

12/31/95

1507

LAW ENFORCEMENT UNIT
COLLECTIVE BARGAINING AGREEMENT

BETWEEN

COUNTY OF INGHAM
SHERIFF OF INGHAM COUNTY

AND

FRATERNAL ORDER OF POLICE
Capitol City Lodge No. 141
Ingham County Division

93 21 12 100 05
Ingham County Sheriff's Office

Ingham County

JANUARY 1, 1992 THROUGH DECEMBER 31, 1995

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PREFACE

The COUNTY OF INGHAM and the SHERIFF OF INGHAM COUNTY and the FRATERNAL ORDER OF POLICE, Capitol City Lodge No. 141, Ingham County Division, recognize their moral and legal responsibilities under federal, state, and local laws relating to fair employment practices.

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

AGREEMENT

THIS AGREEMENT is entered into this 11th day of May, 1993, by and between the COUNTY OF INGHAM, (hereinafter referred to as the "COUNTY"), the SHERIFF OF INGHAM COUNTY, (hereinafter referred to as the "SHERIFF"), and the FRATERNAL ORDER OF POLICE, Capitol City Lodge No. 141, Ingham County Division, (hereinafter referred to as the "DIVISION").

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

ARTICLE 1.

RECOGNITION OF THE LODGE

Section 1. Definition of the Bargaining Unit. The bargaining unit shall consist of all positions of employment with the Ingham County Sheriff Department covered by the titles listed below, and shall further cover all positions of employment subsequently created where the persons occupying said positions shall become deputized with general police powers to be employed in the Ingham County Sheriff Department. The position of sergeant is a supervisory position and employees in those and other supervisory positions are not included in the bargaining unit covered by this Agreement. Employees in the positions specified below are covered by the provisions of this Agreement:

- A. Police Officer
- B. Corrections Officer
- C. Detective

ARTICLE 2.

MANAGEMENT RIGHTS

Section 1. The Division recognizes that the Sheriff reserves and retains, solely and exclusively, all rights to manage and direct his work force and to manage and operate the Sheriff's affairs.

Section 2. All rights, functions, powers and authority which the Sheriff has not specifically abridged, delegated or modified by this Agreement are recognized by the Division as being retained by the Sheriff.

Section 3. The Sheriff shall have the right to amend, supplement or add to his official departmental rules and regulations during the term of this Agreement. The Sheriff shall notify the Division of any such amendments, supplements or additions in advance of their effective date.

Section 4. Neither the constitutional nor the statutory rights, duties, and obligations of the Sheriff shall in any way be abridged by this Agreement, unless otherwise specifically provided hereunder.

Section 5. Discipline and discharge shall be for just cause, as provided in ARTICLE 29.

ARTICLE 3.

MANAGEMENT SECURITY

The Parties to this Agreement mutually recognize that the services performed by employees covered by this Agreement are services essential to the public health, safety, and welfare. The Division, therefore, agrees that there shall be no interruption of these services for any cause whatsoever by the employees it represents, nor shall there be any concerted failure by them to report for duty, nor shall they absent themselves from their work, stop work, or abstain in whole or in part from the full, faithful, and proper performance of the duties of their employment, or picket the County's and/or Sheriff's premises. The Division further agrees there shall be no strikes, sit-downs, slow-downs, stay-ins, stoppages of work, or any acts that interfere in any manner or to any degree with the services of or to the County and/or Sheriff. Any employee involved in any of the above-stated activities may be subject to discipline or discharge, at the discretion of the Sheriff.

ARTICLE 4.

PAST PRACTICES

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.

DIVISION SECURITY AND CHECK-OFF

Section 1. The County and Sheriff will not discriminate against any employee because of membership in the Division.

Section 2. Division Security. As a condition of continued employment, all employees in the bargaining unit shall either become and remain members in good standing of the Division or pay a representation fee to the Division which shall be less than one hundred percent (100%) of the regular monthly dues paid by Division members and which sum shall accurately represent the amount for said employees due the Division as their fair share of costs attributable to negotiating the terms of the Agreement, which sum shall not include, by way of example, but not by way of limitation, state, national or other dues and assessments or other amounts for Division activities. At the time of execution of this Agreement, the regular monthly Division dues are Twenty-Six and 50/100 Dollars (\$26.50) and the representation fee is Twenty-Four and 50/100 Dollars (\$24.50); however, the Division, pursuant to its Constitution and Bylaws, may raise the dues accordingly.

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.

Section 3. Dues Check-Off. The County agrees to deduct the monthly Division dues or the representation fee from the pay of employees subject to and contingent upon the following:

- A. The Division 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 the Division's Treasurer and no check-off shall be made until such deficiency is corrected.

- B. The County shall only deduct obligations which are due at the time of check-off and will make check-off deductions only if the employee has enough pay due to cover such obligation, and will not be responsible to the employee if he has duplicated a check-off deduction by direct payment to the Division.

- C. The County's remittance will be deemed correct if the Division does not give notice, in writing, to the County Human Resources Director within two (2) weeks after a remittance is sent, of its belief, with reasons stated therefor, that the remittance is incorrect.

D. Any employee may terminate his check-off authorization by written notice to the County Human Resources Director.

E. The Division shall provide at least thirty (30) days' prior written notice to the County Human Resources Director of the amount of Division dues or representation fee to be deducted from the wage of employees in accordance with this Article. Any changes in the amounts shall be provided to the County Human Resources Director at least thirty (30) days prior to the effective date.

Section 4. Indemnity Provision. The Division agrees to defend, indemnify, and save the County and/or the Sheriff harmless against any and all claims, lawsuits or other forms of liability arising out of its deduction from an employee's pay of Division dues or representation fees, or reliance on any list, notice, certification or authorization furnished under this Article. The Division assumes full responsibility for the disposition of the deductions so made once they have been sent to the Division.

The terminology within the dues authorization forms does not bind the County and/or the Sheriff to anything other than what is specified in ARTICLE 5 and that which is consistent with the law.

ARTICLE 6.

DIVISION BARGAINING COMMITTEE

Section 1. The bargaining committee of the Division will not include more than four (4) employees of the Ingham County Sheriff Department and may include not more than one (1) non-employee representative and one (1) representative from the Fraternal Order of Police, Lodge #141. The Division will furnish the County Human Resources Director with a written list of the Division's bargaining committee prior to the first bargaining meeting and substitution changes thereto, if necessary.

Section 2. Employee members of the Division bargaining unit will be paid for time spent in negotiations with the County in the event they are scheduled to work during a bargaining meeting. Said time shall be only for straight time hours they would otherwise have worked on their regularly scheduled shift. An employee scheduled to work on the day of a regularly scheduled bargaining session may also be credited with one-half hour for travel to and one-half hour from the place of bargaining as time worked during his/her tour of duty of that day, if said time is needed for travel.

Section 3. Except for the following, no pay shall be received for time spent in accordance with this Article if the employee is not scheduled to work. An employee participating in contract bargaining in accordance with Section 1 above for at least four (4) hours on a given

day and whose scheduled work shift begins less than four (4) hours after the negotiating session terminates, shall be allowed four (4) hours off with pay at the end of that shift.

ARTICLE 7.

SPECIAL MEETINGS

Section 1. The Parties agree to meet and confer upon any terms of this Agreement needing clarification upon the written request of either Party. The written request shall be made in advance and shall include an agenda stating the nature of the matters to be discussed and the reasons for requesting the meeting. Discussion shall be limited to matters set forth in the agenda, but it is understood that these special meetings shall not be for the purpose of conducting continuing collective bargaining nor to in any way modify, add to, or detract from the provisions of this Agreement. Special meetings shall be held within ten (10) calendar days of the receipt of the written request and shall be held between 8:00 a.m. and 5:00 p.m. at a time and place which is mutually agreeable to the Parties. Each Party shall be represented by not more than three (3) persons, and the Division representatives shall be Division members, or one of those persons may be the Division Attorney or one of those persons may be a Lodge representative.

Section 2. Employee representatives of the Division at special meetings will be paid by the County for time spent in special meetings, but only for the straight time hours they would otherwise have worked on their regular work schedule.

capacity, receives the written grievance. At the time it is received, it shall be dated and a copy returned to the aggrieved employee. A meeting will be arranged by the employee or his representative and the Sheriff to discuss the grievance. The Sheriff, or the person acting in said capacity, will then answer the grievance in writing within seven (7) days from the date of the meeting at which the grievance was discussed.

STEP 2: A. If the answer of the Sheriff is not satisfactory, the grievance may be referred to the Division president by the employee. The president shall submit said grievance to the Human Resources Director within ten (10) days after receipt of the answer of the Sheriff as provided in Step 1, indicating the reasons why the written answer of the Sheriff was unsatisfactory. A meeting between no more than three (3) representatives of the Division and the Sheriff, and/or a representative of the Corporation Counsel and the Human Resources Director shall be arranged to discuss the grievance submitted. Said meeting shall be held within ten (10) days from the date the Human Resources Director received said grievance. The Human Resources Director shall answer the grievance within ten (10) days of the date of the meeting at which the grievance was discussed.

B. The Division representatives may meet at a place designated by the Sheriff or Human Resources Director for one-half hour immediately preceding said grievance meeting.

STEP 3. A. If the answer of the Human Resources Director is not satisfactory, the Division president may submit said grievance to the Administrative Services/Personnel Committee of the Ingham County Board of Commissioners within ten (10) days after receipt of the answer as provided in Step 2, indicating the reasons why the written answer of the Human Resources Director was unsatisfactory. A meeting between no more than three (3) members of the Division and their legal counsel, and the Sheriff, and the Administrative Services/Personnel Committee, and a representative of the Corporation Counsel, and the Human Resources Director shall be arranged to discuss the grievance submitted. Said meeting shall be held at the next regularly scheduled Administrative Services/Personnel Committee meeting that follows receipt of the grievance by the Chairperson of the Administrative Services/Personnel Committee by at least seven (7) days. The Administrative Services/Personnel Committee shall answer the grievance within ten (10) days of the date of the meeting at which the grievance was discussed.

B. The Division representatives may meet at a place designated by the Sheriff or Chairperson of the Administrative Services/Personnel Committee for one-half hour immediately preceding said grievance meeting.

STEP 4. In the event the members of said Committee are unable to agree on a final decision on the grievance, or if the decision is unsatisfactory to the employee, said grievance may be submitted for arbitration within fifteen (15) days after the committee has answered said grievance in accordance with the procedures and rules of the American Arbitration Association. The decision of the arbitrator shall be final. The fees and approved expenses of Step 4 shall be paid equally by the County and the employee.

Section 3. The employee or his/her representative may be present at all steps outlined above. If the Administrative Services/Personnel Committee requests that the aggrieved employee be present at any step or steps of the grievance procedure to participate in discussion, he/she will be required to do so.

Section 4. No person or body constituting one of the steps of the grievance procedure outlined above shall have the power to add to or subtract from, nor modify any of the terms of this Agreement, nor shall he/she substitute his/her discretion for that of the County, the Sheriff, or the Division where such discretion has been retained by the County,

the Sheriff, or the Division, nor shall he/she exercise any responsibility or function of the County, the Sheriff, or the Division. This limitation shall include the arbitrator as stated in Step 4.

Section 5. A grievance not appealed to the next higher step within the time limit shall be deemed permanently denied. Should the Employer or his/her representative fail to respond on time at any step, the relief requested by the aggrieved shall be deemed to have been granted.

Section 6. Saturdays, Sundays and holidays, as provided in this Agreement, shall not be counted in regard to time limitations and dates for submission of grievances, appeals, answers, etc.

Section 7. The Employer and employees will have the right to call witnesses to testify.

ARTICLE 9.

SENIORITY

Section 1. Seniority shall mean the status attained by continuous length of service in positions identified in the bargaining unit.

Section 2. The Sheriff 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.

Section 3. An employee originally hired into a regular County position and subsequently transferred to a grant funded position shall maintain his/her seniority from the original date of hire and shall be treated in all respects as a regular County employee for purposes of seniority.

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.

Section 4. Notwithstanding any contrary provision contained in the Collective Bargaining Agreement, the former Delhi Charter Township Police Officers shall have their seniority, as between them, based upon the seniority which they had when employed by Delhi Charter Township. This

seniority shall be for the purpose of shift and pass day selection and vacation day selection only.

ARTICLE 10.

PASS DAYS

Section 1. Because deputies are required to work regardless of calendar weekends, i.e., Saturdays and Sundays, the County grants days off in lieu thereof and refers to these as "pass days."

Section 2. Employees covered hereby earn pass days every twenty-eight (28) day scheduling period, the equivalent of two bi-weekly payroll periods, that they are actively employed by the County. During each twenty-eight (28) day scheduling period, an employee working on a ten (10) hour per day schedule works sixteen (16) days, for an annual total of two hundred eight (208), compensated at ten (10) hours each, will earn twelve (12) pass days, for a total of one hundred fifty-seven (157) pass days annually. An employee working on an eight (8) hour per day schedule works twenty (20) days during each scheduling period, for a total of 261 compensated annually, and earns eight (8) pass days, for a total of one hundred four (104) pass days annually. An employee working on a nine (9) hour per day schedule works eighteen (18) days, for an annual total of two hundred thirty-five (235), compensated at nine (9) hours each, will earn ten (10) pass days, for a total of one hundred thirty (130) pass days annually. An employee working on a twelve (12) hour per day schedule works fourteen (14) days, for an annual total of one hundred eighty-three (183) days, compensated at twelve (12) hours each, except for the one eight (8) hour day each fourteen (14) day period and will

earn fourteen (14) pass days, for a total of one hundred eighty-two (182) pass days annually.

Section 3. In addition to the pass days provided in Section 2, each eligible employee shall receive thirty-two (32) hours of extra leave time, to be taken in a minimum of four (4) hour increments. Employees becoming eligible for said time covered under this section after January 1 of a calendar year, shall receive said time on a pro rata basis. When an employee requests extra pass time, the request will be granted or denied within the next five (5) working days. The request for this extra pass time must be made at least twenty-eight (28) days in advance. The same shall be taken only during each calendar year of this Agreement, and shall not be carried over to the next calendar year.

Section 3 shall be deleted effective December 25, 1993, and entirely replaced and superseded by ARTICLE 42, PERSONAL LEAVE.

Section 4. Employees covered hereby may change a pass day after the schedule has been posted if they receive permission from the Sheriff.

Section 5. Pass days herein provided for may be postponed by the Sheriff for emergency purposes, but pass days so postponed may be taken at a later date, at a time mutually agreeable with the employee and the Sheriff, or paid at a rate of one and one-half the regular rate of pay of the employee, at the discretion of the Sheriff.

Section 6. Pass days pursuant to Section 2 and 3 above shall be posted twenty-eight (28) days in advance of the days to be taken. The employee shall request pass days at least three (3) weeks prior to posting the work schedule. Said request shall be granted if the Sheriff determines the same will not interfere with the normal operations of the Department.

Section 7. Pass days may, if the schedule permits, be coupled with vacation leave.

Section 8. Records of pass days, days worked, and days not worked other than pass days shall be maintained in the department and shall be available during reasonable times for review by the employee. A copy of these records shall be provided to the Payroll Office at the end of each two (2) payroll periods.

ARTICLE 11.

HOURS AND RATES OF PAY

Section 1. The Sheriff has the right to assign either an eight (8), nine (9), ten (10), or twelve (12) hour shift for persons working as Correction Officers. The Sheriff has the right to assign an eight (8), nine (9), ten (10), or twelve (12) hour shift for deputies (Police Officers) assigned to law enforcement duties. The Sheriff shall provide a ninety (90) day notice of a change in shift durations corresponding with the shift selection. The notice requirement shall not apply to emergencies or to assignments, transfers or reassignments of individual employees.

Employees covered hereby are required to be on duty either a minimum of eight (8) hours, nine (9) hours, ten (10) hours, or twelve (12) hours during each scheduled working day, excepting as excused by the Sheriff. Such hours, as defined above, shall include a lunch break for officers required to carry a radio with them and be "on call" during lunch, and Correction Officers who are required to eat at their duty station. Other employees covered hereunder who receive a period for lunch shall not be compensated for said period. The County shall provide a refrigerator at the jail which can be used by Correction Officers.

Section 2. Employees covered hereunder shall be paid at an annual rate for their work according to the pay schedules incorporated within this contract. Employees assigned to the Metro Squad will work irregular

hours and overtime will be paid only in excess of forty (40) hours worked per week.

Section 3. Employees shall be compensated at straight time for assigned hours worked. Any time in excess of eight (8) hours a day, nine (9) hours a day, ten (10) hours a day, or twelve (12) hours a day, depending upon the shift schedule, shall be considered overtime. All time in excess of the employee's shift schedule shall be compensated by payment at the rate of time and one-half the employee's straight time rate or accumulated as compensatory time as stated below.

In lieu of overtime payment as stated above, employees may accumulate said overtime as compensatory time to a maximum of forty-eight (48) hours. The hours will accumulate at time and one-half. This compensatory time may be taken when it is mutually agreed between the employee and the Sheriff or his/her representative.

Section 4. Work beyond an employee's regular shift shall be authorized by the employee's immediate supervisor at the time he/she is instructed to perform any assignment that extends beyond the end of that duty day, and shall be on a form furnished by the Sheriff and signed by the employee's immediate supervisor.

Section 5. When an off-duty officer is required to spend time in court, Licensed Appeal Board hearings, or Liquor Control Board hearings for a meeting arising out of his/her employment which does not involve

the officer on a personal matter, he/she shall receive the witness fee, if one is payable, plus the difference between such witness fee and pay at time and one-half for the time actually spent on the assignment, with a minimum of two (2) hours of pay at time and one-half. If no witness fee is payable, he/she shall receive pay at time and one-half for the time spent on the assignment, with a minimum of two (2) hours of pay at time and one-half. This minimum does not apply under circumstances where the employee attends proceedings beyond the end of the employee's normal shift. Mileage that may be paid by the court will be considered separate payment and will not be included in the above pay.

Employees are eligible for paid time during the lunch hour when directed to complete an assignment by the Prosecutor, and the Prosecutor substantiates same.

Section 6. If an employee is called back to work after completion of a regular work period, he/she shall be compensated for a minimum of one and one-half hours of overtime at the rate of time and one-half, and all hours after shall be paid at the rate of time and one-half.

Section 7. Provisions of this Article regarding overtime shall not apply when an officer makes an out-of-state trip to pick up or deliver a prisoner. Such assignments will be made to volunteers at the sole discretion of the Sheriff, and an officer on such a trip will be eligible for straight time pay on his/her regular shift basis.

Section 8. In the event that the Fair Labor Standards Act or other duly enacted legislation or court decision makes any provision of this Agreement illegal, the same shall become void without affecting the remaining provisions of this Agreement.

Section 9. Dog Handlers. Officers of the Ingham County Canine Squad who have been assigned a dog shall be compensated, while the dog is under the care of the handler, at fifteen (15) minutes overtime compensation per day at the rate of one and one-half (1 1/2) their hourly rate to a maximum of two and one-half (2 1/2) hours per pay period. This overtime shall be paid to the dog handler on a quarterly basis.

ARTICLE 12.

VACATIONS

Section 1. All regular full-time employees shall earn vacation (annual leave) as follows:

<u>Consecutive Years of Service</u>	<u>Hours Earned Each Payroll</u>
<u>With the County</u>	<u>Period Worked</u>
During First Year	3.384 hours (88)
During Second Year	3.693 hours (96)
During Third Year	4.000 hours (104)
During Four through Eight Years	4.923 hours (128)
During Ninth Year	5.231 hours (136)
During Ten through Fourteen Years	5.846 hours (152)
During Fifteen through Nineteen Years	6.492 hours (168)
Following Twenty Years and Over of Uninterrupted Employment	7.077 hours (184)

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

Section 3. Annual leave days not used may only be accumulated to a maximum of two hundred forty (240) hours. An employee who fails to timely submit his/her request shall lose his/her right to vacation preference because of seniority for that particular calendar year.

If the vacation period is not established for the employee within thirty (30) days after the request by the employee has been submitted to the Sheriff, as herein required, or if the employee is not able because of departmental directive or emergency to take all or any part of his/her allotted vacation time, the employee shall not lose vacation time if the delay or cancellation would result in the accumulation of more than two hundred forty (240) hours of vacation up to a maximum of two hundred eighty (280) hours, notwithstanding any provision to the contrary in this Article.

Section 4. Absence on account of sickness, illness, or disability in excess of that hereinafter authorized for such purposes may, at the request of the employee, be charged against leave allowance.

Section 5. The County shall keep a record of annual leave credit and the Sheriff shall schedule vacation leave to accord with operating requirements and, insofar as possible, with the written request of the employee.

Section 6. Vacation hours earned in accordance with provisions of this Article will be paid to employees who have completed their probationary period upon resignation, if two (2) weeks' prior written notice is given by the employee. However, if an employee resigns in lieu of termination, he/she will be paid earned vacation hours. Vacation hours will not be paid in cases of discharge from employment.

Section 7. All vacation requests must be received by the Sheriff in writing no later than February 15th of any year. Vacation schedules will be determined whenever possible based on employee's request and the needs of the department. Conflicts in vacation requests will be resolved based on seniority as described in ARTICLE 9, including Section 4, herein. The approved vacation schedule will be issued by the Sheriff no later than March 15th of any year. Those employees failing to make a written request for vacation by February 15th will have their vacation scheduled as the remaining vacation time and department needs permit.

ARTICLE 13.

HOLIDAYS

Section 1. The following holidays are designated by the Employer: New Year's Day, Martin Luther King Day, President's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, the Friday immediately following Thanksgiving Day, and Christmas Day.

Section 2. As scheduled by the Sheriff, employees working at office sites may receive a day off with pay as compensation for each of the above holidays.

Section 3. Employees who do not receive a day off with pay due to the occurrence of one of the above holidays are eligible to receive (8) hours pay at their regular rate per each authorized holiday, whether such holiday be worked or not. This is applicable whether the employee is scheduled for an eight (8), nine (9), ten (10), or twelve (12) hour day. Hourly rate for purposes of holiday pay shall be determined by dividing the annual salary by two thousand eighty (2,080) hours. Payment shall be made for each holiday by December 10 each year for all eligible holidays since the previous December 10.

Section 4. An employee who calls in sick on the last scheduled day before and/or the first scheduled day after the holiday, and/or the holiday (if scheduled) will not be eligible for the day as holiday pay,

unless excused by the Sheriff or the employee has a written doctor's excuse.

Section 5. Employees shall be entitled to the preceding day off with pay, whenever Christmas and New Year's Day falls on Tuesday, Wednesday, Thursday, or Friday. Those who are required to work shall be paid in accordance with Section 3 above.

ARTICLE 14.

LONGEVITY PLAN.

Section 1. All regular full-time employees, 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. 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. 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. Employees whose service with the County terminates because of service or disability retirement, death or are laid off 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 their active employment. An employee whose employment with the County terminates for other reasons prior to December 1st shall not be eligible to receive a longevity bonus. An employee on an unpaid leave of absence due to illness during the twelve (12) month eligibility period for a longevity payment other than the initial payment shall receive a prorated payment based on the number of complete months he/she received full compensation. An employee on an unpaid leave of absence due to other than illness shall not be eligible to receive a longevity bonus.

Section 2. The longevity bonus payment schedule shall be as follows:

<u>Continuous Service</u>	<u>Annual Bonus</u>
4 or more, but less than 8 years	3% of annual wage
8 or more, but less than 12 years	5% of annual wage
12 or more, but less than 16 years	7% of annual wage
16 or more years	9% of annual wage

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. No longevity payment, as above scheduled, shall be made for that portion of an employee's base salary which is in excess of Eighteen Thousand Dollars (\$18,000.00).

Section 3. By November 1st of each year, the Sheriff shall furnish the Personnel Office with a list of employees who are eligible to receive a longevity payment. The Sheriff shall indicate the amount of the longevity bonus due each such employee. The Personnel Office 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 revisions necessary; inform the Sheriff; and provide one list of

approved longevity payments to the Controller. The Controller shall authorize payment pursuant to County procedures.

ARTICLE 15.

SICK LEAVE

Section 1. General Provisions.

- A. An employee eligible for sick leave may use such leave upon approval of the Sheriff for absence due to illness, injury, exposure to contagious disease or death in the employee's immediate family, in accordance with the applicable provisions contained in ARTICLE 19. An employee taking sick leave shall inform his/her immediate supervisor of the fact and reason therefor at least one hour before the start of his/her regular shift unless prohibited by extenuating circumstances. Failure to do so may cause the denial of pay for the period of the absence, and/or said lack of notification may be considered a voluntary termination of employment. The Sheriff may require proof of medical treatment when he/she deems it appropriate.
- B. Absence for a fraction or part of a day that is chargeable to sick leave in accordance with these provisions shall be charged proportionately in an amount not smaller than one (1) hour.
- C. Upon resignation or dismissal from County service, all sick leave credits shall be canceled and shall not be paid for, and shall not be reinstated if said person is re-employed, unless ordered by a court pursuant to a Veteran's Preference hearing.

- D. Unused sick leave credit shall be paid upon the retirement of an employee, or upon his/her death, to his/her beneficiaries at a rate of one-half (1/2) the current annual pay to a maximum payment equivalent to six hundred forty (640) hours pay.

Section 2. Red and Blue Sick Leave.

- A. Employees' sick leave accumulations will be divided into two categories - red and blue.
- B. Each regular full-time employee will accumulate four and one-half (4 1/2) hours in the blue category for each payroll period worked.
- C. A maximum of seventy-six (76) hours, at the employee's request, may be placed in the red category from the employee's accrued sick accumulations. This transfer will be based on the employee's total sick accumulations as of the payroll period ending December 25, 1992. The transfer form must be received in the Data Processing Department no later than December 22, 1992. The remaining hours, if any, will be placed in the blue category. The maximum accumulation for the blue category is one thousand nine hundred twenty (1,920) hours.
- D. A doctor's statement for the use of sick leave accumulations from the red category for the employee's personal illness or injury is not required, unless a pattern of sick leave abuse is

determined by the Employer or if other circumstances warrant a doctor's statement.

- E. Each employee covered by this Agreement will be allowed twenty-four (24) hours of personal leave time with pay, which will be taken from their accumulated blue sick leave credits and which can be used for the purpose of attending to or caring for personal matters. Prior approval must be obtained from the Sheriff or his/her designee for the days requested.

- F. The use of accumulations for the employee's personal illness or injury may be used from the blue category only when the time is accounted for by a doctor's statement which is verifiable by the Employer and is attached to the time card submitted for that payroll ending period.

- G. An employee, at his/her option, shall receive compensation at his/her regular rate of pay for each year of the contract for the difference between forty (40) hours (red or blue) and the hours of sick leave utilized (excluding personal leave and funeral leave) in each contract year. This payment option must be made by an employee, in writing, no later than December 22, 1992. Payment shall be made to the employee no later than January 31, 1993.

THE FOLLOWING PROVISIONS REGARDING SICK LEAVE WILL BE EFFECTIVE DECEMBER 25, 1993, AND SHALL SUPERSEDE AND ENTIRELY REPLACE THE FOREGOING SICK LEAVE PROVISIONS.

Section 1. Each employee shall earn sick leave credit based on the ratio of 3.846 hours for each period of eighty (80) hours of compensated employment, and pro-rated increments thereof, one hundred (100) hours per year.

Section 2. Maximum Accumulation. Sick leave credit shall accrue to a maximum of one thousand nine hundred twenty (1,920) hours.

Section 3. Purpose. Sick leave credit may be used for absence due to personal illness, personal injury, exposure to contagious disease, doctor or dentist appointments.

Section 4. Notice. An employee taking sick leave shall inform his/her immediate supervisor of the fact and the reason therefore, before the beginning of the employee's work day unless prohibited by extenuating circumstances.

Section 5. Minimum Increments. Sick leave credits shall be utilized in minimum increments of not less than one (1) hour.

Section 6. Proof of Illness. An employee may be required to provide proof of illness in the form of a physician's letter or other means of proof at the request of the Employer when there is reasonable justification.

Section 7. Payment of Sick Leave. All payment for sick leave shall be made at the employee's current rate of pay.

Section 8. Transfer of Sick Leave. An employee who transfers within the County and/or Court, from one bargaining unit to another, or out of a unit, shall use the accrued and unused sick leave credit subject to the terms and conditions of the successor contract, or the Employer's personnel practices, whichever are applicable.

Section 9. Cash-Out Upon Separation. Upon separation from employment, an employee shall be paid for accrued and unused sick leave credit at his/her base rate of compensation at the time of separation on the following basis:

- A. Death: Fifty percent (50%) of the maximum one thousand two hundred eighty (1,280) to a maximum six hundred forty (640) hours upon the death of the employee to the designated beneficiary.

- B. Retirement: Fifty percent (50%) of the maximum one thousand two hundred eighty (1,280) to a maximum six hundred forty (640) hours upon the retirement of the employee.

C. No payment shall be made upon separation of employment for any other reason than death or retirement.

Section 10. Annual Cash-Out Option. Upon execution of a written option, an employee shall be paid for one-half (1/2) of the balance of the sick leave credit earned, but unused during the previous twelve (12) month period, to a maximum of forty (40) hours. The payment request shall be submitted on the designated form no later than November 15, and the payment shall be received no later than December 15.

Section 11. Medical Dispute. The Sheriff may require a physical or mental exam by a doctor at the Employer's expense, to determine the employee's ability to perform his/her regular duties, if deemed appropriate. The employee may obtain a second opinion at the employee's expense, and in the event that there is a dispute between the Employer's doctor and the employee's doctor, both of these doctors shall select a third doctor, whose decision shall be final and binding on the Parties. The expense shall be born equally between the Employer and employee to the extent it is not covered by the employee's insurance.

Section 12. Sick Time Donation. An employee within the bargaining unit may donate up to sixteen (16) hours of his/her accumulated sick leave to no more than two (2) persons, per contract year, to another unit member who is off work for an authorized illness or injury, and has used all available compensation. The donating employee must have at least

five (5) years seniority, and two hundred fifty (250) hours of accumulated sick time.

This Section will be dependent upon approval of the Ingham County Board of Commissioners in each case. Decision of the Board shall not be subject to the grievance procedure.

Section 13. Maternity/Paternity Leave. Employees shall be eligible for maternity/paternity leave as mandated by applicable Federal and/or State Law.

ARTICLE 16.

HOSPITALIZATION - MEDICAL COVERAGE

Section 1. Effective July 1, 1991, the Employer will offer the following Health Insurance Programs for eligible full-time employees and legal dependents. The lesser cost of either Options 3 or 4 shall establish the benchmark for all Employer obligations including, but not limited to, the cash option into a deferred compensation plan of the employee or paid directly to the employee as taxable income as provided in Section 3.

Option 1. Physicians Health Plan Plus 534/311-11010. Ten Dollar (\$10.00) office visit co-pay; \$15.00 urgent care facility co-pay; Five Dollars (\$5.00) per prescription co-pay; and one hundred percent (100%) hospitalization coverage.

Option 2. Health Central. BCN-5; PD5 NSC; DCC; WMHSAC; WERC; SNF-120; P&O 20%; DME 20%; AS 5.

Option 3. BCBSM-PPO. Comprehensive Hospital, Semi-private, D45NM, DC, MVF-11, CC, FAE-RC, ML, SAT-2, SOT-PE, GLE-1, VST, RM, PCES-1, PCES-2, RPS, Prescription Drug Program Five Dollar (\$5.00) co-pay with PD-MAC, APDBP, Master Medical Option IV (excluding drugs), MMC-POV, TRUST-20, PLUS-20, SOPC.

Option 4. BCBSM-TRADITIONAL. Comprehensive Hospital, Semi-private, D45NM, OPC, CC, XF, COB-3, SOT-PE, GLE-1, PRE/100, MVF-2, PCES-1, PCES-2, ML, DC, SD, FAE-RC. Prescription Drug Program Five Dollar (\$5.00) co-pay (PD-MAC), APDBP, Master Medical-Option II (excluding drugs).

If the premium cost for the Health Insurance Program chosen by the employee exceeds that of the above described Option 3 (BCBSM-PPO), or Option 4 (BCBSM Traditional), whichever is less, such premium cost shall be paid by the employee through payroll deduction.

Section 2. The County reserves the right to substitute another carrier, provided the fundamental provisions of the health insurance coverage will not be changed.

Section 3. 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 equal to thirty percent (30%) of the premium cost of the coverage to which the employee is otherwise eligible at the time of election (full family, two persons, or single subscriber) into a deferred compensation plan as selected by the employee or directly to the employee as taxable compensation. The above is

subject to the lesser cost of either Options 3 or 4 noted in this Article, which is effective July 1, 1991. Employees losing medical coverage from another source shall notify the County Personnel Department in time so that the employee and dependents, where appropriate, can be re-enrolled in a health care plan beginning the first day of the month following the loss of alternate coverage.

Section 4. For employees hired on or after February 13, 1991, 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 this Article shall be mandatory. Those employees shall not be permitted to have double health insurance coverage from the same or different options noted in this Article. employees losing medical coverage from their spouse shall notify the County Personnel 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.

ARTICLE 17.

MEDICAL DISPUTE

In the event of a dispute involving an employee's physical or mental ability to perform his/her job, and the County or the Sheriff are not satisfied with the determination of the treating physician, the County or the Sheriff may require a report from a medical doctor of their choosing and at their expense. If the dispute still exists, at the request of the DIVISION, the employee's doctor and the County or the Sheriff's doctor shall agree upon a third medical doctor to submit a report to the County or the Sheriff and the employee, and the decision of such third Party will be binding on both Parties. The expense of the report of the third Party shall be borne equally by the County and the employee. The employee shall make himself/herself available to the County or Sheriff's physician for examination at a time set by the physician.

ARTICLE 18.

LIFE INSURANCE AND DISABILITY INSURANCE

Section 1. The County shall provide life insurance coverage for full-time employees with death benefits of not less than Twenty Thousand Dollars (\$20,000.00). Such insurance shall include double indemnity Forty Thousand Dollars (\$40,000.00) for accidental death on a 24-hour coverage basis.

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

Section 3. The County shall provide disability insurance under the terms and conditions specified by the insurance carrier.

ARTICLE 19.

FUNERAL LEAVE

Section 1. Compassionate (Funeral) Leave. If a death occurs among a member of an employee's immediate family, the employee will be excused from work to attend the funeral and make other necessary arrangements from the date of death until the day after the funeral, up to a maximum of five (5) days, three (3) of which will be with pay and, if necessary, two (2) additional days to be charged against earned sick leave/blue category. Immediate family is defined as: spouse, children, parents, father-in-law, mother-in-law, brother and sister.

One (1) day, the day of the funeral, is allowed in the case of the death of an uncle, aunt, nephew, or niece, and two (2) days from brother-in-law, sister-in-law, daughter-in-law, son-in-law, grandfather, grandmother, or grandchild, to be charged against earned sick leave/blue category. Upon approval of the Sheriff or his designee, one (1) additional day may be granted, to be charged against sick leave/blue category. Any additional time must be charged against annual leave.

Section 2. The Sheriff is to be notified immediately of a death in the family and the extent of the expected absence. The employee shall provide appropriate verification to confirm his/her eligibility for the provisions of this Article, if requested by the Sheriff.

Section 3. One (1) vehicle may be released for one (1) day to five (5) off-duty employees for attendance at the funeral of any local officer killed in the line of duty anywhere in the lower peninsula of Michigan, up to a maximum of five (5) times per year, unless otherwise approved by the Sheriff. Such attendance shall be without compensation and with the prior approval of the Sheriff.

ARTICLE 20.

LEAVE FOR CONFERENCES OR CONVENTIONS
AND SAFETY COMMITTEE

Section 1. The County will grant, upon approval of the Sheriff, leaves of absence with pay to Division members of the bargaining unit of the Fraternal Order of Police for the following functions:

- A. One (1) person for five (5) days every other calendar year to attend F.O.P. national meetings.

- B. Two (2) persons for three (3) days to attend the F.O.P. State of Michigan meetings each calendar year.

Section 2. Once a month, the Division president and one (1) other designated employee may be excused for the local Division meeting, without loss of pay, not to exceed five (5) hours, if he/she is scheduled to work.

Section 3. Up to two (2) members, if said members are duly elected members of the F.O.P. Executive Board, shall receive paid time off to attend to Lodge affairs directly concerning Ingham County Unit employees of no more than six (6) hours per week, per member. This time off shall be accumulative to no more than twenty-four (24) hours, per member, if such members are scheduled to work. Time taken off in accordance with

this section shall be upon approval of the Sheriff, and his decision shall not be subject to the grievance procedure.

Section 4. Division members who are duly elected officials in the F.O.P. Lodge or Division 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 7 herein.

Section 5. The Division president shall be allowed to work the day shift, unless it becomes necessary to have him/her assigned to another shift, after which, the president shall then be reassigned to the day shift.

Section 6. The Parties agree to insert in the Contract the same language which may be agreed to in the supervisors' FOP Contract pertaining to a safety committee. However, if no such language is agreed upon, then no such provision will be inserted in the Collective Bargaining Contract.

ARTICLE 21.

RETIREMENT

Section 1. Retirement benefits are provided by the County through the C-2 Plan of the Municipal Employees Retirement System and are incorporated in this contract by reference. Effective January 1, 1994, employee retirement benefits will be provided by the County through the B-4 Plan with the FAC-5. The increased cost of said plan shall be paid by the employees.

Section 2.

- A. Employees who have retired since January 1, 1971, and are immediately eligible for retirement benefits as provided in the above plan, shall be provided single subscriber health and hospitalization coverage supplementing Medicare.
- B. Employees who retire after May 11, 1993, and are immediately eligible for retirement benefits shall be provided single subscriber health and hospitalization coverage. These retirees shall be given an opportunity to select from health insurances provided for active employees under the terms of ARTICLE 16, Section 1. Single subscriber health and hospitalization coverage supplementing Medicare shall be provided for retirees eligible for Medicare. The cost for this insurance to be paid by the County shall not exceed the maximum single subscriber amount required to be paid under ARTICLE 16 for active

employees by the County. After age 65, retirees are no longer eligible for the PPO coverage and shall, therefore, be required to select from among the other programs offered and under the same terms and conditions as active employees under ARTICLE 16.

- C. The Employer shall offer an additional option for retirees of BCBS Traditional Option I coverage (CMM100) any time after this contract is executed by the Parties in 1993.
- D. In the event a retiree wishes to cover his or her spouse, he/she may do so by prepaying the County the difference between the applicable two-person rate and the appropriate benchmark amount.
- E. A retiree who chooses the option of BCBS Traditional Option I coverage (CMM100) may apply the difference between the premium for that coverage, if less, and the maximum single subscriber amount paid under ARTICLE 16 for active employees, if any, to the coverage for his/her spouse.

Section 3. Notwithstanding any contrary provision contained in this Article, starting April 1, 1991, the obligation of the Employer to pay for and provide retiree health insurance shall cease in the event that comparable health insurance is available at no cost to the retiree through another Employer or source, such as his/her spouse's Employer. Further, there shall be a requirement to coordinate with other available

health insurances, such as Medicare, Medicaid, Federal insurance or any other health insurance which may be available in part or in total to the retired employee. All questions of eligibility shall be determined by the regulations and rules established by the carrier providing such coverage.

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

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

Section 4. Employees who retire during the period of this Agreement and who are immediately eligible for retirement benefits as provided in the above plan, shall be provided with Two Thousand Dollars (\$2,000.00) life insurance coverage, payable to their beneficiary at the time of their death, and the total cost of this coverage shall be borne by the Employer.

Section 5. Appropriate employees in this bargaining unit will be covered with the Municipal Employees Retirement System's 55-F waiver with fifteen (15) years of service, on a contributory basis as provided below. Commencing January 1, 1986, the county will pay one percent (1%) on behalf of the employees, with the employees paying the balance of the cost for the 55-F waiver through payroll deduction.

Section 6. Effective December 31, 1989, employees shall be provided with the MERS F-50 waiver with twenty-five (25) years of service in addition to the above referenced 55-F waiver. The employees shall pay for the full cost of the F-50 waiver through payroll deduction. The F-50 waiver benefit shall be at no cost to the Employer.

ARTICLE 22.

UNIFORMS AND CLOTHING

Section 1. Uniforms. In the selection, procurement and issuance of uniforms, the County will give due consideration to the items, numbers, materials and quality consistent with the needs, use, function and responsibility of the officer.

Section 2. Clothing. Any Detective required to wear civilian clothing as a part of his/her duties shall receive a clothing reimbursement upon presentation of evidence of purchase(s) up to a maximum of Five Hundred Dollars (\$500.00) per contract year. The verified purchase of the following items only is covered by this section: suits, dresses, slacks, skirts, shirts, blouses, sport coats, ties, shoes, topcoats and purses. This clothing reimbursement will be determined on the basis of Forty-Three and 75/100 Dollars (\$43.75) per month, compensated in the Detective classification up to the stated maximum of Five Hundred Twenty-Five (\$525.00) annually.

Section 3. Uniform Maintenance. A dry cleaning and laundering allowance shall be paid by the County, in the sum of Three Hundred Dollars (\$300.00) annually to each Police Officer, Correction Officer and Detective; and Three Hundred Sixty Dollars (\$360.00) annually to each Paramedic issued a uniform. Said sum shall be payable at the end of each calendar quarter, commencing March 31, 1987. Paramedics must verify dry cleaning and laundering expenses with receipts. In the event that the

County contracts to provide cleaning and laundering services for employees, this section and the payments in it shall be eliminated. This dry cleaning and laundering allowance will be determined on the basis of Twenty-Five Dollars (\$25.00) per month for Police Officers, Correction Officers and Detectives, and Thirty Dollars (\$30.00) per month for Paramedics, compensated up to the stated annual maximums.

Section 4. Clothing and cleaning allowances provided for hereunder shall be prorated when employees are on an unpaid leave of absence.

Section 5. Employees required by the Sheriff to attend the Police Academy shall receive a clothing reimbursement upon presentation of evidence of purchase(s) up to a maximum of One Hundred Dollars (\$100.00). The clothing reimbursement is only for those items purchased as required by the Police Academy which the employee does not already have.

Section 6. Damage Allowance. The County shall pay, upon approval of the Sheriff, the following personal items damaged or destroyed in the line of duty when such damage or destruction is not due to the employee's own negligence:

- A. Fifty percent (50%) of the depreciated value of watches up to a maximum of Twenty-Five Dollars (\$25.00).
- B. Fifty percent (50%) of the depreciated value of shoes, up to a maximum of Twenty-Five Dollars (\$25.00).

C. Fifty percent (50%) of the depreciated value of corrective lenses, up to a maximum of Two Hundred Dollars (\$200.00). This payment shall include only the cost of the corrective lenses, and not the cost of examination or re-examination.

All requests of payment must be accompanied by receipts or a sworn affidavit.

ARTICLE 23.

AUTOMOBILES AND -EQUIPMENT

Section 1. All marked patrol cars shall be equipped with suitable protective screen placed between the rear and front seats.

Section 2. In the selection, procurement and issuance of equipment, due consideration will be given to the safety of the officer.

Section 3. All patrol cars shall be equipped with suitable spotlights, in the discretion of the Sheriff.

Section 4. A portable recording devise appropriate for use by on-duty Detectives and Police Officers for dictating reports will be given to them at the start of their shift for use in all Road Patrol and Detective vehicles. Said recording devices shall be returned at the end of the officer's shift in accordance with the directions of the Sheriff.

Section 5. The Employer shall provide patrol vehicles equipped with air-conditioning.

Section 6. Every employee covered by this Agreement who is required to carry a firearm while on duty shall be provided, if requested, with thirty (30) rounds of practice ammunition per month. The County will provide the initial thirty (30) rounds of brass; however, if the employee loses the brass, he/she must either replace or pay for the lost brass.

ARTICLE 24.

PARKING AND TRAVEL

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

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

- A. All employees required to drive their own motor vehicle in the course of their employment with the County shall be paid pursuant to the IRS rate. 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.
- B. Mileage shall always be figured on the basis of the shortest distance between the point of departure and the destination.
- C. There shall be a short explanation given on all claims made to the Board of Commissioners for reimbursement of expenses for all trips.