

ORIGINAL FOR EXECUTION
5-21-2009

**LAW ENFORCEMENT UNIT
COLLECTIVE BARGAINING AGREEMENT
BETWEEN
COUNTY OF INGHAM
SHERIFF OF INGHAM COUNTY
AND
MICHIGAN ASSOCIATION OF POLICE**

JANUARY 1, 2008 THROUGH DECEMBER 31, 2010

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PREFACE

The **COUNTY OF INGHAM** and the **SHERIFF OF INGHAM COUNTY** and the **MICHIGAN ASSOCIATION OF POLICE (MAP) AND INGHAM COUNTY SHERIFF LAW ENFORCEMENT ASSOCIATION (ICSLEA)**, 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 ____ day of _____, 2009, 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 **MICHIGAN ASSOCIATION OF POLICE (MAP) AND INGHAM COUNTY SHERIFF LAW ENFORCEMENT ASSOCIATION (ICSLEA)**, (hereinafter referred to as the "UNION").

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 UNION

Section 1. Definition of the Bargaining Unit. The bargaining unit shall consist of all positions of employment with the Ingham County Sheriff's Office 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's Office. 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. Detective

ARTICLE 2 **MANAGEMENT RIGHTS**

Section 1. The Union 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 Union 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 Union 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.

Section 6. Nothing in this Agreement shall be construed to limit the Employer's ability to comply with state or federal civil rights requirements, including compliance with any accommodations requirements under the Michigan Handicapper's Act or the American with Disabilities Act; and/or any state or federal judicial or administrative order directing compliance with an applicable state or federal civil rights law or regulation.

ARTICLE 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 Union, therefore, agrees that there shall be no interruption of these services for any cause whatsoever by the employees it represents, nor shall there be any concerted failure by them to report for duty, nor shall they absent themselves from their work, stop work, or abstain in whole or in part from the full, faithful, and proper performance of the duties of their employment, or picket the County's and/or Sheriff's premises. The Union further agrees there shall be no strikes, sit-downs, slow-downs, stay-ins, stoppages of work, or any acts that interfere in any manner or to any degree with the services of or to the County 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
UNION SECURITY AND CHECK-OFF

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

Section 2. Union Security. As a condition of continued employment, all employees in the bargaining unit shall either become and remain members in good standing of the Union or pay a representation fee to the Union which shall not be less than one hundred percent (100%) of the regular monthly dues paid by Union members and which sum shall accurately represent the amount for said employees due the Union 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 Union activities.

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 Union dues or the representation fee from the pay of employees subject to and contingent upon the following:

- A. The Union shall obtain from the employee a completed check-off authorization form which shall conform to the respective state and federal laws concerning that subject or any interpretations made thereof. The check-off authorization form shall be filed with the County Human Resources Director, who may return an incomplete or incorrectly completed form to the Union 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 Union.
- C. The County's remittance will be deemed correct if the Union 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 Union shall provide at least thirty (30) days' prior written notice to the County Human Resources Director of the amount of Union 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 Union 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 Union dues or representation fees, or reliance on any list, notice, certification or authorization furnished under this Article. The Union assumes full responsibility for the disposition of the deductions so made once they have been sent to the Union.

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 **UNION BARGAINING COMMITTEE**

Section 1. The bargaining committee of the Union will not include more than two (2) employees of the Ingham County Sheriff's Office and may include not more than two (2) representatives from MAP. The Union will furnish the County Human Resources Director with a written list of the Union's bargaining committee prior to the first bargaining meeting and substitution changes thereto, if necessary.

Section 2. Employee members of the Union 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.

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

ARTICLE 8 **GRIEVANCE PROCEDURE**

Section 1. A grievance is defined as a reasonably and sensibly founded claim of a violation of any of the terms of this Agreement. Any grievance filed shall refer to the specific provision alleged to have been violated and it shall adequately set forth the facts pertaining to the alleged violation.

Section 2. An employee having a grievance in connection with the terms of this Agreement shall present it as follows:

STEP 1: The Grievance shall be reduced to writing by the employee and/or Union and presented to the Sheriff, or the person acting in said capacity, within ten (10) days after the grievant knew, or should have known, of the occurrence of the

matter aggrieved in order to be a proper matter for the grievance procedure. The grievance shall be dated and signed by the aggrieved employee and/or Union and shall set forth the facts, including dates and provisions of the Agreement that are alleged to have been violated, and the remedy desired. The grievance shall not be considered submitted until the Sheriff, or the person acting in his capacity, receives the written grievance. At the time it is received, it shall be dated and a copy returned to the aggrieved employee and the Union. A meeting will be arranged by the employee or his representative and the Sheriff, or his designee, 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 Union 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 Union 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 Union 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:**
- If the answer of the Human Resources Director is not satisfactory, the Union may submit for an arbitration panel to the American Arbitration Association or the Michigan Employment Relations Commission within fifteen (15) days

after the Human Resources Director has answered said grievance. The arbitration shall be held in accordance with the procedures and rules of the American Arbitration Association. The decision of the arbitrator shall be final and binding upon all parties. The fees and approved expenses of Step 3 shall be paid equally by the County and the Union.

Section 3. The employee and/or his/her representative may be present at all steps outlined above, and the arbitration proceeding, without loss of pay or benefits.

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 Union where such discretion has been retained by the County, the Sheriff, or the Union, nor shall he/she exercise any responsibility or function of the County, the Sheriff, or the Union. This limitation shall include the arbitrator as stated in Step .

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.

Section 8. Nothing in this procedure shall prohibit any individual employee at any time from presenting grievances to the Employer and have the grievances adjusted, without intervention of the bargaining representative, if the adjustment is not inconsistent with the terms of this Agreement, provided that the Union has been given the opportunity to be present at such adjustment and has been given a copy of the settlement.

Section 9. New-hire probationary employees may be disciplined or terminated with or without cause and shall not have the right to file a grievance under this procedure with regard to those matters.

Section 10. Discipline.

- A. Discipline shall take into account the circumstances surrounding the incident, the nature of the violations, the employee's record of discipline, and the employee's record of performance and conduct.
- B. Discipline includes verbal warnings and/or reprimands, written warnings, suspensions, demotions, and discharges. Counseling sessions shall not be considered as discipline.
- C. An employee under investigation for an offense that may result in disciplinary action shall not be interviewed without a local union representative upon the employee's request.
- D. An employee shall be given advance notice that the Employer wants to interview, question, or hold a meeting pertaining to an investigation or discipline. Unless there are exigent circumstances, the employee shall also be given written notice of the subject of the meeting and the charges, if any, against the employee.
- E. No employee shall be compelled to waive his Fifth Amendment rights under threat of discipline in an interview conducted by the Employer. If the Employer advises the employee that his answers/statements will not be used in a criminal proceeding, the employee shall be subject to discharge for any refusal to answer the Employer's questions.
- F. Employees shall be advised of the final disposition of any complaints filed against them. Employees shall also be given a copy of the final disposition of any disciplinary action.
- G. No occurrence for which an employee has not previously been formally disciplined may be used in a discipline or discharge action after three (3) years from the date of such occurrence, except for determination as to the type and extent of discipline to be enforced

upon a finding of wrongdoing. Notices of discipline shall be removed from the employee's personnel file after three (3) years.

Section 11. Election of Remedies.

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

ARTICLE 9
SENIORITY

Section 1. Seniority shall mean the status attained by continuous length of service in positions identified in the bargaining unit. For purposes of determining economic and fringe benefits only, such as vacation time accrual and longevity pay, "service with the County" shall mean continuous length of service as an employee in any classification or Department with Ingham County or any Ingham County Courts and within any represented or non-represented 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 Union 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.

Section 5. Transfers into the Bargaining Unit. Employees transferred from a Corrections position to a Field Services or Staff Services position shall have new hire seniority for purposes of shift, pass day and vacation day selection, and layoff and recall only. For purposes of pay, benefits, and probationary status, said employees shall maintain the status they held before the transfer. No employee will be transferred into Field Services or Staff Services receiving a higher rate of pay or any benefits higher than specified in the MAP Collective Bargaining Agreement.

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

Section 4. 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 5. 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 6. Pass days may, if the schedule permits, be coupled with vacation leave.

Section 7. 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 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. Other employees covered hereunder who receive a period for lunch shall not be compensated for said period.

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. All officers called back to work for an immediate response will receive an additional one-half hour of compensation at the rate of time and one-half, in addition to the minimum one and one-half hours of overtime compensation. The additional one-half hour is recognized as the driving time. The compensation for work performed will begin at the time the officer actually reports to the designated scene or to the office as directed. The half-hour driving time will apply to all personnel regardless of their residence. If personnel are called back in to work for an immediate response when they are not at their primary residence, and are located outside an adjacent county, they will be compensated at time and one-half for the actual driving time from that location to the designated reporting location.

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.

Section 10. Field Training Officer Pay. Effective upon ratification, officers who are assigned to work as field training officers shall receive an additional thirty (30) minutes of compensation at the rate of time and one-half (1 1/2) their regular straight time rate for each day they are assigned to work with a trainee.

Section 11. Pagers. Pagers provided by the Employer will be carried by the Detectives both on and off duty. The purpose for carrying the pagers is to ensure that when necessary, Detectives can be contacted to investigate incidents as determined by a command officer.

It is further agreed that the order to carry pagers is not intended to:

- a. Restrict Detectives to a particular geographical area when off duty.
- b. Prohibit Detectives from participating in lawful activities that could result in the inability to report for duty if contacted.

The Sheriff's Office also recognizes the limits of the paging system, and acknowledges there will be times when the Detectives may not receive a particular page.

The Union and the Detectives recognize and agree that when a page is received, regardless of the location and circumstances, the Detective will respond by telephone. A determination will then be made if the Detective is needed to report. A refusal to respond to a received page will be grounds for discipline.

Detectives shall be paid only if a Detective is required to report for work. Such compensation shall be consistent with the current Agreement's Call Back provision.

Section 12. Equalization of Scheduled Overtime. In the event the Employer becomes aware seven (7) days in advance of the need for an overtime assignment involving members of this collective bargaining unit, the Employer shall post the overtime with a sign up sheet in the roll call/briefing area. Bargaining unit members available and requesting to work the overtime, shall print their name on the sign up sheet no later than seventy-two (72) hours prior to the event to be worked. The Employer shall attempt to equalize the overtime hours worked based on the voluntary sign up, the number of overtime hours previously worked, and then post the assignments identifying those employees so assigned. In the event the Employer is unable to fill the scheduled overtime through volunteers, the Employer shall have the right to fill the remaining positions by ordering the lowest seniority bargaining unit member first and continue upward until all positions are filled. If ordered in, the time will not be charged against the member for purposes of equalization. In the event a bargaining unit member is inadvertently by-passed for overtime equalization, the member will be afforded the first opportunity to work the next overtime detail of equal or greater hours that he/she is available to work, as the exclusive and sole remedy to resolve the conflict. The Employer shall make available the overtime hours list to the Union representative upon request.

ARTICLE 12
VACATIONS

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

<u>Consecutive Years of Service</u> <u>With the County</u>	<u>Hours Earned Each Payroll</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 eighty (280) 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 eighty (280) hours of vacation up to a maximum of three hundred (300) 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 for the summer period and August 15th for the winter period. Summer

period will run from the first pay period in April to the first pay period in October and the winter period will run from the first pay period in October to the first pay period in April. Vacation schedules will be determined whenever possible based on the 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 and September 15th of any year. Those employees failing to make a written request for vacation by February 15th and August 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 (on the day designated by the federal and state government), 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 who do not work a rotating schedule (i.e. 24/7) 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 in the paycheck covering the payroll period in which the designated holiday pay is earned. In addition to the eight (8) hours holiday pay, employees who work a rotating schedule and start their shift on the actual holiday (as opposed to the day the holiday is celebrated by the County) shall be paid or may accumulate compensatory time at the rate of time and one-

half (1 1/2) their regular straight time rate for all hours worked on their shift. For purposes of this section, the holiday shall commence at 12:00 a.m. on the designated day.

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 approved unpaid leave of absence, during the twelve (12) month eligibility period for a longevity payment, other than the initial payment, shall receive a prorated payment based on the number of completed months he/she received full compensation.

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

<u>Continuous Service</u>
4 or more, but less than 8 years
8 or more, but less than 12 years
12 or more, but less than 16 years
16 or more years

<u>Annual Bonus</u>
3% of annual wage
5% of annual wage
7% of annual wage
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 Twenty Thousand Dollars (\$20,000.00).

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. 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. A cumulative maximum of forty (40) hours of sick leave credit per contract year may be

used for the illness of a spouse, minor dependent child or step-child, or parent of the employee. Medical verification may be required by the Employer.

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 borne 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. Health Insurance Program.

A. Effective January 1, 2008, the Employer will offer the following health insurance programs for eligible full-time employees and legal dependents.

Option 1:

BCBSM-POS: 64786-000

Prescription drug coverage will be provided by the EMPLOYER through 4D Pharmacy Benefits Manager. Employees may choose

between either the High Option Drug Plan or the Low Option Drug Plan.

High Option Drug Plan: Prescription drug copays for Retail Generic drugs are \$0.00. The copays for Retail Brand drugs will be based on a Formulary. Retail Brand copays will be 20%, but not more than \$40.00. Retail Non-Formulary copays will be 25%, minimum \$25.00 but not more than \$50.00. Maximum out-of-pocket expenses for drugs for each health care plan participant contract will be \$1,200.00 per year. Coverage for mail order will also be provided, and a 90-day supply of any properly prescribed drug will be available through mail order. Mail order Generic copays will be \$0.00. Mail order Brand copays will be based on a Formulary and the copays will be 7%, but not more than \$40.00. Mail order Non-Formulary copays will be 8%, minimum \$25.00 but no more than \$50.00. A 90-day supply of designated maintenance drugs shall also be available at retail pharmacies. The formulary and list of medications available in 90-day quantities at retail pharmacies shall be subject to periodic review and revision. There will be step therapy provisions for stated classes of medications beginning with stomach acid reducers and allergy medications.

New Prescription Limit. The first time a medication is prescribed for a member, the maximum supply available under the plan will be 30 days. Subsequent refills may be filled at the 90-day quantity either through mail order or retail pharmacy (if medication is listed on the maintenance list). Changes in dosage of the same medication are not considered new prescriptions under this requirement, only initial dispensing of a medication which the member has not had a filled prescription in the previous 12 months.

Smoking cessation regimens. A properly prescribed smoking regimen will be paid at the appropriate level (generic, in- or out-of-formulary) for up to 90 consecutive days. A new regimen may not be started less than 6 months from the day the first prescription is filled. There is a lifetime maximum of 4 regimens per member. Regimens can include oral medications, transdermal patches, nicotine replacement agents or a combination of these treatments if properly prescribed.

Low Option Drug Plan: Prescription drug copays for Retail Generic drugs are \$2.00. The copays for Retail Brand drugs will be based on a Formulary. Retail Brand copays will be 25%, minimum \$15.00 but no more than \$40.00. Retail Non-Formulary copays will be 25%, minimum \$25.00 but not more than \$50.00. Maximum out-of-pocket expenses for drugs for each health care plan participant contract will

be \$1,200.00 per year. Coverage for mail order will also be provided, and a 90-day supply of any properly prescribed drug will be available through mail order. Mail order Generic copays will be \$2.00. Mail order Brand copays will be based on a Formulary and the copays will be 8%, minimum \$15.00 but no more than \$40.00. Mail order Non-Formulary copays will be 8%, minimum \$25.00 but no more than \$50.00. A 90-day supply of designated maintenance drugs shall also be available at retail pharmacies. The formulary and list of medications available in 90-day quantities at retail pharmacies shall be subject to periodic review and revision. There will be step therapy provisions for stated classes of medications beginning with stomach acid reducers and allergy medications.

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Smoking cessation regimens. A properly prescribed smoking regimen will be paid at the appropriate level (generic, in- or out-of-formulary) for up to 90 consecutive days. A new regimen may not be started less than 6 months from the day the first prescription is filled. There is a lifetime maximum of 4 regimens per member. Regimens can include oral medications, transdermal patches, nicotine replacement agents or a combination of these treatments if properly prescribed.

Option 2:

PHP Plus High Option Plan: L0000280 – Class 1030

Prescription drug coverage will be provided by the EMPLOYER through 4D Pharmacy Benefits Manager. Employees may choose between either the High Option Drug Plan or the Low Option Drug Plan.

High Option Drug Plan: Prescription drug copays for Retail Generic drugs are \$0.00. The copays for Retail Brand drugs will be based on a Formulary. Retail Brand copays will be 20%, but not more than \$40.00. Retail Non-Formulary copays will be 25%, minimum \$25.00 but not more than \$50.00. Maximum out-of-pocket expenses for drugs for each health care plan participant contract will be \$1,200.00 per year. Coverage for mail order will also be provided, and a 90-day supply of any properly prescribed drug will be available through mail

order. Mail order Generic copays will be \$0.00. Mail order Brand copays will be based on a Formulary and the copays will be 7%, but not more than \$40.00. Mail order Non-Formulary copays will be 8%, minimum \$25.00 but no more than \$50.00. A 90-day supply of designated maintenance drugs shall also be available at retail pharmacies. The formulary and list of medications available in 90-day quantities at retail pharmacies shall be subject to periodic review and revision. There will be step therapy provisions for stated classes of medications beginning with stomach acid reducers and allergy medications.

New Prescription Limit. The first time a medication is prescribed for a member, the maximum supply available under the plan will be 30 days. Subsequent refills may be filled at the 90-day quantity either through mail order or retail pharmacy (if medication is listed on the maintenance list). Changes in dosage of the same medication are not considered new prescriptions under this requirement, only initial dispensing of a medication which the member has not had a filled prescription in the previous 12 months.

Smoking cessation regimens. A properly prescribed smoking regimen will be paid at the appropriate level (generic, in- or out-of-formulary) for up to 90 consecutive days. A new regimen may not be started less than 6 months from the day the first prescription is filled. There is a lifetime maximum of 4 regimens per member. Regimens can include oral medications, transdermal patches, nicotine replacement agents or a combination of these treatments if properly prescribed.

Low Option Drug Plan: Prescription drug copays for Retail Generic drugs are \$2.00. The copays for Retail Brand drugs will be based on a Formulary. Retail Brand copays will be 25%, minimum \$15.00 but no more than \$40.00. Retail Non-Formulary copays will be 25%, minimum \$25.00 but not more than \$50.00. Maximum out-of-pocket expenses for drugs for each health care plan participant contract will be \$1,200.00 per year. Coverage for mail order will also be provided, and a 90-day supply of any properly prescribed drug will be available through mail order. Mail order Generic copays will be \$2.00. Mail order Brand copays will be based on a Formulary and the copays will be 8%, minimum \$15.00 but no more than \$40.00. Mail order Non-Formulary copays will be 8%, minimum \$25.00 but no more than \$50.00. A 90-day supply of designated maintenance drugs shall also be available at retail pharmacies. The formulary and list of medications available in 90-day quantities at retail pharmacies shall be subject to periodic review and revision. There will be step therapy

provisions for stated classes of medications beginning with stomach acid reducers and allergy medications.

New Prescription Limit. The first time a medication is prescribed for a member, the maximum supply available under the plan will be 30 days. Subsequent refills may be filled at the 90-day quantity either through mail order or retail pharmacy (if medication is listed on the maintenance list). Changes in dosage of the same medication are not considered new prescriptions under this requirement, only initial dispensing of a medication which the member has not had a filled prescription in the previous 12 months.

Smoking cessation regimens. A properly prescribed smoking regimen will be paid at the appropriate level (generic, in- or out-of-formulary) for up to 90 consecutive days. A new regimen may not be started less than 6 months from the day the first prescription is filled. There is a lifetime maximum of 4 regimens per member. Regimens can include oral medications, transdermal patches, nicotine replacement agents or a combination of these treatments if properly prescribed.

Option 3:

MERS Premier Health-High Option Plan: Group number 1000-172
Prescription drug coverage will be provided by the EMPLOYER through 4D Pharmacy Benefits Manager. Employees may choose between either the High Option Drug Plan or the Low Option Drug Plan.

High Option Drug Plan: Prescription drug copays for Retail Generic drugs are \$0.00. The copays for Retail Brand drugs will be based on a Formulary. Retail Brand copays will be 20%, but not more than \$40.00. Retail Non-Formulary copays will be 25%, minimum \$25.00 but not more than \$50.00. Maximum out-of-pocket expenses for drugs for each health care plan participant contract will be \$1,200.00 per year. Coverage for mail order will also be provided, and a 90-day supply of any properly prescribed drug will be available through mail order. Mail order Generic copays will be \$0.00. Mail order Brand copays will be based on a Formulary and the copays will be 7%, but not more than \$40.00. Mail order Non-Formulary copays will be 8%, minimum \$25.00 but no more than \$50.00. A 90-day supply of designated maintenance drugs shall also be available at retail pharmacies. The formulary and list of medications available in 90-day quantities at retail pharmacies shall be subject to periodic review and revision. There will be step therapy provisions for stated classes of medications beginning with stomach acid reducers and allergy medications.

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Smoking cessation regimens. A properly prescribed smoking regimen will be paid at the appropriate level (generic, in- or out-of-formulary) for up to 90 consecutive days. A new regimen may not be started less than 6 months from the day the first prescription is filled. There is a lifetime maximum of 4 regimens per member. Regimens can include oral medications, transdermal patches, nicotine replacement agents or a combination of these treatments if properly prescribed.

Low Option Drug Plan: Prescription drug copays for Retail Generic drugs are \$2.00. The copays for Retail Brand drugs will be based on a Formulary. Retail Brand copays will be 25%, minimum \$15.00 but no more than \$40.00. Retail Non-Formulary copays will be 25%, minimum \$25.00 but not more than \$50.00. Maximum out-of-pocket expenses for drugs for each health care plan participant contract will be \$1,200.00 per year. Coverage for mail order will also be provided, and a 90-day supply of any properly prescribed drug will be available through mail order. Mail order Generic copays will be \$2.00. Mail order Brand copays will be based on a Formulary and the copays will be 8%, minimum \$15.00 but no more than \$40.00. Mail order Non-Formulary copays will be 8%, minimum \$25.00 but no more than \$50.00. A 90-day supply of designated maintenance drugs shall also be available at retail pharmacies. The formulary and list of medications available in 90-day quantities at retail pharmacies shall be subject to periodic review and revision. There will be step therapy provisions for stated classes of medications beginning with stomach acid reducers and allergy medications.

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Smoking cessation regimens. A properly prescribed smoking regimen will be paid at the appropriate level (generic, in- or out-of-formulary) for up to 90 consecutive days. A new regimen may not be started less than 6 months from the day the first prescription is filled. There is a lifetime maximum of 4 regimens per member. Regimens can include oral medications, transdermal patches, nicotine replacement agents or a combination of these treatments if properly prescribed.

Option 4:

MERS Premier Health -Low Option Plan: Group number 1000-172
Prescription drug coverage will be provided by the EMPLOYER through 4D Pharmacy Benefits Manager.

Low Option Drug Plan: Prescription drug copays for Retail Generic drugs are \$2.00. The copays for Retail Brand drugs will be based on a Formulary. Retail Brand copays will be 25%, minimum \$15.00 but no more than \$40.00. Retail Non-Formulary copays will be 25%, minimum \$25.00 but not more than \$50.00. Maximum out-of-pocket expenses for drugs for each health care plan participant contract will be \$1,200.00 per year. Coverage for mail order will also be provided, and a 90-day supply of any properly prescribed drug will be available through mail order. Mail order Generic copays will be \$2.00. Mail order Brand copays will be based on a Formulary and the copays will be 8%, minimum \$15.00 but no more than \$40.00. Mail order Non-Formulary copays will be 8%, minimum \$25.00 but no more than \$50.00. A 90-day supply of designated maintenance drugs shall also be available at retail pharmacies. The formulary and list of medications available in 90-day quantities at retail pharmacies shall be subject to periodic review and revision. There will be step therapy provisions for stated classes of medications beginning with stomach acid reducers and allergy medications.

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Smoking cessation regimens. A properly prescribed smoking regimen will be paid at the appropriate level (generic, in- or out-of-formulary) for up to 90 consecutive days. A new regimen may not be started less

than 6 months from the day the first prescription is filled. There is a lifetime maximum of 4 regimens per member. Regimens can include oral medications, transdermal patches, nicotine replacement agents or a combination of these treatments if properly prescribed.

Option 5:

PHP Low Option Plan: L0000280 – Class 1010

Prescription drug coverage will be provided by the EMPLOYER through 4D Pharmacy Benefits Manager.

Low Option Drug Plan: Prescription drug copays for Retail Generic drugs are \$2.00. The copays for Retail Brand drugs will be based on a Formulary. Retail Brand copays will be 25%, minimum \$15.00 but no more than \$40.00. Retail Non-Formulary copays will be 25%, minimum \$25.00 but not more than \$50.00. Maximum out-of-pocket expenses for drugs for each health care plan participant contract will be \$1,200.00 per year. Coverage for mail order will also be provided, and a 90-day supply of any properly prescribed drug will be available through mail order. Mail order Generic copays will be \$2.00. Mail order Brand copays will be based on a Formulary and the copays will be 8%, minimum \$15.00 but no more than \$40.00. Mail order Non-Formulary copays will be 8%, minimum \$25.00 but no more than \$50.00. A 90-day supply of designated maintenance drugs shall also be available at retail pharmacies. The formulary and list of medications available in 90-day quantities at retail pharmacies shall be subject to periodic review and revision. There will be step therapy provisions for stated classes of medications beginning with stomach acid reducers and allergy medications.

New Prescription Limit. The first time a medication is prescribed for a member, the maximum supply available under the plan will be 30 days. Subsequent refills may be filled at the 90-day quantity either through mail order or retail pharmacy (if medication is listed on the maintenance list). Changes in dosage of the same medication are not considered new prescriptions under this requirement, only initial dispensing of a medication which the member has not had a filled prescription in the previous 12 months.

Smoking cessation regimens. A properly prescribed smoking regimen will be paid at the appropriate level (generic, in- or out-of-formulary) for up to 90 consecutive days. A new regimen may not be started less than 6 months from the day the first prescription is filled. There is a lifetime maximum of 4 regimens per member. Regimens can include oral medications, transdermal patches, nicotine replacement agents or a combination of these treatments if properly prescribed.

B. Effective January 1, 2009, the EMPLOYER will offer the following health insurance programs for eligible full-time employees and legal dependents.

Option 1: PHP Plus High Option Plan: L0000280 – Class 1030

Option 2: PHP Low Option Plan: L0000280 – Class 1010

Prescription drug coverage will be provided by the Employer through PHP of Mid Michigan using the MEDCO as the Pharmacy Benefit Manager.

Drug Plan: Prescription drug copays for Retail Generic drugs are \$2.00. The co-pays for Retail Brand drugs will be based on a Formulary. Retail Brand co-pays will be 20%, but not more than \$40.00. Retail Non-Formulary co-pays will be 25%, minimum \$25.00 but not more than \$50.00. Maximum out-of-pocket expenses for drugs for each health care plan participant will be \$1,200.00 per year. Coverage for mail order will also be provided, and a 90-day supply of any properly prescribed drug will only be available through mail order. Mail order Generic co-pays will be \$2.00. Mail order Brand co-pays will be based on a Formulary and the co-pays will be 7%, minimum \$0.00 but no more than \$40.00. Mail order Non-Formulary co-pays will be 8.25%, minimum \$25.00 but no more than \$50.00. The formulary shall be subject to periodic review and revision. There are specific medications and medication classes that are subject to prior authorization requirements, prior notification requirements, daily and period quantity limits by Medco. Appeals and override processes are available for unusual or unique situations.

Option 3: PHP Base Plan: L0000280 – Class 1J00

Prescription drug coverage will be provided by the Employer through PHP of Mid Michigan using the MEDCO as the Pharmacy Benefit Manager.

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

Effective as soon as practicable, the Coalition of Public Safety (COPS) Employees Health Trust Plan shall be offered as an option to employees so long as the implementation and/or selection of the COPS Trust Plan by any bargaining unit member does not result in

an increase in health insurance costs to the County or any of its employees. Additional costs, if any, above the benchmarks for the COPS Trust Plan shall be paid by the employee through payroll deduction.

C. Premiums.

Effective January 1, 2008, the Employer agrees to pay the full premium for eligible full-time employees for hospitalization coverage outlined in subsection A above up to the following amounts:

Full Family	=	\$772.75
2 Person	=	\$688.48
Single	=	\$328.83
Retiree	=	\$346.70

Effective January 1, 2009, the Employer agrees to pay the full premium for eligible full-time employees for hospitalization coverage outlined in subsection B above up to the following amounts:

Full Family	=	\$795.93
2 Person	=	\$709.13
Single	=	\$338.69
Retiree	=	\$357.10

These benchmarks may be adjusted annually as recommended by the Ingham Health Coalition and approved by the Ingham County Board of Commissioners, but shall be increased no less than two percent (2%). During 2009, increases in premium costs exceeding the benchmark will be shared 50/50 by the Employer and the employees with the employees' payment made through payroll deduction under the Section 125 Plan, including those employees who choose to participate in the COPS Trust Plan.

The parties will retain the Health Care Cost Containment Committee which will continue to meet on ways to reduce health care costs and to avoid and reduce potential co-pays of both the Employer and the employees. The Employer will provide the Union and the Committee new health care premium rates as soon as they are available.

Section 2. Enrollment. The employee shall become covered upon the completion of the required forms and upon acceptance of him/her by the applicable carrier as a participant. The County shall pay the premium cost of full-family point of service coverage

for each eligible full-time employee, up to the maximum amounts negotiated for the Employer's contribution. Deductions will be made for any additional coverages the employee chooses to select.

Section 3. Substitution of Carriers. The County reserves the right to substitute other carriers, provided the fundamental provisions of the coverage will not be changed.

Section 4. Waiver. An employee who is eligible for medical/hospitalization insurance via another source and who executes an affidavit to that effect may elect not to be covered by the medical insurance provided under this Article. The decision to waive coverage shall be made once per calendar year. A Waiver Agreement drafted by the Employer shall be executed by the employee. In the event the employee elects to forego medical insurance, the Employer shall pay the employee the Health Waiver directly to the employee as taxable compensation.

Full Family	=	\$ 201.85 if participating prior to 1/1/2007
2-Person	=	\$ 179.65 if participating prior to 1/1/2007
Single	=	\$ 106.09 if participating prior to 1/1/2007
New enrollment on or after 1/1/2007	=	\$ 106.09

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

Section 5. Dual Coverage. In the event a husband and wife are both employees of the County, or any of the Courts of Ingham County, the payment provisions in lieu of health insurance coverage as stated under Section 4 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 Financial Services Department in time so that the employee may re-enroll in a health care plan beginning the first day of the month following the loss of alternate coverage. For employees participating in the waiver plan prior to January 1, 2007, the spouse receiving the waiver payment will receive \$106.09 per month as taxable

compensation. For newly formed couples either through marriage or new employment on or after January 1, 2007, there will be no eligibility for health waiver payments.

Section 6. Other Plans. The Employer reserves the right to add additional, or alternative, plans should they become available to the Employer and in the event health insurance cost containment measures are identified and recommended to the Employer following the date of ratification of the agreement that the bargaining unit agrees to negotiate those measures so identified in good faith.

Section 7. Vision. Unit members will be afforded the same vision insurance plan as other employees, being VSP Group Vision Care Standard Plan B. Eyes exams will be provided every 12 months with a \$10.00 copay at participating providers. Frames and lenses will be provided every 24 months (\$115.00 retail allowance) with a \$25.00 copay. Lenses may also be obtained at 12 months if there is a medial/optical need. In lieu of the lens and frame benefits, contact lenses may be substituted. New hires will be eligible the beginning of their seventh (7th) month of employment.

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 Union, 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 or personal leave. Immediate family is defined as: spouse, children, parents, father-in-law, mother-in-law, step-children, 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 or personal leave. Upon approval of the Sheriff or his designee, one (1) additional day may be granted, to be charged against sick leave or personal leave. Any additional time must be charged against personal leave or 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 Union members of the bargaining unit of the Michigan Association of Police for the following functions:

- A. One (1) person for five (5) days every other calendar year to attend MAP national meetings.
- B. Two (2) persons for three (3) days to attend the Michigan Association of Police state meetings each calendar year.

Section 2. Once a month, the Union president and one (1) other designated employee may be excused for the local Union 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 MAP Executive Board, shall receive paid time off to attend to Union 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. Union members who are duly elected officials in MAP or Local Union shall be allowed reasonable time at and from their work stations during normal working hours when required to participate in special meetings without any loss of pay as provided in ARTICLE 7 herein.

Section 5. The Union 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 who are immediately eligible for retirement benefits shall be provided single subscriber health and hospitalization coverage. Non-Medicare eligible retirees shall receive the same health coverage options as active employees, if available, with a benchmark as set forth in Article 16, including the increase in the benchmark as set for in Article 16. Increases in premium costs which exceed the benchmark will be shared 50/50 by the EMPLOYER and the retiree on a monthly basis. Retirees can pay for their spouse's or dependent's coverage under the conditions established by the County. Medicare eligible retirees will be offered enrollment in a Medicare coordinate plan and must accept and

pay for Part B coverage. Medicare eligible retirees will have the choice of the following plans in 2008: a. the Blue Cross/Blue Shield "Two plus One" Plan; b. PHP High and PHP Low Medicare Supplement Plans; c. MERS Premier Health High and Low Medicare Supplement Plans; or d. Humana Medicare Advantage Plan. In 2008, the County shall pay the premium for the Medicare eligible retiree up to the benchmark, with the County and retiree splitting any costs over the benchmark 50/50. Medicare eligible retirees will have the choice of the following plans in 2009: a. PHP High and PHP Low Medicare Supplement Plans; or b. Humana Medicare Advantage Plan. In 2009, the County shall pay the premium for the Medicare eligible retiree up to the benchmark, with the County and retiree splitting any costs over the benchmark 50/50. If a coverage or plan is no longer available, the retiree must select from what is available and pay the difference in cost, if any.

- C. Retirees eligible for retiree health and hospitalization coverage may also enroll at the retirees' cost in dental and vision coverages offered to active employees, provided they enroll for such coverages upon retirement. Retirees that enroll in dental and vision coverage and subsequently drop coverages, may not re-enroll.
- 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.

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 Financial Services 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.

Section 7. Effective at the first available enrollment period following ratification, the employees' retirement plan multiplier shall be increased to 3.2%. The cost of this improvement shall be borne entirely by the employees and paid through payroll deduction. The Employer only shall pay for the start up fee for this plan and annual administrative fees, if any.

Section 8. During the term of the Agreement, the Union may choose to select benefit program improvement of 25 and out offered by MERS with the full differential cost

paid by the employees through payroll withholding. If selected, the County will implement, provided sixty (60) days' notice is given before the effective date.

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 Twenty-Five Dollars (\$525.00) 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. The Detective clothing allowance will increase to Six Hundred Dollar (\$600.00) effective January 1, 2001, and to Six Hundred Fifty (\$650.00) effective January 1, 2002.

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 and Detective issued a uniform. Said sum shall be payable at the end of each calendar quarter, commencing March 31, 1987. 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 and Detectives, compensated up to the stated annual maximum.

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 reexamination.

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 38, and those wage rates shall become effective 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, 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.

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 or transfer, the compensation will become effective the payroll period following the specific date of a promotion/transfer.
- C. A Corrections Officer transferred to the rank of 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. Employees 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.

Section 6. Original Appointments.

- A. Original appointment to any position shall be made at the entrance rate of the classification. Upon recommendation of the Sheriff, the Human Resources Director may approve initial compensation through Step 2 in the Salary Schedule when the needs for the service make such action necessary; provided that any such exception is based on the outstanding and unusual character of the individual employee's experience and ability over and above the desirable qualifications specified for the class. Authorization for initial compensation above Step 2 must be obtained from the Administrative Services/Personnel Committee.
- B. New employees who are compensated at the minimum rate in their salary grade shall advance to the next step of their salary grade at the beginning of the payroll period following their successful completion of one (1) year of continuous regular employment. New employees who are initially

compensated at a rate above the minimum, shall not advance to the next step until the beginning of the payroll period following their successful completion of one (1) year of employment. Further advancement to the maximum rate within a salary range shall be by successive steps effective the payroll period following the employee's anniversary date of continuous successful employment in that classification.

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 twelve (12) 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 twelve (12) months. The Union 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. 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 transferred to either a Police Officer or Detective classification, 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 Union with regard to all the terms and conditions of this Agreement.

An employee who is promoted to the Detective Bureau or transferred 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/transferred employee is on probation to return 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's Office, 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;
- G. He/she makes an intentionally false statement on his/her employment application or on an application for a leave of absence;
- H. He/she is convicted of a felony.

ARTICLE 29
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.

Section 2. The Two Hundred Seventy-Five Dollars (\$275.00), quarterly payment, Eleven Hundred Dollars (\$1,100.00) per year, is to be added to the employees base wage beginning with the first pay period of 1997. It is acknowledged that employees have received their quarterly COLA payments for 1997 and, therefore, will not be added to retroactive wage payments for 1997.

This language will remain in the contract to indicate the disposition of this benefit, and to prevent future negotiations for a similar benefit that other bargaining units within the County have.

ARTICLE 30
DENTAL INSURANCE

Section 1. In 2008, the County shall provide dental insurance for full-time employees and their dependents as follows:

	<u>Insurance Pays</u>	<u>Patient Pays</u>
Class I Benefits	100%	-0-
Cleaning		
X-Ray		
6 Month checkups		
Class II Benefits	75%	25%
Radiographs		
Basic Restoration		
Periodontics		
Endodontics		
Basic fillings		
Class III Benefits	50%	50%
Major Restorative		
Oral Surgery		
Bridges		
Crowns		

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

the premium. Coverage shall be effective at the beginning of the seventh (7th) full month of continuous service after a new employee's date of hire.

Section 2. The effective date for dental insurance is the seventh month of employment. 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 31 **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 32 **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 33 **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 34 **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.

Section 6. Family and Medical Leave Act. The Union and the Employer reserve all their rights under the Federal Family and Medical Leave Act and may exercise same.

A cumulative maximum of forty (40) hours of sick leave credit per contract year may be used for the illness of a spouse, minor dependent child or step-child, or parent of the employee. Medical verification may be required by the Employer.

Employees may use accumulated sick time for approved leave of absences relating to a Family Medical Leave request when it is necessary, as medically certified, to care for a family member. This is in addition to the time allowed in Section 15, Section 3. This sick time use will be granted after the employee has exhausted other available time. There shall be no donation of sick time for care of family members.

ARTICLE 35 **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 36 **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 37 **SHIFT-PREFERENCE**

Section 1. 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.

Section 2. 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.

Section 3. Job assignments include, but are not limited to Road Patrol, Detectives, and Traffic. The Employer determines shift schedules.

Section 4. Employees may be permitted to trade days off, if both submit the request in writing to the Captain or his/her designee at least twenty-four (24) hours prior to the trade. In addition, employees may, with the approval of the Captain or his/her designee, trade a twenty-eight (28) day period or a portion of a twenty-eight (28) day, provided there is twenty-eight (28) day notice in writing to the Captain or his/her designee, by both employees, subject to the Captain or his/her designee's approval. Approval of trades will not be permitted if it results in overtime compensation.

Section 5. A denial of a request to trade days off 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 parties and shall not be subject to the grievance procedure or any other appeal.

Section 6. It is agreed to by 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 emergency or manpower shortage. In addition, Shift preferences shall be waived and suspended for up to two (2) slots where two (2) employees will attend school. Further, shift preference shall be waived and suspended for two (2) other employees to attend school which is directly related to the Department operation for the length of the school, not to exceed two (2) employees per shift. The Sheriff shall determine which employees attend school.

Section 7. New employees will be assigned their shift by the Sheriff or his/her designee for the first six months of their employment with the Sheriff's Office, after which the employee will bid at the next available opportunity for his/her shift preference.

Section 8. All eligible Road Patrol, Detectives, Transport, Staff Services 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 summer or winter period along with the names of the employees assigned to that shift.
- B. The Division Commander will place on the schedule the minimum number of employees required on any given day within the areas of job assignment. (i.e., traffic, etc.).
- C. The number of employees assigned to specific areas and/or shifts will be divided into thirds by seniority. The first third (3rd) will have their first choice of pass days for the first and fourth twenty-eight (28) days of the period, the second third (3rd) will have first choice of the second and fifth twenty-eight (28) days of the period and the last third (3rd) will have first choice of the third and sixth twenty-eight days of the period.
- D. At no time will any employee be allowed to have more than two (2) weekends, or any portion thereof as scheduled pass days in any twenty-eight day cycle. 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 day requests, bearing in mind Subsections B, C, and D of this Article. The statement contact shall not apply to the Law Enforcement Division.
- F. If there is a conflict of pass days that creates a violation of Subsection B, the Supervisor will attempt to resolve it with the employees involved. If the Supervisor and employees are unable to resolve the conflict, the Division Commander will make the final Decision.

- G. No employee will be able to select their pass days or have a particular day off if the desired day or days results in overtime 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.
- H. 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.
- I. It is expressly understood and agreed to between the Parties, the Sheriff and/or his designee shall have the authority to determine how many employees shall be working at a particular time, notwithstanding any contrary provisions contained herein.
- J. It is expressly understood and agreed to between the Parties that employees cannot refuse overtime.

ARTICLE 38
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

		Effective 01-01-08 2008 Rates	Effective 01-01-09 2009 Rates	Effective 01-01-10 2010 Rates
(Step 1)	Start	\$54,032.00	\$55,113.00	\$55,664.00
(Step 2)	1Year	\$55,211.00	\$56,315.00	\$56,878.00
(Step 3)	2 Years	\$57,679.00	\$58,833.00	\$59,421.00

- B. **Police 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

		Effective 01-01-08 2008 Rates	Effective 01-01-09 2009 Rates	Effective 01-01-10 2010 Rates
(Step 1)	Start	\$34,148.00	\$34,831.00	\$35,179.00
(Step 2)	1Year	\$43,469.00	\$44,338.00	\$44,781.00
(Step 3)	2 Years	\$46,197.00	\$47,121.00	\$47,592.00
(Step 4)	3 Years	\$49,321.00	\$50,307.00	\$50,810.00
(Step 5)	4 Years	\$53,754.00	\$54,829.00	\$55,377.00

Section 2. Implementation.

- A. The above salary schedules shall be effective as indicated. Retroactive payment of wages will be made only to those employees employed on the date of ratification.
- B. **Shift Premium.** Employees who work the majority of their assigned shift from 2:00 p.m. to 6:00 a.m. shall be paid a thirty-five cent (\$.35) per hour shift premium for all hours worked effective July 1, 2006.

ARTICLE 39
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 40
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's Office 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's Office. 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. Where the top sixty percent (60%) of the qualified applicants equals numbers that entail less than a full person, the number of applicants shall be rounded off in such a manner that if the fraction is .5, or more, the number of eligible candidates shall be rounded upwards to the nearest whole number and in circumstances where the fraction is .4 or lower, the number of applicants shall be rounded downward to the nearest whole number. Notwithstanding the above, in cases where there are 10 or less qualified applicants, the Sheriff may select from the entire list.

Section 3. Probation.

- A. Any Department employee 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 41
PERSONAL LEAVE

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. Nothing in this section relieves the employee from securing the approval of the supervisor, which approval will not be unreasonably denied.

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 42
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.
- D. The Employer will offer through the County Section 125 plan optional insurance coverages that County employees may elect to purchase, at the employee's cost through salary reductions or salary deductions as may be legally permissible under the Internal Revenue Code. Available optional insurance plans shall include cancer care insurance, renewable and convertible term life insurance, supplemental dental insurance, and long-term care insurance. The terms of the available insurance coverages shall be in accordance with the insurance plan documents.

ARTICLE 43
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 44
RESTRICTED DUTY

Employees requesting restricted duty assignments from Staff Services or Field Services positions will be assigned to the "Communications Center." Restricted duty assignments shall be limited in duration to a maximum of twelve (12) weeks and under no circumstances shall be available on a permanent basis.

Requests for restricted duty assignments must be accompanied by a detailed physician's statement describing the employee's injury, medical condition, and the medical reasons why restricted duty is necessary for the requested duration. Requests for restricted duty assignments shall be handled in the order in which they are received and limited to the following positions.

1. Work at the service desk Monday through Friday - 8 a.m. to 5 p.m. with a one (1) hour unpaid lunch.
2. Work at the Sheriff's discretion Monday through Friday - 8 a.m. to 5 p.m. with a one (1) hour unpaid lunch.

The first person to request and qualify for a restricted duty position will be placed into assignment #1. If a second person requests and qualifies for a restricted duty assignment, they will be placed into assignment #2. Should assignment #1 become vacant while an individual is working in assignment #2, the individual will then be placed into assignment #1. Should a third person request and qualify for a restricted duty assignment, they will not be assigned as such, until either position #1 or position #2 becomes vacant. If and when position #1 or #2 becomes vacant, the third person requesting and qualifying for a restricted duty assignment will be placed into the vacant position. Seniority will not be a

factor in determining the scheduling of the restricted duty assignments. (Note: positions #1 and #2 are reserved for Staff Services or Field Services personnel only.)

ARTICLE 45
DRUG TESTING PROTOCOL

Section 1. This protocol applies to the Ingham County Sheriff's Office request for submission of urine specimens.

Section 2. All bargaining unit members and all Administration personnel shall be subject to random drug (excluding alcohol) testing. Those to be tested shall be selected by drawing names or employee numbers drawn from a hat by an Employer representative and a representative of the Union or such other method as may be mutually agreed upon by the parties. The Employer shall ensure that random drug testing is unannounced and spread reasonably throughout the calendar year. The Employer will waive an employee having to be called in for drug testing if he/she is on an approved leave except for pass days.

Section 3. The Ingham County Sheriff's Office shall be solely responsible for all costs incurred in conjunction with: (1) random testing and reporting, and (2) screening and confirmation testing of urine for drug analysis.

The employee will have the option of testing the "split sample" at the same or a different laboratory. In the event the split sample testing results in a positive result, the employee will be responsible for all costs associated with the testing of the split sample. In the event the split sample testing results in a negative results, the Employer will be responsible for all costs associated with the testing of the split sample.

Section 4. The Ingham County Sheriff's Office shall insure that all drug tests that are conducted shall follow guidelines similar to those used by the Michigan Commission on Law Enforcement Standards (MCOLES).

Section 5. The Ingham County Sheriff's Office shall have the responsibility for selecting an agency/vendor that will properly conduct the drug test and furnish reliable results. The agency/vendor selected must also provide the ancillary services needed, including specimen retention of "positive" samples for five (5) years.

Section 6. The Ingham County Sheriff's Office shall make the necessary advance arrangements for collection of the urine specimen to be tested for drugs, and a proper area for collection.

Section 7.

- A. All laboratories must be approved by the Substance Abuse and Mental Health Services Administration of the Department of Health and Human Services (SAMSHA, DHHS).
- B. The laboratory shall have the capability of timely providing hard copy reports of specimen analysis.

Section 8. The employee shall cooperate with collection procedures necessary to assure thorough documentation to positively link the employee's specimen to the ultimate test result. Documentation shall be required to include dates, times and signatures of the collector and the employee being tested.

Section 9. Drug Testing.

TESTING LOCATION FOR DRUGS:

Any restroom can be utilized for the collection site for the individual employee to present themselves for the purposes of providing a specimen of his/her urine to be analyzed for the presence of drugs.

- A. When the employee enters the drug testing location the COLLECTOR will require him or her to provide positive identification (photo ID). The COLLECTOR should also provide the employee with his/her identification.
- B. The COLLECTOR will explain the testing procedure to the employee.
- C. The COLLECTOR shall complete The Non-Federal Workplace Drug Testing Custody and Control Form. The employees shall complete the information required in the Employee/Donor section of the form. This section shall be signed by the Employee/Donor and sent to the Medical Review Officer (MRO).
- D. The Employee/Donor will initial the security seals that are placed over the primary and split sample specimen containers. The COLLECTOR shall instruct the employee to provide at least 45 ml of urine under the split sample method of collection.

- E. The Employee/Donor shall urinate into a collection container or a specimen bottle capable of holding at least 60 ml.
- F. The COLLECTOR, in the presence of the Employee/Donor, shall pour 30 ml of the urine into another bottle to be used as the primary specimen. At least 15 ml should remain in the original container or be placed into a third bottle, to be used as the split specimen.
- G. Both bottles shall have the security seals placed over the closed caps by the COLLECTOR, in the presence of the Employee/Donor.
- H. The COLLECTOR will place both the primary and split specimens into a mailing container.
- I. Both bottles shall be delivered in a single shipping container, together with the laboratory copy of the chain of custody form.
- J. If the test result of the primary specimen is positive, the Employee/Donor may request that the Medical Review Officer (MRO) direct that the split specimen be tested in a different DHHS certified laboratory for the presence of the drug(s). The MRO shall honor such a request if it is made within 72 hours of the employee having been notified of a verified positive test result.

Section 10. Initial screening and if positive, a confirmation test. The original screening test will be with an immunology test. All positive test results shall be confirmed by a second test using a method based on a different scientific principle than the initial test. Gas Chromatography-mass spectrometry (GC-MS) will be the test used for confirmation testing.

Section 11. After a positive test has been confirmed, the testing laboratory will forward the information to the Medical Review Officer (MRO). The MRO is responsible for receiving laboratory results generated by an employer's drug testing program. The MRO shall have knowledge of substance abuse disorders and have appropriate medical training to interpret and evaluate an individual's confirmed positive test results together with the information. The MRO or staff member will contact the employee who has tested positive. The MRO will afford the employee the opportunity to discuss the test result.

Section 12. Prior to verifying a positive result, the MRO shall make every reasonable effort to contact the employee (confidentially), and afford him/her the opportunity to discuss the test result. If, after making all reasonable efforts and documenting them, the MRO is unable to reach the employee directly, the MRO shall contact a designated management official, who shall direct the employee to contact the MRO as soon as possible (within 24 hours).

Section 13. After discussion with the employee, the MRO will determine if the test is to be reported as positive. If positive, the MRO will contact the designated Vendor Representative and report the positive test. The Vendor Representative will then contact the designated employer representative and report the results. The MRO will also advise the employee who tested positive that he/she has a 72 hour period for making a choice on testing the split specimen.

Section 14. Last chance agreements will be considered on a case by case basis.

DRUG-FREE WORK PLACE POLICY STATEMENT

Illegal drugs in the work place present a danger to all concerned. Drugs impair safety and health, promote crime, lower productivity and work quality and undermine public confidence. The Ingham County Sheriff's Office will not tolerate the illegal use of drugs.

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

-All Ingham County Sheriff's Office employees are absolutely prohibited from unlawfully manufacturing, distributing, dispensing, possessing, or using controlled substances in the work place.

-Employees found to be in violation of this policy will be subject to appropriate personnel/disciplinary action up to and including termination.

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

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

Date: _____ Signature: _____

ARTICLE 46
WAIVER

It is the intent of the parties hereto that the provisions of this Agreement shall supersede all prior agreements or understandings, oral or written, expressed or implied, between such parties and will henceforward govern their entire relationship and constitute the sole source of any and all rights or claims which may be asserted hereunder or otherwise.

It is the intent of the parties that this Agreement contain all economic and non-economic terms and conditions of employment applicable to employees covered by this Agreement. Both parties accordingly acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered by this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

ARTICLE 47
EFFECTIVE DATE

This Agreement shall become effective on the 1st day of January, 2008, and shall continue in full force and effect until December 31, 2010, inclusive.

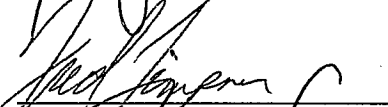
The Parties agree to meet and negotiate over the terms of a new agreement to take effect after the expiration of this Agreement, at mutually convenient times and places, upon the call of either Party on or before August 15, 2010.

IN WITNESS WHEREOF, the Parties have executed this Agreement by their authorized representative this 19th day of June, 2009.


MICHIGAN ASSOCIATION OF POLICE



President




Negotiating Representative



Member




Member

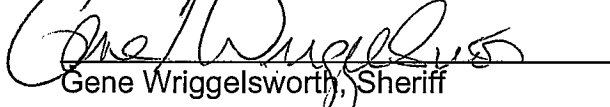


Member

COUNTY OF INGHAM



Debbie DeLeon, Chairperson
Board of Commissioners



Gene Wriggelsworth, Sheriff

LETTER OF UNDERSTANDING

This Letter of Understanding is made on the date and year written below, by and between the County of Ingham (the "County"), the Sheriff of Ingham County (the "Sheriff"), the Michigan Association of Police ("MAP") and the Ingham County Sheriff Law Enforcement Association ("ICSLEA").

WHEREAS, the Employer and the MAP and ICSLEA are parties to a collective bargaining agreement that covers the term of January 1, 2008, through December 31, 2010; and

WHEREAS, the parties wish to resolve MERC Case No. C08 I-180.

NOW, THEREFORE, it is hereby agreed by the parties as follows:

1. For clarification of Article 9, those employees who were employed by Ingham County in the Sheriff's Office as of February 27, 2004, shall retain their original date of hire/badge number for seniority purposes as of February 27, 2004. Thereafter, any employees who entered the Field Service bargaining unit represented by MAP after February 27, 2004, the seniority roster shall include original date of hire, as well as date of transfer into the field service position.

2. Effective August 25, 2009, Seniority shall be defined as:

- a. the date of hire into the Sheriff's Office for those employees employed as a field services/patrol officer/detective (non-supervisory) on February 27, 2004; and
- b. the date of hire or transfer into the position of field services/patrol officer/detective (non-supervisory) after February 27, 2004.

3. This Agreement does not apply retroactively and does not confer any rights to shift preference, vacation, shift premium and/or other contractual preferences or rights based on seniority prior to August 25, 2009.

4. The Agreement shall modify or amend the terms or conditions of the parties' labor contract as specifically provided herein.

5. Any modification to this Agreement must be in writing and signed by the parties hereto.

6. It is expressly understood and agreed by the parties that this Letter of Understanding shall be with precedent or prejudice to any other matters and shall govern the seniority roster.

INGHAM COUNTY

Gene L. Wriggelsworth
Gene L. Wriggelsworth
Ingham County Sheriff

8/25/09
Date

Matthew J. Myers
Matthew J. Myers
Ingham County Controller

8-27-09
Date

MICHIGAN ASSOCIATION OF POLICE

Ronald E. Palmquist
Ronald Palmquist, Labor Specialist
Michigan Association of Police (MAP)

9/17/09
Date

Jody McGuire
Jody McGuire
ICSLEA Representative

Date