following November 30.

B. The following will not affect eligibility during the initial four (4) year eligibility period only: ten (10) work days or less of authorized unpaid leave and/or thirty (30) calendar days or less of unpaid sick leave, including workers’ compensation, each year.

C. 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.

D. Employees hired into Ingham County on or after January 1, 2014, shall not be eligible for longevity payments.

E. 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.

F. All other employees whose employment terminates for other reasons prior to December 1 shall not be eligible to receive a longevity bonus. After the four (4) year eligibility period, as stated above, employees on an authorized unpaid leave of absence, as permitted under this contract, during the twelve (12) month
eligibility period for a longevity bonus other than their initial longevity bonus, shall receive a prorated payment based on the number of complete months he/she received full Employer compensation (excludes worker's compensation), provided that the employee is eligible and receives a longevity payment the following year. Under such circumstances, the employee shall receive a retroactive prorate payment at the rate it was earned. The above limitation shall not be applicable to authorized leaves of absence which do not exceed in total thirty (30) days in a year. For example, if an employee is granted a fifteen (15) day leave one month and a fifteen (15) day authorized leave another month, and is otherwise eligible, he/she shall not lose any longevity payment. Employees on unpaid leave of absence due to illness during the 12-month eligibility period for a longevity bonus, other than their initial longevity bonus, shall receive a prorated payment based on the number of complete months he/she received full Employer compensation.

Section 2. 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.

Section 3. The longevity bonus payment schedule shall be as follows:

<table>
<thead>
<tr>
<th>Continuous Employment*</th>
<th>Annual Bonus</th>
</tr>
</thead>
<tbody>
<tr>
<td>2014 through 2018</td>
<td>5% of Annual Wage</td>
</tr>
<tr>
<td>2019 through 2023</td>
<td>7% of Annual Wage</td>
</tr>
<tr>
<td>2024 or more years</td>
<td>9% of Annual Wage</td>
</tr>
</tbody>
</table>

Section 4. The longevity bonus shall be computed as a percentage of the employee's annual base salary or wage. Base salary or wage shall be that which an employee is being paid on October 1 of the fiscal year in which a longevity bonus is due, and shall not include overtime pay, premium pay, uniform allowance per diem, or travel allowance, or any other compensation, including worker's compensation. No longevity payment as above scheduled shall be made for that portion of an employee's base salary which is in excess of TWENTY THOUSAND DOLLARS ($20,000.00).

Section 5. By November 1 of each year, each department head shall furnish the Financial Services Department with a list of employees who are eligible to receive a longevity payment. The department head shall indicate the amount of the longevity bonus due such employee.

Section 6. 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 prorate basis.

Section 7. IT is expressly understood and agreed that worker's compensation is not considered paid time or "compensation" for the purposes of this Article.
Section 8. An eligible employee would not lose all prior years of service for the initial longevity period if he/she were on an approved unpaid leave of ninety (90) days or less. For a leave of ninety-one (91) days or more, he/she would forfeit all prior years and would have to start all over again. The employee would lose the year where the leave of absence occurs for the ninety (90) days or less for computing longevity.

ARTICLE 35
SAVINGS CLAUSE

If any provision of this Agreement is found Invalid by operation of law or by any board or court of competent jurisdiction, or if compliance with or enforcement of any provision is permanently restrained by any court, the remainder of this Agreement, and any supplements thereto, shall remain in full force and effect, and the EMPLOYER and the ASSOCIATION at the request of either party shall enter into negotiations for the purpose of arriving at a mutually satisfactory replacement for such provision.

ARTICLE 36
TRAVEL ALLOWANCE

For any employee requests to attend out of State conference, training or workshop, etc., and voluntarily resigns within six (6) months of attending such conference, training or workshop, etc., the employee shall repay the County the costs attributed to the conference, training or workshop, etc., by payroll deduction. The employee will be provided with a listing of all costs and sign an acknowledgement prior to attendance.

ARTICLE 37
TERMS OF THE AGREEMENT

Section 1. The Agreement shall become effective upon January 1, 2018 and it shall continue in its full force and effect until 11:59 p.m. on the 31st day of December, 2020.

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

Section 3. To the extent required by MCL 423.215 (7), an Emergency Manager appointed under the Local Government and School District Fiscal Accountability Act (being MCL 141.1501 et seq) may reject, modify, or terminate provisions of this collective bargaining agreement as provided in the Local Government and School District Fiscal Accountability Act.

*SIGNATURE PAGE FOLLOWS:
IN WITNESS WHEREOF:

The parties have set their hands this 11th day of December, 2018.

COUNTY OF INGHAM

Victor Celentino, Chairperson
County Board of Commissioners
Date: 12/11/18

Tim Morgan, Director
Ingham County Parks Department
Date: 11/13/18

INGHAM COUNTY EMPLOYEES ASSOCIATION

Tim Buckley, President
Date: 11/13/18

Jeff Donahue, Attorney
Date: 11/13/18

APPROVED AS TO FORM
FOR THE COUNTY OF INGHAM:
COHL, STOKER & TOSKEY, P.C.

/s/ Mattis D. Nordfjord

n:\client\ingham\parks\negs\park rangers\2018\2018 re-draft\2018 icea park rangers cba (v2) 10.25.18.doc
APPENDIX A

2018 WAGE SCALE

<table>
<thead>
<tr>
<th>STEP</th>
<th>Assistant Park Managers</th>
<th>Mechanic</th>
<th>Park Ranger</th>
</tr>
</thead>
<tbody>
<tr>
<td>1: Entrance</td>
<td>46,597.98</td>
<td>41,176.78</td>
<td>39,051.93</td>
</tr>
<tr>
<td>2: 6 Months</td>
<td>49,066.15</td>
<td>43,134.72</td>
<td>40,809.27</td>
</tr>
<tr>
<td>3: 1.5 years</td>
<td>51,659.92</td>
<td>45,039.84</td>
<td>42,649.99</td>
</tr>
<tr>
<td>4: 2.5 Years</td>
<td>56,299.10</td>
<td>46,986.15</td>
<td>44,574.12</td>
</tr>
<tr>
<td>5: 3.5 Years</td>
<td>59,275.32</td>
<td>48,935.63</td>
<td>46,584.86</td>
</tr>
<tr>
<td>6: 4.5 Years</td>
<td>62,415.34</td>
<td>50,403.56</td>
<td>48,680.07</td>
</tr>
</tbody>
</table>

Any change in classification, step increase or wage adjustment will be implemented the first full pay period following the effective date of such change.
APPENDIX B

RANGER – TOOL LIST

Quantity Tool
150' Tape Measure
1 16' Tape Measure
1 16oz Claw Hammer
1 Standard Siding Bar
2 Pipe Wrenches, 1-12" and 1-14"
1 12" Adjustable Wrench
1 8" Adjustable Wrench
1 Wrench Set-Box End/Open End Sizes: 3/8", 7/16", 1/2", 9/16", 5/8", 11/16" and 3/4"
1 3/8" Deep Well Socket Set w/6" Extension
1 4" Regular, Straight Screw Driver
1 Small, Straight Screw Driver
1 4" Regular, Phillips Screw Driver
1 6" Needle-Nose Pliers w/ Side Cut, Wire Strip
1 8" Regular Pliers
1 7" Locking Pliers
1 Tool Box for Tools
1 Hack Saw
1 3-Sided Sloan Valve Adjustable Wrench
1 Diagonal Wire Cutting Pliers
1 Razor Knife
1 12" Small Level
1 Tri-Square
1 1 ½ Round File/Flat File
1 Cat Paw Nail Puller
APPENDIX C

MECHANIC -- TOOL LIST

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

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION AMENDING RESOLUTION #18-009 APPROVING A COLLECTIVE BARGAINING AGREEMENT WITH INGHAM COUNTY EMPLOYEE'S ASSOCIATION – PARK RANGERS

RESOLUTION # 18 – 488

WHEREAS, Resolution 18-009, Resolution Approving a Collective Bargaining Agreement with Ingham County Employee’s Association – Park Rangers, intended to authorize an agreement between representatives of Ingham County and the Ingham County Employee’s Association (ICEA) – Park Rangers for the period January 1, 2018 through December 31, 2020; and

WHEREAS, the period of the agreement is inaccurately stated in the THEREFORE BE IT RESOLVED clause as January 1, 2016 through December 31, 2017; and

WHEREAS, the Board of Commissioners wish to amend the resolution to reflect the correct period of time for the agreement.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners hereby amends Resolution 18-009, Resolution Approving a Collective Bargaining Agreement, to reflect the time period of the agreement as January 1, 2018 through December 31, 2020.

BE IT FURTHER RESOLVED, that the Chairperson of the Ingham County Board of Commissioners is hereby authorized to sign the contract after approval as to form by the County Attorney.

COUNTY SERVICES: Yeas: Nolan, Sebolt, Grebner, Celentino, Hope, Maiville
Nays: None  Absent: Naeyaert  Approved 11/20/2018

FINANCE: Yeas: Grebner, Crenshaw, Tennis, Slaughter, Triplett, Schafer
Nays: None  Absent: Morgan  Approved 11/20/2018

RECEIVED
DEC 11 2018

INGHAM COUNTY CLERK
Introduced by the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION APPROVING A COLLECTIVE BARGAINING AGREEMENT
WITH INGHAM COUNTY EMPLOYEE'S ASSOCIATION – PARK RANGERS

RESOLUTION #18-009

WHEREAS, an agreement has been reached between representatives of Ingham County and the Ingham County Employee’s Association (ICEA) – Park Rangers for the period January 1, 2018 through December 31, 2020; and

WHEREAS, the agreement has been ratified by the employees within the bargaining unit.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners hereby approves the contract between Ingham County and the Ingham County Employee’s Association (ICEA) – Park Rangers for the period January 1, 2016 through December 31, 2017.

BE IT FURTHER RESOLVED, that the Chairperson of the Board of Commissioners is authorized to sign the contract on behalf of the County, subject to the approval as to form by the County Attorney.
Highlights of the agreement include the following:

- **Contract Duration:** January 1, 2018 thru December 31, 2020

- **Salary Schedule (Article 14 and Appendix A):**
  - 2018 – 1% wage increase to the current 2017 wage scales.
  - 2019 – 0% wage increase to the 2018 wage scale. In addition, on or after August 1, 2018, either party may choose two issues for a re-opener, to take effect on or after January 1, 2019, by giving notice to the other party no later than December 1, 2018.
  - 2020 – 0% wage increase to the 2019 wage scale. In addition, on or after August 1, 2019, either party may choose two issues for a re-opener, to take effect on or after January 1, 2020, by giving notice to the other party no later than December 1, 2019.

- **Uniforms (Article 18)** – Increase boot allowance to $150

- **Hospitalization – Medical Coverage (Article 22)**
  Incorporate the changes from the Health Care Coalition for 2018 into this article, as approved by Ingham County Board of Commissioners.

- **Life Insurance (Article 25)** – Increase to $40,000

- **Sick Leave (Article 31): Annual Cash-Out Option**
  Each year the employee may request to be paid for one-half (1/2) of the sick leave credit earned during the prior 12 month period. Effective in 2018, the payment period is changed from January 15th to June 15th.
LETTER OF UNDERSTANDING
BETWEEN
COUNTY OF INGHAM
AND
INGHAM COUNTY EMPLOYEES' ASSOCIATION
PARK RANGERS

WHEREAS, the COUNTY OF INGHAM, a municipal body corporate of the State of Michigan (the "Employer") and the INGHAM COUNTY EMPLOYEES ASSOCIATION (the "Association") are parties to a collective bargaining agreement with a term running through December 31, 2020 (the "Agreement"); and

WHEREAS, the Agreement contains Article 14, Section 2, Sub-Section B (p 18) which allowed either party to choose two issues for a re-opener to take effect on or after January 1, 2019; and

WHEREAS, the Employer and the Union met to discuss the re-opener and have agreed to revise and replace the Wage Scale in Appendix A to reflect a 2% wage increase effective January 1, 2019 (p 41), and revise the vacation credits for employees hired on or after January 1, 2013 in Article 26 (pp 31-32).

WHEREAS, based on a separate initiative spearheaded by the Employer to create a uniform sick leave donation policy to be implemented by all County employees, the Employer and the Union have agreed to add Section 8 to Article 29 (pp 34-36) with the Ingham County Sick Leave Donation Policy, which will cover all requests for sick leave donations for employees.

NOW, THEREFORE, IT IS HEREBY AGREED as follows:

1. The Wage Scale, effective January 1, 2019, is amended to reflect a 2% wage increase to all steps of each classification, replacing the prior Appendix A in its entirety. The
amended Appendix A is attached hereto as Exhibit A and incorporated by reference into this Letter of Understanding.

2. Vacation accrual as specified in Article 26, Section 1, Accrual Rate shall be as follows:

**ARTICLE 26**

**VACATION**

Section 2. Accrual Rate. Employees hired before January 1, 2013 shall earn vacation credits for each payroll period of eighty (80) compensated hours and pro-rata increments thereof according to the following schedule:

<table>
<thead>
<tr>
<th>Continuous Service</th>
<th>Hours Earned Each Payroll Period</th>
</tr>
</thead>
<tbody>
<tr>
<td>One Year</td>
<td>3.693 hours (96)</td>
</tr>
<tr>
<td>Two Years</td>
<td>4.00 hours (104)</td>
</tr>
<tr>
<td>Three Years</td>
<td>4.923 hours (128)</td>
</tr>
<tr>
<td>Four through Eight Years</td>
<td>5.291 hours (136)</td>
</tr>
<tr>
<td>Nine Years</td>
<td>5.846 hours (152)</td>
</tr>
<tr>
<td>Ten through Fourteen Years</td>
<td>6.492 hours (168)</td>
</tr>
<tr>
<td>Fifteen through Nineteen Years</td>
<td>6.769 hours (176)</td>
</tr>
<tr>
<td>Twenty Years and over, of uninterrupted employment.</td>
<td>7.077 hours (184)</td>
</tr>
</tbody>
</table>

Employees hired on or after January 1, 2013 shall earn vacation credits for each payroll period of eighty (80) compensated hours and pro-rata increments thereof according to the following schedule:

<table>
<thead>
<tr>
<th>Continuous Service</th>
<th>Hours Earned Each Payroll Period</th>
</tr>
</thead>
<tbody>
<tr>
<td>One Year</td>
<td>3.076 hours (80)</td>
</tr>
<tr>
<td>Two Years</td>
<td>3.384 hours (88)</td>
</tr>
<tr>
<td>Three Years</td>
<td>3.693 hours (96)</td>
</tr>
<tr>
<td>Four through Eight Years</td>
<td>4.615 hours (120)</td>
</tr>
<tr>
<td>Nine Years</td>
<td>5.231 hours (136)</td>
</tr>
<tr>
<td>Ten through Fourteen Years</td>
<td>5.846 hours (152)</td>
</tr>
<tr>
<td>Fifteen through Nineteen Years</td>
<td>6.492 hours (168)</td>
</tr>
<tr>
<td>Twenty Years and over, of uninterrupted employment.</td>
<td>6.769 hours (176)</td>
</tr>
</tbody>
</table>
3. The Ingham County Sick Leave Donation Policy is added to this Agreement under Article 29, Section 8. The Ingham County Sick Leave Donation Policy is attached hereto as Exhibit B and incorporated by reference into this Letter of Understanding.

4. All other terms of the collective bargaining agreement between the Employer and the Union shall govern the terms and conditions of employment for the employees. It is expressly understood that this agreement shall be without precedent or prejudice for any future circumstances.

COUNTY OF INGHAM

Bryan Crenshaw, Chairperson
County Board of Commissioners

Date: 4/9/19

Tim Morgan, Director
Ingham County Parks Department

Date: 3/25/19

APPROVED AS TO FORM FOR COUNTY OF INGHAM COHL, STOKER & TOSKEY, P.C.

By: Gordon J. Love

INGHAM COUNTY EMPLOYEES ASSOCIATION

David Strahle, President
Date: 3-25-2019

Cole Pubsiki, Vice-President
Date: 3/25/19

Jeff Donahue, Attorney
Date: 3/26/19
## APPENDIX A

### 2018 WAGE SCALE

<table>
<thead>
<tr>
<th>STEP</th>
<th>Assistant Park Managers</th>
<th>Mechanic</th>
<th>Park Ranger</th>
</tr>
</thead>
<tbody>
<tr>
<td>1: Entrance</td>
<td>46,597.98</td>
<td>41,176.78</td>
<td>39,061.83</td>
</tr>
<tr>
<td>2: 6 Months</td>
<td>49,066.15</td>
<td>43,134.72</td>
<td>40,809.27</td>
</tr>
<tr>
<td>3: 1.5 years</td>
<td>51,859.92</td>
<td>45,039.84</td>
<td>42,648.88</td>
</tr>
<tr>
<td>4: 2.5 Years</td>
<td>66,299.10</td>
<td>48,966.15</td>
<td>44,674.12</td>
</tr>
<tr>
<td>5: 3.5 Years</td>
<td>59,275.32</td>
<td>48,935.63</td>
<td>46,584.86</td>
</tr>
<tr>
<td>6: 4.5 Years</td>
<td>82,415.34</td>
<td>50,403.56</td>
<td>48,860.07</td>
</tr>
</tbody>
</table>

### 2019 WAGE SCALE

<table>
<thead>
<tr>
<th>STEP</th>
<th>Assistant Park Managers</th>
<th>Mechanic</th>
<th>Park Ranger</th>
</tr>
</thead>
<tbody>
<tr>
<td>1: Entrance</td>
<td>47,529.84</td>
<td>42,002.36</td>
<td>39,832.87</td>
</tr>
<tr>
<td>2: 6 Months</td>
<td>50,047.47</td>
<td>43,997.41</td>
<td>41,825.48</td>
</tr>
<tr>
<td>3: 1.5 years</td>
<td>52,693.12</td>
<td>45,940.64</td>
<td>43,502.99</td>
</tr>
<tr>
<td>4: 2.5 Years</td>
<td>57,425.08</td>
<td>47,925.67</td>
<td>45,485.60</td>
</tr>
<tr>
<td>5: 3.5 Years</td>
<td>60,460.83</td>
<td>49,914.34</td>
<td>47,516.56</td>
</tr>
<tr>
<td>6: 4.5 Years</td>
<td>63,663.65</td>
<td>51,411.63</td>
<td>49,653.67</td>
</tr>
</tbody>
</table>
EXHIBIT B

ARTICLE 29, SECTION 8 - SICK TIME DONATION

See Attached Ingham County Sick Leave Donation Policy.