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SIGNATURE

April 28,

CORRECTIONS UNIT
COLLECTIVE BARGAINING AGREEMENT

BETWEEN

COUNTY OF INGHAM
SHERIFF OF INGHAM COUNTY

AND

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

JANUARY 1, 2006 THROUGH DECEMBER 31, 2008

ARTICLE INDEX

<u>Article Page</u>	<u>Title</u>	
	Preface	1
2	Agreement	
3	1 Recognition of the Lodge	
4	2 Management Rights	
5	3 Management Security	
6	4 Past Practices	
7	5 Division Security and Check-Off	
	6 Division Bargaining Committee	10
11	7 Special Meetings	
12	8 Contract Grievance Procedure	
16	9 Seniority	
17	10 Pass Days	
19	11 Hours and Rates of Pay	
22	12 Vacations	
24	13 Holidays	
	14 Longevity Plan	

26		
28	15	Sick Leave
	16	Hospitalization - Medical Coverage 31
36	17	Medical Dispute
37	18	Life Insurance and Disability Insurance
38	19	Funeral Leave
	20	Leave for Conferences or Conventions and Safety Committee 39
41	21	Retirement
45	22	Uniforms and Clothing
47	23	Automobiles and Equipment
48	24	Parking and Travel
49	25	Wages
51	26	Probationary Period
52	27	Layoff and Recall
54	28	Loss of Seniority
	29	Grievance Procedure for the Internal Operations of the Department 55
57	30	Cost of Living
58	31	Dental Insurance

59 32 [Worker's Compensation](#)

61 33 [Unemployment Benefits](#)

62 34 [Jury Duty](#)

63 35 [Leaves of Absence](#)

66 36 [Internal Affairs Files](#)

67 37 [Liability Insurance](#)

68 38 [Shift Preference](#)

72 39 [Salary Schedules](#)

74 40 [Automobiles](#)

75 41 [Promotional Procedures](#)

77 42 [Personal Leave](#)

78 43 [I.R.S. Section 125](#)

79 44 [Contract Copies](#)

80 45 [Drug Testing Protocol](#)

86 46 [Effective Date](#)

- Letters of Understanding
- A. New Hire Starting Rates
 - B. Outside Events
 - C. Personal Leave on Promotion
 - D. Police Academy
 - E. Post Assignments by Gender

- F. Promotional Procedures/Percentages
- G. Sick Leave/Minimum Usage

PREFACE

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

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

AGREEMENT

THIS AGREEMENT is entered into this ____ day of _____, 2006, by and between the **COUNTY OF INGHAM**, (hereinafter referred to as the "COUNTY"), the **SHERIFF OF INGHAM COUNTY**, (hereinafter referred to as the "SHERIFF"), and the **FRATERNAL ORDER OF POLICE, Capitol City Lodge No. 141, Ingham County Division**, (hereinafter referred to as the "DIVISION").

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

ARTICLE 1**RECOGNITION OF THE LODGE**

Section 1. Definition of the Bargaining Unit. The bargaining unit shall consist of all positions of employment with the Ingham County Sheriff'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 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 position specified below are covered by the provisions of this Agreement:

- A. Corrections Officer

ARTICLE 2

MANAGEMENT RIGHTS

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

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

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

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

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

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

ARTICLE 4

PAST PRACTICES

There are no agreements which are binding on any of the Parties other than the written provisions contained in this Agreement. No further agreements shall be binding on any of the Parties until it has been put in writing and signed by the Parties to be bound.

ARTICLE 5

DIVISION SECURITY AND CHECK-OFF

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

Section 2. Division Security. As a condition of continued employment, all employees in the bargaining unit shall either become and remain members in good standing of the Division or pay a representation fee to the Division which shall be less than one hundred percent (100%) of the regular monthly dues paid by Division members and which sum shall accurately represent the amount for said employees due the Division as their fair share of costs attributable to negotiating the terms of the Agreement, which sum shall not include, by way of example, but not by way of limitation, state, national or other dues and assessments or other amounts for Division activities.

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

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

- A. The Division shall obtain from the employee a completed check-off authorization form which shall conform to the respective state and federal laws concerning that subject or any interpretations made thereof. The check-off authorization form shall be filed with the County Human Resources Director, who may return an incomplete or incorrectly completed form to the Division's Treasurer and no check-off shall be made until such deficiency is corrected.
- B. The County shall only deduct obligations which are due at the time of check-off and will make check-off deductions only if the employee has enough pay due to cover such obligation, and will not be responsible to the employee if he has duplicated a check-off deduction by direct payment to the Division.

- C. The County's remittance will be deemed correct if the Division does not give notice, in writing, to the County Human Resources Director within two (2) weeks after a remittance is sent, of its belief, with reasons stated therefor, that the remittance is incorrect.
- D. Any employee may terminate his check-off authorization by written notice to the County Human Resources Director.
- E. The Division shall provide at least thirty (30) days' prior written notice to the County Human Resources Director of the amount of Division dues or representation fee to be deducted from the wage of employees in accordance with this Article. Any changes in the amounts shall be provided to the County Human Resources Director at least thirty (30) days prior to the effective date.

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

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

ARTICLE 6

DIVISION BARGAINING COMMITTEE

Section 1. The bargaining committee of the Division will not include more than two (2) employees of the Ingham County Sheriff's Office and may include not more than one (1) non-employee representative and one (1) representative from the Fraternal Order of Police, Lodge #141. The Division will furnish the County Human Resources Director with a written list of the Division's bargaining committee prior to the first bargaining meeting and substitution changes thereto, if necessary.

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

Section 3. Except for the following, no pay shall be received for time spent in accordance with this Article if the employee is not scheduled to work. An employee participating in contract bargaining in accordance with Section 1 above for at least four (4) hours on a given day and whose scheduled work shift begins less than four (4) hours after the negotiating session terminates, shall be allowed four (4) hours off with pay at the end of that shift.

ARTICLE 7

SPECIAL MEETINGS

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

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

ARTICLE 8

CONTRACT 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, except that discipline and discharge shall be pursuant to ARTICLE 29, Sections 1 and 2, and shall not be covered under this Article. 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. Any claims not conforming to the provisions of this definition shall be automatically denied as not constituting a valid grievance.

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 must be co-signed by a Lodge representative 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 shall set forth the facts, including dates and provisions of the Agreement that are alleged to have been violated, and the remedy desired. A grievance not initially brought and signed by the Lodge representative must be co-signed by a Lodge representative in order to be valid. 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. 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 president shall submit

said grievance to the Human Resources Director within ten (10) days after receipt of the answer of the Sheriff as provided in Step 1, indicating the reasons why the written answer of the Sheriff was unsatisfactory. A meeting between no more than three (3) representatives of the Division and the Sheriff, and/or a representative of the Corporation Counsel and the Human Resources Director shall be arranged to discuss the grievance submitted. Said meeting shall be held within ten (10) days from the date the Human Resources Director received said grievance. The Human Resources Director shall answer the grievance within ten (10) days of the date of the meeting at which the grievance was discussed.

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

STEP 3. If the answer of the Human Resources Director is not satisfactory, the Division President may submit for arbitration within fifteen (15) days after the Human Resources Director has answered said grievance in accordance with the procedures and rules of the American Arbitration Association. The decision of the arbitrator shall be final. The fees and approved expenses of Step 3 shall be paid equally by the County and the employee.

In the event that a grievance is submitted to arbitration, the Employer and the Lodge by mutual agreement may submit the grievance to non-binding facilitative mediation through a mutually agreed upon mediation service or mediator.

Section 3. The employee 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 Division where such discretion has been retained by the County, the Sheriff, or the

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

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

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

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

ARTICLE 9

SENIORITY

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

Section 2. The Sheriff shall maintain a roster of bargaining unit employees, arranged according to seniority, showing name, position, class and seniority date, and shall furnish a copy to the Division at the first of each year, or as soon as practical each year.

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

Employees hired into the department under a state or federal grant shall be treated the same as regular funded County employees for the purposes of layoff and recall; excepting, however, if the state and/or federal grant requires different layoff and recall procedures.

Section 4. Employees transferred from a field services or staff services position to a corrections position shall have new hire seniority for purposes of shift, pass day and vacation day selection, and lay off 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 Corrections receiving a higher rate of pay or any benefits higher than specified in the Corrections Officers 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 either an eight (8), nine (9), ten (10), or twelve (12) hour shift for persons working as Correction Officers. The Sheriff shall provide a ninety (90) day notice of a change in shift durations corresponding with the shift selection. The notice requirement shall not apply to emergencies or to assignments, transfers or reassignments of individual employees.

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

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

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 sixty (60) hours. The hours will accumulate at time and one-half. This compensatory time may be taken when it is mutually agreed between the employee and the Sheriff or his/her representative.

Section 4. Work beyond an employee's regular shift shall be authorized by the

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

Section 5. When an off-duty officer is required to spend time in court, Licensed Appeal Board hearings, or Liquor Control Board hearings for a meeting arising out of his/her employment which does not involve the officer on a personal matter, he/she shall receive the witness fee, if one is payable, plus the difference between such witness fee and pay at time and one-half for the time actually spent on the assignment, with a minimum of two (2) hours of pay at time and one-half. If no witness fee is payable, he/she shall receive pay at time and one-half for the time spent on the assignment, with a minimum of two (2) hours of pay at time and one-half. This minimum does not apply under circumstances where the employee attends proceedings beyond the end of the employee's normal shift. Mileage that may be paid by the court will be considered separate payment and will not be included in the above pay.

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

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

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

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

Section 9. Corrections Training Officer Pay. Officers who are assigned to work as corrections 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.

ARTICLE 12

VACATIONS

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

<u>Consecutive Years of Service With the County</u>	<u>Hours Earned Each Payroll 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 of any year. Vacation schedules will be determined whenever possible based on employee's request and the needs of the department. Conflicts in vacation requests will be resolved based on seniority as described in ARTICLE 9, including Section 4, herein. The approved vacation schedule will be issued by the Sheriff no later than March 15th of any year. Those employees failing to make a written request for vacation by February 15th will have their vacation scheduled as the remaining vacation time and department needs permit.

ARTICLE 13

HOLIDAYS

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

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

Section 3. Employees who do not receive a day off with pay due to the occurrence of one of the above holidays are eligible to receive (8) hours pay at their regular rate per each authorized holiday, whether such holiday be worked or not. This is applicable whether the employee is scheduled for an eight (8), nine (9), ten (10), or twelve (12) hour day. Hourly rate for purposes of holiday pay shall be determined by dividing the annual salary by two thousand eighty (2,080) hours. Payment shall be made for each holiday in 1996 and 1997 by December 10 each year for all eligible holidays since the previous December 10. After December 10, 1997, payment shall be made for each holiday in the paycheck covering the payroll period in which the designated holiday pay is earned. Effective December 23, 1996, in addition to the eight (8) hours holiday pay, employees who work on a designated holiday 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 the holiday.

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

The longevity bonus shall be computed as a percentage of the employee's annual base salary or wage. Base salary or wage shall be that which an employee is being paid on the first regularly scheduled day of the fiscal year in which a longevity bonus is due, and shall not include overtime pay, premium pay, uniform allowance, per diem or travel allowance, or any other compensation. No longevity payment, as above scheduled, shall be made for that portion of an employee's base salary which is in excess of 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 four hundred forty (1,440) to a maximum seven hundred twenty (720) hours upon the death of the employee to the designated beneficiary.
- B. Retirement: Fifty percent (50%) of the maximum one thousand four hundred forty (1,440) to a maximum seven hundred twenty (720) hours upon the retirement of the employee.
- C. No payment shall be made upon separation of employment for any other reason than death or retirement.

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

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

Section 12. Sick Time Donation. An employee within the bargaining unit may donate up to sixteen (16) hours of his/her accumulated sick leave to no more than two (2) persons, per contract year, to another unit member who is off work for an authorized illness or injury, and has used all available compensation. The donating employee must have at least five (5) years seniority, and two hundred fifty (250) hours of accumulated sick time.

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

procedure.

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

Section 14. Family Medical Leave Sick Use. 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 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 16

HOSPITALIZATION - MEDICAL COVERAGE

Section 1. 2006.

A. Health Insurance Program.

Effective January 1, 2006, the EMPLOYER will offer the following health insurance programs for eligible full-time employees and legal dependents.

Option 1:

BCBSM-POS: Blue Choice Certificate, POS DR 250/500, POS CR 80/20, POS AA, POS OV 20, POS ET 50

Prescription drug coverage will be provided by the EMPLOYER through a pharmacy benefits manager.

Prescription Drug Plan 1: Prescription drug copayments for generic drugs will be \$0.00. Prescription drug copayments for brand drugs will be based on a formulary. Brands listed under "Generic Copay" heading will have a \$0.00 copay. Formulary brand copay will be 20%, but not more than \$35.00. Non formulary brand copay will 25%, but not less than \$25.00 and not more than \$45.00. Maximum out-of-pocket expenses for drugs for each health care plan participant contract will be \$1,100.00 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. 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.

Option 2:

PHP Plus (Point-of-Service) Plan 30406-311-111

Prescription drug coverage will be provided by the EMPLOYER through a pharmacy benefits manager.

Prescription Drug Plan 1: Prescription drug copayments for generic drugs will be \$0.00. Prescription drug copayments for brand drugs will be based on a formulary. Brands listed under "Generic Copay" heading will have a \$0.00 copay. Formulary brand copay will be 20%, but not more than \$35.00. Non formulary brand copay will 25%, but not less than \$25.00 and not more than \$45.00. Maximum out-of-pocket expenses for drugs for each health care plan participant contract will be \$1,100.00 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. 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.

Option 3:

Health Advantage - High Plan

Prescription drug coverage will be provided by the EMPLOYER through a pharmacy benefits manager.

Prescription Drug Plan 1: Prescription drug copayments for generic drugs will be \$0.00. Prescription drug copayments for brand drugs will be based on a formulary. Brands listed under "Generic Copay" heading will have a \$0.00 copay. Formulary brand copay will be 20%, but not more than \$35.00. Non formulary brand copay will be 25%, but not less than \$25.00 and not more than \$45.00. Maximum out-of-pocket expenses for drugs for each health care plan participant contract will be \$1,100.00 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 for a single month copay. A 90-day supply of designated maintenance drugs shall also be available at retail pharmacies for a single month copay. The formulary and list of medications available in 90-day quantities at retail pharmacies shall be subject to periodic review and revision.

Option 4:

Health Advantage - Low Plan

Prescription Drug Plan 3: Prescription drug coverage will be provided by the EMPLOYER through a pharmacy benefits manager. Generic drugs shall have a \$2.00 copay. Prescription drug copayments for brand drugs will be based on a formulary. Brands listed under "Generic Copay" heading will have a \$2.00 copay. Formulary brand copay will be 25%, but not less than \$15.00 and not more than \$35.00. Non formulary brand copay will be 25%, but not less than \$25.00 and not more than \$45.00. Maximum out-of-pocket expenses for drugs for each health care plan participant contract will be \$1,100.00 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 for a single month copay. A 90-day supply of designated maintenance drugs shall also be available at retail pharmacies for a single month copay. The formulary and list of medications available in 90-day quantities at retail pharmacies shall be subject to periodic review and revision Prescription drug copayments will be \$2.00 for generic drugs, 25% for brand drugs, with a minimum of \$15.00 and a maximum of \$35.00. Maximum out-of-pocket expenses for drugs for each health care plan participant contract will be \$1,100.00 per year. Coverage for mail order will also be provided and a 90-day supply of a maintenance drug will only be available through mail order.

Option 5:

PHP HMO Only Plan 30407

Prescription Drug Plan 3: Prescription drug coverage will be provided by the EMPLOYER through a pharmacy benefits manager. Generic drugs shall have a \$2.00 copay. Prescription drug copayments for brand drugs will be based on a

formulary. Brands listed under "Generic Copay" heading will have a \$2.00 copay. Formulary brand copay will be 25%, but not less than \$15.00 and not more than \$35.00. Non formulary brand copay will be 25%, but not less than \$25.00 and not more than \$45.00. Maximum out-of-pocket expenses for drugs for each health care plan participant contract will be \$1,100.00 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 for a single month copay. A 90-day supply of designated maintenance drugs shall also be available at retail pharmacies for a single month copay. The formulary and list of medications available in 90-day quantities at retail pharmacies shall be subject to periodic review and revision Prescription drug copayments will be \$2.00 for generic drugs, 25% for brand drugs, with a minimum of \$15.00 and a maximum of \$35.00. Maximum out-of-pocket expenses for drugs for each health care plan participant contract will be \$1,100.00 per year. Coverage for mail order will also be provided and a 90-day supply of a maintenance drug will only be available through mail order.

B. Premiums.

Effective January 1, 2006, 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	=	\$672.13
2-Person	=	\$598.84
Single	=	\$286.01
Retirees	=	\$303.03

These benchmarks will increase by the same amount as the salary schedule is increased for following years. 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.

The parties will retain the Health Care Cost Containment Committee, found in the attached Letter of Understanding, 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 . 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 an amount based upon the coverage for which the employee is otherwise eligible at the time of election (full family, two persons, or single subscriber) directly to the employee as taxable compensation. The amounts payable, based on the applicable coverage, shall be as follows:

Full Family	=	\$185.43
2-Person	=	\$165.21
Single	=	\$ 78.91

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, the option provided for under Section 5 shall be mandatory by either the husband or wife.

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. Effective July 1, 1999, unit members will be afforded the same vision insurance plan as other employees, being VSP Group Vision Care Standard Plan A. 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 DIVISION, the employee's doctor and the County or the Sheriff's doctor shall agree upon a third medical doctor to submit a report to the County or the Sheriff and the employee, and the decision of such third Party will be binding on both Parties. The expense of the report of the third Party shall be borne equally by the County and the employee. The employee shall make himself/herself available to the County or Sheriff's physician for examination at a time set by the physician.

ARTICLE 18

LIFE INSURANCE AND DISABILITY INSURANCE

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

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

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

ARTICLE 19
FUNERAL LEAVE

Section 1. Compassionate (Funeral) Leave. If a death occurs among a member of an employee's immediate family, the employee will be excused from work to attend the funeral and make other necessary arrangements from the date of death until the day after the funeral, up to a maximum of five (5) days, three (3) of which will be with pay and, if necessary, two (2) additional days to be charged against earned sick leave 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 Division members of the bargaining unit of the Fraternal Order of Police for the following functions:

- A. One (1) person for five (5) days every other calendar year to attend F.O.P. national meetings.
- B. Two (2) persons for three (3) days to attend the F.O.P. State of Michigan meetings each calendar year.

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

Section 3. Up to two (2) members, if said members are duly elected members of the F.O.P. Executive Board, shall receive paid time off to attend to Lodge affairs directly concerning Ingham County Unit employees of no more than six (6) hours per week, per member. This time off shall be accumulative to no more than twenty-four (24) hours, per member, if such members are scheduled to work. Time taken off in accordance with this section shall be upon approval of the Sheriff, and his decision shall not be subject to the grievance procedure.

Section 4. Division members who are duly elected officials in the F.O.P. Lodge or Division shall be allowed reasonable time at and from their work stations during normal working hours when required to participate in special meetings without any loss of pay as provided in ARTICLE 7 herein.

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

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

ARTICLE 21

RETIREMENT

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

Section 2.

- A. Employees who have retired since January 1, 1971, are immediately eligible for retirement benefits, and who have met the vesting requirements with Ingham County service only, 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, are immediately eligible for retirement benefits, and who have met the vesting requirements with Ingham County service only, shall be provided single subscriber health and hospitalization coverage. Retirees shall receive the same health coverage options as active employees, if available, as set forth in Article 16. Retirees can pay for their spouse's coverage under the conditions established by the County. If a coverage is no longer available, the retiree must select from what is available and pay the difference in cost, if any.
- C. Effective as of January 1, 2003, non-County employment shall not count towards vesting for Ingham County retirement.
- D. In the event a retiree wishes to cover his or her spouse, he/she may do so by prepaying the County the difference between the applicable two-person rate and the appropriate benchmark amount.
- E. Retirees may purchase, at the County's cost, dependent health, dental and optical insurance.

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, who are immediately eligible for retirement benefits, and who have met the vesting requirements with Ingham County service only, 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. The use of fatigues will be set by policy.

Section 2. 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 Correction Officer. Effective upon execution of this Agreement, the dry cleaning and laundering allowance shall be increased to Three Hundred Seventy-Five Dollars (\$375.00) annually for Corrections Officers. Said sum shall be payable at the end of each calendar quarter, commencing January 1, 2003. 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 Correction Officers, compensated up to the stated annual maximums. Effective upon execution of this Agreement, this dry cleaning and laundering allowance will be determined on the basis of Thirty-One and 25/100 Dollars (\$31.25) per month for Correction Officers, compensated up to the stated annual maximums.

Section 3. Cleaning allowances provided for hereunder shall be prorated when employees are on an unpaid leave of absence.

Section 4. 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 5. Damage Allowance. The County shall pay, upon approval of the Sheriff, the following personal items damaged or destroyed in the line of duty when such damage or destruction is not due to the employee's own negligence:

- A. Fifty percent (50%) of the depreciated value of watches up to a maximum of Twenty-Five Dollars (\$25.00).
- B. Fifty percent (50%) of the depreciated value of shoes, up to a maximum of Twenty-Five Dollars (\$25.00).
- C. Fifty percent (50%) of the depreciated value of corrective lenses, up to a maximum of Two Hundred Dollars (\$200.00). This payment shall include only the cost of the corrective lenses, and not the cost of examination or re-examination.

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

ARTICLE 23

AUTOMOBILES AND EQUIPMENT

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

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

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

Section 4. The Employer shall provide patrol vehicles equipped with air-conditioning.

Section 5. Every employee covered by this Agreement who is required to carry a firearm while on duty shall be provided, if requested, with thirty (30) rounds of practice ammunition per month. The County will provide the initial thirty (30) rounds of brass; however, if the employee loses the brass, he/she must either replace or pay for the lost brass.

ARTICLE 24**PARKING AND TRAVEL**

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

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

- A. All employees required to drive their own motor vehicle in the course of their employment with the County shall be paid pursuant to the IRS rate. Mileage accumulations shall be figured on a monthly basis. Any changes in the standard IRS mileage reimbursement rate, either upward or downward, shall be effective prospectively only from and after the first full calendar month after the IRS publicizes such a change in writing.
- B. Mileage shall always be figured on the basis of the shortest distance between the point of departure and the destination.
- C. There shall be a short explanation given on all claims made to the Board of Commissioners for reimbursement of expenses for all trips.
- D. The place of employment shall be the Ingham County Jail in Mason, but no employee shall be paid mileage for going to and/or returning from work.

ARTICLE 25

WAGES

Section 1. Effective Date. The wages for employees covered by this Agreement shall be paid in accordance with the Salary Schedule in ARTICLE 39, and those wage rates shall become effective 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.

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. 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.

Section 4. 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.

ARTICLE 26**PROBATIONARY PERIOD**

Section 1. When a new employee is hired as a Corrections Officer, he/she shall be considered a probationary employee for a period of twelve (12) months. The Division may represent him/her only for rates of pay, wages, and numbers of hours of employment and not for matters concerning discipline and/or discharge of a probationary employee. Probationary employees may be disciplined or terminated with or without cause within the sole discretion of the Sheriff.

Section 2. After termination of the initial probationary period, employees who are transferred or promoted out of the bargaining unit are subject to an additional probationary period as specified in the applicable labor contract. The Sheriff has the right while the promoted/transferred employee is on probation to return that person to his/her former corrections position within six (6) months without loss of seniority, 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
GRIEVANCE PROCEDURE FOR THE
INTERNAL OPERATIONS OF THE DEPARTMENT

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

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

If the grievance is not resolved, either the alleged aggrieved Party or the Party against whom the grievance is lodged may present the grievance to the next superior officer in line and the same steps shall be followed until such time as a grievance is resolved or submitted to the Sheriff for his disposition. An appeal of the Sheriff's decision regarding only discipline of a five (5) day suspension without pay or any lesser discipline may proceed to arbitration in conformity with ARTICLE 8. The only appeal from the Sheriff's decision regarding discipline exceeding a five (5) day suspension without pay shall be to a court of competent jurisdiction or pursuant to a Veteran's Preference hearing or, if an employee alleges he/she was disciplined or discharged due to Association activities, in such event, said employee can appeal to the Michigan Employment Relations Commission. Said appeal shall be within ninety (90) days of the Sheriff's decision for court action and within statutory limits for Veteran's Preference hearing and for a MERC hearing.

Section 3. 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 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.

Section 4. 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.

ARTICLE 30
COST OF LIVING

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

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

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 31**DENTAL INSURANCE**

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

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

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

Section 2. 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 32

WORKER'S COMPENSATION

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

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

- A. The maximum time an employee may use accumulated sick leave while on worker's compensation is fourteen (14) weeks.
- B. Employees shall not accumulate sick leave or vacation time while off work on worker's compensation. All other fringe benefits shall terminate after an employee is not at work and on worker's compensation for ninety (90) calendar days.
- C. Employees who have accumulated eighty (80) hours of sick leave and up to four hundred (400) hours are permitted to use their accumulated sick leave as a supplement to worker's compensation so that they will receive approximately eighty percent (80%) of their normal straight-time pay.
- D. Employees who have seventy-nine (79) hours of accumulated sick leave or less shall not be entitled to utilize this section.
- E. Employees who have accumulated sick leave of four hundred one (401) hours or more may use their accumulated sick leave so as to receive one hundred percent (100%) of their actual net pay of their normal straight-time pay.
- F. The eighty percent (80%) and one hundred percent (100%) wages noted above shall be gross wages minus normal tax deductions and other deductions.

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

ARTICLE 33

UNEMPLOYMENT BENEFITS

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

ARTICLE 34**JURY DUTY**

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

EXAMPLE:

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

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

ARTICLE 35

LEAVES OF ABSENCE

Section 1. General Provisions.

- A. **Leave of Absence Without Pay.** An employee taking an approved leave of absence, for any reason, will be allowed to continue his/her group life insurance coverage for sixty (60) calendar days if he/she pays the monthly premium, and group health insurance coverage for ninety (90) calendar days if he/she pays the monthly premium. The County's group premium rates will terminate after sixty (60) calendar days for life insurance coverage and after ninety (90) calendar days for health and hospitalization coverage, but the employee may, at his/her own expense, convert both insurances into individual policies at appropriate non-group premium rates under the guidelines established by the insurance carriers. Upon returning to active employment, the employee will again be provided with the regular insurance benefits. No other insurance benefits will continue during said leave.

Vacation, holidays, sick leave and other fringe benefits which have been earned prior to an approved unpaid leave of absence will be retained, but such benefits will not accumulate during the leave of absence.

- B. **Leave of Absence With Pay.** The County will continue to pay the monthly premiums for life insurance coverage, dental coverage, and hospitalization coverage as per County guidelines.
- C. Absence from work that exceeds three (3) work days without the proper notice to the employee's supervisor shall be considered to be a voluntary termination of employment.
- D. Vacations, holidays, leave on account of sickness, and other fringe benefits which have been earned prior to an approved leave of absence will be retained, but such benefits will not accumulate during a leave of absence.

- E. An employee on an unpaid medical leave of absence will be eligible for a longevity payment on a prorated basis, except for the initial payment.

Section 2. Military Leave.

- A. An employee will be allowed a military leave of absence as mandated by state and/or federal laws.
- B. An employee on a military leave of absence must bring a copy of his/her military orders to report for induction and apply for such leave at the Personnel Office. Any employee desiring to return to County employment must bring a copy of his/her separation papers (DD-214) or discharge to the Personnel Office within ninety (90) days following honorable separation from active military service in the original induction period and make an application for reinstatement of employment.

Section 3. Military Reserve Leave of Absence. Upon presentation of official orders requiring reserve training, a regular full-time employee who is a member of an armed forces reserve unit may be granted a leave of absence for such time as is required to engage in an annual reserve training program. Upon presentation by the employee of appropriate compensation records identifying the dates of payments made for the training program, the County shall pay the difference between the compensation received for the reserve training and the compensation that would have been received had the employee worked as scheduled for up to ten (10) working days annually. In the event that the annual reserve training program required for an employee exceeds the ten (10) days specified above, the additional days shall be granted as a leave of absence without pay (or charged against the employee's accumulated vacation leave if requested by the employee).

Section 4. Special Leave. The Sheriff may authorize an employee to be absent without pay for personal reasons for a period, or periods, not to exceed a total of ten (10) working days in any calendar year. In such instances, the Sheriff will notify the Controller's Office to discontinue payment of salary to the employee during the absence. Upon prior approval of the Human Resources Director, the Sheriff may authorize unpaid special leaves of

absence for any period, or periods, not to exceed a total of ninety (90) days in any calendar year, for personal reasons. Under unusual circumstances, the Administrative Services/Personnel Committee may approve one ninety (90) day extension.

Section 5. Extended Leave. Upon exhaustion of all sick leave accumulations, an employee disabled by illness, injury or pregnancy, substantiated by proper medical evidence, may be granted by the Sheriff an unpaid leave of absence up to one (1) year.

An employee medically able to return to work would bump back into the bargaining unit based upon his/her seniority and his/her ability to perform, as determined by the Sheriff.

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

ARTICLE 36**INTERNAL AFFAIRS FILES**

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

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

ARTICLE 37**LIABILITY INSURANCE**

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

ARTICLE 38**SHIFT-PREFERENCE**

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

Employees may be permitted to trade days off as follows: In order to trade days off, twenty-four (24) hour prior written notice by both employees must be provided to the Captain or his/her designee. The Captain or his/her designee will then determine whether or not he/she will permit the trading of days off. In addition, employees may, with the approval of their Captain or his/her designee, trade a twenty-eight (28) day or portion of a twenty-eight (28) day shift period provided there is a twenty-eight (28) day written notice signed by both employees which is provided to the Captain or his/her designee and is subject to the Captain or his/her designee's approval. The trading of days off or the trading of twenty-eight (28) day shifts or portions thereof will not be permitted under any circumstances where it results in overtime compensation. A denial of the request of the employees by a Captain or his/her designee, may be appealed to the Sheriff whose decision regarding the matter shall be final

and binding on all the Parties and shall not be subject to the grievance procedure and/or arbitration and/or any other appeal.

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

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

All Corrections employees will be permitted to select their pass days from the schedule under the following provisions:

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

and the third third, first choice the third shift (twenty-eight (28) days) of the quarter.

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

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

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

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

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

ARTICLE 39**SALARY SCHEDULES****Section 1. Salary Schedule.**

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

CORRECTIONS OFFICERS

	Effective 1-1-2006 2006 Rates	Effective 1-1-2007 2007 Rates	Effective 1-1-08 2008 Rates
Step 1	32,345	33,154	34,149
Step 2	41,174	42,203	43,469
Step 3	43,757	44,851	46,197
Step 4	46,716	47,884	49,321
Step 5	50,915	52,188	53,754

Section 2. Implementation.

- A. The above salary schedules shall be effective as indicated. No retroactive payment and benefits will be made unless the employee is employed upon the date of ratification of this Agreement by both Parties.
- B. **Special Compensation for Paramedics.** Non-assigned paramedics shall receive a One Hundred Fifty Dollars (\$150.00) payment for each year of the contract.

Section 3. Overpayments. Any undisputed overpayment of compensation discovered no later than twenty-eight (28) days from the date of overpayment shall be repaid through payroll deduction. The Employer reserves the right to recoup any overpayments discovered after the twenty-eight (28) day period according to law. The Employer and employee shall attempt to negotiate a repayment schedule. If the parties are unable to agree on a repayment schedule, the Employer may deduct up to five percent (5%) of an employee's

gross bi-weekly pay.

ARTICLE 40
AUTOMOBILES

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

ARTICLE 41

PROMOTIONAL PROCEDURES

Section 1. Requirements for All Applicants and Positions.

- A. Minimum requirements for positions shall be posted by the Ingham County Human Resources 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 Human Resources 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 Human Resources, 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. 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 42

PERSONAL LEAVE

Section 1. On an annual basis, each eligible employee shall receive forty-nine (49) 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 43**I.R.S. SECTION 125**

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

- A. Medical and hospitalization expenses.
- B. Dependent care programs.
- C. Employee payroll deductions for health care premiums.
- D. Effective January 1, 2004, or as soon thereafter as reasonably possible, 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 44

CONTRACT COPIES

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

ARTICLE 45

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 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.

Section 3. The Ingham County Sheriff's Office shall be solely responsible for all costs incurred in conjunction with random testing and reporting. Ingham County Sheriff's Office shall be solely responsible for costs in conjunction with 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 similar guidelines used by U.S. Department of Transportation. The Ingham County Sheriff's Office shall have the responsibility for selecting an agency that will properly conduct the drug test and furnish reliable results. The agency selected must also provide the ancillary services needed, including specimen retention of "positive" samples for five (5) years. The laboratory shall have the capability of timely providing hard copy reports of specimen analysis.

Section 5. 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 6. All laboratories must be approved by the Substance Abuse and Mental Health Services Administration of the Department of Health and Human Services (SAMSHA, DHHS).

Section 7. 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 8. 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 Donor section of the form. This section shall be signed by the Donor and sent to the Medical Review Officer (MRO).
- D. Both the COLLECTOR and the Donor will initial the security seals that are placed over the primary and split sample specimen containers. The collection site person shall instruct the employee to provide at least 45 ml of urine under the split sample method of collection.
- E. The donor shall urinate into a collection container or a specimen bottle capable of holding at least 60 ml.
- F. The collection site person, in the presence of the 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.
- H. The COLLECTOR will place both the primary and split specimens into mailing container.
- I. Both bottles shall be delivered in a single shipping container, together with copies 1, 2 and the split specimen (3) copy of the chain of custody form, to the laboratory.
- J. If the test result of the primary specimen is positive, the employee may request that the Medical Review Officer (MRO) direct that the split specimen to 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.

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.

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 who has the knowledge of substance abuse disorders and has 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 that has tested positive. The MRO will afford the employee the opportunity to discuss the test result.

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).

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 management official and report the positive test. 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.

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

EFFECTIVE DATE

This Agreement shall become effective on the 1st day of January, 2006, and shall continue in full force and effect until December 31, 2008, 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, 2008.

IN WITNESS WHEREOF, the Parties have executed this Agreement by their authorized representative this _____ day of _____, 2006.

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

COUNTY OF INGHAM

, President

Victor G. Celentino, Chairperson
Board of Commissioners

, Member

Gene Wriggelsworth, Sheriff

, Member

, Member

Thomas Krug, Lodge #141
Executive Director