

Clerk File # 3585-22
Res. 22-154 /Short /PO
Filed per Contract Policy on

OCT 28 2022


Ingham County Clerk Barb Byrum

911 NON-SUPERVISORY UNIT COLLECTIVE BARGAINING

AGREEMENT

BETWEEN COUNTY OF INGHAM

AND

CAPITOL CITY LABOR PROGRAM, INC.

911 Non-Supervisory

JANUARY 1, 2022 THROUGH DECEMBER 31, 2024

INDEX

Article.....	Description.....	Page
-	Index	1
-	Preface	1
-	Agreement.....	1
1	Recognition of the Division.....	1
2	Division Security and Check-Off.....	1
3	Division Bargaining Committee	3
4	Special Meetings.....	3
5	Seniority.....	4
6	Loss of Seniority.....	4
7	Layoff and Recall.....	5
8	Shift Preference.....	6
9	Discipline.....	8
10	Grievance for the Internal Operations of the Department.....	9
11	Contract Grievance Procedure	10
12	Promotional Procedures	12
13	Union Leave.....	14
14	Managements Rights.....	14
15	Management Security	15
16	Past Practices	15
17	Probationary Period	16
18	Medical Dispute.....	16
19	Drug and Alcohol Testing Protocol.....	17
20	Hours and Rates of Pay.....	18
21	Wages	23
22	Compensation	23
23	Training Days	25
24	Retirement.....	26
25	Humanitarian	29
26	Parking and Travel.....	29
27	IRS Section 125	30
28	Holidays	30
29	Vacations	31
30	Leaves of Absence.....	33
31	Sick Leave	34
32	Personal Leave.....	38
33	Funeral Leave	39
34	Jury Duty	40
35	Health, Dental and Vision Insurance	41
36	Life Insurance and Disability Insurance	46
37	Liability Insurance	46
38	Workers Compensation.....	46
39	Unemployment Benefits	47
40	Cell Phones – Personal Electronics.....	47
41	Equipment.....	48
42	Contract Copies.....	48
43	Declared Emergencies	49
44	Effective Date	49
45	Staffing	49

PREFACE

The **COUNTY OF INGHAM** and the **CAPITOL CITY LABOR PROGRAM, INC.**, recognize their moral and legal responsibilities under federal, state, and local laws relating to fair employment practices.

The County and the Division recognize the moral principles involved in the area of civil rights and have reaffirmed in this Collective Bargaining Agreement their commitment not to discriminate because of race, religion, creed, color, national origin, age, sex or handicapped except for a BFOQ (bona fide occupational qualification).

AGREEMENT

THIS AGREEMENT is entered into this **1st day of January, 2022**, by and between the **COUNTY OF INGHAM**, (hereinafter referred to as the "COUNTY") and the **CAPITOL CITY LABOR PROGRAM, INC., Ingham County 9-1-1 Division**, (hereinafter referred to as the "DIVISION").

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

ARTICLE 1
RECOGNITION OF THE DIVISION

Definition of the Bargaining Unit

- 1.1 Pursuant and in accordance with the applicable provisions of Act 336, Public Acts of Michigan, 1947 as amended, the County does hereby recognize the Division as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages and conditions for employment for the duration of the agreement for all employees of the County included in the bargaining unit set forth below:

All Ingham County 9-1-1 Dispatchers

ARTICLE 2
DIVISION SECURITY AND CHECK-OFF

Discrimination

- 2.1 The County will not discriminate against any employee because of voluntary membership in the Division.

Division Security

- 2.2 All employees in the bargaining unit may voluntarily choose to become and remain members in good standing of the Division.

Dues Check-Off

- 2.3 If an employee voluntarily elects to submit a dues deduction form, the County agrees to deduct the monthly Division dues or the representation fee from the pay of employees subject to and contingent upon the following:
 - 2.3.1 The Division shall obtain from those employees who voluntarily choose to become members a completed check-off authorization form which shall conform to the respective state and federal laws concerning that subject or any interpretations made thereof. The check-off authorization form shall be filed with the County Human Resources Director, who may return an incomplete or incorrectly completed form to the Division's Treasurer and no check-off shall be made until such deficiency is corrected.
 - 2.3.2 The County shall only deduct obligations which are due at the time of check-off and will make check-off deductions only if the employee has enough pay due to cover such obligation, and will not be responsible to the employee if he has duplicated a check-off deduction by direct payment to the Division.
 - 2.3.3 The County's remittance will be deemed correct if the Division does not give notice, in writing, to the County Human Resources Director within two (2) weeks after a remittance is sent, of its belief, with reasons stated therefore, that the remittance is incorrect.
 - 2.3.4 Any employee may terminate his check-off authorization by written notice to the County Human Resources Director.
 - 2.3.5 The Division shall provide at least thirty (30) days' prior written notice to the County Human Resources Director of the amount of Division dues or representation fee to be deducted from the wage of employees in accordance with this Article. Any changes in the amounts shall be provided to the County Human Resources Director at least thirty (30) days prior to the effective date.

Indemnity Provision

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

- 2.5 The terminology within the dues authorization forms does not-bind the County to anything other than what is specified in ARTICLE 2 and that which is consistent with the law

ARTICLE 3
DIVISION BARGAINING COMMITTEE

Bargaining Committee

- 3.1 The bargaining committee of the Division will not include more than two (2) employees and may include not more than one (1) non-employee representative and one (1) representative from the Capitol City Labor Program, Inc. The Division will furnish the County Human Resources Director with a written list of the Division's bargaining committee prior to the first bargaining meeting and substitution changes thereto, if necessary.
- 3.2 Unless prohibited by law, employee members of the Division bargaining unit will be paid for time spent in negotiations with the County in the event they are scheduled to work during a bargaining meeting. Said time shall be only for straight time hours they would otherwise have worked on their regularly scheduled shift. An employee scheduled to work on the day of a regularly scheduled bargaining session may also be credited with up to one-half hour for travel to and one-half hour from the place of bargaining as time worked during his/her tour of duty of that day, if said time is needed for travel.
- 3.3 Except for the following, no pay shall be received for time spent in accordance with this Article if the employee is not scheduled to work. An employee participating in contract bargaining in accordance with Section I above for at least four (4) hours on a given day and whose scheduled work shift begins less than four (4) hours after the negotiating session terminates, shall be allowed four (4) hours off with pay at the end of that shift.

ARTICLE 4
SPECIAL MEETINGS

Special Meetings

- 4.1 The Parties agree to meet and confer upon any terms of this Agreement needing clarification upon the written request of either Party. The written request shall be made in advance and shall include an agenda stating the nature of the matters to be discussed and the reasons for requesting the meeting. Discussion shall be limited to matters set forth in the agenda, but it is understood that these special meetings shall not be for the purpose of conducting continuing collective bargaining nor to in any way modify, add to, or detract from the provisions of this Agreement.
- 4.2 Special meetings shall be held within ten (10) calendar days of the receipt of the written request and shall be held between 8:00 a.m. and 5:00 p.m. at a time and place which is mutually agreeable to the Parties. Each Party shall be represented by not more than

four (4) persons, and the Division representatives shall be Division members, or one of those persons may be the Division Attorney or one of those persons may be a Division representative.

- 4.3 Employee representatives of the Division at special meetings will be paid by the County for time spent in special meetings, but only for the straight time hours they would otherwise have worked on their regular work schedule.

ARTICLE 5 SENIORITY

Seniority

- 5.1 Seniority shall mean the status attained by continuous length of service in positions identified in the bargaining unit. Employees actively employed on by the City of Lansing or East Lansing as of the integration date who are hired by the County on or before June 27, 2012 shall retain their previous bargaining unit seniority as reported to the County by the City.
- 5.2 The County shall maintain a roster of bargaining unit employees, arranged according to seniority, showing name, position, class and seniority date, and shall furnish a copy to the Division at the first of each year, or as soon as practical each year.
- 5.3 An employee originally hired into a regular County position and subsequently transferred to a grant funded position shall maintain his/her seniority from the original date of hire and shall be treated in all respects as a regular County employee for purposes of seniority.
- 5.4 Employees hired into the department under a state or federal grant shall be treated the same as regular funded County employees for the purposes of layoff and recall; excepting, however, if the state and/or federal grant requires different layoff and recall procedures.
- 5.5 For any County (including Courts) employee who transfers between bargaining units, such employee's length of continuous service with the County (and the Courts) with no break in service prior to the transfer, shall be utilized for the purpose of calculating fringe benefit accrual only and NOT for the purpose of calculating seniority within the new bargaining unit.

ARTICLE 6 LOSS OF SENIORITY

Loss of Seniority

- 6.1 An employee shall lose his/her status as an employee and his/her seniority if:
- 6.1.1 He/she resigns or quits;

- 6.1.2 He/she is discharged and is not reinstated;
- 6.1.3 He/she retires;
- 6.1.4 He/she has been on layoff for a period of time equal to his/her seniority at the time of his/her layoff or two (2) years, whichever is lesser;
- 6.1.5 He/she is absent from work, including failure to return to work at the expiration of a leave of absence, vacation, or disciplinary layoff, for three (3) consecutive working days without notifying the County, except when the failure to notify and work is due to circumstances beyond the control of the employee, which must be satisfactorily verified by the employee;
- 6.1.6 If he/she accepts a worker's compensation settlement which waives his/her seniority or employment rights;
- 6.1.7 He/she makes an intentionally false statement on his/her employment application or on an application for a leave of absence;
- 6.1.8 He/she is convicted of a felony.

ARTICLE 7
LAYOFF AND RECALL

Layoff Defined

- 7.1 Layoff shall mean the separation of an employee from the active work force.
- 7.2 When the number of employees in the work force is reduced, employees shall be laid off in reverse seniority order based upon capability of performing available jobs and they shall be recalled in the same order.
- 7.3. An employee subject to layoff, who so requests, shall, in lieu of layoff, be demoted by seniority to a lower position at 911 (if, in the future, more than one classification of County Emergency Communication Technicians is established), provided that he/she is qualified for the position to which he/she seeks demotion and has more seniority than the employee holding that position. The compensation shall be at the lower classified position based upon years of service.
- 7 4 Employees who have been laid off and who, within ten (10) calendar days after notice of a recall by certified mail to their last known address, fail to respond as directed, or who decline recall, shall be presumed to have resigned and their names shall be removed from the seniority list unless extenuating circumstances exist. In the event of the Union or employee asserting extenuating circumstance, and upon request of the Union, the Employer with the Union will meet and discuss whether there exists extenuating circumstances for a specific employee. After such meeting, the Director's

determination existence or non-existence of extenuating circumstances may be appealed to the Personnel Committee of the Ingham County Board of Commissioners whose decision shall be final. Recalled employees shall return at the same relative seniority ranking as when the employee was laid-off.

- 7.5. In the event it is necessary to eliminate a position, demotion shall be based on reverse seniority order.
- 7.6 The Parties to this Agreement recognize that:
 - 7.6.1 The County and Director have the exclusive right to assign personnel in the bargaining unit to any position in the bargaining unit and to determine assignments; and
 - 7.6.2 The County and Director have the legal authority to determine which particular position(s) shall be subject to layoff pursuant to this Article.
- 7.7 It is not the intention of the Parties to afford any one group in a classification preferential treatment for layoff and recall purposes.

ARTICLE 8
SHIFT-PREFERENCE

Shifts

- 8.1 Under the current shift schedule, two 6 month shifts and team selections will be bid twice per year.
 - 8.1.1 Selection for bids will begin August 1st and end on August 15th for the period beginning with the first full pay period in January through the end of the first full pay period in July.
 - 8.1.2 Selection for bids will begin March 1st and end on March 15th for the period beginning with the second pay period in July through the end of the first full pay period in January.
 - 8.1.3 Shift and team assignments shall be posted within 14 days of the end of the selection period and will be determined on the basis of seniority for non-probationary employees.
 - 8.1.4 If there are insufficient trainers on a specific shift the Employer may reassign the least senior trainers on the basis of unit seniority to another shift if there are no volunteers. If the Employer reassigns trainers, the reassigned employee shall be assigned to the corresponding team on the opposite shift.
- 8.2 After the bid process is closed, any employee who fails to submit a timely bid will, be assigned to their current shift and team, if possible. If not possible, the employee shall

forfeit his/her preference for that period and may be assigned any shift/team by the 911 Director.

- 8.3 Employee seniority is indicated on by the employee ID number. Employees will be placed on a seniority list with the lowest Employee identification number of unit members indicating the individual with more seniority. Employee numbers will not be reused by the Employer.
 - 8.3.1 Employees will bid for shifts among other employees in the same job assignment.
 - 8.3.2 The Employer determines shift schedules. In the event the employer elects, in its discretion, not to utilize 12 hour or Pittman shifts, the Employer and Division shall meet to agree upon the method for determining shift preferences for such schedule.
- 8.4 The Employer will use an electronic scheduling program that will be used *to* select team and shift assignments. The shift and team selection process shall be an open selection, provided however, that the assignment of supervisors to a shift/team may or may not, in the discretion of the Employer, be disclosed.
- 8.5 The Employer will permit employees to bid for teams as well as shifts by seniority.
- 8.6 Employees may be permitted to trade days off as follows: In order to trade days off, twenty-four (24) hour prior written notice by both employees must be provided to the 911 Director or his/her designee. The 911 Director will not unreasonably deny the trading of days off.
 - 8.6.1 In addition, employees may, within 10 days prior written notice signed by employees, request to trade all or a portion of the remaining six month bid period. The 911 Director will not unreasonably deny requests to trade all or a portion of the remaining bid period.
 - 8.6.2 However, the trading of days off or the trading all or a portion of the remaining bid period will not be permitted under any circumstances where it results in overtime compensation, where it is utilized to circumvent the seniority bid process so as to circumvent a higher seniority employees bid preference, or to eschew an assigned supervisor.
 - 8.6.3 A denial of the request of the employees by the 9-1-1 Director or his/her designee shall not be subject to the grievance procedure. The only appeal procedure available should a dispute arise under this Article, will be to the Employer's Human Resources Director.
- 8.7 It is also agreed that if a particular team has two or more employees either on an approved leave of absence or a vacancy due to resignation, quit or termination of employment, the Director or his designee may first ask for volunteers. Of those who volunteer, the most senior shall fill the vacancy. If there are no volunteers, the Director

may move the least senior employee to that team for the duration of the absence or may opt to move a probationary employee if feasible.

- 8.7.1 If the 9-1-1 Director, in their discretion, acts under this Article in moving a probationary employee from day shift to night shift or from night shift to day shift, the employee shall be entitled to a minimum of 47.5 hours off between shifts.
- 8.8 Probationary employees will be assigned shifts by the 9-1-1 Director or his/her designee for the first year of his/her employment. After the initial year of employment, the employee is eligible to bid for shifts during the next scheduled bid preference selection.
- 8.9 It is expressly understood and agreed to between the Parties that the 9-1-1 Director and/or his/her designee shall have the authority to determine how many employees shall be working at any particular time, notwithstanding any contrary provisions contained herein.
- 8.10 It is expressly understood and agreed to between the Parties that employees cannot refuse mandatory overtime.

ARTICLE 9 DISCIPLINE

Discipline

- 9.1 Discipline and discharge shall be for just cause.
- 9.2 Notwithstanding any other provision contained in this Agreement to the contrary, probationary employees may be disciplined or discharged with or without cause.
- 9.3 No occurrence for which an employee has been disciplined may be considered for progressive discipline after two (2) years from the date of such occurrence. Such disciplinary history may, however, be used as evidence of an employee's knowledge.
- 9.4 After two (2) years notices of discipline shall be removed from the employee's personnel file if requested and if within the two (2) year period the employee has not been disciplined for a similar act which formed the basis for the two year old discipline. Once removed, the notice of discipline will not be considered for progressive discipline, however, such disciplinary history may be used as evidence of an employee's knowledge.
- 9.5 Counseling is informal and not discipline.
- 9.6 Verbal Warnings are informal discipline and although not subject to arbitration they are subject to the grievance procedure and appeal up to the 9-1-1 Director.

- 9.7 Written Reprimands are the first step of formal discipline; however, Written Reprimands are not subject to arbitration. The grievance procedure as applied to Written Reprimands ends with an appeal to a MERC Mediator. The just cause of prior issued Written Reprimands may be arbitrated as part of a later discipline arbitration to the extent the Employer is relying on the Written Reprimand as a part of progressive discipline.

Employees may not be subject to discipline for any incident which the Employer becomes aware of through any quality assurance or quality improvement (QA/QI) program except for in circumstances of negligence or gross misconduct on the part of the Employee.

- 9.8 Employees shall be notified by the Human Relations Director or 911 Director within 10 calendar days following the date the Employer learns of any occurrence which may result in discipline provided such notification would not hinder an investigation of the incident. Notification to employees shall include a brief description of the alleged wrongdoing and the policy, procedure, or contractual provision the employee is accused of violating. The Division shall be copied on all such notices. Employees shall be entitled to union representation in any meeting where discipline may result, the employee has a reasonable belief that discipline may result, or discipline is provided, pursuant to *Weingarten*.

- 9.9 All discipline will be concluded within 30 calendar days following the date on which the Employer learns of the event giving rise to the discipline unless the Employer sends, in writing, a notice of extension for an additional period not to exceed 30 calendar days from the date of the notice and the employee subject of the discipline is copied on such notification. This time period will be extended for the duration of any ongoing criminal investigation into the subject matter of the discipline.

ARTICLE 10
GRIEVANCE PROCEDURE FOR THE INTERNAL OPERATIONS OF THE
DEPARTMENT

Grievance

- 10.1 A grievance under the internal operations of the Department is defined as a claim reasonably and sensibly found to be a violation of the Department rules and regulations promulgated and issued by the 911 Director.
- 10.2 Any grievance filed shall set forth the matters upon which the grievance is founded, including the name of the employee against whom the grievance is lodged and the date and time and circumstances under which the alleged acts took place.
- 10.3 Any employee having a grievance in connection herewith shall present it to the immediate superior employee or the command employee against whom the grievance is lodged, who shall immediately take steps to resolve the grievance in accordance with the rights of the Parties.

- 10.4 If the grievance is not resolved, either the alleged aggrieved Party or the Party against whom the grievance is lodged may present the grievance to the next superior employee in line and the same steps shall be followed until such time as a grievance is resolved or submitted to the 911 Director for his disposition.
- 10.5 A grievance concerning internal operational matter may be appealed to the County Administrator/Controller or their designee but may not proceed to arbitration.
- 10.6 Only an appeal of the 911 Director's decision regarding discipline in the form of suspension without pay or discharge may proceed to arbitration in conformity with ARTICLE 11. Counseling, verbal warnings and written reprimands are not subject to arbitration (see Sec. 9.8 for written reprimands).

Election of Remedies

- 10.7 When remedies are available for any complaint and/or grievance of an employee through any administrative or statutory scheme or procedure for a Veteran's Preference Hearing pursuant to Act 305 of the Public Acts of 1897, et seq., or any federal law pertaining thereto, and/or Civil Rights matters pursuant to Act 453 of the Public Acts of 1976, or any federal law pertaining thereto, in addition to the grievance procedure provided under this contract, and the employee elects to utilize the statutory or administrative remedy, the Union and affected employee shall not process the complaint through any grievance procedure provided for in this contract.
- 10.8 If an employee elects to use the grievance procedure provided for under this contract and subsequently elects to utilize any of the above-stated statutory remedies, then the grievance shall be deemed to have been withdrawn and the grievance procedure provided for hereunder shall not be applicable and any relief granted shall be forfeited. 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.

ARTICLE 11 **CONTRACT GRIEVANCE PROCEDURE**

Grievance Defined

- 11.1 A grievance is defined as a reasonably and sensibly founded claim of a violation of any of the terms of this Agreement.
- 11.2 Any grievance filed shall refer to the specific provision alleged to have been violated and it shall adequately set forth the facts pertaining to the alleged violation.
- 11.3 Any claims not conforming to the provisions of this definition shall be automatically denied as not constituting a valid grievance.

- 11.4 An employee having a grievance in connection with the terms of this Agreement shall present it as follows:
- 11.4.1 **STEP 1:** The Grievance shall be reduced to writing by the employee, dated, and must be co-signed by a Division representative and presented to the 911 Director, or the person acting in said capacity, within ten (10) days after the grievant knew, or should have known, of the occurrence of the matter aggrieved in order to be a proper matter for the grievance procedure.
 - 11.4.2 The grievance shall set forth the facts, including dates and provisions of the Agreement that are alleged to have been violated, and the remedy desired.
 - 11.4.3 The grievance shall not be considered submitted until the 911 Director, or the person acting in their capacity receives the written grievance.
 - 11.4.3.1 At the time it is received, it shall be dated, signed and a copy returned to the aggrieved employee or Division representative.
 - 11.4.4 A meeting may be arranged by the employee or their representative and the 911 Director, or their designee, to discuss the grievance. The Division representative may meet with the employee at a place designated by the 911 Director for up to ½ hour prior to a grievance meeting.
 - 11.4.5 The 911 Director, or their designee, will then answer the grievance in writing within ten (10) days from the date the Employer receives the Grievance from the Union.
- 11.5 **STEP 2:** If the answer of the 911 Director is not satisfactory, the Division representative shall submit said grievance to the Human Resources Director within ten (10) days after receipt of the answer of the 911 Director as provided in Step 1, indicating the reasons why the written answer of the 911 Director was unsatisfactory.
- 11.5.1 A meeting between no more than four (4) representatives of the Division and the 911 Director, and/or a representative of the Corporation Counsel and the Human Resources Director shall be arranged to discuss the grievance submitted.
 - 11.5.1.1 Said meeting shall be held within ten (10) days from the date the Human Resources Director received said grievance.
 - 11.5.1.2 The Division representatives may meet at a place designated by the 911 Director or Human Resources Director for one-half hour immediately preceding said grievance meeting.
 - 11.5.1.3 The Human Resources Director shall answer the grievance within ten (10) days of the date of the meeting at which the grievance was discussed.

- 11.6 **STEP 3.** If the answer of the Human Resources Director is not satisfactory, the Division may submit for arbitration within thirty (30) days after the Human Resources Director has answered said grievance in accordance with the procedures and rules of the FMCS.
- 11.6.1 The Employer and employee shall have the right to call witnesses to testify.
- 11.6.2 The decision of the arbitrator shall be final.
- 11.6.3 The fees and approved expenses of Step 3 shall be paid equally by the County and the employee.
- 11.6.3 In the event that a grievance is submitted to arbitration, the Employer and the Division by mutual agreement may submit the grievance to non-binding facilitative mediation through a mutually agreed upon mediation service or mediator.
- 11.7 The employee and their representatives may be present at all steps outlined above, and the arbitration proceeding, without loss of pay or benefits.
- 11.8 No person or body constituting one of the steps of the grievance procedure outlined above shall have the power to add to or subtract from, nor modify any of the terms of this Agreement, nor shall they substitute their discretion for that of the County, the 911 Director, or the Division where such discretion has been retained by the County, the 911 Director, or the Division, nor shall they exercise any responsibility or function of the County, the 911 Director, or the Division. This limitation shall include the arbitrator as stated in Step 3.
- 11.9 A grievance not appealed to the next higher step within the time limit shall automatically proceed to the next step. However, a failure to timely request arbitration shall be deemed as a settlement and full waiver of arbitration.
- 11.10 Should the Employer or their representative fail to respond on time at any step, the grievance shall automatically proceed to the next step. However, a failure to timely request arbitration shall be deemed as a settlement and full waiver of arbitration.
- 11.11 Saturdays, Sundays and holidays, as provided in this Agreement, shall not be counted in regard to time limitations and dates for submission of grievances, appeals, answers, etc.

ARTICLE 12
PROMOTIONAL PROCEDURES

Requirements for All Applicants and Positions

- 12.1 Minimum requirements for positions shall be posted by the Ingham County Human Resources with the vacancy announcement. The Employer reserves the right to determine qualifications for any specific position(s) and may change the qualifications

from time to time. The Employer reserves the right to hire employees from within or outside of the bargaining unit.

- 12.2 All interested persons must apply for the position at the Ingham County Human Resources and complete all required application forms and submit required information. Failure to do so shall automatically disqualify the person from Consideration.
- 12.3 All applications will be screened by the Ingham County Human Resources, and applicants meeting minimum requirements shall be referred to the Ingham County 9-1-1 Director's Office for further consideration.
- 12.4 Applicants may be required to complete a written exam prior to referral for additional consideration. If required, the written examination shall be job related.
- 12.5 In the event that a written exam is given as determined by the 9-1-1 Director, the number of applicants invited to the Oral Board shall be determined by the number of applicants passing the exam.
- 12.6 Oral Boards will be required. The Oral Board shall consist of the Deputy Director or their designee, a 9-1-1 dispatch supervisor, and a non-9-1-1 representative which may include a police representative, fire/medical representative, personnel professional or telecommunications professional from the Tri-County area if such person is willing and available to serve.
- 12.7 The Oral Board will rank all of the applicants at the conclusion of the Oral Board and forward the applicant list to the 9-1-1 Director. The 9-1-1 Director will then interview from the top sixty percent (60%) of those tested.
 - 12.7.1 Notwithstanding the above, in cases where there are 10 or less qualified applicants, the 9-1-1 Director may interview from the entire list.
 - 12.7.2 Where the calculation of 60% results in a fraction, the number will round up at .5 or more and round down at .4 or less.
- 12.8 Selection of personnel from the rankings shall be based upon examination score (if applicable), Director's interview, assessments (past two years), work performance, merit and personnel records.
- 12.9 If a written examination is given, in the event that the individual with the highest examination score is not selected, the Employer will provide written explanation to the employee. This shall in no way negate the right of the Employer to utilize the above criteria in the selection determination.
- 12.10 Any Department employee who has been promoted, but does not complete the probationary period or who prior the expiration of the probationary period requested to return to the Unit, shall have the right to return to his/her previous position, unless said

employee has been dismissed from the Department (either for just cause or due to incomple tion of the "new em ployee" probation). The employee shall not ac crue bargaining unit seniority while outside the unit.

ARTICLE 13 UNION LEAVE

Union Leave

- 13.1 Once a month, the Division president or one (1) other designated employee may be excused for the local Division meeting, without loss of pay, not to exceed three (3) hours, if they are scheduled to work.
- 13.2 Up to two (2) members, if said members are duly elected members of the CCLP Executive Board, shall receive paid time off to attend Union meetings regarding issues directly concerning Ingham County Unit employees of no more than six (6) hours per month, per member. This provision does not cover attendance at a County board or committee meeting unless invited by the Employer. This time off shall be accumulative to no more than thirty two (32) hours, per member, if such members are scheduled to work. Time taken off in accordance with this section shall be upon approval of the 911 Director, and will not be unreasonably denied.
- 13.3 Division members who are duly elected officials in the CCLP or Division shall be allowed reasonable time at and from their work stations during normal working hours to address Division concerns or when required to participate in special meetings without any loss of pay as provided in ARTICLE 4 herein.
- 13.4 The Division president shall be allowed to work the day shift, unless it becomes necessary to have them assigned to another shift, after which, the president shall then be reassigned to the day shift.
- 13.5 Division members and/or representatives present on County property or in contact with management while on their regularly scheduled leave days to conduct or participate in official union business (*e.g.* filing grievances, attendance at: special meetings, pre-determination hearings, grievance meetings, arbitrations, *etc.*) are exempt from being forced to report for work unless the force to be issued would've otherwise, under current policy and procedure, been given to the employee.

ARTICLE 14 MANAGEMENT RIGHTS

Management Rights

- 14.1 The Division recognizes that the County reserves and retains, solely and exclusively, all rights to manage and direct his work force and to manage and operate the County affairs.

- 14.2 All rights, functions, powers and authority which the County has not specifically abridged, delegated or modified by this Agreement are recognized by the Division as being retained by the County.
- 14.3 The County shall have the right to amend, supplement or add to his official departmental rules and regulations during the term of this Agreement. The County shall notify the Division of any such amendments, supplements or additions a minimum of seven (7) calendar days in advance of their effective date unless in the event of an emergency or required by law.
- 14.4 Discipline and discharge shall be for just cause, as provided in ARTICLE 9.
- 14.5 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 accommodation requirements under the Michigan Handicapper's Act or the American with Disabilities Act; and/or any state or federal judicial or administrative order directing compliance with an applicable state or federal civil rights law or regulation.

ARTICLE 15
MANAGEMENT SECURITY

Management Security

- 15.1 The Parties to this Agreement mutually recognize that the services performed by employees covered by this Agreement are services essential to the public health, safety, and welfare. The Division, therefore, agrees that there shall be no interruption of these services for any cause whatsoever by the employees it represents, nor shall there be any concerted failure by them to report for duty, nor shall they absent themselves from their work, stop work, or abstain in whole or in part from the full, faithful, and proper performance of the duties of their employment, or picket the County's premises.
- 15.1.1 The Division further agrees there shall be no strikes, sit-downs, slow-downs, stay-ins, stoppages of work, or any acts that interfere in any manner or to any degree with the services of or to the County. Any employee involved in any of the above-stated activities may be subject to discipline or discharge.
- 15.1.2 An employee subject to discipline or discharge for violation of this provision shall be entitled limited review by an arbitrator. An arbitrator may determine whether an employee violated this provision but, if a violation is found, may not reduce the discipline imposed by the Employer.

ARTICLE 16
PAST PRACTICES

Past Practices

- 16.1 There are no agreements which are binding on any of the Parties other than the written provisions contained in this Agreement. No further agreements shall be binding on any of the Parties until it has been put in writing and signed by the Parties to be bound.

ARTICLE 17
PROBATIONARY PERIOD

Probation Period

- 17.1 When a new employee is hired, he/she shall be considered a probationary employee until the employee has worked 2080 regular hours for the Employer. The Division may represent probationary employees for benefits, wages, and numbers of hours of employment only and not for matters concerning discipline and/or discharge. Regular hours excludes overtime but includes use of Employer approved accrued leave.
- 17.2 Probationary employees may be disciplined or terminated with or without cause within the sole discretion of the 911 Director.
- 17.2.1 At the sole discretion of the County, an employee currently in active training may have his/her probation period extended by up to three (3) months.
- 17.3 After termination of the initial probationary period, employees who are promoted within or outside of the bargaining unit will be considered a "trial" employee until the employee has worked 1040 regular hours for the Employer or completed training at 6 work positions, whichever is less. The Division may fully represent "trial" employees for all matters. Regular hours excludes overtime but includes use of Employer approved accrued leave. Employees who are transferred outside of the bargaining unit may be subjected to an additional probationary period pursuant to any applicable labor contract.
- 17.3.1 The employee may also within this same period elect to return to the bargaining unit or former position. Such decision will be without loss of seniority, however the employee shall not accrue seniority for hours spent outside the bargaining unit.

ARTICLE 18
MEDICAL DISPUTE

Medical Dispute

- 18.1 In the event of a dispute involving an employee's physical or mental ability to perform his/her job, and the County or the 911 Director are not satisfied with the determination of the treating healthcare provider, the County or the 911 Director may require a report from a healthcare provider of their choosing and at their expense.
- 18.2 If the dispute still exists, at the request of the Division, the employee's healthcare provider and the County or the 911 Director's healthcare provider shall agree upon a third healthcare provider to submit a report to the County or the 911 Director and the employee, and the decision of such third Party will be binding on both Parties.

- 18.3 The expense of the report of the third Party shall be borne equally by the County and the employee. The employee shall make him/herself available to the County or 911 Director's healthcare provider for examination at a time set by the provider.

ARTICLE 19
DRUG AND ALCOHOL TESTING PROTOCOL

Drug Testing

- 19.1 This protocol applies to the Ingham County 911 Director's Office request for submission of urine specimens.
- 19.2 All bargaining unit members and all Administration personnel shall be subject to reasonable suspicion drug and alcohol testing.
- 19.3 The Ingham County 911 Director's Office shall be solely responsible for all costs incurred in conjunction with initial testing and reporting. Ingham County 911 Director's Office shall be solely responsible for costs in conjunction with screening and confirmation testing of urine for drug analysis.
- 19.4 The employee will have the option of testing the "split sample" at the same or a different laboratory. In the event the split sample testing results in a positive result, the employee will be responsible for all costs associated with the testing of the split sample. In the event the split sample testing results in a negative result, the Employer will be responsible for all costs associated with the testing of the split sample.
- 19.5 The employee shall cooperate with collection procedures necessary to assure thorough documentation to positively link the employee's specimen to the ultimate test result. Documentation shall be required to include dates, times and signatures of the collector and the employee being tested.
- 19.6 Last chance agreements will be considered on a case by case basis.

DRUG-FREE WORK PLACE POLICY STATEMENT

- 19.7 Illegal drugs in the work place present a danger to all concerned. Drugs impair safety and health, promote crime, lower productivity and work quality and undermine public confidence. Ingham County will not tolerate the illegal use of drugs.
- 19.7.1 All Ingham County work sites, to include all Ingham County vehicles, are declared to be drug free work places. This means:
- 19.7.1.1 All Ingham employees are absolutely prohibited from unlawfully manufacturing, distributing, dispensing, possessing, or using controlled substances in the work place.
- 19.7.1.2 Employees found to be in violation of this policy will be subject to appropriate personnel/disciplinary action up to and including termination.

19.7.1.3 Employees have the right to know the dangers of drug abuse in the work place, the Ingham County policy regarding the maintenance of a drug free work place and what assistance is available to combat drug problems. Ingham County 911 will provide for a drug free awareness program for all employees.

19.8 ALL EMPLOYEES ARE REQUIRED TO ACKNOWLEDGE THAT THEY HAVE READ AND RECEIVED A COPY OF THE ABOVE POLICY AND AGREE TO ABIDE BY IT IN ALL RESPECTS. THIS ACKNOWLEDGMENT AND AGREEMENT ARE REQUIRED OF YOU AS A CONDITION OF CONTINUED EMPLOYMENT.

19.9 Date: _____ Signature: _____

ARTICLE 20
HOURS AND RATES OF PAY

Work Hours

- 20.1 The 911 Director has the right to assign either an eight (8), ten (10), or twelve (12) hour shift; for persons working as Call Taker or Dispatcher.
- 20.2 The 911 Director shall provide a ninety (90) day notice of a change in shift duration or the Pittman schedule.
 - 20.2.1 The notice requirement shall not apply to emergencies or to assignments, transfers or reassignments of individual employees.
- 20.3 If the 911 Director elects different shift duration or a change to the Pittman, the Employer will meet with the Union to negotiate the potential effects of such change and shift bidding contract provisions.
- 20.4 Employees covered hereby are required to be on duty either a minimum of eight (8) hours, ten (10) hours, or twelve (12) hours during each scheduled working day, excepting as excused by the 911 Director.

Breaks

- 20.5 Meals may be eaten during the employees scheduled breaks.
- 20.6 The County shall provide a refrigerator, microwave, stove and dishwasher at the 911 Center which can be used by employees. Employees will be responsible to clean equipment and meals area, and a failure to do so may result in the employee's loss of equipment privilege.
- 20.7 Breaks to be established by policy of the 911 Director. Employees who leave the 911 Center during a break shall notify their immediate supervisor.

- 20.8 The County shall provide a break room consisting of table and chairs for eating and television which can be used by employees. (Television use will be governed by Center Policy).

Overtime

- 20.10 Employees shall be compensated at straight time for assigned hours worked up to 80 hours in a two week period.
- 20.11 All time in excess of the employee's scheduled shift which could be eight (8) hours a day ten (10) hours a day, or twelve (12) hours a day, depending upon the shift schedule shall be compensated by payment at the rate of time and one-half the employee's straight time rate.
 - 20.11.1 All time in excess of the employee's shift schedule shall be compensated by payment at the rate of time and one-half the employee's straight time rate.
- 20.12 Work beyond an employee's regular shift shall be authorized by the employee's immediate supervisor at the time he/she is instructed to perform any assignment that extends beyond the end of that duty day, and shall be on a form furnished by the 911 Director and signed by the employee's immediate supervisor.
 - 20.12.1 Employees are required to report to work 15 minutes prior to their shift start time currently set at 0600 or 1800 hours in accordance with 9-1-1 ADM 114 Policy. Employees will be paid at the rate of time and one-half for the 15 minutes of work time in excess of the employee's scheduled shift. Employees are to use the pre-shift 15 minutes to prepare for their shift by engaging in: symptom checker, reading of "briefing screens", sanitizing their work station, logging out and onto computer systems, and being briefed by the employee they are replacing. Employees may not relieve the prior shift early.

Court

- 20.13 Work Related Subpoena. When an off-duty employee is subpoenaed and required to appear in Court for a matter arising out of his/her employment with the County which litigation does not involve the employee personally, they shall obtain the witness fee, if one is payable and turn the fee over to the 9-1-1 administration.
 - 20.13.1 The employee will obtain a signature on their overtime authorization slip from the attorney, prosecutor, judge or magistrate that they are required to appear before, and they will be compensated at time and one half for the time actually spent on the assignment, with a minimum of two (2) hours of pay at time and one half.
 - 20.13.2 Mileage that may be paid by the court will be considered separate payment and will not be included in the above pay.

- 20.13.3 If an employee is subpoenaed for court during their approved vacation, they will be compensated at two (2) times their regular rate of pay, for the time actually spent on the assignment, with a minimum of three (3) hours. The employee must follow the guidelines set forth in this article and shall receive the same compensation for travel time as listed above. (From their residence)
- 20.13.4 If an employee is subpoenaed to appear in court under the guidelines set forth in this article, they shall be permitted up to eight (8) hours off following their release from the court assignment before being required to report to work on their regularly scheduled shift.
- 20.13.5 The employee will be required to use accumulated vacation or personal leave time for all hours used under 20.13.4.
- 20.13.6 The employee must notify their immediate supervisor at the time they are released from court and the time they will report for duty.

Call Back

- 20.8 If an employee is called back to work after completion of a regular work period, he/she shall be compensated for a minimum of two (2) hours of overtime at the rate of time and one-half. If the employee, after being called in, is not needed for the full two hours the employee may request to leave early, at the employees' option, and be paid for the actual time spent at work.
 - 20.8.1 If called back for a shift, the employee shall be compensated at the overtime rate only for time worked prior to the beginning of the employee's regular shift.
- 20.9 Employees are subject to being contacted and offered or ordered to report to work for duty. If an employee is called and is unable to report due to intoxication or other substances that may impair judgment, coordination and motor skills, the employee shall inform and describe that fact to the supervisor when called.
- 20.10 An employee who is called in to work by the employer at a time other than their regular schedule, shall be entitled to be paid a minimum of two (2) hours at one and one-half their regular pay rate, and for all hours worked outside their scheduled work hours.
- 20.11 If an employee is ordered to report for duty while on an approved vacation they shall be compensated at three (3.0) times their regular rate of pay for each hour up to 12 hours maximum per approved vacation period.
 - 20.11.1 An employee that is ordered to report for duty while on a leave day that is being treated as paid time off, if outlined under center policy, shall be compensated at two (2) times their regular rate of pay for each hour up to 12 hours maximum per period.

- 20.11.2 An employee that volunteers to work overtime while on an approved vacation, on a different shift or team, shall be compensated at time and one half their normal rate of pay.
- 20.11.3 An employee on vacation volunteers to cover overtime on his shift and team on which the employee is on vacation shall not receive overtime and rather, will be paid employee's normal hourly rate and the vacation time will be re-credited.

20.12 In the event that the Fair Labor Standards Act or other duly enacted legislation or court decision makes any provision of this Agreement illegal, the same shall become void without affecting the remaining provisions of this Agreement.

Training Employee Pay

- 20.13 Employees who are assigned to work as training employees shall receive one (1) hour of overtime per shift if the employee is assigned to train and trains for six (6) hours or less; and two (2) hours of overtime if the employee is assigned to train and trains for 6 or more hours.
- 20.22.1 Training documentation must be completed to receive payment when assigned as listed in 20.22.

Training Vacation Bonus Time

- 20.14 Effective upon ratification of this Agreement, an employee who is a Certified Training Officer (CTO) and commits to training as a CTO with written documentation for a minimum of two (2) years shall receive twenty-four (24) hours annually of training vacation bonus time in each year of active service prospectively as a CTO as identified by the Employer. Employees shall receive the training vacation bonus time after meeting the requirements to become a CTO and begin performing training as assigned by the Employer.
- 20.15 Use of training vacation bonus time hours will be pursuant to the provisions of Article 29 Of this Agreement.
- 20.16 Training vacation bonus time hours earned in accordance with the provisions of this Article shall be paid to employees upon separation of employment on condition the employee has completed their training commitment, completed their probationary period, and provides the Employer two (2) weeks prior written notice.

On-call System

- 20.17 On-call hours shall be 0800-1600 for employees assigned to dayshift and 2000-0400 for employees assigned to the nightshift.
- 20.18 All employees who have been trained at 3 or more positions or trained at the call taker position, regardless of their probationary status, shall participate in the on-call system.

- 20.19 Employees shall provide management with a current address and telephone number. Employees must notify the Employer within five (5) calendar days of any change to their contact information. The contact telephone number provided shall be to be used for the on-call system. Employees must maintain a device that allows them to receive notifications from the Center's notification system. Failure to provide or update contact information or maintain a device as required may subject an employee to disciplinary action.
- 20.20 Employees who are on-call shall be responsible to answer a callback within thirty (30) minutes, and must report to work within ninety (90) minutes of the original call. Employees will be responsible for all or any portion of the hours of the on-call shift (0800-1600 or 2000-0400) and will only be responsible for one (1) callback per shift.
- 20.21 Employees who are assigned to be on-call and fail to respond to a call back may be subject to the disciplinary action as outlined in this Agreement and/or 911 Center policy ADM 105. If an employee calls in sick and is unable to work an on-call assignment, a doctor's note will be required, and the employee with the least amount of overtime who is eligible for the on-call shift shall be assigned.
- 20.22 911 Center policy ADM 106 "Overtime" Sections 4, 4.1, 4.2 and 4.3 shall be utilized to allow an employee to select their on-call shift(s). The words "On-Call" may be substituted for the word "Overtime" where necessary. When it becomes necessary to assign an employee to be on-call the employee with the least amount of hours worked (obtained from the most recent posted overtime hours worked document) shall be assigned.
- 20.23 Employees shall be permitted to trade or simply give up an On-Call shift to another employee with Supervisory approval. This request shall not be unreasonably denied by the 911 Supervisor.
- 20.24 If an employee is drafted for an overtime assignment on a day they are assigned on-call, that employee shall work the overtime shift and the on-call will then be available to volunteers or a force if necessary.
- 20.25 Employees who are on-call shall be compensated as follows:
- a. 0600 Monday through 0559 Friday compensated at the rate of \$45/day for each on-call shift;
 - b. 0600 Friday through 0559 Monday compensated at the rate of \$50/day for each on-call shift; and
 - c. For the calendar day of all CBA recognized Holidays compensated the rate of \$55/day for each on-call shift.

- 20.26 On-call employees answering a call-back shall be compensated for their on-call amount (20.32 above) and be compensated at an overtime rate of time and one half (1 1/2) their hourly wage for all hours worked.
- 20.27 Electronic notification to employees shall be sent by the on-duty 911 Supervisor when overtime is needed due to a staffing shortage. However, Supervisors shall contact the on-call employee no earlier than 0600 for the dayshift and no earlier than 1800 for the nightshift.
- 20.28 The on-call system will be utilized as necessary to cover staffing needs. The 911 Director will provide twenty eight (28) days prior notice to the Division when terminating or implementing the on-call system.

ARTICLE 21
WAGES

Effective Date

- 21.1 The wages for employees covered by this Agreement shall be paid in accordance with the Salary Schedule in ARTICLE 22, and those wage rates shall become effective as indicated in the Salary Schedule.
- 21.2 Employees will not be paid at rates in excess of their maximum for their classification.
- 21.3 After a promotion or transfer, compensation will become effective the payroll period following the specific date of the promotion/transfer.
- 21.4 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 22
COMPENSATION

Salary Schedule

- 22.1 Employees shall be compensated in accordance with the Salary Schedule based on their date of continuous service in the bargaining unit.
- 22.2 Upon achieving sufficient service to be eligible for compensation at a higher specified rate, an employee shall be compensated at such rate commencing with the next payroll period. 2022 Wage Scale (3% effective the first full payroll period following ratification by both Parties and subject to implementation in Section 22.4):

Start	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8
(Step 1)	(Step 2)	(Step 3)	(Step 4)	(Step 5)	(Step 6)	(Step 7)	(Step 8)	(Step 9)
\$21.30/hr.	\$22.08/hr.	\$22.91/hr.	\$23.79/hr.	\$24.88/hr.	\$26.02/hr.	\$27.23/hr.	\$28.45/hr.	\$29.30/hr.

22.3 Effective January 1, 2023, a two percent (2%) wage increase.

Effective January 1, 2024, a two percent (2%) wage increase.

Implementation

- 22.1 The above salary schedules shall be implemented as follows: all employees shall be placed at the step on the salary schedule which results in an increase of more than 3% over their current rate of pay. Further, for 2022 only, step increases shall be frozen. Effective January 1, 2023, step increases shall be re-implemented and eligible employees shall move to the next step of the salary schedule on their regular anniversary date.
- 22.2 New hires will normally be paid at Step 1. The 911 Director has the discretion, based on prior dispatch experience, to place any New Hire up to the third pay step within the current salary schedule.
- 22.3 No retroactive payment and benefits will be made except as permitted by law and unless the employee is employed upon the date of ratification of this Agreement by both Parties.

Recruitment Bonus

- 22.7. Current employees who recommend an applicant that is hired for employment at the 9-1-1 Center shall be entitled to a recruitment bonus in the amount of five hundred (\$500.00) dollars payable the first full pay period after a new employee's hire.
- 22.8 In the event the new employee successfully completes their probationary period, the employee who recommended the employee for hire, shall be entitled to an additional recruitment bonus in the amount of five hundred (\$500.00) dollars payable in the first full pay period subsequent to the recommended employee's completion of probation.
- 22.9 For employees to receive credit for bonuses under this section, the Employer must be notified of the referral by the current employee or the applicant prior to the applicant beginning the initial interview process with Ingham County.

Staffing Retention Bonus

- 22.10 Employees who are employed by the Employer as of January 1, 2022 and remain continuously employed through December 31, 2022 and are fully-trained shall receive a one-time, lump sum retention bonus in the amount of four thousand (\$4,000.00) dollars. Those employees who remained continuously employed through the eligibility period but are not fully trained shall receive a one-time, lump sum retention bonus in the amount of two thousand (\$2,000.00) dollars. Payment shall be made no later than the last payroll period in January 2023. Employees who are hired after January 1, 2022

and remain an employee as of December 31, 2022 shall receive a pro-rated retention bonus based on time of service.

- 22.11 Employees who are employed by the Employer as of January 1, 2023 and remain continuously employed through December 31, 2023 and are fully trained shall receive a one-time, lump sum retention bonus in the amount of two thousand (\$2,000.00) dollars. Those employees who remained continuously employed through the eligibility period but are not fully trained shall receive a one-time, lump sum retention bonus in the amount of one thousand (\$1,000.00) dollars. Payment shall be made no later than the last pay period in January 2024. Employees who are hired after January 1, 2023 and remain an employee as of December 31, 2023 shall receive a pro-rated retention bonus based on time of service.
- 22.12 Employees must be actively employed at the time of payment to be eligible to receive any retention bonus under this Article. No Municipal Employees' Retirement System (MERS) deductions shall be withheld from retention payments made pursuant to the provisions of this Article. Payments shall also be excluded from the calculation of the employee's final average compensation (FAC).

Overpayments

- 22.13 Any undisputed overpayment of compensation discovered no later than twenty- eight (28) days from the date of overpayment shall be repaid through payroll withholding.
- 22.14 The Employer reserves the right to recoup any overpayments discovered after the twenty-eight (28) day period according to law.
- 22.15 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 percent (5%) of an employee's gross bi-weekly pay.

ARTICLE 23 **TRAINING DAYS**

Training days

- 23.1 Training days will be assigned by the 911 Director or their designee. An eight (8) hour training day will be considered to be part of the twelve (12) hour shift.
- 23.2 If the training location is outside a ten (10) mile radius of the dispatch center, travel time will be added to the eight (8) hour day.
- 23.3 The employee will work the remainder of the shift after training and travel time (if applicable) is completed or they may seek permission from the on duty supervisor to expend accrued leave time as compensation for the remainder of the shift. The employee may discuss which option they would like with the supervisor prior to the training day.

- 23.4 If the training is for five (5) calendar days or greater, the employee will be compensated at a rate of forty (40) hours for the week, eight (8) hours per day, plus overtime for all time worked or traveled over and above and eight (8) hour day.
- 23.5 For any employee who requests to attend an 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.
- 23.6 Because scenarios related to training exist which can't possibly be foreseen, the County and Union agree to meet and discuss problems in a timely manner, with the spirit of mutual cooperation.
- 23.7 The County will pay costs related to training, education and licenses required for an employee to continue in their current position if required by the State of Michigan or the County.
- 23.8 For employees scheduled for offsite training they will be compensated-in accordance with the county meal and travel policy.

ARTICLE 24 RETIREMENT

Retirement Plans

- 24.1 Retirement Plans. The retirement program is with the Municipal Employees' Retirement System (MERS). MERS establishes the administrative procedures and various benefit programs that are available for member governmental Units.
- 24.2 Unit Employees whom had previously been employed by the City of Lansing are placed in special MERS plans which were established to equate with the plans provided for by the City of Lansing to Unit employees for prior service credit. These plans provided for, among other things, Defined Benefit with a 1.6 multiplier (The "Special Former Lansing 911 Employees MERS Plans).
- 24.3 Unit Employees whom had previously been employed by the City of East Lansing are placed in special MERS plans which were established to equate with the plans provided for by the City of East Lansing to Unit employees. These plans provided for, among other things, MERS B-4, Defined Benefit with a 2.5% multiplier. (The "Special Former East Lansing 911 Employees MERS Plans).
- 24.4 All unit employees formerly employed by the City of Lansing or City of East Lansing or current employees hired prior to January 1, 2013, will be required to contribute to their retirement plan 1.2% of wages.
- 24.5 All unit employees formerly employed by the City of Lansing, effective January 1, 2013, will be placed on a MERS B-2 (2% multiplier); Plan for all future service credit.

The plan will have ten (10) year vesting; age 58 to be eligible to retire.

- 24.6 All unit employees formerly employed by the City of East Lansing, effective January 1, 2013, will be placed on a MERS B-4 (2.5% multiplier); Plan for all future service credit.
- 24.7 A 50/25 benefit will be included in the plan but the unit may reopen the contract if the cost is greater than 3% of wages. The employees will pay the full costs, for this 50/25 benefit. This is only for employees hired prior to January 1, 2013.
- 24.8 Retirement plan for employees hired after January 1, 2013, will be the MERS Hybrid Plan.
 - 24.8.1 The Plan will consist of a Defined Benefit (DB) component with a 1.0% Benefit Multiplier vesting at six (6) years and FAC 3.
 - 24.8.2 The Plan will also consist of a Defined Contribution (DC) component. The County and the Employee will contribute to the Defined Contribution (DC) component of the Plan. The County will match the Employee's contribution in an amount of 2.5%, with a minimum employee contribution of 2.5%. Employees will be allowed to make additional contributions as allowed under the Plan, MERS regulations, IRS regulations and/or any applicable laws.

Retiree Health Benefits

- 24.9 Current options for retiree health care are through Humana and Physicians Health Plan (PHP).
- 24.10 Employees who retire after January 1, 2013, have met the vesting requirements with Ingham County, and who are immediately eligible for retirement benefits shall be provided single subscriber health and hospitalization coverage.
- 24.11 Former City of Lansing and East Lansing Employees that transferred to Ingham County on the date of integration June 27, 2012, will carry their years of service to the county. For any other employees who were not transferred/integrated on June 27, 2012, there will be no other Non-County employment counting towards vesting for Ingham County retirement.
- 24.12 Retirees eligible for retiree health and hospitalization coverage may also enroll at the retirees' cost in dental and vision coverages upon retirement. Retirees that enroll in dental and vision coverage and subsequently drop coverage's may not re-enroll.
- 24.13 In the event a retiree wishes to cover his or her spouse, he/she may do so by prepaying the County the difference between the applicable two-person rate and the appropriate benchmark amount.

- 24.14 Notwithstanding any contrary provision contained in this Article, starting January 1, 2013, the obligation of the Employer to pay for and provide retiree health insurance shall cease in the event that comparable health insurance is available at no cost to the retiree through another Employer or source, such as his/her spouse's Employer.
- 24.15 Further, there shall be a requirement to coordinate with other available health insurances, such as Medicare, Medicaid, Federal insurance or any other health insurance which may be available in part or in total to the retired employee.
- 24.16 Employees who retire after January 1, 2013 who reach the age which they become Medicare eligible must apply for Medicare. Medicare coverage may be supplemented by the Humana Medicare wraparound Plan. The Employer may implement changes to the Wraparound Plan with prior written notice to the retiree.
- 24.17 Retirees losing medical coverage from another source shall notify the County Financial Services Department in time so that retiree can be re-enrolled the first of the month following their loss of alternate coverage.
- 24.18 Employees hired on or after January 1, 2013, shall receive employer paid contributions to single subscriber retiree health insurance at normal retirement age as follows:
- 24.18.1 After 10 years of service 50% of annual premium cost
 After 15 years of service 75% of annual premium cost
 20 years of service or more 100% of annual premium cost
 - 24.18.2 The Employer's contribution for employees hired on or after January 1, 2013 shall be capped at the above percentage amount of contribution for single health care coverage.
 - 24.18.3 Employees shall not be eligible for retiree health until they reach normal retirement age regardless of their age at retirement or the number of years of service.
- 24.19 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 supplemental to such coverage. In the event the name of any of the Federal coverage's/benefits referred to herein shall be changed, this section shall be deemed to apply to any and all similar or replacement programs subsequently designated.

Retiree Life Insurance

- 24.20 Effective July 1, 2012, no retirees shall be eligible for life insurance paid by the Employer.

ARTICLE 25
HUMANITARIAN

Humanitarian

- 25.1 Should an employee covered by this agreement become physically or mentally disabled to the extent that they cannot perform their regular position, the County will make reasonable efforts to place the employee in a vacant position that they are physically and mentally able to perform, subject to the requirements of other collective bargaining agreements. Alleged violations of this provision are not subject to the grievance or arbitration provisions.

ARTICLE 26
PARKING AND TRAVEL

Parking

- 26.1 The County shall provide no cost parking to unit employees at the 911 Center.

Mileage

- 26.2 Mileage allowance based on the following plan shall be allowed:
- 26.2.1 All employees required to drive their own motor vehicle in the course of their employment with the County shall be paid pursuant to the IRS rate.
- 26.2.2 Mileage accumulations shall be figured on a monthly basis. Any changes in the standard IRS mileage reimbursement rate, either upward or downward, shall be effective prospectively only from and after the first full calendar month after the IRS publicizes such a change in writing.
- 26.2.3 Mileage shall always be figured on the basis of the shortest distance between the point of departure and the destination.
- 26.2.4 There shall be a short explanation given on all claims made to the Board of Commissioners for reimbursement of expenses for all trips.
- 26.2.5 The place of employment shall be the Ingham County 911 Central Dispatch Center in Lansing, but no employee shall be paid mileage for going to and/or returning from work.

ARTICLE 27
I.R.S. SECTION 125

I.R.S. Section 125

27.1 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:

27.1.1 Medical and hospitalization expenses.

27.1.2 Dependent care programs.

27.1.3 Employee payroll deductions for health care premiums.

27.1.4 Effective June 27, 2012, or as soon thereafter as reasonably possible, the Employer will offer through the County Section 125 plan optional insurance coverages that County employees may elect to purchase, at the employee's cost through salary reductions or salary deductions as may be legally permissible under the Internal Revenue Code. Available optional insurance plans shall include cancer care insurance, renewable and convertible term life insurance, supplemental dental insurance, and long-term care insurance. The terms of the available insurance coverages shall be in accordance with the insurance plan documents.

ARTICLE 28
HOLIDAYS

Holidays

28.1 The following holidays are designated by the Employer:

New Year's Day	Veteran's Day
Martin Luther King Day	Thanksgiving Day
Easter	Friday after Thanksgiving
Memorial Day	Christmas Eve Day
Juneteenth	Christmas Day
Independence Day	New Year's Eve Day
Labor Day	

28.2 As scheduled by the 911 Director, employees working at office sites may receive a day off with pay as compensation for each of the above holidays.

28.3 Holidays for all members of this unit are the actual day of the holiday.

- 28.4 Employees will be compensated for eight (8) hours of holiday pay on the holiday. (provided they are not on an unpaid leave of absence)
- 28.5 Employees who work on one of the above holidays, will be paid holiday pay for all hours worked on the holiday, time and one half (1 1/2) their regular strait time rate. Employees who volunteer or are forced to work overtime caused by a staffing shortage on one of the above holidays will be compensated at two (2) times their regular straight time rate of pay.
- 28.6 Payment shall be made for each holiday in the paycheck covering the payroll period in which the designated holiday pay is earned.
- 28.7 An employee who calls in sick on the last scheduled day before and/or the first scheduled day after the holiday, and/or the holiday (if scheduled) will not be eligible for the day as holiday pay, unless excused by the 911 Director or the employee has a written doctor's excuse.

ARTICLE 29
VACATIONS

Vacations

- 29.1 All regular full-time employees shall earn vacation credits for each payroll period of eighty (80) compensated hours and pro- rata increments thereof according to the following schedule:

Consecutive Years of Service Continuous Service	Hours Earned Each Fully Compensated Payroll Period
One Year	3.076 hours (80)
Two Years	3.384 hours (88)
Three Years	3.693 hours (96)
Four through Eight Years	4.615 hours (120)
Nine Years	5.231 hours (136)
Ten through Fourteen Years	5.846 hours (152)
Fifteen through Nineteen Years	6.492 hours (168)
Twenty Years and over of	6.769 hours (176)

- 29.2 The County shall keep a record of annual leave credit and the 911 Director shall schedule vacation leave to accord with operating requirements and, insofar as possible, with the written request of the employee.
- 29.3 Vacation days may not be used until the employee has 6 months of continuous service with the County; or has completed training, whichever occurs first.
- 29.4 For purposes of vacation picks, vacations may be chosen for any duration of not more than 14 calendar days for two (2) picks, one pick in the first 6 months and the second pick in the last 6 months each year.

- 29.4.1 The 9-1-1 Director will determine, based on staffing, the number of employees that may be on leave/vacation at the same time. This determination is not subject to the grievance procedure or arbitration. A special meeting may be requested to discuss concerns if needed.
- 29.5 All vacation requests must be received by the 911 Director/or their designee using the Center's scheduling program starting no earlier than August 1st and concluding no later than August 15th for the period beginning with the full pay period in January through the end of the first full pay period in July—of the following year and starting no earlier than March 1st and concluding no later than March 15th for the period beginning with the second pay period in July through the end of the first full payroll in January.
- 29.6 Vacation schedules will be determined based on employee's request and the needs of the department. Unit employees shall submit vacation requests as outlined in Center Policy.
- 29.7 Employees shall submit their vacation requests by order of seniority, per shift or team. The maximum time approved per vacation request will be limited to 2 weeks, unless increased per center policy.
- 29.8 Employees may not tie two vacation requests together for more than maximum of four (4) consecutive weeks off, in a given year.
- 29.9 The approved vacation request schedule will be issued by the 911 Director within ten (10) days of the close of a bid process.
- 29.10 Any additional requests for vacation or leave time may be submitted, thirty (30) days in advance, with approval at the discretion of the 9-1-1 Director or their designee. Denial of vacation time shall not be subject to the grievance procedure.
- 29.10.1 Approval of additional leave requests granted under this provision shall not reduce the number of other unit employees permitted to be on vacation leave consistent with the bid procedure outlined within this Article or by 911 Center Policy.
- 29.11 Vacation leave time not used may only be accumulated to a maximum of three hundred twenty (320) hours.
- 29.12 Absence on account of sickness, illness, or disability in excess of that hereinafter authorized for such purposes will be charged against leave allowance.
- 29.13 Vacation hours earned in accordance with provisions of this Article will be paid to employees who have completed their probationary period upon resignation if two (2) weeks' prior written notice is given by the employee.

ARTICLE 30
LEAVES OF ABSENCE

General Provisions

- 30.1 Leave of Absence Without Pay. An employee taking an approved leave of absence, for any reason, will be allowed to continue his/her group life insurance coverage for sixty (60) calendar days if he/she pays the monthly premium, and group health insurance coverage for ninety (90) calendar days if he/she pays the monthly premium. The County's group premium rates will terminate after sixty (60) calendar days for life insurance coverage and after ninety (90) calendar days for health and hospitalization coverage, but the employee may, at his/her own expense, convert both insurances into individual policies at appropriate non-group premium rates under the guidelines established by the insurance carriers.
- 30.1.1 Upon returning to active employment, the employee will again be provided with the regular insurance benefits. No other insurance benefits will continue during said leave.
- 30.2 Vacation, holidays, sick leave and other fringe benefits which have been earned prior to an approved unpaid leave of absence will be retained, but such benefits will not accumulate during the leave of absence.
- 30.3 Leave of Absence With Pay. The County will continue to pay the monthly premiums for life insurance coverage, dental coverage, and health insurance coverage as per County guidelines.
- 30.4 Absence from work that exceeds three (3) work days without the proper notice to the employee's supervisor shall be considered to be a voluntary termination of employment, unless extenuating circumstances exist which prevent the employee from providing notice.
- 30.5 Vacations, holidays, leave on account of sickness, and other fringe benefits which have been earned prior to an approved leave of absence will be retained, but such benefits will not accumulate during a leave of absence.

Military Leave

- 30.6 An employee will be allowed a military leave of absence as mandated by state and/or federal laws.
- 30.7 An employee on a military leave of absence must bring a copy of his/her military orders to report for induction and apply for such leave at the Personnel Office. Any employee desiring to return to County employment must bring a copy of his/her separation papers (DD-214) or discharge to the Personnel Office within ninety (90) days following honorable separation from active military service in the original induction period and make an application for reinstatement of employment.

Military Reserve Leave of Absence

- 30.8 Upon presentation of official orders requiring reserve training, a regular full-time employee who is a member of an armed forces reserve unit may be granted a leave of absence for such time as is required to engage in an annual reserve training program. Upon presentation by the employee of appropriate compensation records identifying the dates of payments made for the training program, the County shall pay the difference between the compensation received for the reserve training and the compensation that would have been received had the employee worked as scheduled for up to ten (10) working days annually. In the event that the annual reserve training program required for an employee exceeds the ten (10) days specified above, the additional days shall be granted as a leave of absence without pay (or charged against the employee's accumulated vacation leave if requested by the employee).

Special Leave

- 30.9 The 911 Director may authorize an employee to be absent without pay for personal reasons for a period, or periods, not to exceed a total of ten (10) working days in any calendar year. In such instances, the 911 Director will notify the Controller's Office to discontinue payment of salary to the employee during the absence. Upon prior approval of the Human Resources Director, the 911 Director may authorize unpaid special leaves of absence for any period, or periods, not to exceed a total of ninety (90) days in any calendar year, for personal reasons. Under unusual circumstances, the Administrative Services/ Personnel Committee may approve one ninety (90) day extension.

Extended Leave

- 30.10 Upon exhaustion of all sick leave accumulations, an employee disabled by illness, injury or pregnancy, substantiated by proper medical evidence, may be granted by the 911 Director an unpaid leave of absence up to one (1) year.
- 30.11 An employee medically able to return to work would bump back into the bargaining unit based upon his/her seniority and his/her ability to perform, as determined by the 911 Director.
- 30.12 Accrual of all benefits and seniority shall cease during this period.

ARTICLE 31 SICK LEAVE

Sick Leave

- 31.1 Employees shall accumulate one day of sick leave per month, sick leave credit based on the ratio of 3.69 hours for each period of eighty (80) compensated hours and prorated increments thereof not to exceed a total accumulation of 960 hours.

Purpose

- 31.2 Sick leave will be used for absence due to personal illness, personal injury, exposure to contagious disease, doctor or dentist appointments.
- 31.3 Sick leave credit may be used for the illness or injury of a spouse/partner, child or step-child, and/or parent of the employee.
- 31.4 Medical verification may be required by the Employer.

Notice

- 31.5 The employee must notify their supervisor and/or their designee of the general nature of the illness and probable duration of the absence not less than one (1) hour prior to their normal starting time each day of absence unless prohibited by extenuating circumstances, in which event such notification must be made as soon thereafter as possible. On each successive day of absence, the employee must also comply with this notice requirement unless this is waived by the supervisor. Failure to do so may disqualify the employee for sick leave payment and may result in disciplinary action.

Minimum Increments

- 31.5 Sick leave credits shall be utilized in minimum increments of not less than one quarter (1/4) of one hour.

Proof of Illness

- 31.6 An employee may be required to provide proof of illness in the form of a physician's letter as required under center policy.

Payment of Sick Leave

- 31.7 All payment for sick leave shall be made at the employee's current rate of pay.

Transfer of Sick Leave

- 31.8 An employee who transfers within the County and/or Court, from one bargaining unit to another, or out of a unit, shall use the accrued and unused sick leave credit subject to the terms and conditions of the successor contract, or the Employer's personnel practices, whichever are applicable.

Cash-out Upon Separation

- 31.10 Payment of accumulated unused sick leave credits, (maximum nine hundred sixty (960) hours), upon death or retirement under the Michigan Municipal Employees Retirement System shall be made to the employee hired before January 1, 2012 (or a former employee of the Cities hired on or before June 27, 2012 or their estate at the hourly

rate they were paid on the last day they worked in accordance with the following schedule:

- 31.10.1 Death: 50% of the maximum 960 hours to a maximum 480 hours upon the death of the employee to the designated beneficiary.
- 31.10.2 Retirement: 50% of the maximum 960 hours to a maximum of 480 hours upon the retirement of the employee.
- 31.10.3 No payment upon separation of employment for any reason other than retirement or death.
- 31.10.4 Employees hired on or after the June 27, 2012 (excluding employees hired from the cities prior to June 27, 2012), shall receive payout for death or retirement at 25% of accrued hours up to a max accrual of 960 hours.

Annual Cash-Out Option

- 31.11 Upon execution of a written option, an eligible employee shall be paid for one-half (1/2) of the balance of sick leave credit earned but unused during the twelve (12) month period at the base rate of compensation in place during June of the contract year, to a maximum of forty-eight (48) hours. The twelve (12) month period shall begin with the second payroll period of May and run through the first payroll period of the following May of each succeeding year. The remainder of the employee's sick leave balance shall accumulate as set forth in Section 31.1 of this Article. The payment request shall be submitted on the designated form no later than May 15th of the contract year and payment therefore shall be received no later than June 15th of that 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 24 hours. Upon notice of retirement during the first year of the transition, the retiring employee may receive an additional 24 hours of existing sick leave balance at straight time.

Medical Dispute

- 31.12 The 9-1-1 Director may require a physical or mental exam by a doctor at the Employer's expense, to determine the employee's ability to perform his/her regular duties, if deemed appropriate. The employee may obtain a second opinion at the employee's expense, and in the event that there is a dispute between the Employer's doctor and the employee's doctor, both of these doctors shall select a third doctor, whose decision shall be final and binding on the Parties. The expense shall be borne equally between the Employer and the employee to the extent it is not covered by the employee's insurance.

Sick Time Donation

31.13 To be eligible to accept sick leave donations an employee must:

- a) Not be on probation;
- b) Have a Family Medical Leave Act (FMLA) qualifying event;
- c) Have exhausted all forms of available leave time;
- d) Make a request for sick leave donations to their immediate supervisor.

31.14 To be eligible to donate sick time an employee must:

- a) Not be on probation;
- b) Have at least eighty (80) hours of sick leave in their accrual bank;
- c) Respond to a request for sick leave donations by the posted deadline.

31.15 Employees who are eligible to donate sick time may donate up to forty (40) hours of sick leave in a calendar year to a maximum of three (3) people. Sick leave donations may be made to any County employee regardless of department or bargaining unit affiliation. Sick leave donations will not affect a donating employee's ability to participate in the annual sick leave cash out as outlined in Section 11 of this Article.

31.16 Employees may only make one (1) sick leave donation request for each FMLA qualifying event which will result in extended absence from work. Employees shall not earn any leave time accruals while receiving sick time donations.

31.17 Sick Leave Donation Process.

- 1) An employee with a FMLA qualifying event who has exhausted all forms of leave makes a request to their immediate supervisor.
- 2) The supervisor contacts the Human Resources Department with the sick leave donation request.
- 3) Human Resources shall verify that the employee is eligible to receive sick leave donations.
- 4) Once verified, Human Resources will send out a sick leave donation request to all Ingham County employees. The request will include the following information:
 - a) Employee name;
 - b) Department;
 - c) Collective Bargaining Unit;
 - d) Deadline to donate.

31.18 Sick leave donations shall be accepted for a minimum of three (3) weeks from the date of the posted request. Employees who wish to donate sick leave must respond to Human Resources with the name of the employee they wish to donate to and the number of sick hours they wish to donate.

- 31.19 All sick leave donations received will be placed into the requesting employee's sick leave accrual bank for this use. If there is a remaining balance upon the employee's return to work, those hours will be placed in a County-wide sick leave donation bank.

Maternity/Paternity Leave

- 31.20 Employees shall be eligible for maternity/paternity leave as mandated by applicable Federal and/or State Law.

Family Medical Leave

- 31.21 Employees must use accumulated sick and personal leave time for approved leave of absences relating to a Family Medical Leave request when it is necessary, as medically certified to care for a family member. This is in addition to the time allowed in section 32.3. This sick time use will be granted after the employee has exhausted other available time. There shall be no donation of sick time for care of family members.

ARTICLE 32 PERSONAL LEAVE

Personal Leave

- 32.1 On an annual basis, each eligible employee shall receive forty-eight (48) hours of personal leave time to be taken in minimum increments of four (4) hours. Employees shall be credited with personal leave during the first pay period ending date of each calendar year. New employees and employees on unpaid leave shall receive personal leave time on a pro-rated basis.
- 32.2 Personal Leave shall be earned on a pro-rata basis. Employees who do not remain employed for 12 months of any year shall have any personal leave 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.
- 32.3 A request for use of personal time will be granted or denied within three (3) calendar days. The request must be made at least ten (10) days in advance with the exception of the provision of Section 4 below. Personal leave time must be used during each calendar year in which the time is credited and any unused time will not carry over to the next calendar year. Personal time must be used by the end of the last full pay period of the calendar year.

Purpose

- 32.4 Personal leave time may be used for all purposes including illness of immediate family members residing in the employee's household. In the event personal leave time is used for immediate family illness, the employee shall inform their immediate supervisor of

the fact and the reason therefore before the first hour of the employee's work day. Nothing in this section relieves the employee from securing the approval of the supervisor, which approval will not be unreasonably denied.

Proof of Family Member Illness

- 32.5 An employee may be required to provide proof of illness of a family member in the form of a physician's letter or other means of proof when proof is justified by a pattern, frequency, or length of illness or other circumstances giving rise to reasonable suspicion.

ARTICLE 33 FUNERAL LEAVE

Compassionate (Funeral) Leave

- 33.1 The 9-1-1 Director or their designee is to be notified immediately if a death occurs among a member of an employee's immediate family should the death result in the employee being at any time absent from work. The employee will be excused from work to attend the funeral and/or make other necessary arrangements up to a maximum of five (5) days, three (3) of which will be with pay and, if necessary, two (2) additional days to be charged against an employee's earned accrued time.
- 33.1.1 Immediate family is defined as: spouse/partner, children, parents, father-in-law, mother-in-law, step-children, brother, sister, and grandchildren.
- 33.1.2 One (1) day, the day of the funeral, is allowed in the case of the death of an uncle, aunt, nephew, or niece, to be charged against earned accrued time.
- 33.1.3 Two (2) days for brother-in-law, sister-in-law, daughter-in-law, son-in-law, grandfather, grandmother, to be charged against earned accrued time. The 911 Director may also grant time for another relationship not include in this section.
- 33.1.3 Upon approval and in the discretion of the 911 Director or their designee, additional time may be granted, to be charged against earned accrued time.
- 33.2 An employee shall provide appropriate verification to confirm his/her eligibility for the provisions of this Article, if requested by the 911 Director or their designee.
- 33.3 Employees may be released for the funeral of a local police, fire or emergency employee (includes 911 dispatchers) deceased in the line of duty. Such attendance shall be with or without compensation within the discretion and with the prior approval, of the 911 Director, and denial of any time that is in the discretion of the Director is not subject to arbitration. Employees may be excused from work, with approval of the 911 Director or designee to attend the funeral of a police, fire, emergency employee (includes 911 dispatchers) of a jurisdiction outside of Ingham County, and such time will be charged against earned accrued time, or without pay if the employee chooses.

ARTICLE 34
JURY DUTY

Jury Duty

- 34.1 An employee called to jury duty shall notify the 911 Director or his/her designee within twenty-four (24) hours of being notified of jury duty. That employee shall not suffer a loss of pay for serving on jury duty.
 - 34.1.1 An employee must notify his/her supervisor on a daily basis regarding jury duty hours including release times.
 - 34.1.2 When the employee is released from jury duty, he/she shall return to work for the balance of his/her normal shift. If an employee is scheduled to work the day shift, he/she shall return for the balance of his/her shift at the beginning thereof.
 - 34.1.3 If an employee is scheduled to work an afternoon shift, he/she shall return for the balance of his/her shift at the beginning thereof.
 - 34.1.4 An employee who is scheduled to work the midnight shift shall work the balance of his/her shift at the beginning thereof.

EXAMPLE:

- 34.1.4.1 An employee works the day shift, is on jury duty between 8:00 a.m. and 12:00 noon. That employee will return to work the balance of his/her shift.
 - 34.1.4.2 An employee working the midnight shift and serving between 8:00 a.m. and 12:00 noon on jury duty shall return to the midnight shift commencing at the beginning thereof to work the balance of his/her shift.
- 34.2 Where courts have a call in procedure to determine the days and hours of service, employees must take advantage of these procedures. If an employee is told by the court not to report, is dismissed, or is told to call in the next day, the employee must report to work and, if necessary, call in from the County unless the employee receives prior approval from their Supervisor or Director to call in from home.
- 34.3 Any time not worked due to jury duty service shall be taken at the end of the shift. The amount of money received by an employee for jury duty service shall be returned to the County, excepting mileage to be retained by that employee. The amount of time on jury duty service will include travel time back to the work station.

ARTICLE 35
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.

35.1 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 1000

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.

- 35.2 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. Payroll deductions will be made for any additional cost as provided under this Article.
- 35.3 The Employer reserves the right to substitute another carrier, provided the fundamental provisions of the above coverage will not be changed.
- 35.4 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.

35.5 **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:

Full Family	\$244.77 if participating prior to 1/1/2007
2-Person	\$217.86 if participating prior to 1/1/2007
Single	\$128.65 if participating prior to 1/1/2007
New enrollment on or after 1/1/2007 = \$128.65	

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.

35.6 **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.

35.7 Newly hired full-time employees will be eligible to receive health insurance coverage as offered by the Employer effective the 1st of the month following their date of hire.

35.8 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.

35.9 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.

35.10 **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.

35.11 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.

35.12 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.

35.13 **Dental Insurance.** The County shall provide dental insurance for full-time, ³/₄ time and part-time employees and their dependents as follows:

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

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.

35.14 **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 medial/optical need. In lieu of the lens and frame benefits, contact lenses may be substituted.

ARTICLE 36
LIFE INSURANCE AND DISABILITY INSURANCE

Life Insurance

- 36.1 The County shall provide life insurance coverage for full-time employees with death benefits of not less than Thirty Thousand Dollars (\$30,000.00). Such insurance shall include double indemnity Sixty Thousand Dollars (\$60,000.00) for accidental death on a 24-hour coverage basis.
- 36.2 The life insurance coverage shall be effective the 1st day of the month after the person has been employed by the County.
- 36.3 The County shall provide disability insurance under the terms and conditions specified by the insurance carrier.

ARTICLE 37
LIABILITY INSURANCE

Liability Insurance

- 37.1 The Employer shall continue to provide Michigan Municipal Risk Association coverage or a comparable coverage with another provider to what it currently has in effect contingent upon the insurance company not canceling or modifying same. In the event that the liability insurance is canceled, modified, or otherwise discontinued for any reason by the insurance company, then under such circumstances, the Parties shall enter into immediate negotiations to attempt to arrive at a mutually agreed upon solution. The Employer will attempt to obtain, under such circumstances, comparable coverage at comparable payment rates.

ARTICLE 38
WORKER'S COMPENSATION

Workers Compensation

- 38.1 Pursuant to Michigan law, the County provides, at its sole expense, worker's compensation coverage for each employee covered by this Agreement.
- 38.2 Employees in the bargaining unit are permitted to use accumulated leave time while on worker's compensation provided as follows:
 - 38.2.1 The maximum time an employee may use accumulated leave time while on worker's compensation is fourteen (14) weeks.
 - 38.2.2 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 not' at work and on worker's compensation for ninety (90) calendar days.

38.2.3 Employee who exhausts the ninety days will be offered continued health care at the employees cost. ff the employee is unable to afford such expense the employee and county will seek to agree to a reasonable payment plan.

38.2.4 Employees are permitted to use their accumulated leave time as a supplement to worker's compensation so that they will receive approximately eighty percent (80%) of their normal straight-time pay.

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

38.2.6 **EXAMPLE:** If an employee's gross paycheck is One Hundred Fifty Dollars (\$150.00) and their net paycheck is One Hundred Dollars (\$100.00), and worker's compensation payments are Sixty Dollars (\$60.00), the County's obligation is to pay Twenty Dollars (\$20.00), provided the employee meets the above requirements.

ARTICLE 39

UNEMPLOYMENT BENEFITS

39.1 Unemployment benefits will be paid to all eligible employees of this bargaining unit, at the County's expense, pursuant to the laws of the State of Michigan.

ARTICLE 40

CELL PHONES - PERSONAL ELECTRONICS

40.1 Personal cell phones must be on silent mode and may not be used to make or receive calls during normal working hours on the dispatch floor.

40.2 Cell phones, tablets, laptops or other devices may be utilized to access the internet the during working time or on the dispatch floor.

40.3 Cell phones may be used during break or meal periods. Cell phones may be used to make or receive texts on an emergency and infrequent basis.

40.4 No usage of any device shall have the effect of postponing any of employee's normal duties.

40.5 If an employee violates this policy, the employee may have the privilege of having a cell phone, tablet or other device on site revoked or suspended.

40.5.1 Subsequent violations may result in discipline.

ARTICLE 41
EQUIPMENT

Equipment

- 41.1 The Employer shall maintain equipment within a reasonable time. Employees shall notify their supervisor of any equipment which is defective or in need of repair.
- 41.2 In the selection, procurement and issuance of equipment, due consideration will be given to the safety of the employee.
- 41.3 The Director is responsible for the operations of the Center. The Director and supervisor staff is primarily responsible to update policy and procedure and reference materials as needed, and made available to employees.

ARTICLE 42
CONTRACT COPIES

- 42.1 The Union shall provide contract copies to unit members.

ARTICLE 43
DECLARED EMERGENCY

Declared Emergency

- 43.1 In the event that an emergency is declared by the Chairperson of the Ingham County Board of Commissioners or County Controller, within Ingham County, the 911 Director or their designee may require any/all employees contacted to report to work at an assigned time and that employees not previously scheduled to work, will be compensated at one and one-half (1 ½) times their regular rate of pay for all hours worked outside their regularly scheduled work time.
- 43.2 In the event of such an emergency, employees ordered or forced back who are on a formally approved vacation shall be compensated at three (3) times their regular rate of pay for each hour worked up to twelve hours maximum per approved vacation period.
- 43.3 It is agreed between the Parties that, in the event of an emergency within Ingham County, the shift preference Article may be suspended by the County and the 911 Director may assign personnel irrespective of shift-preference schedule for the length of the emergency.

ARTICLE 44
EFFECTIVE DATE

Effective Date

- 44.1 This Agreement shall become effective on the 1st day of January, 2018, and shall continue in full force and effect until December 31, 2020, inclusive.

Emergency Manager

- 44.2 To the extent required by MCL. 423.215(7), an Emergency Manager appointed under the Local Government and School District Financial 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 Financial Accountability Act. Inclusion of the language required under section 15 (7) of the Public Employment Relations Act does not constitute an agreement by the Union to the substantive or procedural content of the language. In addition, inclusion of the language does not constitute a waiver of the Union's right to raise Constitutional and/or other legal challenge (including contractual or administrative challenges) to the validity of: (1) appointment of an Emergency Financial Manager; (2) PA 4 of 2011 (Local Government and School District Fiscal Accountability Act); or (3) any action of an Emergency Financial Manager which acts to reject, modify, or terminate the collective bargaining agreement.

ARTICLE 45
STAFFING

Authority

- 45.1 9-1-1 Administration will retain sole authority to determine appropriate operations and utilization of the workforce. They retain the right to reorganize operations methods and necessary changes to jobs, job content and classification to meet changing conditions, unless modified by the Collective Bargaining Agreement between the Parties.

Supervisors

- 45.2 Supervisors shall not be used to perform unit work if such results in the layoff or reduction in the normally scheduled hours of unit employees. Supervisors or employees outside the bargaining unit shall be permitted to perform unit work under the following circumstances:
- 45.2.1 To take or dispatch calls in any immediate situation on any shift in which the call or dispatch volume exceeds unit staffing so as to assure timely public service or dispatch.
- 45.2.2 To provide temporary relief to employees during a shift.


- 45.2.3 To provide coverage for employees arriving late at the beginning of a shift or for the release of employees prior to the end of their scheduled shift if other unit employees are not immediately available.
- 45.2.4 For the purpose of training or instruction of employees.
- 45.2.5 For testing, experimentation, assurance of proper operation of equipment and demonstrate the proper method of accomplishing the tasks assigned.
- 45.2.6 During a 9-1-1 Center emergency; defined as an unforeseen circumstance or combination of circumstances which calls for immediate action in a situation that is not expected to be of a recurring nature.
- 45.2.7 Prior to forcing a dispatcher that has not volunteered for an overtime assignment, after the assignment has been offered to all eligible unit employees.


Staffing Action Plan


45.3 No later than July 1, 2022, the Employer will develop and make available to Division members a detailed action plan outlining the steps the Employer intends to take during the duration of this Agreement to address recruitment and retention. The subject matter of this section is not subject to the grievance procedure as described in Article 11 of this Agreement. No grievance may be brought against the Employer by any employee or the Union as a result of any action or inaction by the Employer concerning the substance of any plan developed under this section.

IN WITNESS WHEREOF, the Parties have executed this Agreement by their authorized representative this 26th day of October, 2022.

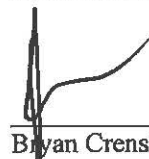
CAPITOL CITY LABOR PROGRAM, INC:


 Terese Calkins. 10/25/22
 Division President Date


 Brad Richman, CCLP 10/25/22
 Executive Director Date


 Jeffrey Donahue, Esq., CCLP Attorney

COUNTY OF INGHAM:


 Bryan Crenshaw, Chairperson 10/26/2022
 County Board of Commissioners Date

APPROVED AS TO FORM
 FOR COUNTY OF INGHAM
 COHL, STOKER TOSKEY, P.C.
 By: Gordon J. Love

Introduced by the:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION APPROVING THE 2022 - 2024 COLLECTIVE BARGAINING AGREEMENT WITH
THE CCLP 911 NON-SUPERVISORY UNIT**

RESOLUTION #22 – 154

WHEREAS, a collective bargaining agreement (CBA) has been reached between representatives of Ingham County and the CCLP 911 Non-Supervisory Unit for the period January 1, 2022 through December 31, 2024; and

WHEREAS, the agreement includes: a term of 3 years (January 1, 2022 – December 31, 2024), a wage scale adjustment effective with the first full pay period after ratification, a 3% increase effective the first full pay period following ratification, a 2% increase effective the first full pay period following January 1, 2023; a 2% increase effective the first full pay period following January 1, 2024; the addition of recruitment and retention bonuses; the addition of the Juneteenth holiday and the substitution of Easter for the Good Friday holiday; and

WHEREAS, the agreement also includes housekeeping amendments as well as language amendment to the language of the following provisions of the CBA: Article 8, Shift Preference; Article 9, Discipline, Article 11, Contractual Grievance Procedure; Article 13, Union Leave; Article 14, Management Rights; Article 20, Hours and Rates of Pay; Article 32, Personal Leave; Article 33, Funeral Leave, Article 41, Equipment, Article 43, Declared Emergency and Article 45, Staffing.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners hereby approves the 2022 – 2024 collective bargaining agreement between Ingham County and the CCLP 911 Non-Supervisory Unit.

BE IT FURTHER RESOLVED, the Chairperson of the Ingham County Board of Commissioners is authorized to sign any necessary contract documents consistent with this resolution upon approval as to form by the County Attorney.