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STATE OF MICHIGAN
COMPULSORY ARBITRATION

In the Matter of:

INGHAM COUNTY and INGHAM COUNTY SHERIFF

Employer,

Case No. L91- H-0793

-and-

CAPITOL CITY LODGE #141,
FRATERNAL ORDER OF POLICE,

Labor Organization.

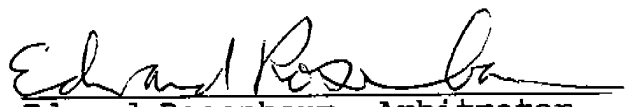
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STIPULATED DECISION AND AWARD

The above Parties, having stipulated and agreed that the signed contract embodies the complete positions of the Panel Members,

IT IS HEREBY ORDERED that said contract shall be the Arbitrator's binding Decision and Award in this matter under Public Act 312 (1969).


Edward Rosenbaum, Arbitrator

EDWARD ROSENBAUM
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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

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 affect 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 device 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.

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 incompleteness 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

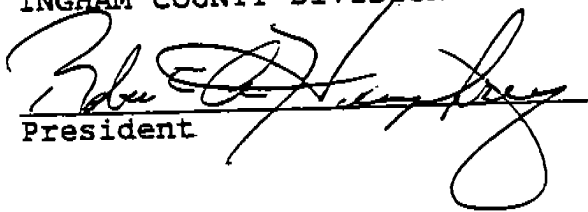
This Agreement shall become effective on the 1st day of January, 1992, and shall continue in full force and effect until December 31, 1995, inclusive.

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 [Signature]
President

INGHAM COUNTY SHERIFF

[Signature]
Gene Wriggelsworth, Sheriff

COUNTY OF INGHAM

By [Signature]
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
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.

WHEREFORE, 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 18, 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.