911 SUPERVISORY UNIT

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

COUNTY OF INGHAM

AND

COMMAND OFFICERS ASSOCIATION OF MICHIGAN

INGHAM COUNTY 911 SUPERVISORY DIVISION

January 1, 2018 THROUGH DECEMBER 31, 2020
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PREFACE

The County of Ingham, Ingham County Board of Commissioners and the Command Officers Association of Michigan (COAM), Ingham County Supervisory Division of the Ingham County 9-1-1 Dispatch, recognize their moral and legal responsibilities under federal, state, and local laws relating to fair employment practices.

The County, Ingham County Board of Commissioners, 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, color, religion, national origin, age, sex, height, weight, marital status, or disability as required by law.

AGREEMENT

THIS AGREEMENT is entered into this 13th day of June 2018, by and between the COUNTY OF INGHAM, (hereinafter referred to as the "COUNTY," Ingham County Board of Commissioners, hereinafter referred to as the "County" or "Employer" and the Command Officers Association of Michigan (COAM), Ingham County 9-1-1 Supervisory Division, hereinafter referred to as "9-1-1 Supervisors."

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

Recognition

1.1 The County does hereby recognize the COAM 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:

1.2 All full time regular 9-1-1 Supervisors but excluding the Director, Deputy Director; dispatch employees represented by the Capitol City Labor Program, Inc. (f/k/a Fraternal Order of Police); Confidential administrative assistant; and all other employees.

ARTICLE 2
MANAGEMENT SECURITY/WORK STOPPAGE

Management Security

2.1 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.

2.2 The Union, 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.

2.3 The Union 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.
ARTICLE 3

PROBATIONARY PERIOD

Probation Period

3.1 When a new employee is hired, he/she shall be considered a probationary employee until the employee has worked 1040 regular hours for the Employer. These employees shall have no access to the Grievance Procedure for discipline and discharge. Regular hours excludes overtime but includes use of Employer approved accrued leave.

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

3.3 If it should occur that during the probationary period an employee is found unsuitable for the new position, said employee shall be given the option to resign from the 9-1-1 Center or return to the position previously held and at the previous rate of pay if there is an open position. The decision of the Director concerning suitability for the supervisory position shall be final and not subject to the grievance procedure. However, the Director will meet with the Division prior to rendering their decision.

3.4 At any time during a probationary period, should an employee decide that they cannot perform in the new position, said employee may be returned to their previous position.

3.5 Returning to the Emergency Communications Unit, as provided for in sections 3 and 4 above, shall be subject to and contingent upon that units collective bargaining agreement.

ARTICLE 4

PAST PRACTICES

Past Practice

4.1 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 5
SECURITY AND CHECK-OFF

Security and Check-off

5.1 The County and Director will not discriminate against any employee because of membership in the Union.

5.2 As a condition of continued employment, all employees in the bargaining unit shall either become and remain members in good standing of the Union or pay a representation fee to the Union which shall be less than one hundred percent (100%) of the regular monthly dues paid by members and which sum shall accurately represent the amount equal to the fair share of costs attributable to representation.

5.2.1 The requirements set forth above shall become effective thirty (30) days after the effective date of this Agreement or thirty (30) days after an employee's date of employment, whichever is later.

5.3 Dues Check-off. The County agrees to deduct the monthly and transmit to the Union the monthly Union dues or the representation fee from the pay of employees subject to and contingent upon the following:

5.3.1 The Union shall obtain from the employee 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 COAM and no check-off shall be made until such deficiency is corrected.

5.3.2 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/she has duplicated a check-off deduction by direct payment to the Union.

5.4 The Union shall provide at least thirty (30) days' prior certified written notice to the Human Resources Director of the amount of Union dues or representation fee to be deducted from the wages of employees in accordance with the Article and any change in said amount. Further, the Union shall provide the Human Resources Director with a copy of the Union resolution making any said change and a list of all affected employees. Any change in the amounts shall be provided to the County Human Resources Director at least thirty (30) days prior to the effective date.
5.5 Indemnity Provision. COAM 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 dues or representation fees, or reliance on any list, notice, certification or authorization under this Article. The Union assumes full responsibility for the disposition of the deductions so made once they have been sent to the Union.

ARTICLE 6

SENIORITY

Seniority

6.1 Seniority shall mean the status attained by continuous length of service in positions identified in the bargaining unit. Employees actively employed 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.

6.2 An employee’s seniority shall be defined as his/her continuous length of service in the 911 Division COAM Bargaining Unit and continuous length of service as an employee of the County of Ingham or the City of Lansing uninterrupted by a retirement, termination or quit. The County will record the seniority dates of the employees and provide a copy of the list to the local Union on an annual basis or each time a new employee is hired.

6.3 For purposes of seniority within the 911 Supervisor’s Division, members hired after June 27, 2012 can only use continuous lengths of service with Ingham County in regards to Division seniority.

6.4 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.

6.5 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.

6.6 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.
6.7 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 but NOT for the purpose of calculating seniority within the new bargaining unit.

ARTICLE 7

LOSS OF SENIORITY

Loss of Seniority

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

7.1.1 He/she resigns or quits;

7.1.2 He/she is discharged and is not reinstated;

7.1.3 He/she retires;

7.1.4 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;

7.1.5 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;

7.1.6 If he/she accepts a worker's compensation settlement which waives his/her seniority or employment rights;

7.1.7 He/she makes an intentionally false statement on his/her employment application or on an application for a leave of absence;

7.1.8 He/she is convicted of a felony.

ARTICLE 8

LAYOFF AND RECALL

Layoff and Recall

8.1 Layoff shall mean the separation of an employee from the active work force. Recall shall mean the return of the employee to the active work force.
8.2 If and when it becomes necessary to reduce the number of employees in the work force within the Union, as determined by the Employer, employees shall be laid off by seniority.

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

8.4 Seniority as it is used to determine layoff and recall shall be based upon continuous time in rank within the bargaining unit. If this criteria results in a tie, seniority for this purpose shall be defined as continuous time in the bargaining unit. If this results in a tie, seniority for this purpose shall be defined as continuous time in the 911 Center.

8.5 Grant funded positions shall be subject to the same Layoff and Recall as regular County positions, unless the grant requires different treatment, as stated in Article 7, Loss of seniority.

8.6 An employee subject to layoff, who so requests, may, in lieu of layoff bump in the same or an employee with less seniority within the bargaining unit, provided, however, that he/she has greater seniority than the employee whom he/she is to replace. The procedure for bumping in the case of layoffs is as follows:

8.6.1 The laid off employee shall bump the person in his/her rank in position that he/she is qualified for who was the least seniority in a position.

8.6.2 If the laid off employee has insufficient seniority to bump in his/her rank, he/she shall then bump the person in the next lower rank within the unit for which he/she is qualified and has sufficient seniority to bump. If more than one employee to be bumped meets this criterion, the least senior employee will be bumped.

8.6.3 Subject to and contingent upon the Emergency Communications Center approval, employees in lieu of layoff may bump to a lower rank within the Emergency Communications Center, provided, however, that he/she has greater length of service in the Emergency Communications Center than whomever he/she is replacing.

8.6.3.1 Bumping out of the Unit shall be as provided in the Department rules and Regulations or as agreed by the Emergency Communications Technicians Division.
8.6.3.2 If no agreement is in effect between the Division and the Emergency Communications Technicians, layoff shall be as provided in the Department Rules and Regulations.

8.6.4 Employees may bump only to a position for which he/she is qualified as determined by the Director, after having met with representatives from the bargaining unit.

8.6.5 Seniority as it is used in bumping shall be defined as the continuous length of time in the bargaining unit in the rank of 911 Supervisor.

8.6.6 If an employee takes a lower ranking position (demotion) in lieu of layoff, he/she can return to his/her prior rank within two (2) years without taking a new test.

8.7 If an employee, covered by this agreement, shall be ineligible to bump within the Communications Center and is subject to layoff, the employer will, so long as the employee maintains seniority under the contract, make reasonable effort or refer such employee, with explanations to another comparable vacant position being filled by the County, provided the employee is qualified for the vacant position and applies for such position.

ARTICLE 9

DIVISION AND COUNTY BARGAINING COMMITTEE

Bargaining Committee

9.1 The Bargaining Committee of the Union will include no more than two (2) employees of the Command Officers Association of Michigan, Ingham County 911 Supervisory Division, and in addition thereto, may include not more than two (2) non-employee representatives from the Command Officers Association of Michigan. The Union will furnish the Human Resources Director with a written list of the Bargaining Committee prior to the first bargaining meeting and substitution changes thereto, if necessary.

9.2 The Bargaining Committee of the County will not include more than three (3) authorized representatives of the County, and in addition thereto, may not include more than two (2) authorized representatives of the Ingham County 911 Center.

9.3 Unless prohibited by law, Employee members of the Bargaining Committee 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.

9.3.1 An employee scheduled to work on the day of a regularly scheduled bargaining session may be credited with up to one-half hour for travel to and one-half hour for travel from the place of bargaining as time worked during their tour of duty of that day, if said time is needed for travel.

9.4 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 1 above for at least four (4) hours on a given day and whose scheduled work shift begins after the negotiating session terminates shall be granted a minimum eight (8) hour rest period prior to reporting for duty.

ARTICLE 10

SPECIAL MEETINGS

Special Meetings

10.1 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 the 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 provision of this Agreement.

10.1.1 Special meetings shall be held within ten (10) calendar days of the receipt of the written request and shall be held between 8:00 am and 5:00 pm at a time and place which is mutually agree able to the parties.

10.1.2 Each party shall be represented by not more than three (3) persons, and the Union representatives may be comprised of Union members or Union representatives or Command Officers Association of Michigan representatives or any combination thereof.

10.2 Employee representatives of the Union 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 11  
DISCIPLINE AND DISCHARGE

Discipline and Discharge

11.1 The Employer shall have the right to discipline an employee for just cause.

11.2 The parties agree that the principal of progressive discipline depending on the seriousness of the alleged offense or and the facts and circumstances of each case.

11.3 Any employee subject to discipline shall be issued a written notice of such pending investigation within thirty (30) days from the Employer’s knowledge of the alleged offense which led to the investigation.

11.3.1 The notice of discipline shall be written and presented within sixty (60) days of when the incident/event first became known to the Employer. The time limits shall be waived if the incident/issue involves a criminal investigation.

11.4 Weingarten Rights. Any employee questioned by the Employer regarding an issue that is reasonably calculated to result in disciplinary action is entitled to the presence of a Union Steward during the interview.

11.5 Any disciplined/discharged employee shall have the right to the grievance procedure.

11.6 No occurrence for which an employee has been formally disciplined may be used in a discipline/discharge action after two (2) years from the date of the occurrence. Notice of discipline shall be removed from the employee’s file after two (2) years.

ARTICLE 12  
GRIEVANCE PROCEDURE

Contract Grievance Procedure

12.1 Definition of a Grievance. A grievance is defined as a claim as it relates to the interpretation and/or application of this agreement. Any grievance filed shall refer to the specific provisions alleged to have been violated, and shall adequately set forth the facts pertaining to the alleged. All grievances shall be commenced within ten (10) working days after the grievance has been known or shall reasonably been known by the employee.
12.1.1 For purposes of this grievance procedure only, working days shall be defined as Monday through Friday, excluding holidays officially recognized by the County.

12.2 The representatives of the County and the Union shall acknowledge receipt of the grievance by signing and dating the grievance when presented or received.

12.3 For working time necessarily spent in discussion of a grievance with the County representative(s), one (1) Union representative employed by the County shall be paid at his/her regular straight time rate for those hours during which he/she would otherwise have been at work for the County, from his/her report station including not more than one half hour before and after a meeting with the respective designated management representative, it being agreed that such discussion shall be performed without undue loss of working time.

12.4 In no event shall any Union Representative leave work for grievance purposes, above, without first notifying and obtaining the approval of his/her immediate Supervisor, which must be granted as promptly as is practicable under the circumstances.

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

12.5.1 STEP 1: The grievance shall be reduced to writing and signed by the employee and the Local Representative and presented to the employee’s immediate supervisor within said ten (10) working day period, requesting that the grievance be adjusted.

12.5.1.1 The supervisor will meet with the employee to discuss the grievance and will respond to said grievance within ten (10) working days of said meeting.

12.5.1.2 The employee shall suffer no loss of pay for the time spent with the supervisor to discuss the grievance.

12.5.2 STEP 2: If the answer of the supervisor received in Step 1 is not satisfactory to the employee, he/she shall, within five (5) working days of the receipt of the answer to Step 1, submit the grievance to the Director or his/her designee.

12.5.2.1 The Director or his/her designee will meet with the employee and the Union Representative to discuss the grievance and will attempt to respond to said grievance within five (5) working days of said meeting. Twenty-four hours’ notice will be given in advance of said meeting.
12.5.2.2 The employee and Union Representative shall suffer no loss of pay for the time spent with the Director or his/her designee to discuss the grievance.

12.5.3 STEP 3: If the answer of the Director or his/her designee received in Step 2 is not satisfactory to the employee, he/she shall, within five (5) working days of receipt of the answer to Step 2, submit the grievance in writing to the Ingham County Human Resources Director or his/her designee.

12.5.3.1 The Human Resources Director, Director, affected employee and a Union representative shall meet within seven (7) working days after the Human Resources Director’s receipt of the grievance. Twenty-four hours’ notice will be given in advance of the meeting.

12.5.3.2 The employee and Union Steward, if present, shall suffer no loss of pay for the time spent with the Human Resources Director to discuss the grievance.

12.5.3.3 At this meeting, the Human Resources Director or his/her designee will review the facts as they relate to the interpretation and application of this Agreement. The Human Resources Director or his/her designee shall reply with his/her decision, in writing, no later than seven (7) working days following the meeting.

12.5.4 STEP 4: If the grievance has not been settled at Step 3, the Union may submit the grievance to arbitration with the FMCS in accordance with its Voluntary Labor Arbitration Rules, provided the grievance is submitted to the FMCS within thirty (30) calendar days after service of the Step 3 Answer.

12.5.4.1 The Union shall provide the County with a copy of any grievance submitted to the FMCS.

12.5.4.2 A grievance of a discipline must be, at a minimum, a challenge to a written reprimand, a suspension, a demotion or termination.

12.5.4.3 Counselings and documented verbal reprimands are not subject to arbitration.
12.5.4.4 If the grievance has not been submitted to arbitration within the thirty (30) calendar day period, it shall be considered as withdrawn. The arbitrator shall have no authority to add, subtract from or modify the terms of this Agreement or establish or modify wage rates.

12.5.4.5 The arbitrator's decision shall be final and binding on the Union, its members, the employee or employees involved, and the County.

12.5.4.6 The expenses and fees of the arbitrator shall be paid by the losing party.

12.6 For the purpose of the Grievance Procedure, a “day” shall not include the day on which a grievance is presented or appealed by the employee or is answered by the County.

12.6.1 Any time limit listed in the grievance procedure may be extended by written (or electronic) mutual agreement of the parties.

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

12.6.3 Any grievance not appealed by the employee within the time limits shall be deemed settled on the basis of the County's last answer. If the Employer does not respond within the time limits or procedures required in each Step, the grievance shall automatically proceed to the next step of the grievance procedure.

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

12.6.4.1 If any employee elects to use the grievance procedure provided for under this contract and the Union or employee subsequently elects to utilize a statutory remedy, then the grievance shall be deemed to have been withdrawn and the grievance procedure provided for hereunder shall not be applicable.
12.6.5 Grievances may be filed at Step 3 in cases involving loss of pay, demotion or termination.

12.7 Election of Remedies. When remedies are available for any complaint and/or grievance of an employee through any administrative or statutory scheme not to include MERC, Department of Labor and FLSA or wage and hour complaint 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.

12.8 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 13

SERVICE ECONOMICS

Service Economics

13.1 "Service" for economic and fringe benefit purposes shall mean the status attained by continuous length of service as an employee of the County of Ingham and the City of Lansing as of the date of this agreement.

13.2 The County shall maintain a position allocation chart of the bargaining unit employees and shall furnish a copy to the Union representative each time that portion of the position allocation chart relating to bargaining unit employees is updated, and shall further provide a copy of such chart at least annually.
ARTICLE 14

VACATIONS

Vacations

14.1 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:

<table>
<thead>
<tr>
<th>Continuous Service</th>
<th>Hours Earned Each Fully Compensated Payroll Period</th>
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<tbody>
<tr>
<td>One Year</td>
<td>3.076 hours (80)</td>
</tr>
<tr>
<td>Two Years</td>
<td>3.384 hours (88)</td>
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<tr>
<td>Three Years</td>
<td>3.693 hours (96)</td>
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<tr>
<td>Four through Eight Years</td>
<td>4.615 hours (120)</td>
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<tr>
<td>Nine Years</td>
<td>5.538 hours (136)</td>
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<tr>
<td>Ten through Fourteen Years</td>
<td>5.846 hours (152)</td>
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<tr>
<td>Fifteen through Nineteen Years</td>
<td>6.492 hours (168)</td>
</tr>
<tr>
<td>Twenty Years and over</td>
<td>6.769 hours (176)</td>
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14.2 Vacation Scheduling. The selection procedure for scheduling vacations by seniority for the following year will begin October 1 and be completed by December 15. Employees with the highest bargaining unit seniority shall be given preference for selection of a vacation period, provided it does not interfere with the efficient operations of the Center. Individual preference of vacation selection shall be made within a reasonable time period.

14.2.1 Vacation requests submitted after the December 15th deadline will be granted on a first-come, first service basis regardless of seniority. All vacation requests are subject to approval by Center Administration.

14.3 Vacation days may not be used until the employee has completed their training.

14.4 Vacation Selection Process. Vacation selections are based upon seniority. The highest seniority Supervisor first, followed by the Supervisor next lower in seniority, etc.

14.5 Vacation selections may only be made and held using accrued vacation, personal leave time or comp time. Forty hours of accrued vacation, personal leave time or comp time is required to hold a vacation slot.

14.5.1 Supervisors cannot use any portion of leave time that is already being used to hold another vacation selection.
14.5.2 Supervisors may select one (1) vacation slot, or two (2) slots as a single selection (if the two are in conjunction with each other) during each rotation (circulation) of the vacation roster. The vacation roster will be circulated twice through the Supervisors for full vacation slot selections.

14.5.3 After the vacation roster has circulated twice for the selection of whole vacations slots (or consecutive slot selections), the vacation roster will be circulated one (1) time to allow Supervisors with remaining accrued vacation or personal time, or those who desire to use less than the full vacation slot selection, to sign up for individual days.

14.5.3.1 During this rotation, Supervisors will be allowed one (1) selection for individual days (less than 40 hours). If selecting more than one (1) day, the days must be less than a full week and must be consecutive days.

14.5.4 Once this process is completed, vacations will be granted on a first-come, first service basis regardless of seniority. Provided time reserved is being held using accrued leave time.

14.6 Vacation leave time may only be accumulated to a maximum of three hundred twenty (320) hours.

ARTICLE 15

HOLIDAYS

Holidays

15.1 The following holidays shall be recognized during the term of this contract:

<table>
<thead>
<tr>
<th>Holiday</th>
<th>Pay Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>New Year's Eve</td>
<td>Labor Day</td>
</tr>
<tr>
<td>New Year's Day</td>
<td>Thanksgiving Day</td>
</tr>
<tr>
<td>Martin Luther King Day</td>
<td>Friday after Thanksgiving Day</td>
</tr>
<tr>
<td>Good Friday</td>
<td>Christmas Eve</td>
</tr>
<tr>
<td>Memorial Day</td>
<td>Christmas Day</td>
</tr>
<tr>
<td>Independence Day</td>
<td>Employee's Birthday (Floating)</td>
</tr>
</tbody>
</table>

15.2 Employees who do not work on the above recognized holidays shall be paid eight (8) hours of holiday pay at their regular rate for the holidays. Holiday pay will be paid in the employees' paycheck after each holiday.

15.3 Employees shall be compensated at the rate of one and one-half times their regular hourly rate of pay for all hours worked on the holiday (other than the employee's birthday) in addition to receiving 8 (eight) hours of holiday pay at their regular rate of pay in accordance with Section 1.
15.4 When a holiday falls within an employee's vacation period and the employee is absent from work because of vacation, the employee will receive compensation for that day as a holiday, and the day will not be considered as a vacation day.

15.5 To be eligible for holiday pay, an employee must work the last scheduled day before and the first scheduled day after the holiday (plus the holiday, if scheduled) unless the absence has been previously approved by the department head.

ARTICLE 16

SICK LEAVE

16.1 Each regular full-time employee shall earn sick leave credits at the rate of 3.6923 hours per payroll for each fully compensated bi-weekly payroll period of active employment.

16.2 Unused sick leave credits shall accumulate to a maximum of 1,280 hours.

16.3 An employee eligible for sick leave may use such leave upon approval of the Director or designee for absence due to illness, injury, exposure to contagious disease, care of a dependent child or spouse, or death in the employee's immediate family, in accordance with the applicable provisions contained in Article 24.

16.4 An employee taking sick leave shall inform his/her immediate supervisor of the fact and reason therefore within the first two (2) hours of the regular shift of said employee.

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

16.4.2 The Director or his designee may require proof of medical treatment when he/she deems it appropriate.

16.5 Absence for a fraction or a part of a day that is chargeable to sick leave accordance with these provisions shall be charged proportionately in increments no less than one (1) hour.

16.6 Upon resignation or dismissal from County Service all sick leave credits shall be canceled and shall not be paid for.

16.7 Upon retirement or death of the employee, accumulated sick leave credits shall be compensated for on the basis of fifty percent (50%) of accumulated unused sick leave and paid at the employee's current rate of pay, not to exceed six hundred forty (640) hours.
16.8 Employees hired on or after January 1, 2013, upon retirement or death of the employee, accumulated sick leave credits shall be compensated for at the rate of 25% payout of accumulated unused sick leave at the employee's current rate of pay, up to a maximum payout of three hundred twenty (320) hours.

16.9 Annual Cash-Out Option. An employee, who so elects in writing, shall be paid for one-half (1/2) of the balance of sick leave credit earned but unused during the preceding twelve (12) month period, at the base rate of compensation in place at the end of the sick pay year, to a maximum of forty (40) hours.

16.9.1 The remainder of the employee's sick leave balance shall accumulate as set forth in this Article.

16.9.2 The payment request shall be submitted on the designated form no later than May 15th of each year, and the payment shall be received no later than June 15th of each year.

**ARTICLE 17**

**HOSPITALIZATION - MEDICAL COVERAGE**

**Medical Coverage**

17.1 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.

17.2 The Employer will pay for the Standard Plan up to the maximum Employer obligation under PA 152 as determined annually by the County Board.

17.2.1 Health Insurance Program. Effective January 1, 2018, the Employer will offer the following health insurance programs for eligible full-time employees and legal dependents.
17.2.1.1 Option 1: PHP Plus High Option Plan: L0000280 - Class 1030

17.2.2.1 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 Generic co-pays will be $10.00. Mail order Preferred co-pays will be $60.00. Mail order 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.

17.2.3 Option 3: PHP Base Plan: L0000280 - Class 1J00

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

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

17.2.2 Premiums. Effective January 1, 2018, the Employer agrees to pay the full premium for eligible full-time employees for hospitalization coverage outlined in Section B above, up to the following amounts:

<table>
<thead>
<tr>
<th>Plan Type</th>
<th>Premium Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Full Family</td>
<td>$965.25</td>
</tr>
<tr>
<td>2-Person</td>
<td>$859.99</td>
</tr>
<tr>
<td>Single</td>
<td>$410.74</td>
</tr>
<tr>
<td>Retirees</td>
<td>$416.24</td>
</tr>
</tbody>
</table>

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. 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 Union and the Coalition new health care premium rates as soon as they are available.

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

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

17.5 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.

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

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

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

17.7 Dual Coverage. In the event a husband and wife are both employees of the County, or any of the Courts of Ingham County, the payment provisions in lieu of health insurance coverage as stated under Section 8 shall be mandatory. Those employees shall not be permitted to have double health insurance coverage from the same or different options noted in this Article. 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.

17.8 Newly hired full-time employees shall receive single subscriber coverage only for the first ninety (90) calendar days of their employment. Additional coverage may be obtained if the employee so desires. In that event, the employee, through payroll deduction, shall be responsible for the difference. Upon completion of the first ninety (90) calendar days of employment, each full-time employee will be
eligible for full family coverage. The above does not apply to employees hired prior to ratification of this contract in 1992. Effective June 1, 1995, health insurance for new hires will be single coverage effective the first of the month following date of hire. Dependents will be covered the first of the month following three months of employment.

17.9 Non-probationary full-time employees will be eligible for the VSP Group Vision Care Plan that is in effect for the managers, 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. Those employees on probation will be eligible the beginning of their 7th month of employment, if they successfully complete probation.

Effective the first of the month, following thirty (30) days after execution of this contract, the Employer shall provide the VSP Group Vision Care Plan that is in effect for the managers, to shared-time employees.

17.10 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.

17.11 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 provisions 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.

17.12 Health Care Cost Containment Committee. The EMPLOYER and the UNION recognize the rapidly escalating health care costs, including the cost of medically unnecessary services and inappropriate treatment, have a detrimental impact on the health benefit program. The parties hereby establish a joint committee for the purpose of investigating health care cost containment issues which shall continue during the term of this Agreement, including medical, dental and optical insurance; health insurance waivers; and health flexible benefit programs, health savings account plans, and similar programs. The Committee shall be subject to the following provisions:
17.12.1 The Committee shall be comprised of representatives from the Employer and each bargaining unit.

17.13.2 This bargaining unit shall be granted release time, including travel time, for sending up to two (2) representatives to the Committee, who may attend without loss of pay. Members attending must arrange their schedule, with notice to their Manager.

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

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

17.13 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 the 2018 employee premium cost share.

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

Class II Benefits

| Major Restorative        | 75%                       | 25%          |
| 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.

17.14 Probationary employees are not eligible for coverage.

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

**ARTICLE 18**

**SHORT TERM DISABILITY**

Short term disability

18.1 Should an employee become physically or mentally disabled to the extent they cannot perform their jobs the employer agrees to provide a short term disability plan consisting 50% of the employees wage capped at $2500.00 per month for a period not to exceed 104 weeks subject to a 90 day elimination period.

18.2 The County’s Short Term Disability plan and the terms of the Plan Document shall be the controlling document.

18.3 Seniority shall continue to accrue while an employee is on disability leave.

**ARTICLE 19**

**I.R.S. SECTION 125**

I.R.S. Section 125

19.1 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:

19.1.1 Medical and hospitalization expenses.

19.1.2 Dependent care programs.

19.1.3 Employee payroll deductions for health care premiums.

19.1.4 Effective June 27, 2012, or as soon thereafter as reasonably possible, the Employer will offer through the County Section 125
Life Insurance optional insurance coverage's 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 coverage’s shall be in accordance with the insurance plan documents.

ARTICLE 20
LIFE INSURANCE

Life Insurance

20.1 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.

20.2 Life insurance coverage shall be effective the 1st day of the month after the person has been employed by the County.

ARTICLE 21
MEDICAL DISPUTE

Medical Dispute

21.1 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 physician, the County or the 911 Director may require a report from a medical doctor of their choosing and at their expense.

21.2 If the dispute still exists, at the request of the Union, the employee's doctor and the County or the 911 Director's doctor shall agree upon a third medical doctor 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.

21.3 The expense of the report of the third Party shall be borne equally by the County and the employee. The employee shall make themselves available to the County or 911 Director's physician for examination at a time set by the physician.
Drug Testing

22.1 This protocol applies to the Ingham County 911 Director's Office request for submission of urine specimens.

22.2 All bargaining unit members and all Administration personnel shall be subject to reasonable suspicion drug and alcohol testing.

22.3 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.

22.4 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.

22.5 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.

22.6 Last chance agreements will be considered on a case by case basis.

Drug-Free Work Place Policy Statement

22.7 Illegal drugs in the workplace 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.

22.7.1 Effective immediately, all Ingham County work sites, to include all Ingham County Office vehicles, are declared to be drug free work places. This means:

22.7.2 All Ingham employees are absolutely prohibited from unlawfully manufacturing, distributing, dispensing, possessing, or using controlled substances in the work place.
22.7.3 Employees found to be in violation of this policy will be subject to appropriate personnel/disciplinary action up to and including termination.

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

22.8 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.

22.9 Date: ______________ Signature: ______________

ARTICLE 23

LEAVES OF ABSENCE

General Provisions.

23.1 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.

23.1.1 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.

23.2 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.

23.3 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.
23.4 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 foreclose the employee from providing notice.

23.5 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.

23.6 An employee will be allowed a military leave of absence as mandated by state and/or federal laws.

23.7 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.

23.8 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.

23.9 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.

23.10 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.

23.11 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.

23.12 Accrual of all benefits and seniority shall cease during this period.

ARTICLE 24
FUNERAL LEAVE

Compassionate (Funeral) Leave

24.1 If a death occurs among a member of an employee’s immediate family, the employee will be excused from work to attend the funeral and make other necessary arrangements from the date of death to a maximum of five (5) days the employee was previously scheduled to work.

24.1.1 The immediate family shall be interpreted as including: spouse, children, parents, brother, sister, father-in-law or mother-in-law.

24.2 One day the employee was previously scheduled to work is allowed in the case of the death of an uncle, aunt, nephew, or niece.

24.3 Two days the employee was previously scheduled to work, is allowed in the case of the death of a brother-in-law, sister-in-law, daughter-in-law, son-in-law, grandfather, grandmother, or grandchild.

24.4 Additional days may be granted, charged against earned sick leave, at the discretion of the Director or his designee.

24.5 The Director or his designee is to be notified immediately of a death in the family and the extent of the expected absence.

24.6 The Director, within his discretion, may require the employee to provide appropriate verification to confirm his/her eligibility for the provisions of this Article.
ARTICLE 25
PERSONAL LEAVE

Personal Leave

25.1 On an annual basis, each eligible employee shall receive forty-eight (48) hours of personal leave time which may be used in minimum increments of two (2) 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. Employees shall be credited with any accrued but unused personal leave upon retirement.

25.2 Personal Leave shall be earned on a pro-rata basis. Employees who do not remain employed for 12 months for of any year shall have any personal leave paid, deducted from their last paycheck pro-rata, based upon the total number of months worked; excluding retirees who retire and are immediately eligible for benefits.

25.3 A request for use of personal time will be granted or denied within five (5) calendar days. The request must be made at least fourteen (14) days in advance with the exception of the provision of Section 3. Personal leave time must be used during each calendar year in which the time is credited and any unused time will be forfeited and 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

25.4 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 his/her 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

25.5 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 26

LEAVE FOR CONFERENCES

Conference or Conventions

26.1 The County will grant, upon approval of the Director or his designee, leaves of absence with pay to Union members of the bargaining unit of the Command Officers Association of Michigan, Ingham County 911 Supervisory Division for the following functions:

26.1.1 Up to two (2) members, if said members are duly elected members of the Command Officers Association of Michigan, Ingham County 911 Supervisory Division, shall receive paid time off to attend Command Officers Association of Michigan affairs directly concerning Ingham County 911 Supervisory Division employees of no more than 6 hours per week, per member.

26.1.2 This time off shall be accumulative to no more than twenty-four (24) hours, per member, is such members are scheduled to work. Time taken off in accordance with this section shall be upon approval of the Director or his designee.

26.1.3 Union members who are duly elected officials in the Union shall be allowed reasonable time at and from their work stations during normal working hours when required to participate in special meetings without any loss of pay as provided in Article 6 herein.

ARTICLE 27

WAGES

Wages

27.1 Supervisors will receive a 4% wage increase in the first year of this Agreement, 0% in year two and 0% in year three subject to the re-openers in year two and three as set forth below. Supervisors shall be paid in accordance with the following step scale effective January 1, 2018:

<table>
<thead>
<tr>
<th>Step 1</th>
<th>Step 2</th>
<th>Step 3</th>
<th>Step 4</th>
</tr>
</thead>
<tbody>
<tr>
<td>$27.38/hr.</td>
<td>$30.23/hr.</td>
<td>$31.77/hr.</td>
<td>$33.38/hr.</td>
</tr>
</tbody>
</table>

27.2 Each employee shall progress on the Step Scale on the first full pay period following their anniversary date of promotion into the Supervisory Unit.
27.3 Shift Premium. A shift premium of .75 cents per hour shall be paid for work performed from 7:00 p.m. to 7:00 a.m. for hours worked. Shift premium shall not be paid on overtime hours.

27.4 New bargaining unit members will normally be paid at Step 1. The 911 Director has the discretion, based on prior dispatch experience, to place any new bargaining unit member up to the third pay grade and may in his/her discretion waive the probationary period.

27.5 Overtime. Overtime shall be paid at the rate of 1.5 x for all hours paid in excess of 40 hours during a seven consecutive day work week.

27.6 Compensatory Time.

27.6.1 May be earned by employee request in lieu of payment for overtime at the rate of one and one-half times regular hours worked.

27.6.2 The maximum accrual of compensatory time is 80 hours at any given time.

27.6.3 Compensatory time off will be used at times mutually agreeable to the Director or his designee and the employee and will be used at such times as will least interfere with the efficient operation of the Department and with due regard for the express preference of the employee. Use of compensatory time will not be approved in cases where it will be necessary to pay another employee overtime to cover the request for the use of compensatory time.

27.6.4 Access to the use of compensatory time cannot be unreasonably denied.

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

27.8 Re-opener 2: On or after August 1, 2019, either party may choose two issues for a re-opener, to take effect on or after January 1, 2020, by giving notice to the other party no later than December 1, 2019. If the issues for a re-opener are not presented in time the opportunity for a re-opener shall be waived and the contract will continue in full force and effect until December 31, 2020.
27.9 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 28

LONGEVITY

Longevity

28.1 Grandfather Provision. All regular full-time employees who hired or were promoted into Ingham County prior to December 31, 2012, having completed four (4) years of continuous permanent employment prior to December 1st, of each calendar year shall be eligible to receive a longevity bonus for service with the County. (This shall include the Supervisor who was promoted into the Unit prior to March 26, 2013.)

28.1.1 Employees hired into Ingham County on or after December 31, 2012, shall not be eligible for longevity payments.

28.1.2 Payments to employees who become eligible by their anniversary date, prior to December 1st, of any year, shall be due the first regular working day of December.

28.1.3 An employee must have completed continuous full-time service equal to the service required for original eligibility plus one additional year of continuous regular full-time employment for each additional annual payment.

28.1.4 Employees whose service with the County terminates because of service or disability retirement, death or layoff shall be paid a prorated bonus when they retire, based on the number of calendar months of full-time active service credited to them from the preceding December 1st to the date of cessation of active employment.

28.1.5 An employee whose employment with the County terminates for other reasons prior to December 1st shall not be eligible to receive a longevity bonus.

28.1.6 An employee on an approved unpaid leave of absence during the twelve (12) month eligibility period for a longevity payment other than the initial payment shall receive a prorated basis based on the number of completed months the employee received full compensation.

28.2 The longevity bonus payment schedule shall be as follows:
28.2.1 Continuous Service

<table>
<thead>
<tr>
<th>Age Range</th>
<th>Annual Bonus</th>
</tr>
</thead>
<tbody>
<tr>
<td>4 or more, but less than 8 years</td>
<td>3% of annual wage/$600.00</td>
</tr>
<tr>
<td>8 or more, but less than 11 years</td>
<td>5% of annual wage/$1,000.00</td>
</tr>
<tr>
<td>11 or more, but less than 14 years</td>
<td>7% of annual wage/$1,400.00</td>
</tr>
<tr>
<td>14 or more years</td>
<td>9% of annual wage/$1,800.00</td>
</tr>
</tbody>
</table>

*Longevity Freeze.* During 2012, 2013 and 2014 the amount of the longevity payment to Grandfathered employees hired into Ingham County before December 31, 2012, shall be frozen at the amount of longevity the employee received in 2011 and the employee will not receive any further longevity increases until 2015 at which time the employee shall move to the bonus amount the employee would normally have received in 2012 but for this freeze.

28.3 The longevity bonus shall be computed as a percentage of the employee's annual base salary or wage. Base salary or wage shall be that which an employee is being paid on the first regularly scheduled day of the fiscal year in which a longevity bonus is due, and shall not include overtime pay, premium pay, uniform allowance, per diem or travel allowance, or any other compensation.

28.3.1 No longevity payment, as above scheduled, shall be made for that portion of an employee's base salary which is in excess of One Thousand Eight Hundred Dollars ($1,800.00).

28.4 By November 1st of each year, the Director shall furnish Financial Services with a list of employees who are eligible to receive a longevity payment. The Director shall indicate the amount of the longevity bonus due each such employee.

28.4.1 Financial Services shall review each list to assure that the dates of continuous permanent employment correspond with the employment records and that the proposed payments are consistent with the collective bargaining agreement; make any revision necessary; inform the Director; and provide one list of approved longevity payments to the Controller.

28.4.2 The Controller shall authorize payment pursuant to County procedures. A copy of the list approved by Financial Services shall also be forwarded to the Division Representative.

28.5 There shall be no longevity payment for employees hired into the County and/or promoted into the 911 Supervisory Unit on or after January 1, 2013.

ARTICLE 29

PARKING AND TRAVEL
29.1 The County shall provide no cost parking to unit employees at the 911 Center.

Mileage

29.2 Mileage allowance based on the following plan shall be allowed:

29.2.1 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.

29.2.2 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.

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

29.2.4 There shall be a short explanation given on all claims made to the Board of Commissioners for reimbursement of expenses for all trips.

29.2.5 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 30

WORK HOURS/SCHEDULE

Work Hours

30.1 Since employees may be required to work irregular shifts and hours, scheduled leave days shall be posted at least twenty-eight (28) days in advance.

30.2 Employees will be scheduled an 8, 10 or 12 hour work day for a total of a 40 hour work week. If employees or management wish to explore an alternative shift schedule from the current 10 hour shifts, a special meeting will be called.

30.3 Employees may change a leave day after the schedule has been posted if they receive permission from the Center Administration.

30.4 Leave days may be canceled by the Center Administration. Work performed on leave days canceled shall be paid at the overtime rate of one and one-half the regular rate of pay of the employee to the extent the employee works or is paid in excess of 40 hours in one work week.
30.5 Employees may schedule their own leave days with the approval of the Center Administration.

30.6 Employees, with approval of Center Administration, may change or trade leave days in the same work week.

30.7 Leave days, personal time and/or compensatory time may be used with Vacation Leave provided such time off is approved by 911 Administration.

30.8 Employees may be required to work overtime.

ARTICLE 31
SHIFT PREFERENCE

Shift Preference

31.1 Shifts will be bid twice a year

31.2 Shift assignments for the half shall be posted twenty-eight (28) days in advance of the start of said quarter and will be determined on the basis of seniority. Seniority for shift preference shall be determined as indicated in article 18.

31.3 Supervisors shall submit a bid to the Director at least twenty-one (21) days prior to the twenty-eight (28) day posting of shift assignments for the half. Any supervisor, who fails to submit a timely bid, shall forfeit their shift preference for that quarter and may be assigned any shift by the Director. The supervisor shall also submit at this time for approval, any time off requests for the half that the supervisor has not previously submitted.

31.4 Supervisors will be permitted to trade shifts or days with the approval of the Director or their designee. Trading of shifts or days shall not be allowed under any circumstances where it will result in overtime compensation.

31.5 In the event of emergencies, the shift preference article may be suspended and waived by the Director and he may assign personnel irrespective of the shift preference schedule for the length of the emergency.

ARTICLE 32
EMPLOYEE DEVELOPMENT

Employee Development
32.1 It is agreed that employees of this unit shall receive Educational Development benefits as provided in the County Educational Reimbursement Policy to the extent such policy is applicable and the funds are budgeted.

32.2 For any employee who requests to attend an out of State conference, training or workshop, etc., and is voluntarily resigns or 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.

**ARTICLE 33**

**WORKERS COMPENSATION**

Workers Compensation

33.1 Pursuant to Michigan law, the County provides worker's compensation coverage for each employee covered by this Agreement.

33.2 Employees are permitted to use accumulated leave time while on worker's compensation as follows:

33.2.1 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.

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

33.2.3 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.

**ARTICLE 34**

**RETIREMENT**

Retirement

34.1 Retirement benefits are provided by the County through the Municipal Employees Retirement System (MERS) and are incorporated in this contract by reference.
34.2 Employees previously in the City of Lansing Pension Plan shall maintain their Pension Plan with the City of Lansing.

34.2.1 Effective January 1, 2013, future service credit shall be with the MERS B-2 (2% multiplier) Defined Benefit Plan with vesting at 10 years of service, eligible to retire at age 58, FAC 3 with a 1.2% employee contribution. 50/25 available only if employees pay full cost differential for benefit – it cannot be added later.

34.3 Employees hired on or after January 1, 2013, shall participate in a MERS Hybrid Pension Plan. The MERS Hybrid Pension Plan will consist of: (1) a Defined Benefit (DB) component with a 1.0% Benefit Multiplier and (2) a Defined Contribution (DC) component.

34.3.1 DB Component – The Employer shall pay the full cost of the Defined Benefit Component. The Defined Benefit Component shall provide a 1.0% Benefit Multiplier with vesting at six (6) years of service and FAC 3. Employees shall have no (0%) contribution requirement toward the cost of the Defined Benefit Component at any time during the employee’s employment with the Employer.

34.3.2 DC Component – Employees will contribute to the Defined Contribution (DC) Component of the Hybrid Plan in an amount of their choice but no less than 2.5% of the Employee’s base wage. The Employer will match the Employee’s contribution with a contribution equal to 2.5% of the employee’s base wage and vesting in five (5) years.

34.4 Retiree HealthCare: Employees hired on or before December 31, 2012 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.

34.4.1 Employees hired on or after January 1, 2013, shall receive Employer paid contributions to single subscriber retiree health insurance at the age of 60 years as follows:

<table>
<thead>
<tr>
<th>Years of Service</th>
<th>Employer Contribution</th>
</tr>
</thead>
<tbody>
<tr>
<td>After 10 years</td>
<td>50% of annual premium cost</td>
</tr>
<tr>
<td>After 15 years</td>
<td>75% of annual premium cost</td>
</tr>
<tr>
<td>20 years or more</td>
<td>100% of annual premium cost</td>
</tr>
</tbody>
</table>

34.5 The Employer’s contribution shall be capped at the above percentage amount of contribution for single health care coverage. Employees shall not be eligible for retiree health until they reach 60 years of age regardless of the age at retirement or number of years of service.
34.5.1 In order to be eligible for Employer paid health insurance the employee must exercise their retirement benefit immediately upon termination of employment with Ingham County. Employees who freeze their retirement service and apply for MERS benefits at a later time will not be eligible for Employer paid retiree health insurance.

34.6 In the event a retiree wishes to cover his or her spouse and current dependents, he/she may do so by prepaying the County the difference between the applicable two-person rate and the appropriate benchmark amount.

34.7 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 who enroll in dental and vision coverage and subsequently drop coverage, may not re-enroll.

34.8 Notwithstanding any contrary provision contained in this Article, starting January 1, 1992, the obligation of the Employer to pay for and provide retiree health insurance shall cease in the event that comparable health insurance is available to the retiree through another Employer or source, such as his/her spouse's Employer. Further, there shall be a requirement to coordinate with other available health insurances, Medicare, Medicaid, Federal insurance or any other health insurance which may be available in part or in total to the retired employee. All questions of eligibility shall be determined by the regulations and rules established by the carrier providing such coverage.

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

34.10 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 Medicare coverage. In the event the name of any of the Federal benefits referred to herein shall be changed, this section shall be deemed to apply to any and all similar or replacement programs subsequently designated.

**ARTICLE 35**

**EMERGENCY MANAGER**

Emergency Manager.

35.1 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 36

EFFECTIVE DATE

Effective Date

36.1 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, at which time it will expire.

36.2 The Parties agree to meet and negotiate over the terms of a new agreement to take effect after the expiration of this Agreement, at mutually convenient times and places, upon the call of either Party on or before sixty (60) calendar days prior to the expiration date or any subsequent expiration date of this agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement by their authorized representative this 13th day of June, 2018.

COMMAND OFFICERS
ASSOCIATION OF MICHIGAN
INGHAM COUNTY
9-1-1 SUPERVISORY DIVISION

Division Representative Date

COUNTY OF INGHAM

Carol Koenig, Chairperson, Date
Ingham County Board of Commissioners

Jonathan Fruinataro Date
COAM Business Agent

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40 | Page
LETTER OF UNDERSTANDING
BETWEEN
COUNTY OF INGHAM
AND
COMMAND OFFICERS ASSOCIATION OF MICHIGAN
INGHAM COUNTY 911 SUPERVOSORY DIVISION

WHEREAS, the Ingham County Board of Commissioners (the "Employer") and the Command Officers Association of Michigan Ingham County 911 Supervisory Division (the "Union") are parties to a collective bargaining agreement with a term running through December 31, 2020 (the "CBA"); and

WHEREAS, the CBA contains Article 27 (pp 31-33) which allowed either party to choose two issues for a re-opener to take effect on or after January 1, 2019; and

WHEREAS, the Employer and the Union met to discuss the re-opener and have agreed to revise and replace the Wage Scale in Article 27 to reflect a 2% wage increase effective January 1, 2019; and

WHEREAS, the Employer and the Union met to discuss the re-opener and agreed to revise Section 15.3 of Article 15 (pp 16-17) reflecting an increase in overtime compensation earned for hours worked on recognized holidays effective January 1, 2019; and

WHEREAS, based on a separate initiative spearheaded by the Employer to create a uniform sick leave donation policy to be implemented by all County employees, the Employer and the Union have agreed to also revise Article 16 (pp 17-18) to include the Ingham County Sick Leave Donation Policy, which will cover all requests for sick leave donations for employees.

NOW, THEREFORE, IT IS HEREBY AGREED as follows:
1. The Wage Scale, effective January 1, 2019, is amended to reflect a 2% wage increase to all steps of each classification, replacing the prior Wage Scale found in Article 27 in its entirety. The amended Wage Scale is as follows:

<table>
<thead>
<tr>
<th></th>
<th>Step 1</th>
<th>Step 2</th>
<th>Step 3</th>
<th>Step 4</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$27.93/hr.</td>
<td>$30.84/hr.</td>
<td>$32.41/hr.</td>
<td>$34.05/hr.</td>
</tr>
</tbody>
</table>

2. Section 15.3 of Article 15, effective January 1, 2019, is amended to reflect an increase in overtime compensation earned for hours worked on recognized holidays. The amendment is incorporated by reference into this Letter of Understanding as follows:

15.3 Employees shall be compensated at the rate of one and one-half times their regular hourly rate of pay for all hours worked on the holiday (other than the employee’s birthday) in addition to receiving 8 (eight) hours of holiday pay at their regular rate of pay in accordance with Section 1. Starting January 1, 2019, employees who volunteer or are forced to work overtime on a holiday will be compensated at two times their regular straight time rate of pay.

3. Article 16 is amended to reflect the adoption of the Ingham County Sick leave Donation Policy, effective January 1, 2019. The amended policy is attached hereto as Exhibit A and incorporated by reference into this Letter of Understanding.

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

[Signatures on Next Page]
COMMAND OFFICERS
ASSOCIATION OF MICHIGAN
INGHAM COUNTY
9-1-1 SUPERVISORY DIVISION

Kristen Eul
Division Representative

2-1-19
Date

Jonathan Pignataro
COAM Business Agent

2-12-14
Date

COUNTY OF INGHAM

Bryan L. Crenshaw, Chairperson,
County Board of Commissioners

2/21/15
Date

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

By: Mattis D. Nordfjord

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EXHIBIT A
ARTICLE 16 – SICK LEAVE

See Attached Ingham County Sick Leave Donation Policy.
Sick Leave Donation Policy

A. Introduction

Ingham County places a great deal of importance on work attendance by employees and does provide for absences due to illness of the employee or an immediate family member. However, the County recognizes that there are times when unforeseen events happen when employees need assistance from their fellow employees due to FMLA qualifying events that result in need for sick leave (or leave time for employees of the Road Department) donations from other employees.

B. Guidelines

1. To be eligible to accept sick leave donations an employee:

   a. Must not be on probation.

   b. Must have an FMLA qualifying event that would cover the employee or the employee’s FMLA covered family members.

   c. Must have exhausted all forms of compensation as listed in their collective bargaining agreement.

   d. May be on collective bargaining unit or employment manual special leave due to exhaustion of FMLA.

   e. Must make a request for sick leave donations to their immediate supervisor.

2. To be eligible to donate sick time an employee:

   a. Must not be on probationary status.

   b. Must have at least 80 hours of sick leave in their accrual bank.

   c. Must respond to request for sick leave donation by the posted deadline.

3. Sick Leave Donations

   a. Employees who are eligible to donate sick leave may donate up to 40 hours of sick leave in a calendar year to a maximum of 3 people.
Sick Leave Donation Policy

b. Sick leave donations can be made to any Ingham County employee regardless of department or collective bargaining unit affiliation.

c. Sick leave donations will not affect the donating employee’s option to participate in annual sick leave buy out.

d. Employees must respond to requests for sick leave donations by the posted deadline in order to donate.

e. Employees may only make 1 sick leave donation request for each FMLA qualifying event which will result in an extended absence from work.

f. The employee will not earn any accruals while receiving sick leave donations.

4. Sick Leave Donation Process

a. An employee with a FMLA qualifying event who has exhausted all forms of compensation makes a request for sick leave donations to their immediate supervisor.

b. The supervisor contacts Human Resources (HR) with the sick leave donation request.

c. HR will verify that the employee is eligible to request sick leave donations.

d. Once verified HR will send out a sick leave donation request to all Ingham County employees. The request will include the following information:

i. Employee name

ii. Department

iii. Collective bargaining unit (if any)

iv. Deadline to donate

e. All requests for sick leave donations will be open for 3 weeks; no sick leave donations will be accepted after the posted deadline.

f. Employees who wish to donate their sick leave must respond to HR by the posted deadline with the name of the employee they wish to donate to and the number of sick leave hours they are donating.

g. HR will verify that employees who have donated are eligible to donate sick leave.

h. Sick leave donations will be utilized on a first come, first donated basis.

i. All sick leave donations received will be placed into the requesting employee’s donated sick leave accrual bank for their use. If there is a balance of donated sick leave upon the
Sick Leave Donation Policy

employee's return to work, those hours will be placed in a County-wide sick leave donation bank.
ADOPTED – DECEMBER 11, 2018
AGENDA ITEM NO. 18

Introduced by the County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION APPROVING THE COLLECTIVE BARGAINING AGREEMENT
WAGE REOPENER WITH THE COMMAND OFFICERS ASSOCIATION OF
MICHIGAN 911 SUPERVISORS UNIT

RESOLUTION # 18 – 516

WHEREAS, a collective bargaining agreement had been reached between representatives of Ingham County and Command Officers Association of Michigan 911 Supervisors Unit for the period January 1, 2017 through December 31, 2020; and

WHEREAS, the agreement included a wage reopener for 2019; and

WHEREAS, an agreement regarding the 2019 wage reopener has been reached between representatives of Ingham County and Command Officers Association of Michigan 911 Supervisors Unit; and

WHEREAS, the wage reopener agreement for 1) a 2% increase, effective the first full pay period on or after January 1, 2019 or the effective date of ratification by both parties, whichever occurs later and for 2) a Sick Leave Donation Policy and for 3) Holiday pay whereby, starting January 1, 2019, employees who volunteer or are forced to work overtime on a holiday will be compensated at two times their regular straight time rate of pay has been ratified by the employees within the bargaining unit.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners hereby approves the 2019 wage reopener agreement between Ingham County and Command Officers Association of Michigan 911 Supervisors Unit.

BE IT FURTHER RESOLVED, that the Human Resources Director is authorized to modify the current collective bargaining agreement to include the modifications of the 2019 wage reopener agreement, subject to the approval as to form by the County Attorney.

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

COUNTY SERVICES: Yeas: Nolan, Grebner, Celentino, Maiville, Naeyaert
Nays: None Absent: Sebolt, Hope Approved 12/04/2018
FINANCE: Yeas: Grebner, Crenshaw, Morgan, Slaughter, Schafer
Nays: None   Absent: Tennis, Triplett   Approved 12/05/2018