

D. The place of employment shall be the Ingham County Jail in Mason, but no employee shall be paid mileage for going to and/or returning from work.

ARTICLE 25.

WAGES

Section 1. Effective Date. The wages for employees covered by this Agreement shall be paid in accordance with the Salary Schedule in ARTICLE 39, and those wage rates shall become effective on December 28, 1991, and thereafter as indicated in the Salary Schedule. No retroactive payment will be made unless the employee is employed on the date of ratification of this Agreement by both Parties. This includes retroactive payment for benefits such as, cost of living allowance, Paramedic pay, Detective clothing allowance, etc.

Section 2. Educational Bonus. All bonuses under this section shall be paid in a lump sum during the December following the date upon which all conditions have been met.

Employees shall receive a lump sum bonus following completion of their probationary period following presentation of satisfactory proof of educational achievement as follows:

- A. A one-time Two Hundred Dollar (\$200.00) bonus for completion of two (2) years of college (90 academic credits) in a law enforcement program;
  
- B. A one-time Five Hundred Dollar (\$500.00) bonus for completion of a college Bachelor's Degree program in law enforcement,



unless a bonus under subsection (A) has been received, in which case, the bonus under this subsection shall be a one-time Three Hundred Dollar (\$300.00) bonus.

Grandfather. An officer who has continuously received a salary supplement for educational achievement each year since and pursuant to the 1976 Collective Bargaining Agreement shall continue to receive such supplement annually.

Section 3. Under-Cover Duty. Officers doing under-cover duty shall receive their out-of-pocket expenses necessarily and actually incurred in the performance of their duty, provided such funds are available within the Department budget and such expenses are approved by the Sheriff.

Section 4. In any case, when an employee is qualified for and is temporarily required to regularly serve in and accept the responsibility for work in a position of a higher class or rank, such employee shall receive the entrance rate of that rank, or Two Hundred Dollars (\$200.00) per annum above his/her present rate of pay, whichever is higher, while so assigned, subject to the approval of the Sheriff and not to exceed ninety (90) days; provided that for an employee to qualify for the higher rate of pay in such temporary assignment to a higher position or rank, said employee shall be assigned on a regular and continuous basis in that higher paid position for at least one full pay period. An employee may be temporarily assigned to the work of any position in the same or lower

rate without change in pay. Such action may not necessarily be considered a demotion.

In the event that a person is assigned to the Detective Bureau for a period of ninety (90) days or less, he/she will not be entitled to any increase in pay or benefits from that which he/she would normally receive in a lower ranking class or rank.

Section 5. Promotions.

- A. Employees will not be paid at rates in excess of the maximum for their classification.
- B. After a promotion, the compensation will become effective the payroll period following the specific date of a promotion.
- C. A Corrections Officer promoted to a Police Officer shall be compensated at a rate at least equal to the compensation he/she received as a Corrections Officer. Upon said employee's anniversary date, he/she shall move to the next appropriate step.
- D. Police Officers promoted to a Detective classification will be compensated at the starting rate for a Detective classification and will be assigned a new anniversary date (date of promotion to Detective) for the purpose of future step increases.



ARTICLE 26.

PROBATIONARY PERIOD

Section 1. When a new employee is hired as either a Detective or Police Officer, he/she shall be considered a probationary employee from the date of hire until six (6) months following his/her successful completion of the Police Academy. In the event that the Detective or Police Officer successfully completed the Police Academy prior to his/her employment with the County, then such individual shall be considered a probationary employee for a period of six (6) months. When a new employee is hired as a Corrections Officer, he/she shall be considered a probationary employee for a period of six (6) months. The Division may represent him/her only for rates of pay, wages, and numbers of hours of employment and not for matters concerning discipline and/or discharge of a probationary employee. Probationary employees may be disciplined or terminated with or without cause within the sole discretion of the Sheriff.

Section 2. An employee is presumed to have terminated his/her probationary period and obtained regular status at the end of the probationary period set forth in Section 1, unless the Sheriff notifies him/her and the Division to the contrary, after which he/she may be placed on an additional six (6) month probationary period.

Section 3. After termination of the initial probationary period, employees who are transferred or promoted are subject to an additional

six (6) month probationary period immediately following promotion or transfer. Should a Corrections Officer be promoted to either Police Officer or Detective, then, in that event, such additional probationary period shall last until six (6) months following his/her successful completion of the Police Academy. All employees subject to an additional probationary period shall have the right to be represented by the Division with regard to all the terms and conditions of this Agreement.

An employee who is promoted to the Detective Bureau or to the Road Patrol is on probation. However, he/she has the right in the event of discharge from employment to contest the same as provided hereunder. Further, the Sheriff has the right while the promoted employee is on probation to demote that person to his/her former position, within the Sheriff's sole discretion and such decision by the Sheriff is not grievable and is final on all the Parties.



ARTICLE 27.

LAYOFF AND RECALL

Section 1. Layoff shall mean the separation of an employee from the active work force.

Section 2. When the number of employees in the work force is reduced, employees shall be laid off in reverse seniority order based on capability of performing available jobs, and they shall be recalled in the same order.

Section 3. An employee subject to layoff, who so requests, shall, in lieu of layoff, be demoted by seniority to a lower position in the Sheriff Department, provided that he/she is qualified for the position to which he/she seeks demotion and has more seniority than the employee holding that position. The compensation shall be at the lower classified position based upon years of service.

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

Section 5. In the event it is necessary to eliminate a position, demotion shall be based on reverse seniority order.

Section 6. The Parties to this Agreement recognize that:

- A. The Sheriff has the exclusive right to assign personnel in the bargaining unit to any position in the bargaining unit and to determine assignments; and
- B. The Sheriff has the legal authority to determine which particular position(s) shall be subject to layoff pursuant to this Article.

Section 7. It is not the intention of the Parties to afford any one group in a classification preferential treatment for layoff and recall purposes.



ARTICLE 28.

LOSS OF SENIORITY

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

- A. He/she resigns or quits;
- B. He/she is discharged and is not reinstated;
- C. He/she retires;
- D. 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;
- E. 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 Sheriff, 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;
- F. If he/she accepts a worker's compensation settlement which waives his/her seniority or employment rights.

ARTICLE 29.

GRIEVANCE PROCEDURE FOR THE  
INTERNAL OPERATIONS OF THE DEPARTMENT

Section 1. Discipline and discharge shall be for just cause, except for probationary employees. Notwithstanding any other provision contained in this Agreement to the contrary, probationary employees may be disciplined or discharged with or without cause. A grievance under the internal operations of the Department is defined as a claim reasonably and sensibly found to be a violation of the Department rules and regulations promulgated and issued by the Sheriff. Any grievance filed shall set forth the matters upon which the grievance is founded, including the name of the officer against whom the grievance is lodged and the date and time and circumstances under which the alleged acts took place.

Section 2. Any employee having a grievance in connection herewith shall present it to the immediate superior officer or the command officer against whom the grievance is lodged, who shall immediately take steps to resolve the grievance in accordance with the rights of the Parties.

If the grievance is not resolved, either the alleged aggrieved Party or the Party against whom the grievance is lodged may present the grievance to the next superior officer in line and the same steps shall be followed until such time as a grievance is resolved or submitted to the Sheriff for his disposition. An appeal of the Sheriff's decision



regarding only discipline of a five (5) day suspension without pay or any lesser discipline may proceed to arbitration in conformity with ARTICLE 8. The only appeal from the Sheriff's decision regarding discipline exceeding a five (5) day suspension without pay shall be to a court of competent jurisdiction or pursuant to a Veteran's Preference hearing or, if an employee alleges he/she was disciplined or discharged due to Association activities, in such event, said employee can appeal to the Michigan Employees' Relations Commission. Said appeal shall be within ninety (90) days of the Sheriff's decision for court action and within statutory limits for Veteran's Preference hearing and for a MERC hearing.

ARTICLE 30.

COST OF LIVING

Section 1. Full-time employees shall be eligible to receive a cost of living supplement of Two Hundred Seventy-Five Dollars (\$275.00), paid on the 15th day of the months of April, July, and October, 1992, 1993, 1994, and 1995, and in January, 1993, 1994, 1995, and 1996. The supplement will be paid to all eligible employees who have been continuously employed and compensated by the Employer for the entire 3-month eligibility period and are employed and compensated on the day the payment is made. These supplemental payments shall be issued in separate checks. No retroactive payment increase will be made unless the eligible employee is employed upon the date of ratification of this Agreement by both Parties.

The above-stated payment shall not be made to employees, and they shall not be eligible for said payment, while on their initial six (6) month probationary period.



ARTICLE 31.

DENTAL INSURANCE

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

<u>Class I Benefits</u>	<u>Insurance Pays</u>	<u>Employee or Patient Pays</u>
Diagnostic	100%	0%
Preventive	100%	0%
Emergency Palliative	100%	0%
Radiographs	50%	50%
Oral Surgery	50%	50%
Restoration	50%	50%
Periodontics	50%	50%
Endodontics	50%	50%
Bridges, Partial and Dentures	50%	50%

Payments under this provision are limited to Eight Hundred Dollars (\$800.00) maximum per person per contract year for Class I and Class II Benefits. The Employer shall pay the premium.

Section 2. Probationary, part-time, special part-time and temporary employees are not eligible for coverage.

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



ARTICLE 32.

WORKER'S COMPENSATION

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

Employees in the bargaining unit are permitted to use accumulated sick leave while on worker's compensation provided as follows:

- A. The maximum time an employee may use accumulated sick leave while on worker's compensation is fourteen (14) weeks.
- B. Employees shall not accumulate sick leave or vacation time while off work on worker's compensation. All other fringe benefits shall terminate after an employee is not at work and on worker's compensation for ninety (90) calendar days.
- C. Employees who have accumulated eighty (80) hours of sick leave and up to four hundred (400) hours are permitted to use their accumulated sick leave as a supplement to worker's compensation so that they will receive approximately eighty percent (80%) of their normal straight-time pay.
- D. Employees who have seventy-nine (79) hours of accumulated sick leave or less shall not be entitled to utilize this section.

- E. Employees who have accumulated sick leave of four hundred one (401) hours or more may use their accumulated sick leave so as to receive one hundred percent (100%) of their actual net pay of their normal straight-time pay.
- F. The eighty percent (80%) and one hundred percent (100%) wages noted above shall be gross wages minus normal tax deductions and other deductions.

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



ARTICLE 33.

UNEMPLOYMENT BENEFITS

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

ARTICLE 34.

JURY DUTY

An officer called to jury duty shall notify the Sheriff or his/her designee within twenty-four (24) hours of being notified of jury duty. That officer shall not suffer a loss of pay for serving on jury duty. When the officer is released from jury duty, he/she shall return to work for the balance of his/her normal shift. If an officer is scheduled to work the day shift, he/she shall return for the balance of his/her shift at the beginning thereof. If an officer is scheduled to work an afternoon shift, he/she shall return for the balance of his/her shift at the beginning thereof. An officer who is scheduled to work the midnight shift shall work the balance of his/her shift at the beginning thereof.

**EXAMPLE:**

- A. An officer works the day shift, is on jury duty between 8:00 a.m. and 12:00 noon. That officer will return to work the balance of his/her shift (4-5 hours).
  
- B. An officer required to work the afternoon shift who is on jury duty between 8:00 a.m. and 12:00 noon shall return for the afternoon shift commencing at 3:00 p.m. and shall work the balance of his/her shift (4-5 hours).
  
- C. An officer working the midnight shift and serving between 8:00 a.m. and 12:00 noon on jury duty shall return to the midnight



shift commencing at the beginning thereof to work the balance of his/her shift (4-5 hours).

Any time not worked due to jury duty service shall be taken at the end of the shift. The amount of money received by an officer for jury duty service shall be returned to the County, excepting mileage to be retained by that officer. The amount of time on jury duty service will include a maximum of one-half (1/2) hour travel time back to the work station.

ARTICLE 35.

LEAVES OF ABSENCE

Section 1. General Provisions.

- A. 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. 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.

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.



- B. Leave of Absence With Pay. The County will continue to pay the monthly premiums for life insurance coverage, dental coverage, and hospitalization coverage as per County guidelines.
- C. 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.
- D. 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.
- E. An employee on an unpaid medical leave of absence will be eligible for a longevity payment on a prorated basis, except for the initial payment.

Section 2. Military Leave.

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

Section 3. Military Reserve Leave of Absence. 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).

Section 4. Special Leave. The Sheriff 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 Sheriff 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 Sheriff 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.

Section 5. Extended Leave. 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 Sheriff an unpaid leave of absence up to one (1) year.

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 Sheriff.

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

ARTICLE 36.

INTERNAL AFFAIRS FILES

An employee shall have the right to review internal affairs files on that employee once the files and investigation have been closed. An employee will be notified of any internal affairs files on said employee once the files and investigation have been closed if such files or investigation are subsequently used for any disciplinary or evaluation purposes of that employee. Any review of internal affairs files shall be during normal business hours of the Internal Affairs Section.

Matters related to other persons are not reviewable by the employee.



ARTICLE 37.

LIABILITY INSURANCE

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

ARTICLE 38.

SHIFT-PREFERENCE

Shifts will be bid on a quarterly basis. Three (3) twenty-eight (28) day schedules will equal one quarter. Shift assignments for the quarter shall be posted twenty-eight (28) days in advance of the start of that quarter and will be determined on the basis of seniority. However, it is expressly understood and agreed to between the Parties that for the first quarter, this posting could be less than the twenty-eight (28) days. The employees shall submit a bid for shifts at least three (3) weeks prior to the twenty-eight (28) day posting of shift assignments for the quarter. Any employee who fails to submit a timely bid, shall forfeit his/her preference for that quarter and may be assigned any shift by the Command Officer. The employee shall also submit at this time for approval any vacation request for the quarter that the employee has not previously submitted under ARTICLE 12, Section 7. In the event two (2) employees have the same seniority, a coin will be flipped by the Command Officer in the presence of both employees to determine who shall have his/her shift preference. Employees will bid for shifts among other employees in the same job assignment. Job assignments include, but are not limited to Paramedics, Road Patrol, Receiving, Corrections Officers, Visitors Control, Detectives, Traffic and Matrons if Matrons are grouped separately by the Sheriff. The Employer determines shift schedules.

Employees may be permitted to trade days off as follows: In order to trade days off, twenty-four (24) hour prior written notice by both employees must be provided to the Captain or his/her designee. The



Captain or his/her designee will then determine whether or not he/she will permit the trading of days off. In addition, employees may, with the approval of their Captain or his/her designee, trade a twenty-eight (28) day or portion of a twenty-eight (28) day shift period provided there is a twenty-eight (28) day written notice signed by both employees which is provided to the Captain or his/her designee and is subject to the Captain or his/her designee's approval. The trading of days off or the trading of twenty-eight (28) day shifts or portions thereof will not be permitted under any circumstances where it results in overtime compensation. A denial of the request of the employees by a Captain or his/her designee, may be appealed to the Sheriff whose decision regarding the matter shall be final and binding on all the Parties and shall not be subject to the grievance procedure and/or arbitration and/or any other appeal.

It is agreed to between the Parties that, in the event of emergencies or manpower shortages, the shift-preference article may be suspended and waived by the Sheriff and he may assign personnel irrespective of the shift-preference schedule for the length of the manpower shortage or emergency. In addition, shift-preference shall be waived and suspended for two (2) slots where two (2) employees may be permitted to attend paramedic school. Further, shift-preference shall be waived and suspended for two (2) other employees who attend school which is directly related to the Departmental operation for the length of the school and not to exceed two (2) employees per shift. The Sheriff shall determine which individuals, if any, will be permitted to go to either paramedic school or other schools as noted above.



New employees will be assigned shifts by the Sheriff or his/her designee for the first three (3) quarters of his/her employment. After the initial three (3) quarters of employment, the employee is eligible to bid for shifts.

All Corrections, Law Enforcement, Detective, Paramedic and Traffic employees will be permitted to select their pass days from the schedule under the following provisions:

- A. The Division Commander will place all approved vacation requests, special assignments, prior approved special pass days and scheduled mandatory training on the schedule for the three (3) twenty-eight (28) day shifts (1 quarter) along with the names of the officers assigned to that shift.
- B. The Division Commander will place on the schedule the minimum number of employees required on any given day of the week within the areas of job assignment. (i.e., paramedic, traffic, jail, receiving, etc.).
- C. The number of employees assigned to specific areas and/or shifts will be divided into thirds by seniority. The first third of these officers will have their first choice of pass days the first shift (twenty-eight (28) days) of the quarter; the second third, first choice the second shift (twenty-eight (28) days) of the quarter; and the third third, first choice the third shift (twenty-eight (28) days) of the quarter.



- D. At no time will any employee be allowed to have more than two (2) weekends, or any portion thereof (Saturday and/or Sunday), (for the night shift weekends shall mean Friday and/or Saturday) as scheduled pass days each shift period (28 days), or a total of six (6) weekends per quarter unless at the completion of this process no other employee has requested a specific weekend.
- E. The Shift Supervisor will contact every employee assigned to his/her shift for their pass days request, bearing in mind Subsections B, C and D above. The statement of "contact" shall not apply to the Law Enforcement Division.
- F. If there is a conflict of pass days that create a violation of Subsection B above, the Shift Supervisor will attempt to resolve this conflict with the employees involved. If it cannot be resolved among the Shift Supervisor and the employees, the Division Commander will make the final decision.
- G. No employee will be able to select their pass days or have the particular day off which they desire if it results in overtime compensation obligations. Further, Command Officers reserve the right to make the final decision on selection of days off if no agreement is reached as provided above or if it results in overtime obligations.

It is agreed to between the Parties that seniority for the purposes of shift selection shall be pursuant to ARTICLE 9, including Section 4, except as otherwise provided herein.

The Parties will attempt to avoid having employees work back to back shifts as long as it does not result in overtime or operational problems.

It is expressly understood and agreed to between the Parties that the Sheriff and/or his designee shall have the authority to determine how many employees shall be working at any particular time, notwithstanding any contrary provisions contained herein.

It is expressly understood and agreed to between the Parties that employees cannot refuse overtime.



ARTICLE 39.

SALARY SCHEDULES

Section 1. Salary Schedule.

A. Detectives. The salaries paid to Detectives shall be based on their continuous service in that classification and shall be as follows:

DETECTIVES

	<u>Effective</u> <u>12-28-91</u> <u>1992 Rates</u>	<u>Effective</u> <u>12-26-92</u> <u>1993 Rates</u>	<u>Effective</u> <u>12-25-93</u> <u>1994 Rates</u>	<u>Effective</u> <u>12-24-94</u> <u>1995 Rates</u>
Start	33,023	34,014	35,034	36,085
1 Year	33,765	34,778	35,821	36,896
2 Years	35,318	36,378	37,469	38,593

B. Police Officers and Corrections Officers. Effective as indicated below, employees shall be compensated in accordance with the Salary Schedule, based on their date of continuous service in the bargaining unit. Upon achieving sufficient service to be eligible for compensation at a higher specified rate, an employee shall be compensated at such rate commencing with the next payroll period.

POLICE OFFICERS

	<u>Effective</u> <u>12-28-91</u> <u>1992 Rates</u>	<u>Effective</u> <u>12-26-92</u> <u>1993 Rates</u>	<u>Effective</u> <u>12-25-93</u> <u>1994 Rates</u>	<u>Effective</u> <u>12-24-94</u> <u>1995 Rates</u>
Start	20,510	21,125	21,759	22,412
1 Year	26,376	27,167	27,982	28,821
2 Years	28,091	28,934	29,802	30,696
3 Years	30,058	30,960	31,889	32,846
4 Years	32,849	33,834	34,849	35,894

CORRECTIONS OFFICERS

	<u>Effective</u> <u>12-28-91</u> <u>1992 Rates</u>	<u>Effective</u> <u>12-26-92</u> <u>1993 Rates</u>	<u>Effective</u> <u>12-25-93</u> <u>1994 Rates</u>	<u>Effective</u> <u>12-24-94</u> <u>1995 Rates</u>
Start	18,441	18,994	19,564	20,151
1 Year	18,913	19,480	20,064	20,666
2 Years	21,533	22,179	22,844	23,529
3 Years	26,376	27,167	27,982	28,821
4 Years	28,091	28,934	29,802	30,696
5 Years	30,058	30,960	31,889	32,846
6 Years	32,849	33,834	34,849	35,894

Section 2. Implementation.

A. The above salary schedule shall be effective December 28, 1991.

No retroactive payment and benefits, including cost of living allowance, Paramedic pay, Detective clothing allowance, etc., will be made unless the employee is employed upon the date of ratification of this Agreement by both Parties.

B. Special Compensation for Paramedics. Assigned paramedics will receive a Three Hundred Dollars (\$300.00) payment, provided that they function as paramedics for twelve (12) consecutive months prior to their anniversary date each year of this contract. The above amount shall be increased to Four Hundred Dollars (\$400.00) effective January 1, 1995. Non-assigned paramedics shall receive a One Hundred Dollar (\$100.00) payment for each year of the contract. The above amount shall be increased to One Hundred Fifty Dollars (\$150.00) effective January 1, 1995.



ARTICLE 40.

AUTOMOBILES

If a bargaining unit employee feels any vehicle is unsafe, he/she should immediately inform his/her supervisor. If the supervisor feels the concern is justified and the vehicle to be unsafe, the supervisor shall cause the same to be removed from service. Said vehicle shall remain out of service until cleared as safe by the Department's mechanic. The Employer shall not require employees to use any vehicle that is not in safe operating condition. No employee will refuse to use any vehicle that is in safe operating condition. In the Departmental mechanic's absence, decisions concerning the vehicles' serviceability shall be made by the Sheriff, Undersheriff or the Chief Deputy.

ARTICLE 41.

PROMOTIONAL PROCEDURES

Section 1. - Requirements for All Applicants and Positions.

- A. Minimum requirements for positions shall be posted by the Ingham County Personnel Office with the vacancy announcement. The Employer reserves the right to determine qualifications for any specific position(s) and may change the qualifications from time to time. The Employer reserves the right to hire employees from within or outside of the bargaining unit.
  
- B. All interested persons must apply for the position at the Ingham County Personnel Office and complete all required application forms and submit required information. Failure to do so shall automatically disqualify the person from consideration.
  
- C. All applications will be screened by the Ingham County Personnel Office, and applicants meeting minimum requirements shall be referred to the Ingham County Sheriff Department for further consideration.
  
- D. Applicants may be required to complete a written exam prior to referral for additional consideration.



Section 2. Detective and Sergeant.

- A. Applicants shall be required to participate in an "Oral Board" to consist of members of other local police agencies and members of the Ingham County Sheriff Department. In the event that a written exam is given as determined by the Sheriff, the number of applicants invited to the Oral Board shall be determined by the number of applicants passing the exam.
- B. The Staff Services Division Commander will rank all of the applicants at the conclusion of the Oral Board and forward the applicant list to the Sheriff. The Sheriff will then select from the top sixty percent (60%) of the qualified applicants. Notwithstanding the above, in cases where there are 10 or less qualified applicants, the Sheriff may select from the entire list.

Section 3. Lieutenant and Captain.

- A. All referred applicants shall be subject to an Oral Board interview by certain members of the Administrative Staff determined by the Sheriff. Other members of this Board may be designated by the Sheriff.
- B. The Staff Services Division Commander will rank all of the applicants at the conclusion of the Oral Board and forward the applicant list to the Sheriff. The Sheriff will then select from the top sixty percent (60%) of the qualified applicants. Notwithstanding the above, in cases where there are ten (10) or

less qualified applicants, the Sheriff may select from the entire list.

- C. Should the referrals of the Board be found unacceptable, the Sheriff may review the other applicants and/or may request that the position be posted again by the Personnel Office.

Section 4. Undersheriff, Chief Deputy, Staff Services Administrator and Jail Administrator. These positions in the Department shall be filled by an evaluation method to be determined solely by the Sheriff and are not subject to any of the procedures noted herein. These positions will be filled by the Sheriff within his sole discretion. These positions are covered under the Managerial Compensation Plan.

Section 5. Probation.

- A. The probationary period for all promoted persons or new hires except Undersheriff, Chief Deputy, Staff Services Administrator and Jail Administrator shall be as described in the appropriate Collective Bargaining Contract.
- B. Any Department employee except Undersheriff, Chief Deputy, Staff Services Administrator and Jail Administrator who has been promoted, but does not complete the probationary period, shall have the right to return to his/her previous position, unless said employee has been dismissed from the Department (either for just cause or due to incompletiön of the six month "new employee" probation).



ARTICLE 42.

PERSONAL LEAVE

THE FOLLOWING PERSONAL LEAVE PROVISIONS SHALL BE EFFECTIVE DECEMBER 25, 1993, AND ENTIRELY SUPERSEDE AND REPLACE THE PROVISIONS OF ARTICLE 10, SECTION 3 (EXTRA PASS).

Section 1. On an annual basis, each eligible employee shall receive forty-eight (48) hours of personal leave time to be taken in minimum increments of four (4) hours. Employees shall be credited with personal leave during the first pay period ending date of each calendar year. New employees shall receive personal leave time on a pro-rated basis.

Section 2. A request for use of personal time will be granted or denied within five (5) working days. The request must be made at least twenty-eight (28) 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 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.

Section 3. Purpose. 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.

Section 4. Proof of Family Member Illness. 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 43.

I.R.S. SECTION 125

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

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

ARTICLE 44.

CONTRACT COPIES

The Employer and the Union shall equally share (50/50) the expense for printing copies of the Collective Bargaining Agreement for distribution to non-probationary employees.



ARTICLE 45.

EFFECTIVE DATE

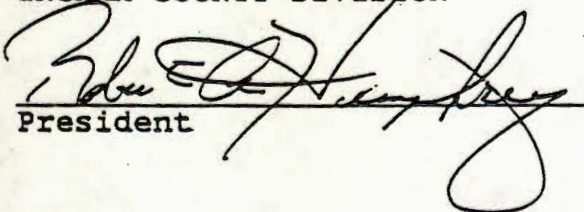
This Agreement shall become effective on the 1st day of January, 1992, and shall continue in full force and effect until December 31, 1995, inclusive.

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 August 15, 1995.

IN WITNESS WHEREOF, the Parties have executed this Agreement by their authorized representative this \_\_\_\_\_ day of \_\_\_\_\_, 1993.

FRATERNAL ORDER OF POLICE,  
CAPITOL CITY LODGE NO. 141,  
INGHAM COUNTY DIVISION

COUNTY OF INGHAM

  
\_\_\_\_\_  
President

\_\_\_\_\_  
Jean M. McDonald, Chairperson  
Board of Commissioners

\_\_\_\_\_  
Negotiating Representative

\_\_\_\_\_  
Gene Wriggelsworth, Sheriff

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member



## LETTER OF UNDERSTANDING

THIS LETTER OF UNDERSTANDING is entered into this 27th day of August 1991, by and between GENE WRIGGELSWORTH, Sheriff of Ingham County, and the FRATERNAL ORDER OF POLICE, Lodge 141, and shall take effect on the 27th day of August 1991.

For and in consideration of the mutual covenants hereinafter contained, the parties hereto agree as follows:

1) Only certified deputy sheriffs shall be allowed to work "outside events." No deputized personnel, of the Ingham County Sheriff Department shall work an "outside event" for a public or private entity while in the uniform of the Ingham County Sheriff's Department and/or while representing that he/she is acting as a deputy sheriff unless previously approved by the sheriff or his representative.

2) Any public or private entity desiring services of deputized personnel of the Ingham County Sheriff's Department must request those services by contacting the Sheriff. The Sheriff or his representative shall assign certified deputies herein. If permitted to work outside events, the certified officers will be paid by the County only.

3) The public or private entities shall pay the County for the services of the officers at the rate of Thirty and No/100 (\$30.00) Dollars per hour, until such time that a new rate is established by the County Controller, which rate shall then control.

4) Officers working outside events shall be paid at the regular overtime rate for his/her position as required under the Fair Labor Standards Act.

5) All certified officers shall be allowed to sign up on a master roster to work outside events. This master roster shall be utilized only in the event that an insufficient number of officers sign up for a particular event on a posting of a special event in the squad room. Names can be added or deleted upon written request to the master roster and the Chief Deputy shall be responsible for the maintenance of the same. The use of the master roster shall be by alphabetical rotation. A notice of all scheduled outside events will be posted in the squad room for those who are interested in working the activity to sign up for.

6) When officers volunteer to work outside events, they are required to show up to such events. Officers who do not show up shall be subject to discipline (unless the employee is ill and has a doctor's excuse). Further, nothing shall preclude the right of the SHERIFF to order an officer to work an outside event.



7) No officer shall be eligible to return to work for an entity if that entity does not want that officer. Any complaints made against deputies will be reviewed by Command Officers and shall be subject to normal disciplinary procedures.

8) This Letter of Understanding shall be in force and effect for six (6) months from the effective date hereof. At the end of said six (6) months, this policy shall continue on a week to week basis, thereafter, provided that either party may then terminate the same by providing seven (7) calendar days prior written notice to the other party.

9) Any inconsistencies between this Letter of Understanding and the Labor Agreement entered into by and between the above parties, shall be construed in favor of this Letter of Understanding.

10) Any officer who works an outside assignment will document the same on a prescribed form.

11) This Letter of Understanding supersedes the prior Letter of Understanding executed between the parties.

IN THE PRESENCE OF:

Karen Graham

INGHAM COUNTY SHERIFF'S DEPARTMENT

BY Gene Wriggelworth  
Gene Wriggelworth, Sheriff

FRATERNAL ORDER OF POLICE  
LODGE NO. 141

BY [Signature]



LETTER OF UNDERSTANDING

Between

THE COUNTY OF INGHAM  
THE INGHAM COUNTY SHERIFF, GENE WRIGGELSWORTH

and

THE FRATERNAL ORDER OF POLICE,  
INGHAM COUNTY DIVISION, LAW ENFORCEMENT  
OFFICERS UNIT, CAPITOL CITY LODGE NO. 141

THIS LETTER OF UNDERSTANDING, executed this 27th day of August, 1991, by and between the COUNTY OF INGHAM and the INGHAM COUNTY SHERIFF and LODGE NO. 141 of the FRATERNAL ORDER OF POLICE, INGHAM COUNTY DIVISION, LAW ENFORCEMENT OFFICERS UNIT, is hereby agreed to and by and between the parties as follows:

It is hereby agreed between the parties that detectives assigned to the Ingham County Sheriff's Detective Bureau may be assigned to perform duties pursuant to said Bureau's "weekend on-call system." The Detective Bureau's "weekend on-call system" shall be as follows:

1. An employee assigned to the Detective Bureau may be scheduled for up to 48 hours of on-call duty to be served over a weekend period, provided that no Detective Bureau employee shall be required to serve such weekend on-call duty more than once in each 28-day shift rotation.

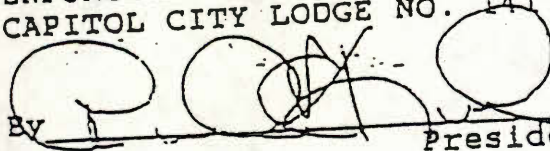
2. Notwithstanding any provision of the collective bargaining agreement entered into between the parties, and dated August 27 19 91, including Article 11 thereof and all provisions in Article 11 relating to hours of work, wages, rates of pay, overtime, and call back, employees assigned to serve "weekend on-call" pursuant to the Detective Bureau's "weekend on-call system" shall be compensated for such on-call duties only by receiving the next succeeding Thursday and Friday within the same pay period off duty with straight time pay of eight (8) hours for said Thursday and Friday off.

3. In executing this Letter of Understanding adopting the Detective Bureau's "weekend on-call system" for Detective Bureau employees, the Fraternal Order of Police hereby releases the County of Ingham and the Ingham County Sheriff from any and all present or future claims or demands for compensation arising out of the Detective Bureau's "weekend on-call" duty, as calculated by any other provision in the collective bargaining agreement or as otherwise may be required.

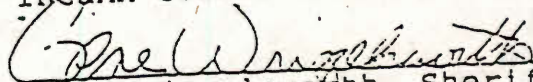


IN WITNESS WHEREOF, the parties have set their hands to this agreement this 27th day of August, 19 91.

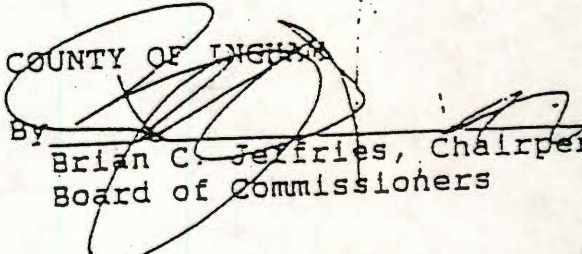
FRATERNAL ORDER OF POLICE,  
INGHAM COUNTY DIVISION, LAW  
ENFORCEMENT OFFICERS UNIT,  
CAPITOL CITY LODGE NO. 141

By  President

INGHAM COUNTY SHERIFF

  
Gene Wriggelsworth, Sheriff

COUNTY OF INGHAM

By   
Brian C. Jeffries, Chairperson  
Board of Commissioners

LETTER OF UNDERSTANDING

Between

THE COUNTY OF INGHAM  
THE INGHAM COUNTY SHERIFF, GENE WRIGGELSWORTH

and

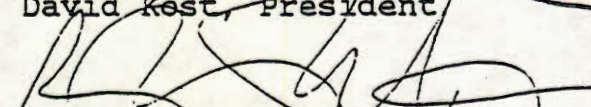
THE FRATERNAL ORDER OF POLICE,  
INGHAM COUNTY DIVISION, LAW ENFORCEMENT  
OFFICERS UNIT, CAPITOL CITY LODGE NO. 141

IT IS AGREED between the parties that no new employee will be hired into the bargaining unit at a wage increment level higher than provided for under the terms of the collective bargaining agreement, unless the Employer first secures the agreement of the Lodge as to a different rate.

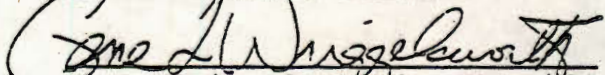
Date: 1-24-92

FRATERNAL ORDER OF POLICE,  
INGHAM COUNTY DIVISION, LAW  
ENFORCEMENT OFFICERS UNIT,  
CAPITOL CITY LODGE NO. 141

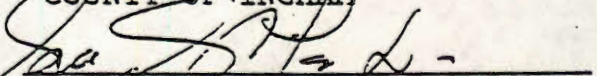
By   
David Kest, President

  
R. David Wilson, FOP Attorney

INGHAM COUNTY SHERIFF

  
Gene Wriggelsworth, Sheriff

COUNTY OF INGHAM

  
Brian C. Jeffries, Chairperson  
Board of Commissioners



September 20, 1991

SHERIFF OF INGHAM COUNTY

INGHAM COUNTY AND INGHAM COUNTY F.O.P.

LETTER OF UNDERSTANDING

WHEREAS, all parties recognize the need to eliminate all practices which result in a discriminatory effect and treat similarly situated employees differently, and

WHEREAS, all parties recognize the absolutely essential business/operational necessity of employing female corrections officers for certain duties, including strip searches of female inmates and supervision of female inmates, and

WHEREAS, all parties desire to eliminate the use of the term "matron" from the collective bargaining agreement but not the job assignment to which the term referred.

THEREFORE, the parties agree as follows:

1. The Employer will, effective the November schedule period beginning November 23, 1991, post assignments for each shift for Post #4 Corrections Officers which assignment shall require as a job qualification, female gender, which qualification shall be considered "absolutely essential" for operation purposes.

2. The above assignment shall be an assignment open to seniority bidding among qualified employees (female gender necessary for eligibility).

3. To the extent the voluntary bidding procedure for the above Post 4 assignment does not result in the filling of all required positions (two (2) per shift), the Employer will exercise its right of assignment by ordering the least senior otherwise eligible Corrections' employee(s) to report to the assignment in order to fill the vacancy(s).

4. In the event the above assignments result in two (2) females working on duty on Post 4 at any given time, the Employer reserves the right to assign either employee to any other assignment during that shift in order to avoid unnecessary manpower working one post.

5. The Employer reserves the right to assign any employees on any given day or shift to job assignments the Employer determines are absolutely essential to be performed and for whatever reason are temporarily vacant, (i.e. as a result of sick time, disability, vacation time, pass days, funeral leave, jury duty, leaves of absence, etc.).

6. The above is intended by the parties to be a clarification of Article 38, Shift Preference; Article 12 §7



Vacation Requests; and Article 27, Lay-offs, of the collective bargaining agreement insofar as each may refer to "matron" as a job "assignment" or to job assignments and competing rights and interests therein.

7. The above shall be considered a temporary, trial arrangement and procedure to be reviewed by the Employer no later than six (6) months following its effective date. Additionally, the Employer reserves the right to terminate the above arrangement earlier than six (6) months in the event it is determined that the above minimum required assignments do not meet the operational and legal requirements of the Employer.

8. During the period of time the above Agreement may be in effect, the Union agrees there shall be no grievances filed which claim violations of Article 38, Article 12 §7, or Article 27, as a result of the operation and affect of the above Agreement.