

AGREEMENT

between

INGHAM COUNTY

and

GENE L. WRIGGELSWORTH, INGHAM COUNTY SHERIFF

and

FRATERNAL ORDER OF POLICE

INGHAM COUNTY DIVISION

for

SUPERVISORY OFFICERS

July 1, 2005 - June 30, 2009

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PREFACE

The County of Ingham, Gene L. Wriggelsworth, Sheriff of Ingham County and the Fraternal Order of Police, Capitol City Lodge No. 141, Ingham County Supervisory Division of the Ingham County Sheriff's Office, recognize their moral and legal responsibilities under federal, state, and local laws relating to fair employment practices.

The County, Gene Wriggelsworth, Sheriff of Ingham County, 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, color, religion, national origin, age, sex, height, weight, marital status, or handicap as required by law.

AGREEMENT

THIS AGREEMENT is entered into this _____ day of _____, 2006, by and between the COUNTY OF INGHAM, hereinafter referred to as the "COUNTY", Gene Wriggelsworth, the Sheriff of Ingham County, hereinafter referred to as the "SHERIFF", and the FRATERNAL ORDER OF POLICE, Capitol City Lodge No. 141, Ingham County Sheriff's Office, Supervisory 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 in connection therewith, 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:

- A) Captain
- B) Lieutenant
- C) Sergeant

ARTICLE 2

MANAGEMENT RIGHTS

Section 1. The parties recognize that the Sheriff has the sole and exclusive authority to manage and direct his work force, including but not limited to discipline and discharge, as defined in Article 9 of this Agreement, and to manage and operate departmental affairs.

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

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. If there are any conflicts between this contract and the departmental rules and regulations, the terms of this contract shall prevail.

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 expressly provided herein.

Section 5. 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 on County premises.

ARTICLE 4

PAST PRACTICES

There are no agreements which are binding on any of the parties other than the written agreements enumerated or referred to 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 regular monthly Division dues are Forty-eight and 41/100 Dollars (\$48.41) for Sergeants, Fifty and 80/100 Dollars (\$50.80) for Lieutenants, and Fifty-three and 51/100 Dollars (\$53.51) for Captains and the representation fee is Twenty-three and No/100 Dollars (\$23.00); however, the Division, pursuant to its Constitution and Bylaws, may raise the dues accordingly.

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

Section 3. Dues Checkoff. 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 checkoff 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/she 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 notarized written notice to the County Human Resources Director of the amount of Division dues or representation fee to be deducted from the wages of employees in accordance with the Article and any change in said amount. Further, the Division shall provide the County Human Resources Director with a copy of the Division's resolution making any said change and a list of all affected employees. Any change 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 or 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 under this Article. The Division assumes full responsibility for the disposition of the deductions so made once they have been sent to the Division.

CHECK-OFF AUTHORIZATION FORM

Fraternal Order of Police, Lodge #141, Ingham County Division

**VOLUNTARY CHECK-OFF AUTHORIZATION
CAPITOL CITY LODGE 141**

Print _____
 Last Name First Name Middle Initial

I certify that Capitol City Lodge 141, Fraternal Order of Police is my designated collective bargaining representative and I hereby authorize and direct to my employer _____ to deduct from my earnings during this month and each successor month an amount determined by Capitol City Lodge 141, and request that this amount be forwarded to the Treasurer of Capitol City Lodge 141.

This authorization and direction shall be irrevocable for the period of the joint bargaining agreement between Lodge 141 and my employer, and I agree and direct that this authorization and direction shall be automatically renewed with each succeeding applicable joint bargaining agreement between the Lodge and my employer, unless written notice is given to the Lodge and my employer by me.

DATE: _____ SIGNATURE: _____

ARTICLE 6

DIVISION AND COUNTY BARGAINING COMMITTEE

Section 1. The Bargaining Committee of the Division will include no more than three (3) employees of the Ingham County Sheriff's Office, and in addition thereto, may include not more than one (1) non-employee representative and two (2) representatives 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. The Bargaining Committee of the County will not include more than four (4) authorized representatives of the County, and in addition thereto, may not include more than two (2) authorized representatives of the Sheriff's Office. Those members of the County Bargaining Committee who have been identified as "authorized representatives" shall be presumed to have the authority to negotiate on behalf of the County.

Section 3. Employee members of the Division Bargaining Committee 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 4. 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 may be comprised of Division members or Division representatives or Fraternal Order of Police, Lodge No. 141 representatives or any combination thereof.

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 9, Section 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 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. 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 to discuss the grievance. The Sheriff, or the person acting in said capacity, will then answer the grievance in writing within ten (10) days from the date of the meeting at which the grievance was discussed.

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

Resources Director shall be arranged to discuss the grievance submitted. Said meeting shall be held within ten (10) days from the date the Human Resources Director received said grievance. The Human Resources Director shall answer the grievance within ten (10) days of the date of the meeting at which the grievance was discussed.

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

STEP 3: If the decision is unsatisfactory to the employee, said grievance may be submitted 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 4 shall be paid equally by the County and the employee.

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

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

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

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

Section 7. The Division agrees to exclude from the arbitration procedure all disputes between the employees and the insurance carriers or the retirement system that do not arise out of unilateral changes in coverages or benefits during the contract period.

ARTICLE 9

DISCIPLINE & DISCHARGE

Section 1. Matters of discipline and discharge shall be determined by the Rules and Regulations of the Sheriff's Office and by the General Orders issued by the Sheriff.

Section 2. All occurrences of discipline or discharge shall be grievable pursuant to Article 10 of this contract.

Section 3. No occurrence for which an employee has not previously been formally disciplined may be used in a discipline or discharge action after two (2) years from the date of such occurrence, except for determination as to the type and extent of discipline to be enforced upon a finding of wrongdoing. Notices of discipline shall be removed from the employee's personnel file after three (3) years.

Section 4. All employees shall retain the right of demanding a Departmental Trial Board as provided for in the Sheriff's Office Rules and Regulations.

ARTICLE 10

GRIEVANCE PROCEDURE FOR THE INTERNAL OPERATIONS OF THE SHERIFF'S OFFICE

Section 1. Discipline and discharge shall be for just cause, except during an initial probationary period. A grievance under the internal operations of the Sheriff's Office is defined as a claim reasonably and sensibly found to be a violation of the Sheriff's Office 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 in writing to the Sheriff within ten (10) days after the grievance is known or should have been known. A grievance shall not be considered submitted until received by the Sheriff or his representative. A meeting shall be arranged within ten (10) days from receipt to discuss the grievance between the employee and/or his/her representative, the Sheriff, and other necessary parties. The Sheriff shall, within ten (10) days of said meeting, submit his written response to the grievant and the division. Any time limits set forth herein may be waived by mutual consent of both parties.

In the event the Sheriff is out of town when a grievance arises, the foregoing time limitation shall not be applicable and the Sheriff shall have ten (10) days from the date of his return to call a grievance meeting.

Section 3. An appeal of the Sheriff's decision regarding only discipline of a forty (40) hour 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 forty (40) hour suspension without pay shall be within ninety (90) days to a court if competent jurisdiction or a veteran's preference hearing, if the aggrieved party is a veteran, or if an employee alleges that he/she was disciplined or discharged due to division activities, in such event, said employee may appeal the grievance to the Michigan Employment Relations Commission. Appeals shall be submitted within the statutory limits for both veteran's preference hearings and for Michigan Employment Relations Hearings.

Section 4. 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 5. 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.

ARTICLE 11

SERVICE ECONOMICS

Section 1. "Service" for economic and fringe benefit purposes shall mean the status attained by continuous lengths of service as an employee of the County of Ingham.

Section 2. The County shall maintain a position allocation chart of the bargaining unit employees and shall furnish a copy to the Division representative each time that portion of the position allocation chart relating to bargaining unit employees is updated, and shall further provide a copy of such chart at least annually.

Section 3. Service as referred to in this Agreement is exclusive of and distinguishable from service or seniority used for lay-off and recall purposes, as referred to and defined in Article 29.

ARTICLE 12

HOURS AND RATES OF PAY

Section 1. Supervisors covered by this Agreement are required to be on duty a minimum of eighty (80) hours every fourteen (14) day period. Such hours shall include the lunch break.

Section 2. Supervisors covered hereunder shall be paid on a bi-weekly rate (fourteen consecutive calendar days) for their work according to the pay schedules incorporated within this Agreement.

Section 3. Supervisors who are required to work greater than eighty (80) hours within a fourteen (14) consecutive calendar day period are eligible to receive additional compensation for such hours worked. They shall have the option of receiving a monetary payment at one and one-half times their hourly rate or receiving paid time off equal to one and one-half times their hourly rate in lieu of such monetary payment, with approval by the Sheriff.

If an employee is called back to work after completion of a regular work period, they shall be compensated for a minimum of two (2) hours of overtime at the rate of time and one-half, and all hours subsequent shall be paid at the rate of time and one-half.

Section 4. Work beyond a Supervisor's regular shift shall be authorized by the Supervisor's immediate superior 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 Supervisor's immediate supervisor.

Section 5. When an off-duty Sergeant, Lieutenant, or Captain is required to spend time in court, or at a License Appeal Board, Liquor Control Board Hearing or any other required hearings as approved by the Sheriff, arising out of his/her employment and 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. 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. Provisions of this Article regarding overtime shall not apply when a Supervisor 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 a Supervisor on such a trip will be eligible for straight time pay on his/her regular shift basis.

Section 7. Employees called back to work shall be compensated pursuant to Section 3 herein. Employees placed on an on call status shall be considered to have been called back for a minimum of two (2) hours, which shall include any time spent by the employee to pick up necessary equipment from the Sheriff's Office that he/she is required to have while on an on call status. An employee called back from an on call status shall be compensated pursuant to Section 3 herein for time in excess of the two (2) hours minimum.

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. Employees shall receive a lump sum bonus following completion of their probationary period upon presentation of satisfactory proof of education 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 bachelors 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.

All bonuses under this section shall be paid in a lump sum during the December following the date upon which conditions have been met. Employees shall not be eligible for this educational bonus for any prior educational achievement, including any academic credits or degrees attained, for which the employee was previously compensated by the County pursuant to any educational bonus provision in any other collective bargaining agreements, and any educational achievements attained prior to their employment with the County in a position covered by this collective bargaining agreement.

Section 10. Temporary Assignments.

A. Non-bargaining unit employees who are assigned to replace an employee on a leave of absence or on workers' compensation shall be considered temporarily

assigned employees and shall not attain seniority in the unit and shall not be covered by the terms of this contract.

B. When an employee in the bargaining unit is qualified for and is temporarily assigned by the Sheriff in writing to perform the majority of the duties and responsibilities in a position of a higher class or rank within the bargaining unit for at least one full pay period, such employee shall receive an increase of a minimum of five percent (5%) to a maximum of ten percent (10%) more than his/her current annual wage, except in the event that step one of the new class is ten percent (10%) above the current annual wage said employee shall be placed in step one of the new class.

C. Temporarily assigned employees may remain in the temporary assignment for the duration of the regular employee's absence, not to exceed two (2) years. If a temporarily assigned employee is eventually hired into the position they were temporarily filling, the normal hiring procedures will be followed to determine the regular compensation rate and seniority shall commence effective the date of hire into the regular position.

D. Temporary assignments to the position of Lieutenant shall be made from those employees currently in this bargaining unit holding the position of Sergeant. Temporary assignments to the position of Captain, shall be made from those employees currently in this bargaining unit holding the position of Lieutenant.

E. Employees not granted a request for a temporary assignment will be given a verbal reason by Management for not receiving the assignment, with a Union representative present. The assignment decision will not, in any case, be subject to the grievance procedure.

Section 11. Dog Handlers. Dog handlers will receive fifteen (15) minutes of overtime per scheduled working day as compensation for care of their dog while it is assigned to him/her and living with him/her. This compensation shall be provided as overtime pay or compensatory time as set forth in Article 12, Section 3.

ARTICLE 13

VACATIONS

Section 1. All permanent employees who have completed at least six (6) months of continuous service with the County are eligible for compensated annual leave. Following six (6) months of employment, an employee may apply to use any credited vacation hours, but vacation hours may not be used prior to the payroll period in which they are earned according to the vacation schedule below. An employee's vacation credit accumulation rate shall be based upon the length of continuous service, and the amount of vacation leave earned each payroll period by each full-time employee shall be according to the following schedule:

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

Section 2. Vacation leaves shall be scheduled by the Sheriff in accordance with the operating requirements, and, where possible, with the written request of the employee. The amount of vacation leave charged to an employee during an annual leave will be equal to the number of regularly scheduled hours that would otherwise have been worked during the period of absence on such leave. A maximum of three hundred sixty (360) hours vacation leave may be accumulated.

Section 3. Absence due to an employee's medically verified illness or disability in excess of previously accumulated sick leave hours may be charged against vacation credits at the employee's request.

Section 4. An employee whose service with the County terminates before the completion of six (6) months of work, shall receive no vacation pay. An employee who has worked over six (6) continuous months will receive a lump sum payment for any unused vacation due him/her if he/she provides two weeks written notice prior to voluntary termination.

Section 5. The Sheriff shall keep a record of vacation credit; employees shall have access to records of their vacation eligibility and vacation days used.

Section 6. Vacation requests shall be approved by the employee's immediate superior and by the Sheriff. Requests shall be granted on the basis of seniority (Article 29, Section 4) if the request is made at least sixty (60) days in advance of the time requested. Requests made on less than a thirty (30) day notice shall be granted on a "first come, first served" basis. The Sheriff reserves the right to deny vacation requests due to manpower shortages.

Section 7. In the event that an employee's vacation request is denied due to manpower shortages, and the employee is scheduled to continue working so that he/she would then accrue vacation time beyond the Three Hundred (300) hour maximum accumulation limit, and, further, provided that the employee's vacation request is submitted more than One Hundred Sixty (160) days prior to the date upon which the employee's vacation accumulations would exceed the Three Hundred (300) hour maximum accumulation point then, in such case, said employee shall be permitted to carry over the excess earned vacation hours, or, if mutually agreeable between the County and the employee, the employee may be paid monetary compensation at a time and one-half rate for the vacation time that would be lost due to the 300 hour accumulation limit.

In the event that such a timely initial vacation request is denied, the employer shall have the right to schedule such an employee for vacation time during the sixty (60) day period immediately prior to the point at which the employee would accumulate in excess of Three Hundred (300) hours pursuant to this subsection, as such employee shall receive priority in vacation scheduling as to that vacation time in excess of Three Hundred (300) hours notwithstanding anything in Section 6 above to the contrary.

ARTICLE 14

HOLIDAYS

The following holidays shall be recognized by the Employer during the term of this contract:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
President's Day	Veteran's Day
Good Friday	Thanksgiving Day
Memorial Day	Friday after Thanksgiving Day
Independence Day	Christmas Day

Section 1. Employees who are not required to work on the above recognized holidays shall be paid eight (8) hours of pay at their regular rate for the holidays. Holiday pay will be paid in the employees' paycheck after each holiday.

Section 2. Employees scheduled to work any of the above holidays shall be compensated at the rate of one and one-half (1 1/2) times their regular hourly rate of pay for all hours worked in addition to receiving eight (8) hours of holiday pay at their regular rate of pay in accordance with Section 4.

Section 3. Except for employees regularly scheduled to work on a shift basis, when a holiday listed above falls on a Saturday, the preceding Friday shall be observed as the legal holiday, and when the legal holiday falls on Sunday, the following Monday shall be observed as the legal holiday.

Section 4. When a holiday falls within an employee's vacation period and the employee is absent from work because of vacation, the employee will receive compensation for that day as a holiday, and the day will not be considered as a vacation day.

Section 5. Employees who are on shifts and do not receive a day off due to the occurrence of a holiday, shall receive an additional eight (8) hours pay at their regular rate as compensation for such holiday.

Section 6. To be eligible for holiday pay, an employee must work the last scheduled day before and the first scheduled day after the holiday (plus the holiday, if scheduled) unless the absence has been previously approved by his/her department head.

Section 7. Employees shall be entitled to the preceding day off with pay, whenever Christmas and New Years Day falls on Tuesday, Wednesday, Thursday or Friday. Those who are required to work shall be paid in accordance with Section 2 above.

Section 8. In addition to those holidays designated in the preceding sections, an employee shall be entitled to having eight (8) hours of paid time off on his/her birthday should it fall on a scheduled work day. If the employee's birthday is on a scheduled pass day, the employee shall receive another eight (8) hours of paid time off within twenty-eight (28) days as mutually agreed between the Sheriff, or his designee, and the affected employee.

ARTICLE 15

LONGEVITY

Section 1. All regular full-time employees, having completed six (6) years of continuous permanent employment prior to December 1st, shall be eligible to receive a longevity bonus for service with the County. Payments to employees who become eligible by their date of hire, 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 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 leave of absence, upon return to active employment, will receive the past due longevity payment on a prorated basis.

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 11 years	5% of annual wage
11 or more, but less than 14 years	7% of annual wage
14 or more years	9% of annual wage

Section 3. 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 4. By November 1st of each year, the Sheriff shall furnish Financial Services 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. Financial Services 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 revision

necessary; inform the Sheriff; and provide one list of approved longevity payments to the Controller. The Controller shall authorize payment pursuant to County procedures. A copy of the list approved by Financial Services shall also be forwarded to the Division Representative.

ARTICLE 16

SICK LEAVE

Section 1. Each regular full-time employee covered hereby shall earn sick leave credits at the rate of four and one-half (4.5) hours with pay for each completed bi-weekly payroll period of active employment.

Section 2. Unused sick leave credits shall be cumulative to a maximum of 1,920 hours.

Section 3. An employee eligible for sick leave may use such leave upon approval of the Sheriff for absence due to illness, injury, exposure to contagious disease or death in the employee's immediate family, in accordance with the applicable provisions contained in Article 26. An employee taking sick leave shall inform his/her immediate supervisor of the fact and reason therefore within the first one-half (1/2) hour of the regular shift of said employee. Failure to do so may cause the denial of pay for the period of the absence, and/or discipline. The Sheriff may require proof of medical treatment when he/she deems it appropriate.

Section 4. Absence for a fraction or a part of a day that is chargeable to sick leave in accordance with these provisions shall be charged proportionately in an amount no smaller than one hour.

Section 5. Upon resignation or dismissal from County Service, all sick leave credits shall be canceled and shall not be paid for, and shall not be reinstated if said person is re-employed, unless ordered by a court pursuant to a Veterans Preference Hearing.

Section 6. Upon retirement or death of the employee, accumulated sick leave credits shall be compensated for on the basis of one-half (1/2) of accumulated unused sick leave and paid at the employee's current rate of pay, not to exceed eight hundred (800) hours.

Section 7. Each employee covered by this Agreement will be allowed twenty-four (24) hours with pay, which will be taken from their accumulated sick leave credits, which can be used for the purpose of attending to or caring for personal matters. Prior approval must be obtained from the Sheriff for the days requested.

Section 8. Annual Cash-Out Option. An employee, who so elects in writing, shall be paid for one-half (1/2) of the balance of the sick leave credit earned but unused during the twelve (12) month period commencing May 18, 2002, through May 16, 2003; May 17, 2003, through May 14, 2004; and May 15, 2004, through May 13, 2005, at the

base rate of compensation in place at the end of the sick pay year, to a maximum of forty (40) hours. The remainder of the employee's sick leave balance shall accumulate as set forth in Section 2 of this article. When payment option is selected by an employee, said payment shall be no later than June 30 of that particular year.

ARTICLE 17

HOSPITALIZATION - MEDICAL COVERAGE

Section 1. Health Insurance.

Effective January 1, 2005:

A. Health Insurance Program.

Effective January 1, 2005, 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. Employees must elect the "Prescription Plan 1" as developed and approved by the Joint Health Care Cost Containment Committee. Prescription as follows:

Prescription Drug Plan 1: Prescription drug copayments for generic drugs will be \$0.00. Prescription drug copayments for brand drugs will be 20%, but not less than \$15.00 nor more than \$35.00. Maximum out-of-pocket expenses for drugs for each health care plan participant contract will be \$1,1000.00 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 2:

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

Prescription drug coverage will be provided by the EMPLOYER through a pharmacy benefits manager. Employees must elect the "Prescription Plan 1" as developed and approved by the Joint Health Care Cost Containment Committee. Prescription as follows:

Prescription Drug Plan 1: Prescription drug copayments for generic drugs will be \$0.00. Prescription drug copayments for brand drugs will be 20%, but not less

than \$15.00 nor more than \$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 3:

Health Advantage - High Plan

Prescription drug coverage will be provided by the EMPLOYER through a pharmacy benefits manager. Employees must elect the "Prescription Plan 1" as developed and approved by the Joint Health Care Cost Containment Committee. Prescription as follows:

Prescription Drug Plan 1: Prescription drug copayments for generic drugs will be \$0.00. Prescription drug copayments for brand drugs will be 20%, but not less than \$15.00 nor more than \$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 4:

Health Advantage - Low Plan

Prescription drug coverage will be provided by the EMPLOYER through a pharmacy benefits manager. Employees must elect the "Prescription Plan No. 3" as developed and approved by the Joint Health Care Cost Containment Committee. Prescription as follows:

Prescription Drug Plan 3: Prescription drug copayments for generic drugs will be \$2.00. Prescription drug copayments for brand drugs will be 25%, but not less than \$15.00 nor more than \$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. 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, 2005, 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	=	\$655.74
2-Person	=	\$584.24
Single	=	\$279.04
Retirees	=	\$295.64

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.

Effective January 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. When Coverage Begins. An employee shall become covered upon completion of the required forms and upon acceptance of him/her by the insurance carrier as a participant. The County shall pay, subject to the maximum limits above, a) the entire premium cost for full family coverage for each eligible full-time employee; b) the County shall pay the entire cost for single subscriber coverage for regular part-time employees regularly scheduled twenty (20) to twenty-nine (29) hours per week; and c) two (2) person coverage for part-time employees regularly scheduled thirty (30) to thirty-nine (39) hours per week.

Section 3. Authorized Payroll Deductions. The employee shall be required to authorize payroll deductions for premium cost for any optional coverage involving an additional premium cost selected at any time.

Section 4. Substitution of Carrier. The Employer reserves the right to substitute another carrier, provided the fundamental provisions of the above coverage will not be changed.

Section 5. Continued Coverage. Eligible enrolled employees and their beneficiaries may also continue as subscribers to this group program when required by Federal law and on a cash payment basis.

Section 6. 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 7. Spouse Coverage. For employees hired on or after February 13, 1991, in the event a husband and wife are both employees of the County, or any of the Courts of Ingham County, the payment provisions in lieu of health insurance coverage as stated under this Article shall be mandatory. Those employees shall not be permitted to have double health insurance coverage from the same or different options noted in this Article. Employees losing medical coverage from their spouse shall notify the Financial Services Department in time so that the employee may re-enroll in a health care plan beginning the first day of the month following the loss of alternate coverage.

Section 8. Alternative Plans. The Employer and the Union agree to negotiate on the addition of alternate health plans should the Employer so request of the Union or vice versa. However, such plans cannot be implemented without the mutual agreement of the parties.

In the event health insurance cost containment measures are identified following the date of ratification of this agreement, then the Union and the Employer agree to negotiate those measures so identified in good faith.

Section 9. Vision Insurance. Employer shall provide VSP. Standard Plan A Vision Insurance, or a vision plan of similar coverage for unit members who have completed six (6) months of employment, as soon as practical following ratification and execution of this Agreement.

ARTICLE 18

MEDICAL DISPUTE

In the event of a dispute involving an employee's physical or mental ability to perform his/her job that does not involve a work related injury or condition, and in the event 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.

Medical disputes concerning work related injuries shall be resolved pursuant to the law.

ARTICLE 19

LIFE INSURANCE

Section 1. Effective January 1, 1992, the County shall provide life insurance coverage for full-time employees with death benefits of not less than \$32,000.00. Such insurance shall include double indemnity \$64,000.00 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. Life insurance and accidental death and dismemberment benefits will follow the schedule below regarding active employees over age sixty-four (64):

Age 65 through 69 - benefit reduced to 65% of coverage
Age 70 through 74 - benefit reduced to 45% of coverage
Age 75 through 79 - benefit reduced to 35% of coverage
Age 80 through 84 - benefit reduced to 30% of coverage
Age 85 and over - benefit reduced to 25% of coverage

ARTICLE 20

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%

<u>Class II Benefits</u>	<u>Insurance Pays</u>	<u>Employee or Patient Pays</u>
Bridges, Partials and Dentures	50%	50%

Payment under this provision is limited to Eight Hundred Dollars (\$800.00) maximum per person, per contract year for Class I and Class II Benefits.

Section 2. New hire Probationary, Part-time, Special Part-Time and Temporary employees are not eligible for coverage.

ARTICLE 21

EMPLOYMENT INSURANCE

Section 1. Unemployment Insurance. 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.

Section 2. 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.

Section 3. Use of Accumulated Sick Leave When On Worker's Compensation. Employees in the bargaining unit are permitted to use accumulated sick leave while on worker's compensation provided as follows:

1. The maximum time an employee may use accumulated sick leave while on worker's compensation is twelve (12) weeks.
2. 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) days.
3. Employees who have accumulated 160 hours of sick leave and up are permitted to use their accumulated sick leave as a supplement to worker's compensation so that they will receive approximately 100% of their normal straight-time pay. However, in no case shall an employee receive in excess of their normal straight-time pay through funds received from any source while off work on workers' compensation, excepting funds received from individual insurance policies purchased privately by the employee.
4. Employees who have 159 hours of accumulated sick leave or less shall not be entitled to utilize this section. Provided, however, that if an employee has 160 hours at the time he/she incurs the injury for which they are off work and on workers' compensation, and the employee's accumulated sick leave is then used for absences related to that injury so it is less than 160 hours, the employee may then continue to use this section.
5. The 100% wages noted above shall be gross wages minus normal tax deductions and other deductions.

Section 4. Liability Insurance. The Employer shall continue to provide Police Professional Liability Insurance comparable to what it currently has (in effect 5/3/90) 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 22

COST OF LIVING ALLOWANCE

Full-time employees shall be eligible to receive a cost of living supplement of \$275.00 per quarter. Said employees shall be eligible to receive a cost of living supplement of \$275.00 paid on the same date as the second paycheck of the months of July and October, 2002; January, April, July, and, October of 2003 and 2004, January, April and July 2005.

This supplement shall be paid to all eligible employees who have been continuously employed and compensated by the Employer for the entire three (3) month eligibility period and are employed and compensated on the last regular scheduled working day of the quarter. This supplement shall be paid by a separate check.

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 2006. It is acknowledged that employees have received their quarterly COLA payments for 2005 and, therefore, will not be added to retroactive wage payments for 2005.

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 23

UNIFORMS AND EQUIPMENT

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 Supervisor.

Section 2. Clothing. Any Supervisor required to wear civilian clothing as a part of his/her duties shall receive a clothing reimbursement upon presentation of evidence of purchase(s) up to a maximum of \$650.00 annually. The verified purchase of the following items is covered by this section: suits, dresses, slacks, skirts, shirts, blouses, sport coats, ties and shoes. This clothing reimbursement will be determined on the basis of \$54.17 per month up to a maximum of \$650.00 annually. Effective July 1, 2006, the clothing reimbursement shall be \$675.00 annually, being \$56.25 per month. Effective July 1, 2008, the clothing reimbursement shall be \$700.00 annually, being \$58.33 per month. Effective January 1, 1997, captains and the staff services lieutenant shall be covered by this provision.

Section 3. Uniform Maintenance. A dry cleaning and laundering allowance shall be paid by the County, in the sum of Three Hundred Seventy-Five Dollars (\$375.00) annually for each supervisor and paramedic supervisor issued a uniform. Effective upon ratification of this Agreement, the dry cleaning and laundering allowance shall be Four Hundred Twenty-Five Dollars (\$425.00). Said sum shall be payable on the first payday after the end of each calendar quarter during the term of this Contract. Said payment shall be in a separate check and not subject to tax withholding provided an affidavit is provided to the Employer from the employee. 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. Effective upon ratification of this Agreement, the dry cleaning and laundering allowance will be determined on the basis of \$35.42 per month for uniform supervisors.

Section 4. An employee on paid or unpaid leave during the quarter that the cleaning or clothing allowance is paid, will be paid on a pro-rated basis for that quarter.

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 value of watches up to a maximum of twenty-five dollars (\$25.00).
- B. Fifty percent (50%) of the value of shoes, up to a maximum of twenty-five

dollars (\$25.00).

- C. Fifty percent (50%) of the 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 24

ISSUED WEAPONS

Section 1. It is recognized by all parties of this Agreement that the Sheriff's Office Firearms Rules and Regulations are hereby acknowledged and accepted by the Division.

Section 2. Except as provided in Section 5, all members of this Division may be issued a departmental on-duty weapon. The make and model of the issued weapon shall be determined, with consideration for safety, by the Sheriff's Office.

Section 3. All members of this Division shall be issued one box (50 rounds) of the specified departmental ammunition, to be replaced upon proof of appropriate use and exchange of expended brass, or at least once every five years and exchange of old rounds.

Section 4. All members of this Division shall receive a monthly allowance of 50 rounds of target ammunition, in addition to the ammunition required for annual qualifications. The County will provide the initial 50 rounds of brass which is to be exchanged for replacement rounds.

Section 5. All members of this Division assigned to Corrections that are certified as law enforcement officers may, upon the member's request, be issued a weapon and ammunition as provided for in this Article for the other Division members, subject to the normal procedures and policies of the Sheriff's Office.

ARTICLE 25

PARKING AND TRAVEL ALLOWANCE

Section 1. Parking Allowance. Whenever it is necessary in the course of employment for an employee to have available his motor vehicle during the hours of employment, the department head shall request the County Services Committee's approval of parking reimbursement to be made on a monthly basis for said employee. Employees who are not required to drive their vehicle in the course of their employment, will be reimbursed up to a maximum of twenty dollars (\$20.00) per month payable on a quarterly basis, provided the employee furnished satisfactory proof of payment.

Employees are encouraged to use the CATA system and the Employer shall reimburse the employee for the same, provided the employee provides satisfactory proof of same to a maximum of twenty dollars (\$20.00) per month.

During the term of agreement, in the event that the City of Lansing parking ramps, in the greater downtown area, minimum parking rate exceeds twenty dollars (\$20.00) per month the parties agree to immediately, upon the call of the other party, enter into negotiations on this section of the contract only.

Section 2. Mileage Allowance. 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 County policy. Mileage accumulations shall be figured on a monthly basis.
- 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 26

LEAVES OF ABSENCE

Section 1. General Provisions. An employee taking an approved leave of absence, for any reason, will be allowed to continue his/her group life and group health insurance coverage. In the case of sick leave or other compensated leave, the County will continue to pay the insurance premiums, but an employee on a leave of absence without pay shall be responsible for providing the monthly premiums if he/she desires to continue the coverage. The County group life insurance plan provided in Article 19 will terminate after sixty (60) days of absence. The County group Hospitalization-Medical Coverage insurance plans provided in Article 17 may be continued as required by Federal law at the employee's expense. The employee may, at his/her own expense, convert both insurances into individual policies at appropriate non-group premium rates. Upon returning to active County employment, employees will again be provided with the regular County insurance benefits.

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 a leave of absence.

An employee on an unpaid leave of absence will be eligible for a longevity payment on a pro-rated basis up to the date he/she goes on such unpaid leave.

Section 2. 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. The immediate family shall be interpreted as including: spouse, children, parents, brother, sister, father-in-law or mother-in-law.

One 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 for brother-in-law, sister-in-law, daughter-in-law, son-in-law, grandfather, grandmother, or grandchild to be charged against earned sick leave. Additional days may be granted, charged against earned sick leave, at the discretion of the Sheriff. The Sheriff is to be notified immediately of a death in the family and the extent of the expected absence. The Sheriff, within his discretion, may require the employee to provide appropriate verification to confirm his/her eligibility for the provisions of this Article.

Section 3. Military Leave. An employee in a permanent County position is allowed a leave of absence without pay for initial period of induction into military service

(not to exceed four years). Voluntary extensions or continuations of the period of military service by the employee shall serve to terminate the employment relationship with the County.

An employee who has successfully completed a probationary period in County employment prior to induction shall continue to accumulate seniority during a military leave of absence. Upon making a formal application at the Human Resources Office for reinstatement, within ninety (90) days following an honorable discharge or release from active duty, the employee shall be reinstated to a position comparable to their former position providing that they are physically able to perform the duties of the position. Upon reinstatement, the employee shall again begin to accumulate employment benefits at the level appropriate for his/her continuous seniority.

An employee desiring a military leave of absence should bring a copy of his/her military orders to report for induction and apply for such leave at the Human Resources Office. Any previous employee desiring to return to County employment should bring a copy of his/her separation papers (DD-214) or discharge to the Human Resources Office within ninety (90) days following honorable separation from active military service in the original induction period and make an application for reinstatement of the employment relationship.

Section 4. Military Reserve Leave of Absence. Upon presentation of official orders requiring such training, a regular full-time County 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 working days annually. In the event that the annual reserve training program required for an employee exceeds the ten 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 5. Special Leave. The Sheriff may authorize an employee to be absent without pay for personal reasons for a period, or periods, not to exceed ten working days in any calendar year. In such instances, the Sheriff is responsible for notifying 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 special leaves of absence for any period or periods, not to exceed ninety days in any calendar year, for personal reasons. Under unusual circumstances, the County Services Committee may approve one ninety (90) day extension.

The following special leaves may also be authorized by the Sheriff subject to approval of the Human Resources Director, for any period or periods not to exceed ninety (90) days in any calendar year. The County Services Committee, upon recommendation of the Sheriff, may grant leaves of absence with "or" without pay in excess of these limitations, for purposes that are deemed beneficial to the County:

- A. Without pay for attendance at a college, university or business school for training in subjects relating to the work of the employee.
- B. Without pay for urgent personal business requiring the employee's attention for an extended period, such as settling an estate.
- C. With pay for serving on an jury or attending court as a subpoenaed witness provided in all such instances the County receives the employee's per diem jury or witness fee. In cases involving a criminal act committed by the employee, or a civil case initiated by the employee, the employee will not be eligible for the above provisions.

Section 6. Leaves for Conferences or Conventions. 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 with pay for five (5) days every other calendar year to attend F.O.P. National meetings.
- B. Two (2) persons with pay for three (3) days to attend F.O.P. State of Michigan meetings each calendar year.
- C. 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 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.
- D. 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 7. Extended Leave. Upon exhaustion of all sick leave accumulations, an employee disabled by illness, injury or pregnancy, substantiated by proper medical

evidence, shall 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 benefits during this period of time shall be limited to seniority only.

Section 8. Family and Medical Leave Act. The Union and the Employer reserve all their rights under the Federal Family and Medical Leave Act and may exercise same. A cumulative maximum of forty (40) hours of sick leave credit per contract year may be used for the illness of a spouse, minor dependent child or step-child, or parent of the employee. Medical verification may be required by the Employer.

Employees may use accumulated sick time for approved leave of absences relating to a Family Medical Leave request when it is necessary, as medically certified, to care for a family member. This is in addition to the time allowed in Section 8. 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 27

WAGES

Section 1. Members of the bargaining unit covered by this agreement shall receive an annual wage according to the step scales in Sections 2, 3 and 4 of this Article. The five (5) steps within the scales shall be defined as follows:

- Step 1: Beginning service in rank
- Step 2: After one year in rank
- Step 3: After two years in rank
- Step 4: After three years in rank
- Step 5: After four years in rank

Section 2. Supervisors shall be paid in accordance with the following step scales effective July 1, 2005:

<u>Sergeants</u>				
<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
\$59,630	\$60,127	\$60,626	\$61,123	\$61,619

<u>Lieutenants</u>				
<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
\$62,864	\$63,363	\$63,861	\$64,357	\$64,855

<u>Captains</u>				
<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
\$66,516	\$67,015	\$67,512	\$68,012	\$68,509

Section 3. Supervisors shall be paid in accordance with the following step scales effective July 1, 2006:

<u>Sergeants</u>				
<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
\$61,966	\$62,476	\$62,987	\$63,497	\$64,005

Lieutenants

<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
\$65,281	\$65,793	\$66,303	\$66,812	\$67,322

Captains

<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
\$69,025	\$69,536	\$70,045	\$70,558	\$71,067

Section 4. Supervisors shall be paid in accordance with the following step scales effective July 1, 2007:

Sergeants

<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
\$63,515	\$64,038	\$64,562	\$65,084	\$65,605

Lieutenants

<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
\$66,913	\$67,438	\$67,961	\$68,482	\$69,005

Captains

<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
\$70,751	\$71,274	\$71,796	\$72,322	\$72,844

Section 5. Supervisors shall be paid in accordance with the following step scales effective July 1, 2008:

Sergeants

<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
\$65,420	\$65,959	\$66,499	\$67,037	\$67,573

Lieutenants

<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
\$68,920	\$69,461	\$70,000	\$70,536	\$71,075

Captains

<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
\$72,874	\$73,412	\$73,950	\$74,492	\$75,029

Section 6. Any Supervisor who is not at Step 5 shall receive a step increase to the next higher step at the time of his/her anniversary date of promotion to his/her present rank. Such wage increase shall be reflected immediately, in the next available payroll period. This step increase process shall continue on an annual basis for each supervisor, until such time that said supervisor has reached Step 5.

Section 7. Any employee who is promoted into this bargaining unit or who is promoted within this bargaining unit, shall be placed at a wage step within the new rank which will assure said employee of an annual wage increase of no less than 5% (five percent) per year over his/her previous wage.

Section 8. The members of the bargaining unit recognize that the Sheriff may request the County Board of Commissioners to allow an employee to enter a new rank at a wage step higher than Step 1, and that the Sheriff may also request of the County Board of Commissioners a merit increase for an individual employee, in an amount and by the procedures established by the Board of Commissioners. Such requests, if approved by the County Board of Commissioners, shall not be interpreted as to prevent the employee from receiving the normal step increase as described in Section 5 of this Article. All such requests for changes in wage steps shall be immediately communicated to the Union President, as soon as the request is formally presented by the Sheriff, however, Union approval is not required for such a change in wage steps.

Section 9. 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 28

PROBATIONARY PERIOD

Section 1. When a new employee is hired into the Sheriff's office within this unit, he/she shall be considered as a probationary employee for a period of six (6) months. These employees shall have no access to the Grievance Procedure for discipline and discharge.

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

Section 3. Employees who are transferred into this unit from the Law Enforcement Unit, or employees who are promoted to Sergeant, Lieutenant, or Captain, shall be on a probationary period of six (6) months following transfer or promotion and the Division may represent him/her as to all provisions and benefits of this contract.

If it should occur that during the probationary period an employee is found unsuitable for the new position, said employee shall be given the option to resign from the Sheriff's Office or return to the position previously held and at the previous rate of pay. The decision of the Sheriff concerning suitability for the supervisory position shall be final and not subject to the grievance procedure. However, the Sheriff will meet with the Division prior to rendering his decision.

Section 4. At any time during a probationary period, should an employee decide that he/she can not perform in the new position, said employee may be returned to his/her previous position.

Section 5. Returning to the Law Enforcement Unit, as provided for in Sections 3 and 4 above, shall be subject to and contingent upon approval of the Law Enforcement Unit.

ARTICLE 29

LAYOFF AND RECALL

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

Section 2. If and when it becomes necessary to reduce the number of employees in the work force within this Division, as determined by the Employer, employees shall be laid off by position. Laid off employees may then exercise the contractual bumping rights in Section 6 below.

Section 3. Employees who have been laid off and who, within five (5) days after notice by certified mail to the 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 4. Seniority as it is used to determine layoff and recall shall be based upon continuous time in rank within the bargaining unit. If this criteria results in a tie, seniority for this purpose shall be defined as continuous time in the bargaining unit. If this results in a tie, seniority for this purpose shall be defined as continuous time in the Sheriff's Office.

Section 5. Grant funded positions shall be subject to the same Layoff and Recall as regular County positions, unless the grant requires different treatment, as stated in Article 30, Loss of Seniority, Sections 7 and 8.

Section 6. An employee subject to layoff, who so requests, may, in lieu of layoff, bump in the same or a lower rank within the bargaining unit, provided, however, that he/she has greater seniority than the employee whom he/she is to replace. The procedure for bumping in the case of layoffs is as follows:

- A. The laid off employee shall bump the person in his/her rank in a position that he/she is qualified for who has the least seniority in a position.
- B. If the laid off employee has insufficient seniority to bump in his/her rank, he/she shall then bump the person in the next lower rank within the unit for which he/she is qualified and has sufficient seniority to bump. If more than one employee to be bumped meets this criteria, the least senior employee will be bumped.
- C. Subject to and contingent upon the Law Enforcement Division's approval, employees in lieu of layoff may bump to a lower rank within the Law

Enforcement Division, provided, however, that he/she has greater length of service in the Sheriff's Office than whomever he/she is replacing. Bumping out of the Unit shall be as provided in the Departmental Rules and Regulations or as agreed by the Law Enforcement Division. If no agreement is in effect between the Division and the Law Enforcement Unit, layoff shall be as provided in the Departmental Rules and Regulations.

- D. Employees may bump only to a position for which he/she is qualified as determined by the Sheriff, after having met with representatives from the bargaining unit.
- E. Seniority as it is used in bumping shall be defined as the continuous length of time in the bargaining unit in the rank of Sergeant or above.

Section 7. If an employee, covered by this agreement, shall be ineligible to bump within the Sheriff's Office and is subject to layoff, the employer will, so long as the employee maintains seniority under the contract, make reasonable effort to refer such employee, with explanations to another comparable vacant position being filled by the County, provided the employee is qualified for the vacant position and applies for such position.

ARTICLE 30

LOSS OF SENIORITY

An employee shall lose his/her status as an employee, including seniority and service credit, if:

1. He/she resigns or quits.
2. He/she is discharged and is not reinstated.
3. He/she retires.
4. He/she has been on layoff for a period of time equal to his/her seniority or two (2) years, whichever is lesser.
5. 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, or the employee's immediate supervisor, 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. If the above failure to return occurs, then it shall be considered a voluntary quit by the employee.
6. He/she is permanently disabled and unable to perform his/her job for any reason whatsoever, and includes acceptance of a worker's compensation settlement which alleges in whole or in part inability to perform said employee's job on a permanent basis.
7. Those employees who are hired under the provisions of a State or Federal grant shall lose their seniority upon termination of the grant, only if so indicated in the provisions of the specific grant. If not so stated in the grant, then grant employees shall accrue normal seniority pursuant to this article, and said seniority shall be continued if the employee transfers to a regular County position during the grant period.
8. 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.
9. He/she makes an intentionally false statement on his/her employment application, of on an application for leave of absence, or on any other

employment record or form.

10. He/she is convicted or pleads guilty or no contest to a felony.

ARTICLE 31

PASS DAYS

Section 1. Since members of this division may be required to work irregular shifts and hours, specific pass days shall be posted for each member. Said pass days must be posted at least twenty-eight (28) days in advance of the actual day off.

Section 2. Employees covered hereby earn pass days every 28-day scheduling period, the equivalent of two bi-weekly payroll periods, that they are actively employed by the County. During each 28-day scheduling period, an employee working on a 10-hour per day schedule works 16 days, for an annual total of 208, compensated at 10 hours each, will earn 12 pass days, for a total of 157 pass days annually. An employee working on an eight hour per day schedule works 20 days during each scheduling period, for a total of 261 compensated annually, and earns eight pass days, for a total of 104 pass days annually. An employee working on a nine hour per day schedule works 18 days, for an annual total of 235, compensated at nine hours each, will earn 10 pass days, for a total of 130 pass days annually. An employee working on a 12 hour per day schedule works 14 days, for an annual total of 183 days, compensated at 12 hours each, except for the one eight hour day each 14 day period and will earn 14 pass days, for a total of 182 pass days annually.

Section 3. In addition to the pass days provided in Section 2, each eligible employee shall receive 24 hours of extra pass time. Employees become eligible for said time covered under this section after January 1 of a calendar year, shall receive said time on a pro rata basis. When an employee requests extra pass time, the request will be granted or denied within the next five (5) working days. The request for the extra pass time must be made at least 28 days in advance. The same shall be taken only during each calendar year of this agreement, and shall not be carried over to the next calendar year.

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

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

Section 6. Pass days shall be assigned by the members immediate superior and must conform to the requirements in Article 12, Hours and Rates of Pay.

Section 7. The Platoon Lieutenants may schedule their own Pass Days, with the

approval of the Sheriff or his designee.

Section 8. Members may change or trade pass days, after a schedule has been posted, with the approval of the Sheriff or his representative.

Section 9. Pass Days and Extra Pass time may be coupled with Vacation Leave provided such time off does not interfere with the normal operation of the Sheriff's Office.

Section 10. The Sheriff's Office shall maintain a record of each members work schedule and pass days. Said record shall be available at reasonable times for members to review.

ARTICLE 32

EMPLOYEE DEVELOPMENT

It is agreed that employees of this unit shall receive Educational Development benefits as provided in the County Educational Reimbursement Policy to the extent such policy is applicable.

ARTICLE 33

PERSONNEL RECORDS

Section 1. Pursuant to the laws of the State of Michigan, an employee shall be entitled to review his/her personnel files as maintained in the Sheriff's Office and the Human Resources Office. Said review shall be during normal business hours of the aforementioned offices.

Section 2. An employee shall have the right to review all internal affairs files affecting said employee once the files and investigation have been closed. An employee will be notified of any internal affairs files affecting said employee once the files and investigation have been closed if such files or investigation will subsequently be used for any disciplinary or evaluation purposes. Any review of internal affairs files shall be during normal business hours of the Internal Affairs Section.

Section 3. Any requests made by a member of this Division, pursuant to Section 1 of this Article, shall be responded within 48 hours of the request. Said 48 hour period shall apply only to normal business days of the office. Any requests made by a member of this Division pursuant to Section 2 of this Article shall be responded to within 48 hours of the request if the responsible person in charge of the file is available, or within a reasonable time after such person becomes available. This 48 hour period shall apply only to normal business days of the Internal Affairs Section.

Section 4. An employee shall have the right to written notice from the Sheriff when any information pertaining to a completed departmental investigation of the employee is released to any other investigative unit or persons outside of the Internal Affairs unit of the Sheriff's Office. The employee shall be notified to whom the information is being released and for what purpose. The employee shall, upon request, also be provided with a copy of all requests for this information and a copy of all information or reports released to an investigative unit or persons outside of the Sheriff's Office and Internal Affairs unit. However, notice and receipt of copies under this Section shall not be applicable if the Sheriff's Office is otherwise directed by a court of competent jurisdiction.

ARTICLE 34

PROMOTIONAL PROCEDURES

Section 1. Promotional Process For Lieutenant Position.

This policy applies to all promotions to the rank of Lieutenant. General minimum requirements as of the date of application are as follows:

-All applicants must meet entrance level requirements and must currently hold the rank of Sergeant. Prior to actually receiving a Lieutenant position, each otherwise qualified applicant must also meet any specific minimum qualifications for the particular position being filled, including any certifications and licenses required by the Sheriff's Office or by law, such as State Certification for Corrections and C.O.L.E.S. Certification for Law Enforcement and have successfully completed the promotional probation period.

The following steps shall apply to the promotion process and become effective after the current (1994) promotional roster expires:

1. By November 15th of every other year, the Ingham County Personnel Department will post the date of the written exam and will list the materials to be tested. All interested persons must apply for the position(s) at the County Personnel Office and complete all required application forms and submit required information. Applicants may be required to be interviewed by the Personnel Department. Failure to complete the application process as outlined shall automatically disqualify the person from consideration.
2. Applicants meeting minimum requirements shall be referred to the Sheriff for further processing.
3. The actual date of the test will be scheduled between January 10th and February 10th of each year.
4. A written examination will be required for all eligible applicants. A minimum score of 70% correct must be achieved on the written exam in order to continue with the promotional process. The written exam will count toward 50% of the points earned in the overall process.
5. Eligible applicants (those achieving a score on the written exam of 70% or above) shall be scheduled and required to appear for an Oral Board Examination. The Oral Board Exam will count toward 50% of the points

earned in the overall process. The Oral Board will be selected by the Sheriff, and consists of two members appointed from within the Sheriff's Office, and two members appointed from an outside agency. All members shall hold a position equal to or above the position being applied for, and have experience or expertise in the appropriate field being applied for.

6. Following the Oral Board process, a statistical ranking will be made on a 100 point scale for those candidates who completed steps #1 and #2. The ranking will reflect the following "Band":

70% - and above - Qualified Band

Points on the scale shall be rounded up or down to the nearest 1/10 decimal. The final ranking sheet will be posted by March 1st and remain in effect for two years. All promotions to that particular position within that period shall be selected from the ranking sheet in the manner outlined in #7.

7. Promotions shall be made from the list that is current, at the time when the position becomes vacant.
8. The Sheriff will select individuals for promotion from the "Qualified" Band regardless of their statistical ranking within that Band.
9. In the unlikely event that no eligible candidates remain on a promotional list, that list shall immediately be considered expired and, if necessary, the entire process will be restarted. Such a list will be in effect until March 1.
10. Notwithstanding anything to the contrary in this policy, no applicant will be considered "Qualified" nor shall they be eligible for a vacant Lieutenant position unless they meet the specific minimum qualifications for the particular position being filled, including any certifications or licenses required by the Sheriff's Office or by law for the specific Lieutenant position being filled and have successfully completed the promotional probation period. An applicant that only meets the general minimum requirements for the Lieutenant position may participate in the promotional process, and may thereafter, at his/her own cost and on his/her own time, pursue such training as is necessary and obtain such certificates and licenses as may be necessary to meet the specific position minimum qualifications.

However, applicants must meet the specific position minimum qualifications for the specific Lieutenant position being filled prior to the

date that the Sheriff's Office fills the vacancy to be considered eligible for consideration for that position.

Section 2. Promotional Process For Captain.

This policy applies to all promotions to the rank of Captain. Vacancies will be posted at both the Sheriff's Office and County Human Resources Office, for a minimum of seven (7) days. All interested persons must apply for the position(s) at the County Human Resources Office and complete all required application forms and submit required information. Failure to do so shall automatically disqualify the person from consideration.

General minimum requirements as of the date of application are as follows:

-All applicants must meet entrance level requirements and

-Must currently hold the rank of Lieutenant.

-Each qualified applicant must also meet any specific minimum qualifications for the specific position being filled, including any certifications and licenses required by the Sheriff's Office or by law.

After initial screening by the County Human Resources Department, applicants meeting minimum requirements shall be referred to the Sheriff for further processing.

After screening, the following steps shall apply:

1. Eligible applicants shall be scheduled and required to appear for an Oral Board Examination. The Oral Board shall consist of individuals from both inside and outside the Sheriff's Office selected by the Sheriff. All members shall hold a position equal to, or above the position being applied for, or represent a profession related to the Field Services/Corrections fields.
2. Following the Oral Board process, a statistical ranking will be made on a 100 point scale. A score of 75 or above will deem a candidate as "Qualified".
3. The Sheriff may select any "Qualified" candidate (as defined in the previous steps), regardless of their statistical rank within that category.
4. Notwithstanding anything to the contrary in this policy, no applicant will be considered "Qualified" nor shall they be eligible for a vacant Captain

position unless they meet the specific minimum qualifications for the particular position being filled, including any certifications or licenses required by the Sheriff's Office or by law for the specific Captain position being filled.

An applicant that only meets the general minimum requirements for the Captain position may participate in the promotional process, and may thereafter, at his/her own cost and on his/her own time, pursue such training as is necessary and obtain such certificates and licenses as may be necessary to meet the specific position minimum qualifications. However, applicants must meet the Captain position minimum qualifications for the specific position being filled prior to the date that the Sheriff's Office fills the vacancy to be considered eligible for consideration for that position.

Section 3. Career Ladder. The Sheriff's Office shall not consider applicants outside of the bargaining unit for promotion to the rank of Lieutenant if five or more qualified applicants, as defined in this section, who are members of the bargaining unit apply for the promotion. If less than five qualified applicants who are members of this bargaining unit apply for promotion to the rank of Lieutenant, then the Sheriff's Office may consider qualified applicants outside of the bargaining unit.

The Sheriff's Office shall not consider applicants outside of the bargaining unit for promotion to the rank of Captain if three or more qualified applicants, as defined in this section, who are members of the bargaining unit apply for the promotion. If less than three qualified applicants who are members of this bargaining unit apply for promotion to the rank of Captain, then the Sheriff's Office may consider qualified applicants outside of the bargaining unit.

The qualifications shall be that the candidate is not on probation and holds the rank in the Ingham County Sheriff's Office immediately below the rank being sought in the promotion.

ARTICLE 35

RETIREMENT

Section 1. Retirement benefits are provided by the County through the Municipal Employees Retirement System and are incorporated in this contract by reference.

Section 2. Employees who retire during the period of this Agreement and who 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 as provided to active employees under the terms of Article 17. Single subscriber health and hospitalization coverage supplementing Medicare (Blue Cross/Blue Shield 65) shall be provided for retirees eligible for Medicare. The cost for this insurance to be paid by the County shall not exceed the maximum single subscriber amount paid under Article 17 for active employees.

Retiring employees may purchase health, vision and dental insurance for themselves, and their current spouse and current dependents at the time of their retirement, at the County's cost.

Section 3. Employees who retire during the period of this Agreement and 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 \$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 4. Effective July 1, 1993 through December 31, 1994, appropriate employees in this bargaining unit will be covered with the Municipal Employees Retirement System's B-3 Retirement Plan and the 55F waiver with fifteen (15) years of service, and the 50F waiver with twenty five (25) years of service, on a contributory basis as provided below. The County will pay one percent (1%) on behalf of the employees with the employees paying the balance of the 55F waiver through payroll deduction.

Section 5. Effective January 1, 1995, employees shall be provided with twenty-five (25) years of service with no age requirement benefit. The employees shall pay for the full cost of this benefit through payroll deductions. This benefit shall be at no cost to the Employer except the Employer shall pay for the MERS administrative start up cost and annual administrative fee for this benefit, if any.

Section 6. Effective January 1, 1995, employees shall be provided with the MERS B-4 retirement Plan. The employees shall pay for the full cost of this Plan through payroll deductions. This benefit shall be at no cost to the Employer.

Section 7. Effective January 1, 1995, employees shall be provided with the MERS FAC-3 benefit. The employees shall pay for the cost of this benefit through payroll deductions. The benefit shall be at no cost to the Employer.

Section 8. The Employees' contribution to retirement currently deducted from their wages shall be reduced by 1% effective July 1, 1994 (this shall replace the terms of the Parties' November 19, 1991 Letter of Understanding, i.e., no Employer contribution to the Employees' B-3 retirement plan for the period of July 1, 1993 through June 30, 1994 is to be made).

Section 9. Effective October 1, 1997 (or the next earliest first of a quarter), the employees shall be provided with a retirement benefit upgrade of a 3.2% multiplier (retaining the FAC-3 and all prior age waivers F50/25, F55/15, 25 years of service with no age requirement). The employees shall pay 9.16% for the 3.2 multiplier through payroll deduction. All start up and/or administrative costs, if any, shall be paid by the Employer. Except for a one time start up fee of \$6,000 and an annual administrative fee of \$1,000, the Employer shall be free from any further costs of this improvement.

Section 10. Notwithstanding any contrary provision contained in this Article, starting January 1, 1992, the obligation of the Employer to pay for and provide retiree health insurance shall cease in the event that comparable health insurance is available 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, 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 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.

ARTICLE 36

DISABILITY

Section 1. Should an employee, covered by this Agreement, become physically or mentally handicapped to the extent that he/she cannot perform his/her regular job, the Employer will make a reasonable effort to refer, with explanation, the employee to another comparable vacant position within the bargaining unit, or if no such position is available, to another vacant County position that he/she is physically and mentally able to perform. This Article shall not be construed as a mandatory employment provision and shall not require the Employer to create any new position.

Section 2. The Employer will provide a short-term disability plan as follows for regular, non-probationary, full-time employees:

- A. Upon proper medical determination of disability due to a non-work related illness or injury, the Employer will provide fifty percent (50%) of the employee's gross salary to a maximum of \$300.00 per week for a maximum of one hundred four (104) weeks.
- B. The disability payments shall not commence until the completion of a ninety (90) calendar day elimination period after sustaining the non-work related illness or injury.
- C. The regular full-time employee may use sick time accumulations during the ninety (90) calendar day elimination period and also may use vacation and compensatory time accumulations. If the employee's total accumulations exceed ninety (90) calendar days, the short-term disability payments shall commence on the 91st day, at the option of the employee, with the remaining accumulations to stay on record.

Section 3. Seniority shall accrue while an employee is being paid disability payments, but all other benefits such as, but not limited to, health insurance, sick leave, life insurance, holidays, dental insurance, vacation accumulation, and longevity, shall cease. However, employees on disability may pay group rates for hospitalization/medical coverage for a maximum of one hundred four (104) weeks.

Section 4. "Disability" shall be defined through the County's disability carrier's contract.

ARTICLE 37

HEALTH AND PHYSICAL SCREENING

Section 1. If an employee has an apparent incapacity which would significantly affect his/her ability to perform his/her job, the Employer may require the employee to submit to a physical examination by a medical doctor selected and paid for by the Employer. If this employee disagrees with the results or consequence of the employee's examination, the employee may secure a physical examination by his/her own doctor at the employee's expense. If the conclusions conflict, each doctor will agree upon and select a third physician who shall conduct an independent examination and determine which of the two diagnoses best describes the employee's condition and its impact on the employee's ability to perform his/her duties, and this decision is final and binding on both parties. The cost of the third opinion shall be shared equally by the Employer and the employee.

Section 2. Upon the approval of the Sheriff, health tests of Division employees may be administered to said Division employees by Departmental Paramedics, or other medical staff, to the extent that these staff members have the professional qualifications to administer said health tests and to the extent departmental scheduling permits the administering of said tests.

Section 3. An employee who is injured either on or off duty may be permitted to work in a restricted duty assignment on his present shift if a position is available. In the event two employees or more are off work due to an on the duty injury, the employee with an on duty injury and/or greater seniority shall receive the assignment, if available. Restricted duty assignments shall not exceed twelve (12) weeks.

ARTICLE 38

AUTOMOBILES

Section 1. 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 Sheriff's Office'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 vehicle's serviceability shall be made by the Sheriff, Undersheriff or the Chief Deputy.

Section 2. Captains shall receive annual vehicle maintenance allowance of \$1,000.00 not added to base pay. The allowance shall be paid annually on July 1.

ARTICLE 39

SHIFT PREFERENCE

Section 1. Shift Preference.

- A. Shifts will be bid on a quarterly basis. Three (3) twenty-eight (28) day schedules will equal one quarter.
- B. Shift assignments for the quarter shall be posted twenty-eight (28) days in advance of the start of said quarter and will be determined on the basis of seniority. Seniority for shift preference shall be determined as indicated in Article 29, Section 4. If seniority can not be established via the language in Article 29, Section 4, and two or more supervisors have the same seniority based on their date of hire, a coin will be flipped by the Division Commander, in the presence of both supervisors, to determine who shall have the shift preference.
- C. Supervisors shall submit a bid to their Division Commander at least twenty-one (21) days prior to the twenty-eight (28) day posting of shift assignments for the quarter. Any supervisor who fails to submit a timely bid, shall forfeit their shift preference for that quarter and may be assigned any shift by the Division Commander. The supervisor shall also submit at this time for approval, any time off requests for the quarter that the supervisor has not previously submitted.
- D. Supervisors will bid for shifts among other supervisors in the same job assignment. Job assignments include, but are not limited to the following:
 - 1. Lieutenants assigned to Field Services Shifts.
 - 2. Lieutenants assigned to Corrections Division Shifts.
 - 3. Sergeants assigned to Field Services Shifts.
 - 4. Sergeants assigned to Corrections Shifts.
- E. Supervisors will be permitted to trade shifts or days with prior approval of Division Commander. Trading of shifts or days shall not be allowed under any circumstances where it will result in overtime compensation.
- F. In the event of emergencies or manpower shortages, the shift preference Article may be suspended and waived by the Sheriff and he may assign personnel irrespective of the shift preference schedule for the length of the emergency or manpower shortage.

- G. Shift preference may be suspended for the purpose of administrative assignments for specific functions and for specific time periods upon the approval of the Sheriff, after having met with the Division Representatives.
- H. Supervisors who are promoted within this unit and placed on promotional probation, may be assigned shifts by the Sheriff or his designee, for the first three (3) quarters.

Section 2. Pass Day Selection.

Supervisors eligible for shift preference due to their job assignment, will be permitted to select their pass days from the schedule, under the following provisions:

- A. The Division Commander will place all approved time off, special assignments and training dates on the schedule for the three (3) twenty-eight (28) day shifts along with the names of the supervisors assigned to the shift.
- B. The Division Commander will place on the schedule the minimum number of supervisors required on any given day of the week within the area of job assignment.
- C. The number of supervisors assigned to specific areas and or shifts will be divided into thirds based on seniority. The first 1/3 of these supervisors will have their first choice of pass days the first twenty-eight (28) days of the quarter, the second 1/3, will have first choice of pass days the second twenty-eight (28) days of the quarter, and the third 1/3 will have first choice of pass days the last twenty-eight (28) days of the quarter.
- D. No supervisor will be able to select their pass days or have the particular day off which they desire, if it results in overtime compensation.
- E. The parties agree to avoid scheduling that would require employees working back to back shifts at shift changes.

Section 3. Shift Preference for Contracted Police Services.

- A. If the Ingham County Sheriff's Office contracts with a governmental jurisdiction for police protection, during the period of this contract, then a letter of understanding shall be established with this FOP Supervisory Bargaining Unit to determine how Shift Preference shall be determined for each particular contract.

Section 4. The terms of this Article are not intended nor shall they be used to supersede the Employer's obligation to adhere to the requirements of the Michigan Handicapper's Civil Rights Act of 1980, or similar federal legislation.

ARTICLE 40

IRS SECTION 125

Section 1. The Employer will provide upon the first open enrollment following ratification of this Agreement, an IRS Section 125 document(s) allowing employees who choose to participate the ability to pay for employee contributions with pre-tax dollars for the following:

1. Medical hospitalization expenses
2. Dependent care programs
3. Employee payroll deductions for health care premiums

The above requirement is subject to and contingent upon CPA verification that the same is permissible and will not jeopardize County tax deductions and is authorized by the IRS.

ARTICLE 41

DRUG TESTING

A thirty (30) day grace period will be established prior to implementation of a drug testing policy. Employees who request treatment during this period shall not be disciplined.

Under appropriate circumstances, an employee that tests positive may be offered a last chance employment agreement in lieu of termination.

ARTICLE 42

DURATION

THIS AGREEMENT shall become effective on the 1st of July, 2005, and shall continue in full force and effect until June 30, 2009, inclusive. However, no retroactive payment will be paid to any person not employed upon the date of ratification of this Agreement by both parties, except as to persons that have retired or are on disability.

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 one hundred and thirty-five (135) days before the expiration of this Agreement.

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

LODGE #141, FRATERNAL ORDER
OF THE POLICE, Ingham County
Division, Supervisory Unit

COUNTY OF INGHAM

President

Gene L. Wriggelsworth, Sheriff

Negotiating Representatives

Victor G. Celentino, Chairperson
Board of Commissioners

Member

Member

Member