

FINAL FOR EXECUTION
May 7, 2020

CORRECTIONS UNIT

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

COUNTY OF INGHAM

SHERIFF OF INGHAM COUNTY

AND

CAPITOL CITY LABOR PROGRAM, INC.

JANUARY 1, 2018 THROUGH DECEMBER 31, 2020

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PREFACE

The **COUNTY OF INGHAM** and the **SHERIFF OF INGHAM COUNTY** and the **CAPITOL CITY LABOR PROGRAM, INC. (CCLP)**, recognize their moral and legal responsibilities under federal, state, and local laws relating to fair employment practices.

The parties agree that it is the Ingham County Sheriffs goal to recruit and maintain a diverse workforce in an effort to provide the highest quality of service to the constituents of Ingham County, as well as to provide equal opportunity in employment on the basis of merit and fitness, regardless of race, color, religion, sex, sexual orientation, gender identity, gender expression, national origin, disability, height, weight, marital status, age, genetic information or political affiliation (except where age, sex or-lack of disability constitutes a bona fide occupational qualification); and

THEREFORE the parties agree not to discriminate based on race, color, religion, sex, sexual orientation, gender identity, gender expression, national origin, disability, height, weight, marital status, age, genetic information or political affiliation (except where age, sex or lack of disability constitutes a bona fide occupational qualification).

AGREEMENT

THIS AGREEMENT is entered into this 27th day of March, 2018, by and between the **COUNTY OF INGHAM**, (hereinafter referred to as the "COUNTY"), the **SHERIFF OF INGHAM COUNTY**, (hereinafter referred to as the "SHERIFF"), and the **Capitol City Labor Program, Inc. (CCLP)**, (hereinafter referred to as the "UNION").

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

ARTICLE 1

RECOGNITION OF THE UNION

Section 1. Definition of the Bargaining Unit. The bargaining unit shall consist of all positions of employment with the Ingham County Sheriff's Office covered by the titles listed below, and shall further cover all positions of employment subsequently created where the persons occupying said positions shall become deputized to be employed in the Ingham County Sheriff's Office. The position of sergeant is a supervisory position and employees in those and other supervisory positions are not

included in the bargaining unit covered by this Agreement. Employees in the positions specified below are covered by the provisions of this Agreement:

- A. Corrections Deputy.
- B. Lobby Control.

ARTICLE 2

UNION DUES CHECK-OFF

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

Section 2. Voluntary Dues Check-Off. The County agrees to deduct the monthly Union dues or a voluntary representation fee from the pay of employees subject to and contingent upon the following:

- A. The Union shall obtain from the employee a completed check-off authorization form which shall conform to the respective state and federal laws concerning that subject or any interpretations made thereof. The check-off authorization form shall be filed with the County Human Resources Director, who may return an incomplete or incorrectly completed form to the Union's Treasurer and no check-off shall be made until such deficiency is corrected.
- B. The County shall only deduct obligations which are due at the time of check-off and will make check-off deductions only if the employee has enough pay due to cover such obligation, and will

not be responsible to the employee if he has duplicated a check-off deduction by direct payment to the Union.

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

Section 3. Indemnity Provision. The Union agrees to defend, indemnify, and save the County and/or the Sheriff harmless against any and all claims, lawsuits or other forms of liability arising out of its deduction from an employee's pay of Union dues or representation fees, or reliance on any list, notice, certification or authorization furnished under this Article. The Union assumes full responsibility for the disposition of the deductions so made once they have been sent to the Union.

The terminology within the dues authorization forms does not bind the County and/or the Sheriff to anything other than what is specified in ARTICLE 2, UNION DUES CHECK-OFF, and that which is consistent with the law.

ARTICLE 3

UNION BARGAINING COMMITTEE

Section 1. The bargaining committee of the Union will not include more than two (2) employees of the Ingham County Sheriff's Office and may include not more than one (1) non-employee representative and one (1) representative from the Capitol City Labor Program, Inc.. The Union will furnish the Sheriff and the County Human Resources Director with a written list of the Union's bargaining committee prior to the first bargaining meeting and substitution changes thereto, if necessary.

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

Section 3. Except for the following, no pay shall be received for time spent in accordance with this Article if the employee is not **otherwise** 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 4

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 Union representatives shall be Union members, or one of those persons may be the Union Attorney or one of those persons may be a Union representative.

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

ARTICLE 5

**UNION LEAVE FOR UNION CONFERENCES OR CONVENTIONS
AND SAFETY COMMITTEE**

Section 1. The County will grant, upon approval of the Sheriff, leaves of absence with pay to Union members of the bargaining unit of the Capitol City Labor Program, Inc. for the following functions:

- A. One (1) person for five (5) days every other calendar year to attend Capitol City Labor Program, Inc. national meetings.
- B. Two (2) persons for three (3) days to attend the Capitol City Labor Program, Inc. State of Michigan meetings each calendar year.

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

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

Section 4. Union members who are duly elected officials in the Capitol City Labor Program, Inc. Union or Union shall be allowed reasonable time at and from their

work stations during normal working hours when required to participate in special meetings without any loss of pay as provided in ARTICLE 4, SPECIAL MEETINGS herein.

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

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

ARTICLE 6

SENIORITY

Section 1. Seniority shall mean the status attained by continuous full-time length of service from the date of hire in positions identified in the Corrections and Law Enforcement bargaining units.

- A. In the event two or more Deputies are hired on the same date, the dates of Ingham County Employment Applications shall control. In the event dates of Employment Applications are the same, Badge numbers as assigned by the Employee's Command Officer shall control.

Section 2. The Sheriff shall maintain a roster of bargaining unit employees arranged according to seniority, showing name, position, class and seniority date, and

shall furnish a copy to the Union at the first of each year, or as soon thereafter as practical.

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

Employees hired into the Corrections Unit or the Law Enforcement Unit of the Sheriff's Office under a state or federal grant shall be treated the same as regular funded County employees for the purposes of layoff and recall; excepting, however, if the state and/or federal grant requires different layoff and recall procedures.

Section 4. Transfers into the Bargaining Unit.

- A. Deputies transferred from a fulltime Corrections Deputy assignment to a fulltime Field Service or Staff Service Deputy assignment shall retain their seniority with the Corrections Unit based on their earliest date of hire into a Corrections or Law Enforcement position.
- B. Deputies transferred from a full-time Field Service or Staff Service Deputy assignment to a full-time Corrections Deputy assignment shall retain their seniority with the Law Enforcement Unit based on their earliest date of hire into a Law Enforcement or Correction position.

Section 5. The above Agreement shall only apply to and be for the purpose of:

- A. Shift Bid
- B. Pass Day
- C. Vacation Day Selection
- D. Layoff and Recall Rights

ARTICLE 7

LOSS OF SENIORITY

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

- A. He/she resigns or quits;
- B. He/she is discharged and is not reinstated;
- C. He/she retires;
- D. He/she has been on layoff for a period of time equal to his/her seniority at the time of his/her layoff or two (2) years, whichever is lesser;
- E. He/she is absent from work, including failure to return to work at the expiration of a leave of absence, vacation, or disciplinary layoff, for three (3) consecutive working days without notifying the Sheriff, except when the failure to notify and work is due to circumstances beyond the control of the employee, which must be satisfactorily verified by the employee;
- F. If he/she accepts a worker's compensation settlement which waives his/her seniority or employment rights;

- G. He/she makes an intentionally false statement on his/her employment application or on an application for a leave of absence;
- H. He/she is convicted of a felony.

ARTICLE 8

LAYOFF AND RECALL

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

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

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

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

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

Section 6. The Parties to this Agreement recognize that:

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

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

ARTICLE 9

DISCIPLINE

Section 1.

- A. Discipline and discharge shall be for just cause except for probationary employees.
- B. Notwithstanding any other provision contained in this Agreement to the contrary, probationary employees may be disciplined or discharged with or without cause.

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

Section 3. Notices of discipline shall be removed from the employee's personnel file after three (3) years and once removed will not be considered for progressive discipline. Such disciplinary history may, however, be used as evidence of an employee knowledge.

Section 4. An employee shall be given advance notice that the employer wants to interview, question, or hold a meeting pertaining to an investigation or discipline. Unless there are exigent circumstances, the employee shall also be given written notice of the subject of the meeting and the charges, if any, against the employee.

Section 5. Verbal warnings are informal discipline and although not subject to arbitration they are subject to the grievance procedure and appeal up to the Undersheriff. Counseling is informal and not discipline.

Section 6. No employee shall be compelled to waive his Fifth Amendment rights under threat of discipline in an interview conducted by the Employer.

ARTICLE 10

INTERNAL AFFAIRS FILES

Section 1. An employee shall have the right to review their own Performance files once the investigation has been closed.

- A. Any review of an employee's Performance files shall be during normal business hours.
- B. Matters related to other persons are not reviewable by the employee.

Section 2. An employee will be notified of any document placed in said Employee's Performance file once the investigation has been closed, if such files or investigation are subsequently used for any disciplinary or evaluation purposes of that employee.

ARTICLE 11

GRIEVANCE PROCEDURE

Section 1. Grievance Procedure for the Internal Operations of the Sheriff's Office.

- A. (1) 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.
- (2) Any grievance filed shall set forth the matters upon which the grievance is founded, including the name of the Deputy against whom the grievance is lodged and the date and time and circumstances under which the alleged acts took place.
- B. (1) Any employee having a grievance in connection herewith shall present it to the immediate superior officer or the command officer against whom the grievance is lodged, who shall immediately take steps to resolve the grievance in accordance with the rights of the Parties.

- (2) If the grievance is not resolved, either the alleged aggrieved Party or the Party against whom the grievance is lodged may present the grievance to the next superior officer in line and the same steps shall be followed until such time as a grievance is resolved or submitted to the Sheriff for his disposition.
- (3) Only an appeal of the Sheriff's decision regarding discipline in the form of written reprimand, suspension without pay or discharge may proceed to arbitration in conformity with ARTICLE 11, Section 2, Grievance Procedure for Contract Interpretation – Economic Issues. Counselings and verbal warnings are informal discipline and not subject to arbitration.

C. **Election of Remedies.**

- (1) 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.

- (2) The provision set forth at Section 3 A above is not intended by the parties and does not prohibit an employee from asserting, petitioning, or making a workers compensation claim or an equal employment opportunity claim while simultaneously pursuing a Grievance under this Contract.
- (3) If an employee elects to use the grievance procedure provided for under this contract and subsequently elects to utilize any of the above-stated statutory remedies, then the grievance shall be deemed to have been withdrawn and the grievance procedure provided for hereunder shall not be applicable and any relief granted shall be forfeited.

Section 2. Grievance Procedure for Contract Interpretation – Economic

Issues.

- A. (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 internal operations including discipline and discharge shall be pursuant to ARTICLE 11, Section 1, Grievance Procedure for the Internal Operations of the Sheriff's Office, Sections A and B, and shall not be covered under this Section.

- (2) 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.
- (3) Any claims not conforming to the provisions of this definition shall be automatically denied as not constituting a valid grievance.

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

STEP 1:

- A. The Grievance shall be reduced to writing by the employee and must be co-signed by a Union representative and presented to the Sheriff, or the person acting in said capacity, within ten (10) days after the grievant knew, or should have known, of the occurrence of the matter aggrieved in order to be a proper matter for the grievance procedure.
- B. 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.
- C. A grievance not initially brought and signed by the Union representative must be co-signed by a Union representative in order to be valid.

- D. The grievance shall not be considered submitted until the Sheriff, or the person acting in his capacity, receives the written grievance.
 - (1) At the time it is received, it shall be dated and a copy returned to the aggrieved employee.
- E. A meeting will be arranged by the employee or his representative and the Sheriff, or his designee, to discuss the grievance.
- F. The Sheriff, or the person acting in said capacity, will then answer the grievance in writing within seven (7) days from the date of the meeting at which the grievance was discussed.

STEP 2:

- A. If the answer of the Sheriff is not satisfactory, the president shall submit said grievance to the Human Resources Director within ten (10) days after receipt of the answer of the Sheriff as provided in Step 1, indicating the reasons why the written answer of the Sheriff was unsatisfactory.
- B. A meeting between no more than three (3) representatives of the Union and the Sheriff, and/or a representative of the Corporation Counsel and the Human Resources Director shall be arranged to discuss the grievance submitted.

- (1) Said meeting shall be held within ten (10) days from the date the Human Resources Director received said grievance.
 - (2) The Union representatives may meet at a place designated by the Sheriff or Human Resources Director for one-half hour immediately preceding said grievance meeting.
- C. The Human Resources Director shall answer the grievance within ten (10) days of the date of the meeting at which the grievance was discussed.

STEP 3. Arbitration

- A. If the answer of the Human Resources Director is not satisfactory, the Union President may submit a Demand for Arbitration within fifteen (15) days after the Human Resources Director has answered said grievance in accordance with the procedures and rules of the MERC or the Federal Mediation and Conciliation Service.
- B. The decision of the arbitrator shall be final.
- C. The fees and approved expenses of Step 3 shall be paid equally by the County and the employee.
- D. In the event that a grievance is submitted to arbitration, the Employer and the Union by mutual agreement may submit

the grievance to non-binding facilitative mediation through a mutually agreed upon mediation service or mediator.

- E. The employee or his/her representative may be present at all steps outlined above, and the arbitration proceeding, without loss of pay or benefits.
- F. The Employer and employees will have the right to call witnesses to testify.

Section 3. No person or body constituting one of the steps of the grievance procedure outlined above shall have the power to add to or subtract from, nor modify any of the terms of this Agreement, nor shall he/she substitute his/her discretion for that of the County, the Sheriff, or the Union where such discretion has been retained by the County, the Sheriff, or the Union, nor shall he/she exercise any responsibility or function of the County, the Sheriff, or the Union. This limitation shall include the arbitrator as stated in Step 3.

Section 4.

- A. A grievance not appealed to the next higher step within the time limit shall be deemed permanently denied.
- B. Should the Employer or Union fail to respond at any step, the grievance shall automatically advance to the next step.

Section 5. 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.

ARTICLE 12

PROMOTIONAL PROCEDURES

Section 1. Requirements for All Applicants and Positions.

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

Section 2. Special Assignments. When the Sheriff's Office is anticipating a transfer or special assignment to receiving, medical or any other internal assignment in corrections, on February 15th of each year, the Sheriff or his designee will allow for members to submit letters of interest and highlight qualifications for such assignment.

Section 3. Detective and Sergeant.

- A. Applicants shall be required to participate in an "Oral Board" to consist of members of other local police agencies and members of the Ingham County Sheriff's Office. In the event that a written exam is given as determined by the Sheriff, the number of applicants invited to the Oral Board shall be determined by the number of applicants passing the exam.
- B. The Sheriff or his designee will rank all of the applicants at the conclusion of the Oral Board and forward the applicant list to the Sheriff. The Sheriff will then select from the top sixty percent (60%) of the qualified applicants.
- (1) Notwithstanding the above, in cases where there are 10 or less qualified applicants, the Sheriff may select from the entire list.
- (2) Where the calculation of 60% results in a fraction the number will round up at .5 or more and round down at .4 or less.

Section 4. Probation.

- A. Any Sheriff's Office employee who has been promoted but does not complete the probationary period shall have the right to return to his/her previous position unless said employee has been dismissed from the Sheriff's Office (either for just cause or due to incompleteness of the six month "new employee" probation).

ARTICLE 13

MANAGEMENT RIGHTS

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

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

Section 3. The Sheriff shall have the right to amend, supplement or add to his official Sheriff's Office Rules and Regulations during the term of this Agreement. The Sheriff shall notify the Union of any such amendments, supplements or additions in advance of their effective date.

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

Section 5. Discipline and discharge shall be for just cause, as provided in ARTICLE 9, DISCIPLINE.

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

ARTICLE 14

MANAGEMENT SECURITY

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

ARTICLE 15

NO PAST PRACTICES

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

ARTICLE 16

PROBATIONARY PERIOD

Section 1. When a new employee is hired, he/she shall be considered a probationary employee until two thousand eighty (2080) hours of work have been performed. The Union may represent him/her only for rates of pay, wages, and numbers of hours of employment and not for matters concerning discipline and/or discharge of a probationary employee. Probationary employees may be disciplined or terminated with or without cause within the sole discretion of the Sheriff.

Section 2. After termination of the initial probationary period, employees who are transferred or promoted out of the bargaining unit are subject to an additional probationary period as specified in the applicable labor contract. The Sheriff has the right while the promoted/transferred employee is on probation to return that person to his/her former corrections position until one thousand forty (1040) hours of work have been performed without loss of seniority, within the Sheriff's sole discretion and such decision by the Sheriff is not grievable and is final on all the Parties.

ARTICLE 17

MEDICAL DISPUTE

Section 1. In the event of a dispute involving an employee's physical or mental ability to perform his/her job, and the County or the Sheriff are not satisfied with the determination of the treating physician, the County or the Sheriff may require a report from a medical doctor of their choosing and at their expense.

- A. The employee shall make himself/herself available to the County or Sheriff's physician for examination at a time set by the physician.

Section 2. If the dispute still exists, at the request of the UNION, the employee's doctor and the County or the Sheriff's doctor shall agree upon a third medical doctor to submit a report to the County or the Sheriff and the employee, and the decision of such third Party will be binding on both Parties.

- A. The expense of the report of the third Party shall be borne equally by the County and the employee.

ARTICLE 18

DRUG TESTING PROTOCOL

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

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

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

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

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

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

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

Section 7.

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

- B. The laboratory shall have the capability of timely providing hard copy reports of specimen analysis.

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

Section 9. Drug Testing.

TESTING LOCATION FOR DRUGS:

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

- A. When the employee enters the drug testing location the COLLECTOR will require him or her to provide positive identification (photo ID). The COLLECTOR should also provide the employee with his/her identification.
- B. The COLLECTOR will explain the testing procedure to the employee.
- C. The COLLECTOR shall complete The Non-Federal Workplace Drug Testing Custody and Control Form. The employees shall complete the information required in the Employee/Donor section of the form. This section shall be signed by the Employee/Donor and sent to the Medical Review Officer (MRO).

- D. The Employee/Donor will initial the security seals that are placed over the primary and split sample specimen containers. The COLLECTOR shall instruct the employee to provide at least 45 ml of urine under the split sample method of collection.
- E. The Employee/Donor shall urinate into a collection container or a specimen bottle capable of holding at least 60 ml.
- F. The COLLECTOR, in the presence of the Employee/Donor, shall pour 30 ml of the urine into another bottle to be used as the primary specimen. At least 15 ml should remain in the original container or be placed into a third bottle to be used as the split specimen.
- G. Both bottles shall have the security seals placed over the closed caps by the COLLECTOR in the presence of the Employee/Donor.
- H. The COLLECTOR will place both the primary and split specimens into a mailing container.
- I. Both bottles shall be delivered in a single shipping container together with the laboratory copy of the chain of custody form.
- J. If the test result of the primary specimen is positive the Employee/Donor may request that the Medical Review Officer (MRO) direct that the split specimen be tested in a different DHHS certified laboratory for the presence of the drug(s). The MRO shall honor such a request if it is made within 72 hours of the employee having been notified of a verified positive test result.

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

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

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

Section 13. After discussion with the employee, the MRO will determine if the test is to be reported as positive. If positive, the MRO will contact the designated Vendor Representative and report the positive test. The Vendor Representative will

then contact the designated Employer Representative and report the results. The MRO will also advise the employee who tested positive that he/she has a 72 hour period for making a choice on testing the split specimen.

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

DRUG-FREE WORK PLACE POLICY STATEMENT

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

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

- All Ingham County Sheriff's Office employees are absolutely prohibited from unlawfully manufacturing, distributing, dispensing, possessing, or using controlled substances in the work place.
- Employees found to be in violation of this policy will be subject to appropriate personnel/disciplinary action up to and including termination.

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

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

Date: _____ Signature: _____

Section 15. Prescriptions for medical marijuana under Michigan's Medical Marijuana Act will not be accepted by the Employer as a defense or otherwise acceptable explanation or excuse or exemption from discipline for positive test results for cannabis.

ARTICLE 19

HOURS OF WORK

Section 1. The Sheriff has the right to assign an eight (8), nine (9), ten (10), or twelve (12) hour shift for Deputies assigned to Corrections duties.

A. The Sheriff shall provide a ninety (90) day notice of a change in shift duration corresponding with the shift selection process.

(1) The notice requirement shall not apply to emergencies or to assignments, transfers or reassignments of individual employees.

B. **Part-time Deputies.** Notwithstanding the above provisions, part-time Deputies may be scheduled for other than eight (8), nine (9), ten (10) or twelve (12) hour shifts.

Section 2. Employees are required to be on duty a minimum of eight (8) hours, nine (9) hours, ten (10) hours, or twelve (12) hours during each scheduled work day except as excused by the Sheriff.

A. **Lunch.**

(1) Such hours, as defined above, shall include a lunch break for Deputies required to carry a radio with them and be "on call" during lunch, and Correction Deputies who are required to eat at their duty station.

(2) Other employees who receive a period for lunch shall not be compensated for said period.

- (3) The County shall provide a refrigerator at the jail which can be used by Correction Deputies.

B. **Breaks**. Breaks to be established by policy of the Sheriff.

Section 3. Employees shall be paid at an annual rate for their work according to the pay schedules incorporated within this contract.

ARTICLE 20

SHIFT-PREFERENCE

Section 1. The Employer determines shift schedules.

Section 2. It is expressly understood and agreed to between the Parties that the Sheriff and/or his designee shall have the authority to determine how many employees shall be working at any particular time, notwithstanding any contrary provisions contained herein.

Section 3. Shifts will be bid on a quarterly basis.

- A. Three (3) twenty-eight (28) day schedules will equal one quarter.
- B. Employees will bid for shifts among other employees in the same job assignment. Job assignments include, but are not limited to Receiving, Corrections Deputies, and Visitors Control.
- C. New employees will be assigned shifts by the Sheriff or his/her designee for the first three (3) quarters of his/her employment. After the initial three (3) quarters of employment, the employee is eligible to bid for shifts.

Section 4. The employees shall submit a bid for shifts at least three (3) weeks prior to the twenty-eight (28) day posting of shift assignments for the quarter.

- A. It is agreed to between the Parties that seniority for the purposes of shift selection shall be pursuant to ARTICLE 6, SENIORITY, including Section 4, except as otherwise provided herein.
- B. Any employee who fails to submit a timely bid shall forfeit his/her preference for that quarter and may be assigned any shift by the Command Officer.
- C. **Vacation Requests.** The employee shall also submit at this time for approval any vacation request for the quarter that the employee has not previously submitted under ARTICLE 30, VACATION, Section 7.

Section 5. Shift assignments for the quarter shall be posted twenty-eight (28) days in advance of the start of that quarter and will be determined on the basis of **seniority**. However, it is expressly understood and agreed to between the Parties that for the first quarter, this posting could be less than the twenty-eight (28) days. It is agreed to between the Parties that, in the event of emergencies or manpower shortages, the shift-preference article may be suspended and waived by the Sheriff and he may assign personnel irrespective of the shift-preference schedule for the length of the manpower shortage or emergency. Further, shift-preference shall be waived and suspended for two (2) employees who attend school which is directly related to the Sheriff's Office operations for the length of the school and not to exceed two (2) employees per shift.

The Sheriff shall determine which individuals, if any, will be permitted to go to schools as noted above.

Section 6. The Parties will attempt to avoid having employees work back to back shifts as long as it does not result in overtime or operational problems.

Section 7. The Union president shall be allowed to work the day shift, unless it becomes necessary to have him/her assigned to another shift, after which, the president shall then be reassigned to the day shift.

ARTICLE 21

PASS DAYS

Section 1. Because deputies are required to work regardless of calendar weekends, i.e., Saturdays and Sundays, the County grants days off in lieu thereof and refers to these as "pass days."

Section 2.

- A. Employees earn pass days every twenty-eight (28) day scheduling period (the equivalent of two bi-weekly payroll periods) that they are actively employed by the County.
- B. During each twenty-eight (28) day scheduling period:
 - (1) An employee working on an eight (8) hour per day schedule works twenty (20) days during each scheduling period for a total of two hundred sixty (260) days, compensated at eight (8) hours each day, and will earn eight (8) pass days for a total of one hundred four

(104) pass days every three hundred sixty four (364) calendar days.

(2) An employee working on a ten (10) hour per day schedule works sixteen (16) days during each scheduling period for a total of two hundred eight (208) days, compensated at ten (10) hours each day and will earn twelve (12) pass days for a total of one hundred fifty-six (156) pass days every three hundred sixty four (364) calendar days.

(3) An employee working on a twelve (12) hour per day schedule works fourteen (14) days during each scheduling period, for a total of one hundred eighty-two (182) days compensated at twelve (12) hours each day, except for the one eight (8) hour day each fourteen (14) day scheduling period and will earn fourteen (14) pass days for a total of one hundred eighty-two (182) pass days every three hundred sixty four (364) calendar days.

Section 3. Pass Days Selection. All Corrections employees will be permitted to select their pass days from the schedule under the following provisions:

A. The Division Commander will place all approved vacation requests, special assignments, prior approved special pass days and scheduled mandatory training on the schedule for the three (3) twenty-eight (28) day shifts (1 quarter) along with the names of the Deputies assigned to that shift.

- B. The Division Commander will place on the schedule the minimum number of employees required on any given day of the week within the areas of job assignment. (i.e., jail, receiving, etc.).
- C. The number of employees assigned to specific areas and/or shifts will be divided into thirds by seniority.
- (1) The first third of these Deputies will have their first choice of pass days the first shift (twenty-eight (28) days) of the quarter;
 - (2) The second third, first choice the second shift (twenty-eight (28) days) of the quarter;
 - (3) And the third third, first choice the third shift (twenty-eight (28) days) of the quarter.
- D. At no time will any employee be allowed to have more than two (2) weekends, or any portion thereof (Saturday and/or Sunday), (for the night shift weekends shall mean Friday and/or Saturday) as scheduled pass days each shift period (28 days), or a total of six (6) weekends per quarter unless at the completion of this process no other employee has requested a specific weekend.
- E. The Shift Supervisor will contact every employee assigned to his/her shift for their pass days request, bearing in mind Subsections B, C and D above.
- F. If there is a conflict of pass days that create a violation of Subsection B above, the Shift Supervisor will attempt to resolve this conflict with the

employees involved. If it cannot be resolved among the Shift Supervisor and the employees, the Division Commander will make the final decision.

- G. No employee will be able to select their pass days or have the particular day off which they desire if it results in overtime compensation obligations. Further, Command Officers reserve the right to make the final decision on selection of days off if no agreement is reached as provided above or if it results in overtime obligations.

Section 4. Employees may change a pass day after the schedule has been posted if they receive permission from their direct Supervisor.

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

Section 6.

- A. Pass days pursuant to Section 2 and 3 above shall be posted twenty-eight (28) days in advance of the days to be taken.
- B. The employee shall request pass days at least three (3) weeks prior to posting of the work schedule. Said request shall be granted if the Sheriff determines the same will not interfere with the normal operations of the Sheriff's Office.

Section 7. Pass days may, if the schedule permits, be coupled with vacation leave.

Section 8. Records of pass days, days worked, and days not worked other than pass days shall be maintained in the Sheriff's Office and shall be available during reasonable times for review by the employee. A copy of these records shall be provided to the Payroll Office at the end of each two (2) payroll periods.

Section 9. Employees may be permitted to trade days off as follows:

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

ARTICLE 22

WAGES

Section 1. Effective Date. Wages shall be paid in accordance with the Wage Schedule in ARTICLE 23, WAGE SCHEDULE, and those wage rates shall become effective as indicated in the Wage Schedule. No retroactive payment will be made unless the employee is employed by Ingham County in the Sheriff's Office on the date of ratification of this Agreement by both Parties.

Section 2. Educational Bonus.

- A. All bonuses under this section shall be paid in a lump sum during the December following the date upon which all conditions have been met.
- B. Employees shall receive a lump sum bonus following completion of their probationary period following presentation of satisfactory proof of educational achievement as follows:
 - 1. 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;
 - 2. A one-time Five Hundred Dollar (\$500.00) bonus for completion of a college Bachelor's Degree program in law enforcement, unless a bonus under subsection (A) has been received, in which case, the bonus under this subsection shall be a one-time Three Hundred Dollar (\$300.00) bonus.

Section 3. Working in Higher Classification or Rank.

- A. In any case, when an employee is qualified for and is temporarily required to regularly serve in and accept the responsibility for work in a position of a higher class or rank, such employee shall receive the entrance rate of that rank, or Two Hundred Dollars (\$200.00) per annum above his/her present rate of pay, whichever is higher, while so assigned, subject to the approval of the Sheriff and not to exceed ninety (90) days; provided that for an employee to qualify for the higher rate of pay in such temporary assignment to a higher position or rank, said employee shall be assigned on a regular and continuous basis in that higher paid position for at least forty consecutive hours.
- B. An employee may be temporarily assigned to the work of any position in the same or lower rate without change in pay. Such action may not necessarily be considered a demotion.

Section 4. Promotions.

- A. Employees will not be paid at rates in excess of the maximum for their classification.
- B. After a promotion or transfer, the compensation will become effective the payroll period following the specific date of a promotion/transfer.
- C. A Corrections Deputy transferred to the assignment of Deputy shall be compensated at a rate at least equal to the compensation he/she received

as a Corrections Deputy. Upon said employee's anniversary date, he/she shall move to the next appropriate step.

Section 5. Inclement Weather Paid Administrative Leave Compensation. In cases where the County is officially closed by the Controller and the Chairperson of the Board of Commissioners due to inclement weather or other acts of God, either in its entirety or department by department the following policy will be in effect:

- A. If notification of the closure is rendered employees will be paid for hours normally scheduled. Employees who are scheduled and report to work will receive one (1) vacation hour to be added for each hour worked.
- B. Inclement weather compensation is subject to a maximum of twenty-four and one-half (24 1/2) hours per calendar year of paid administrative leave.

ARTICLE 23

WAGE SCHEDULE

Section 1. Wage Schedule.

- A. Employees shall be compensated in accordance with the Wage Schedule based on their date of continuous service in the bargaining unit.
- B. Upon achieving sufficient service to be eligible for compensation at a higher specified rate, an employee shall be compensated at such rate commencing with the next payroll period:

Section 1. Wage Schedule Continued

	Effective 01/01/18 +1.0%	Effective 01/01/19 +2%	Effective 01/01/20 *Wage Re-Opener
(Step 1) Start	\$37,154.08	\$37,897.16	*
(Step 2) 1 Year	\$47,293.76	\$48,239.64	*
(Step 3) 2 Years	\$50,225.26	\$51,229.77	*
(Step 4) 3 Years	\$53,660.70	\$54,733.91	*
(Step 5) 4 Years	\$58,484.30	\$59,653.99	*

***Right to Wage Re-Opener.** The Union shall have the option to demand to negotiate wages for 2020.

Section 2. Shift Premium. Employees who work from 6:45 p.m. to 7:00 a.m. shall be paid a thirty-five cent (\$.35) per hour shift premium for all hours worked between 6:45 p.m. and 7:00 a.m. Shift premium does not apply to any other benefit or overtime premium. Shift premium shall be effective on execution of the Contract.

Section 3. Implementation.

- A. The above wage schedule shall be effective as indicated.
- B. New hires will be paid at Step 1 unless the Employer secures the agreement of the union to a different rate.
- C. No retroactive payment and benefits will be made unless the employee is employed upon the date of ratification of this Agreement by both Parties.

Section 4. Payroll. Payroll shall be issued on a bi-weekly basis (14 consecutive calendar work days) by direct deposit or by payroll debit card consistent with the requirements of MCL 408.476 (Michigan Wage and Fringe Benefit Act).

Section 5. Overpayments.

- A. Any undisputed overpayment of compensation discovered no later than twenty-eight (28) days from the date of overpayment shall be repaid through payroll withholding.
- B. The Employer reserves the right to recoup any overpayments discovered after the twenty-eight (28) day period according to law.
- C. 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.

Section 6. For any employee who is paid by the County to voluntarily attend a conference, training or workshop, etc., at the employee's request and voluntarily terminates employment with the County within six (6) months of attending such conference, training or workshop, etc., the employee shall repay the County the costs attributed to the conference, training or workshop, etc., by payroll deduction. Such costs do not include wages paid. Excluded are employees who retire during this time and immediately receive retirement benefits.

ARTICLE 24

OVERTIME AND PREMIUM PAY

Section 1.

- A. Employees shall be compensated at straight time for assigned hours worked.
- B. Any time worked in excess of the assigned eight (8) hours a day, nine (9) hours a day, ten (10) hours a day, or twelve (12) hours a day, depending upon the shift schedule, shall be considered overtime.
 - (1) All time worked in excess of the employee's shift schedule shall be compensated by payment at the rate of time and one-half the employee's straight time rate or accumulated as compensatory time as stated below:
 - (a) Compensatory hours will be compensated at and accumulate at time and one-half the overtime hours worked.
 - (b) The approval of compensatory time requests for overtime hours worked on a holiday will be at the Employer's discretion on a case by case basis.
 - (c) Should the Sheriff's Office adopt any future prohibitions on granting compensatory time requests in lieu of overtime payment the Union will be notified in advance.

C. **Compensatory Time Option for Overtime Payment.**

- (1) Effective January 1, 2018, in lieu of overtime payment as stated above, employees may accumulate said overtime as compensatory time to a maximum of eighty (80) hours.
- (2) Compensatory time may be taken when it is mutually agreed between the employee and the Sheriff or his/her representative. The maximum use of compensatory time at any one time will be sixty (60) hours.
- (3) Employees who are provided compensatory time for overtime hours worked on a holiday must use that compensatory time prior to the first pay in December of the year in which the compensatory time is earned.
- (4) Employees who do not use compensatory time earned for overtime holiday hours prior to the first pay in December of the year in which the compensatory time is earned shall have their compensatory time paid in wage prior to the end of the calendar year.
- (5) No compensatory time shall be paid for overtime holiday hours worked in December.

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

Section 2. Work beyond an employee's regular shift shall be authorized by the employee's immediate supervisor at the time he/she is instructed to perform any assignment that extends beyond the end of that duty day, and shall be **documented** on a form furnished by the Sheriff and signed by the employee's immediate supervisor.

Section 3. Court Time Premium Pay and Minimum. When an off-duty Deputy is required to spend time in Court, Licensed Appeal Board hearings, or Liquor Control Board hearings for a matter arising out of his/her employment which does not involve the Deputy on a personal matter, he/she shall receive the witness fee, if one is payable, plus the difference between such witness fee and pay at time and one-half for the time actually spent on the assignment, with a minimum of two (2) hours of pay at time and one-half. If no witness fee is payable, he/she shall receive pay at time and one-half for the time spent on the assignment, with a minimum of two (2) hours of pay at time and one-half. This minimum does not apply under circumstances where the employee attends proceedings beyond the end of the employee's normal shift. Mileage that may be paid by the court will be considered separate payment and will not be included in the above pay.

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

Section 4. Call Back Premium Pay and Minimum. If an employee is called back to work after completion of a regular work period, he/she shall be compensated for a minimum of one and one-half hours of overtime at the rate of time and one-half, and

all hours worked which exceed the first one and one-half hours shall be paid at the rate of time and one-half.

Section 5. Out of State Transport Exception. Provisions of this Article regarding overtime shall not apply when a Deputy 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 Deputy on such a trip will be eligible for straight time pay on his/her regular shift basis.

Section 6. 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 7. Corrections Training Pay. Deputies who are assigned to work as corrections training deputies shall receive an additional thirty (30) minutes of compensation at the rate of time and one-half (1 1/2) their regular straight time rate for each day they are assigned to work with a trainee.

ARTICLE 25

LONGEVITY PLAN

Section 1.

- A. **Grandfather Provision.** All regular full-time employees who hired into the County prior to December 31, 2012, having completed four (4) years of continuous permanent employment prior to December 1st of each

calendar year shall be eligible to receive a longevity bonus for service with the County:

- (1) The longevity bonus shall be computed as a percentage of the employee's annual base wage.
 - (2) Base 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.
 - (3) No longevity payment, as above scheduled, shall be made for that portion of an employee's base wage which is in excess of Twenty Thousand Dollars (\$20,000.00).
 - (4) Employees hired into Ingham County on or after December 31, 2012, shall not be eligible for longevity payments.
- B. Payments to employees who become eligible by their anniversary date, prior to December 1st, of any year shall be due the first regular working day of December.
- C. 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.

- (1) An employee on an approved unpaid leave of absence, during the twelve (12) months eligibility period for a longevity payment, other than the initial payment, shall receive a prorated payment based on the number of completed months he/she received full compensation.
- (2) **Retirement.** Employees whose service with the County terminates because of service or disability retirement, death or are laid off shall be paid a prorated bonus when they retire, based on the number of calendar months of full-time active service credited to them from the preceding December 1st to the date of cessation of their active employment.
- (3) **Termination.** An employee whose employment with the County terminates for other reasons prior to December 1st shall not be eligible to receive a longevity bonus.

Section 2.

- A. 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 \$ 600.00
8 or more, but less than 12 years	5% of annual wage \$1,000.00
12 or more, but less than 16 years	7% of annual wage \$1,400.00
16 or more years	9% of annual wage \$1,800.00

- B. ***Longevity Freeze.** During 2012, 2013 and 2014 the amount of the longevity payment to Grandfathered employees hired into Ingham County before December 31, 2012, shall be frozen at the amount of longevity the

employee received in 2011 and the employee will not receive any further longevity increases until 2015 at which time the employee shall move to the bonus amount the employee would normally have received in 2012 but for this freeze.

Section 3.

- A. 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.
 - (1) The Sheriff shall indicate the amount of the longevity bonus due each such employee.
- B. The 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 revisions necessary, inform the Sheriff, and provide one list of approved longevity payments to the Controller.
- C. The Controller shall authorize payment pursuant to County procedures.

ARTICLE 26

RETIREMENT

Section 1.

- A. Retirement benefits are provided by the County through the C-2 Plan of the Municipal Employees Retirement System and are incorporated in this contract by reference.

- B. Effective January 1, 1994, employee retirement benefits will be provided by the County through the B-4 Plan with the FAC-5. The increased cost of said plan shall be paid by the employees.
- C. Employees will be covered with the Municipal Employees Retirement System's 55-F waiver with fifteen (15) years of service, on a contributory basis as provided below. Commencing January 1, 1986, the County will pay one percent (1%) on behalf of the employees with the employees paying the balance of the cost for the 55-F waiver through payroll deduction.
- D. Effective December 31, 1989, employees shall be provided with the MERS F-50 waiver with twenty-five (25) years of service in addition to the above referenced 55-F waiver. The employees shall pay for the full cost of the F-50 waiver through payroll deduction. The F-50 waiver benefit shall be at no cost to the Employer.
- E. Effective at the first available enrollment period following ratification, (January 1, 1998) the employees' retirement plan multiplier shall be increased to 3.2%. The cost of this improvement shall be borne entirely by the employees and paid through payroll deduction. The Employer only shall pay for the start-up fee for this plan and annual administrative fees, if any.
- F. Employees hired on or after January 1, 2013, shall participate in a MERS Hybrid Pension Plan. The MERS Hybrid Pension Plan will consist of: (1)

a Defined Benefit (DB) component with a 1.5% Benefit Multiplier and (2) a Defined Contribution (DC) component.

(1) DB Component – The Employer is required to and shall pay the full cost of the Defined Benefit Component. Employees shall have no (0%) contribution requirement toward the cost of the Defined Benefit Component at any time during the employee's employment with the Employer. The Defined Benefit Component shall provide a 1.5% Benefit Multiplier. The DB component shall include the 55/25 Rider.

(2) DC Component – Employees will contribute to the Defined Contribution (DC) Component of the Hybrid Plan in an amount of their choice but no less than 2% of the Employee's base wage. The Employer will match the employee's contribution with a contribution equal to 1% of the employee's base wage. The issue of the amount of the Employer match shall be subject to a reopener in 2014.

G. Full-time employees hired prior to January 1, 2013, may convert to the Hybrid Plan at their option in accordance with the terms of the Plan, pursuant to MERS requirements, and under the MERS Uniform Hybrid Program Resolution as adopted by the Board of Commissioners.

Section 2. Retiree Health Care.

- A. Employees who have retired since January 1, 1971, and are immediately eligible for retirement benefits, shall be provided single subscriber health and hospitalization coverage Medicare supplement.
- B. (1) Employees who retire after May 11, 1993, and who are immediately eligible for retirement benefits shall be provided single subscriber health and hospitalization coverage.
- (a) Non-Medicare eligible retirees shall receive the same health coverage options as active employees if available **to retirees**, with a benchmark and the increase in the benchmark as set forth in Article 34, HOSPITALIZATION-MEDICAL COVERAGE. Increases in premium costs which exceed the benchmark will be shared 50/50 by the EMPLOYER and the retiree on a monthly basis.
- (2) Retirees can pay for their spouse's or dependent's coverage under the conditions established by the County.
- (3) Medicare eligible retirees will be offered enrollment in a Medicare supplement plan and must accept and pay for Part B coverage. Medicare eligible retirees will have the choice of the following plans:

(a) Humana Medicare Advantage Plan. The County shall pay the premium for the Medicare eligible retiree up to the benchmark, with the County and retiree splitting any costs over the benchmark 50/50. If a coverage or plan is no longer available, the retiree must select from what is available and pay the difference in cost, if any.

(4) Employees who retire after January 1, 2013, who reach the age at which they become Medicare eligible must apply for Medicare. Medicare coverage may be supplemented by the Humana Medicare Wraparound Plan. The Employer may implement changes to the Wraparound Plan with prior written notice to the retiree.

(a) Employees hired on or after January 1, 2013, shall receive Employer paid contributions to single subscriber retiree health insurance at the age of fifty-five (55) years as follows:

After 10 years of service	50% of annual premium cost
After 15 years of service	75% of annual premium cost
After 20 years of service	100% of annual premium cost

- The Employer's contribution for employees hired on or after January 1, 2013, shall be capped at the

above percentage amount of contribution for single health care coverage.

- Employees hired on or after January 1, 2013 shall not be eligible for retiree health until they reach 55 years of age regardless of their age at retirement or the number of years of service.

The retiree shall apply for Medicare, Medicaid or similar federal program benefits as soon as he/she is eligible. As of said date all benefits payable by the County shall be reduced by an amount equal to federal benefits pertaining at that time and shall be supplemented to such coverage. In the event the name of any of the Federal coverages/benefits referred to herein shall be changed, this section shall be deemed to apply to any and all similar or replacement programs subsequently designated.

Section 3. Retiree Life Insurance. Effective January 1, 2013, no retirees shall receive life insurance paid by the employer.

ARTICLE 27

UNIFORMS AND CLOTHING

Section 1. Uniforms. In the selection, procurement and issuance of uniforms, the County will give due consideration to the items, numbers, materials and quality consistent with the needs, use, function and responsibility of the Deputy. The use of fatigues will be set by policy.

Section 2. Uniform Maintenance. A dry cleaning and laundering allowance shall be paid by the County, in the sum of Three Hundred Dollars (\$300.00) annually to each Correction Deputy. Effective upon execution of this Agreement, the dry cleaning and laundering allowance shall be increased to Three Hundred Seventy-Five Dollars (\$375.00) annually for Corrections Deputies. Said sum shall be payable at the end of each calendar quarter, commencing January 1, 2003. In the event that the County contracts to provide cleaning and laundering services for employees, this section and the payments in it shall be eliminated. This dry cleaning and laundering allowance will be determined on the basis of Twenty-Five Dollars (\$25.00) per month for Correction Deputies compensated up to the stated annual maximums. Effective upon execution of this Agreement, this dry cleaning and laundering allowance will be determined on the basis of Thirty-One and 25/100 Dollars (\$31.25) per month for Correction Deputies, compensated up to the stated annual maximums.

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

Section 4. Employees required by the Sheriff to attend the Police Academy shall receive a clothing reimbursement upon presentation of evidence of purchase(s) up to a maximum of One Hundred Dollars (\$100.00). The clothing reimbursement is only for those items purchased as required by the Police Academy which the employee does not already have.

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

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

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

Section 6 Equipment Allowance. Effective January 1, 2018, Corrections Deputies will receive a two hundred fifty (\$250.00) dollar equipment allowance each year. This will be payable in a lump sum in April for that calendar year. All requests for payment must be accompanied by receipts.

ARTICLE 28

PARKING AND TRAVEL

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

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

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

ARTICLE 29

HOLIDAYS

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

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

Section 3.

A. Employees who do not receive a day off with pay due to the occurrence of one of the above holidays are eligible to receive (8) hours pay at their regular rate per each authorized holiday, whether such holiday ~~be~~ **is** worked or not. This is applicable whether the employee is scheduled for an eight (8), nine (9), ten (10), or twelve (12) hour day.

(1) Hourly rate for purposes of holiday pay shall be determined by dividing the annual wage by two thousand eighty (2,080) hours.

(2) Payment shall be made for each holiday in the paycheck covering the payroll period in which the designated holiday pay is earned.

B. Effective December 23, 1996, in addition to the eight (8) hours holiday pay, employees who work on a designated holiday shall be paid or may accumulate compensatory time at the rate of time and one-half (1 1/2) their regular straight time rate for all hours worked on the holiday.

Section 4. An employee who calls in sick on the last scheduled day before and/or the first scheduled day after the holiday, and/or the holiday (if scheduled) will not be eligible for the day as holiday pay, unless excused by the Sheriff or the employee has a written doctor's excuse.

Section 5. Employees shall be entitled to the preceding day off with pay, whenever Christmas and New Year's Day falls on Tuesday, Wednesday, Thursday, or

Friday. Those who are required to work shall be paid in accordance with Section 3 above.

ARTICLE 30

VACATIONS

Section 1.

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

<u>Consecutive Years of Service With the County</u>	<u>Hours Earned Each Fully Compensated Payroll Period and Prorata Increments Thereof</u>
During First Year	3.384 hours (88)
During Second Year	3.693 hours (96)
During Third Year	4.000 hours (104)
During Four through Eight Years	4.923 hours (128)
During Ninth Year	5.231 hours (136)
During Ten through Fourteen Years	5.846 hours (152)
During Fifteen through Nineteen Years	6.492 hours (168)
Following Twenty Years and Over of Uninterrupted Employment	7.077 hours (184)

B. (1) All regular full-time employees hired on or after January 1, 2013, shall earn vacation (annual leave) as follows:

<u>Consecutive Years of Service With the County</u>	<u>Hours Earned Each Fully Compensated Payroll Period and Prorata Increments Thereof</u>
During First Year	3.076 hours (80)
During Second Year	3.384 hours (88)
During Third Year	3.693 hours (96)
During Four through Eight Years	4.615 hours (120)
During Ninth Year	4.923 hours (128)

During Ten through Fourteen Years	5.538 hours (144)
During Fifteen through Nineteen Years	6.153 hours (160)
Following Twenty Years and Over of Uninterrupted Employment	6.769 hours (176)

- (2) Effective January 1, 2019, all regular full-time employees hired on or after January 1, 2013, shall earn vacation (annual leave) as follows:

Consecutive/Continuous Years of Service With the County	Hours Earned Each Fully Compensated Payroll Period and Prorata Increments Thereof
During First Year	3.076 hours (80)
During Second Year	3.384 hours (88)
During Third Year	3.693 hours (96)
During Four through Eight Years	4.615 hours (120)
During Ninth Year	5.538 hours (144)
During Ten through Fourteen Years	5.846 hours (152)
During Fifteen through Nineteen Years	6.492 hours (168)
Following Twenty Years and Over of Uninterrupted Employment	6.769 hours (176)

Section 2. The County shall keep a record of annual leave credit and the Sheriff shall schedule vacation leave to accord with operating requirements and, insofar as possible, with the written request of the employee.

Section 3. Vacation days may not be used until the employee has six (6) months of continuous service with the County.

Section 4.

- A. All vacation requests must be received by the Sheriff in writing no later than February 15th of any year.

- B. Vacation schedules will be determined based on employee's request and the needs of the Sheriff's Office.
- C. Conflicts in vacation requests will be resolved based on seniority as described in ARTICLE 6, SENIORITY, including Section 4, herein.
 - (1) An employee who fails to timely submit his/her request shall lose his/her right to vacation preference because of seniority for that particular calendar year.
- D. The approved vacation request schedule will be issued by the Sheriff no later than March 15th of any year.
 - (1) Vacation requests submitted prior to February 1 which were denied will be documented and given first priority for future consideration based on seniority.
 - (2) Those employees failing to make a written request for vacation by February 15th will have their vacation scheduled as the remaining vacation time and Sheriff's Office needs permit.

Section 5.

- A. Annual leave days not used may only be accumulated to a maximum of three hundred (300) hours or three hundred twenty (320) hours with the written approval of the Undersheriff.
- B. If the vacation period is not established for the employee within thirty (30) days after the request by the employee has been submitted to the Sheriff,

as herein required, or if the employee is not able because of Sheriff's Office directive or emergency to take all or any part of his/her allotted vacation time, the employee shall not lose vacation time if the delay or cancellation would result in the accumulation of more than three hundred (300) hours of vacation up to a maximum of three hundred and twenty (320) hours, notwithstanding any provision to the contrary in this Article.

Section 6. Absence on account of sickness, illness, or disability in excess of that hereinafter authorized for such purposes may, at the request of the employee, be charged against leave allowance.

Section 7.

- A. Vacation hours earned in accordance with provisions of this Article will be paid to employees who have completed their probationary period upon resignation if two (2) weeks' prior written notice is given by the employee.
- B. Vacation hours will not be paid in cases of discharge from employment. However, if an employee resigns in lieu of termination, he/she will be paid earned vacation hours.

ARTICLE 31

LEAVES OF ABSENCE

Section 1. General Provisions.

- A. **Leave of Absence Without Pay.** An employee taking an approved leave of absence, for any reason, will be allowed to continue his/her group life

insurance coverage for sixty (60) calendar days if he/she pays the monthly premium, and group health insurance coverage for ninety (90) calendar days if he/she pays the monthly premium. The County's group premium rates will terminate after sixty (60) calendar days for life insurance coverage and after ninety (90) calendar days for health and hospitalization coverage, but the employee may, at his/her own expense, convert both insurances into individual policies at appropriate non-group premium rates under the guidelines established by the insurance carriers. Upon returning to active employment, the employee will again be provided with the regular insurance benefits. No other insurance benefits will continue during said leave.

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

- B. **Leave of Absence With Pay.** The County will continue to pay the monthly premiums for life insurance coverage, dental coverage, and hospitalization coverage as per County guidelines.
- C. Absence from work that exceeds three (3) work days without the proper notice to the employee's supervisor shall be considered to be a voluntary termination of employment.

- D. Vacations, holidays, leave on account of sickness, and other fringe benefits which have been earned prior to an approved leave of absence will be retained, but such benefits will not accumulate during a leave of absence.
- E. An employee on an unpaid medical leave of absence will be eligible for a longevity payment on a prorated basis, except for the initial payment.

Section 2. Military Leave.

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

Section 3. Military Reserve Leave of Absence. Upon presentation of official orders requiring reserve training, a regular full-time employee who is a member of an armed forces reserve unit may be granted a leave of absence for such time as is required to engage in an annual reserve training program. Upon presentation by the employee of appropriate compensation records identifying the dates of payments made for the training program, the County shall pay the difference between the compensation

received for the reserve training and the compensation that would have been received had the employee worked as scheduled for up to ten (10) working days annually. In the event that the annual reserve training program required for an employee exceeds the ten (10) days specified above, the additional days shall be granted as a leave of absence without pay (or charged against the employee's accumulated vacation leave if requested by the employee).

Section 4. Special Leave. The Sheriff may authorize an employee to be absent without pay for personal reasons for a period, or periods, not to exceed a total of ten (10) working days in any calendar year. In such instances, the Sheriff will notify the Controller's Office to discontinue payment of wage to the employee during the absence. Upon prior approval of the Human Resources Director, the Sheriff may authorize unpaid special leaves of absence for any period, or periods, not to exceed a total of ninety (90) days in any calendar year, for personal reasons. Under unusual circumstances, the Administrative Services/Personnel Committee may approve one ninety (90) day extension.

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

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

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

ARTICLE 32

SICK LEAVE

Section 1.

- A. Each employee shall earn sick leave credit based on the ratio of 3.846 hours for each period of eighty (80) hours of compensated employment, and pro-rated increments thereof being the equivalent of one hundred (100) hours per year.
- B. Effective 01/01/13 the employee shall earn sick leave credit based on the ratio of 3.6923 hours for each payroll period of eighty (80) hours of compensated employment and prorated increments thereof, being the equivalent of ninety-six (96) hours or 12 days per year.

Section 2. Maximum Accumulation. Sick leave credit shall accrue to a maximum of one thousand nine hundred twenty (1,920) hours.

Section 3. Purpose.

- A. Sick leave credit may be used for absence due to personal illness, personal injury, exposure to contagious disease, doctor or dentist appointments.
- B. A cumulative maximum of forty-nine (49) hours of sick leave credit per contract year may be used for the illness of a spouse, minor dependent child or step-child, parent, grandchildren or in-laws (current) of the employee. This will be counted as FMLA Leave where it otherwise qualifies.

C. Medical verification may be required by the Employer.

Section 4. Notice. An employee taking sick leave shall inform his/her immediate supervisor of the fact and the reason therefore, before the beginning of the employee's work day unless prohibited by extenuating circumstances.

Section 5. Minimum Increments. Sick leave credits shall be utilized in minimum increments of not less than one quarter (1/4) of one hour.

Section 6. Proof of Illness. An employee may be required to provide proof of illness in the form of a physician's letter or other means of proof at the request of the Employer when there is reasonable justification.

Section 7. Payment of Sick Leave. All payment for sick leave shall be made at the employee's current rate of pay.

Section 8. Transfer of Sick Leave. An employee who transfers within the County and/or Court, from one bargaining unit to another, or out of a unit, shall use the accrued and unused sick leave credit subject to the terms and conditions of the successor contract, or the Employer's personnel practices, whichever are applicable.

Section 9. Cash-Out Upon Separation.

A. Upon separation from employment, an employee hired before January 1, 2013, shall be paid for accrued and unused sick leave credit at his/her base rate of compensation at the time of separation on the following basis:

- (1) **Death:** Fifty percent (50%) of the maximum one thousand four hundred forty (1,440) to a maximum seven hundred twenty (720)

hours upon the death of the employee to the designated beneficiary.

(2) Retirement: Fifty percent (50%) of the maximum one thousand four hundred forty (1,440) to a maximum seven hundred twenty (720) hours upon the retirement of the employee.

- B. Employees hired after January 1, 2013, shall receive payout at the time of death or retirement at the rate of 25% of accrued hours up to a maximum accrual of one thousand four hundred forty (1,440) hours for a maximum payout of three hundred sixty (360) hours.
- C. No payment shall be made upon separation of employment for any other reason than death or retirement.

Section 10. Annual Cash-Out Option. Upon execution of a written option, an employee shall be paid for one-half (1/2) of the balance of the sick leave credit earned, but unused during the previous twelve (12) month period, to a maximum of forty (40) hours. (Effective 01/01/13 the maximum annual payout shall increase to 48 hours.) The payment request shall be submitted on the designated form no later than May 15, and the payment shall be received no later than June 15.

Section 11. Medical Dispute. The Sheriff may require a physical or mental exam by a doctor at the Employer's expense, to determine the employee's ability to perform his/her regular duties, if deemed appropriate. The employee may obtain a second opinion at the employee's expense, and in the event that there is a dispute between the Employer's doctor and the employee's doctor, both of these doctors shall

select a third doctor, whose decision shall be final and binding on the Parties. The expense shall be born equally between the Employer and employee to the extent it is not covered by the employee's insurance.

Section 12. Sick Time Donation.

- A. An employee within the bargaining unit may donate a cumulative total of sixteen (16) hours of accumulated sick leave per contract year to unit members who are off work for an authorized illness or injury, and have exhausted all available compensation.
- B. The donating employee must have at least two (2) years seniority, and one hundred twenty (120) hours of accumulated sick time.
- C. This Section will be dependent upon approval of the Sheriff and Human Resources Director in each case.
- D. The decision of the Sheriff/Human Resources Director shall not be subject to the grievance procedure.
- E. Order of Time Donations shall be taken alphabetically A to Z on even numbered years, and reverse alphabetically Z to A on odd numbered years.
- F. Effective January 1, 2019, the above sick-time donation language will be replaced and supplanted by the parties adoption of, and incorporation by reference and attachment to this CBA, Ingham County's county-wide Sick Leave Donation Policy. See attached as Appendix A.

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

Section 14. Family Medical Leave Sick Use. Employees may use accumulated sick time for approved leave of absences relating to a Family Medical Leave request when it is necessary, as medically certified, to care for a family member. This is in addition to the time allowed in Section 3. This sick time use will be granted after the employee has exhausted other available time. There shall be no donation of sick time for care of family members.

ARTICLE 33

PERSONAL LEAVE, FUNERAL LEAVE AND JURY DUTY

Section 1. Personal Leave

- A. On an annual basis, each eligible employee shall receive forty-nine (49) hours of personal leave time to be taken in minimum increments of one (1) hour.
- B. Employees shall be credited with personal leave during the first pay period ending date of each calendar year.
- C. New employees shall receive personal leave time on a pro-rated basis.
- D. The request for use of personal leave must be made at least twenty-eight (28) days in advance with the exception of the provisions of Section 3.
- E. A request for use of personal leave will be granted or denied within five (5) working days.

- F. Personal leave must be used during each calendar year in which the time is credited and any unused time will not carry over to the next calendar year.
- G. Personal time must be used by the end of the last full pay period of the calendar year.
- H. **Purpose.** Personal leave time may be used for all purposes including illness of immediate family members residing in the employee's household.
- I. In the event personal leave time is used for immediate family illness the employee shall inform his/her immediate supervisor of the fact and the reason therefore before the first hour of the employee's work day.
 - (1) **Proof of Family Member Illness.** An employee may be required to provide proof of illness of a family member in the form of a physician's letter or other means of proof when proof is justified by a pattern, frequency, or length of illness or other circumstances giving rise to reasonable suspicion.
- J. Nothing in this section relieves the employee from securing the approval of the supervisor, which approval will not be unreasonably denied.

Section 2. Funeral Leave

- A. **Compassionate (Funeral) Leave.** If a death occurs among a member of an employee's immediate family, the employee will be excused from work to attend the funeral and make other necessary arrangements from the

date of death until the day after the funeral, up to a maximum of five (5) days, three (3) of which will be with pay and, if necessary, two (2) additional days to be charged against earned sick leave or personal leave.

(1) Immediate family is defined as: spouse, children, parents, father-in-law, mother-in-law, step-children, brother and sister.

B. One (1) day, the day of the funeral, is allowed in the case of the death of an uncle, aunt, nephew, or niece, and two (2) days from brother-in-law, sister-in-law, daughter-in-law, son-in-law, grandfather, grandmother, or grandchild, to be charged against earned sick leave or personal leave.

(1) Upon approval of the Sheriff or his designee, one (1) additional day may be granted, to be charged against sick leave or personal leave.

(2) Any additional time must be charged against personal leave or annual leave.

C. The Sheriff is to be notified immediately of a death in the family and the extent of the expected absence.

D. The employee shall provide appropriate verification to confirm his/her eligibility for the provisions of this Article, if requested by the Sheriff.

- E. One (1) vehicle may be released for one (1) day to five (5) off-duty employees for attendance at the funeral of any local officer killed in the line of duty anywhere in the lower peninsula of Michigan, up to a maximum of five (5) times per year, unless otherwise approved by the Sheriff.
- F. Such attendance shall be without compensation and with the prior approval of the Sheriff.

Section 3. Jury Duty

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

EXAMPLE:

- (1) A Deputy works the day shift, is on jury duty between 8:00 a.m. and 12:00 noon. That Deputy will return to work the balance of his/her shift (4-5 hours).

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

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

ARTICLE 34

HOSPITALIZATION - MEDICAL COVERAGE

Section 1. Health Insurance Program.

Subject to annual modification - for Plan Year 2018.

- A. Effective January 1, 2018, the Employer will provide the following Health Insurance Program for eligible full-time employees and legal dependents.

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

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

The out-of-network costs for the Standard Plan shall be fully covered through the Employer's premium contribution.

Prescription drug coverage will be provided by the Employer through Physicians Health Plan using the CVS/Caremark as the Pharmacy Benefit Manager.

Drug Plan: Prescription drug co-pays for Generic drugs are \$5.00. The co-pays for Preferred Brand drugs will be \$30.00. Non-Preferred co-pays will be \$60.00. Maximum out-of-pocket expenses for drugs for each health care plan participant will be \$1,200.00 per year. Coverage for mail order will also be provided, and a 90-day supply of any properly prescribed drug will only be available through mail order. Mail order Generic co-pays will be \$10.00. Mail order Preferred Brand co-pays will be \$60.00. Mail order Non-Preferred co-pays will \$120.00. The formulary shall be subject to periodic review and revision. There are specific medications and medication classes that are subject to prior authorization requirements, prior notification requirements, daily and period quantity limits by CVS/Caremark. Appeals and override processes may be available for unusual or unique situations.

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

Prescription drug coverage will be provided by the Employer through Physicians Health Plan using the CVS/Caremark as the Pharmacy Benefit Manager.

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

Option 4: Waiver. An employee who is eligible for medical/hospitalization insurance via another source and who executes an affidavit to that effect may elect not to be covered by the medical insurance provided under this Article. The decision to waive coverage shall be made once per calendar year. A Waiver Agreement drafted by the Employer shall be executed by the employee. In the event the employee elects to forego medical insurance, the Employer shall pay an amount (A) for employees continuously receiving the waiver payment since December 31, 2006,

based upon the coverage to which the employee is otherwise eligible at the time of election (full family, two person, or single subscriber) directly to the employee as taxable compensation. The amounts payable, based on applicable coverage, shall be as follows:

Full Family = **\$249.66** if participating prior to 1/1/2007

2-Person = **\$222.22** if participating prior to 1/1/2007

Single = **\$131.22** if participating prior to 1/1/2007

- For employees who receive a waiver beginning on or after January 1, 2007, the waiver amount is **\$\$131.22** per month.
- These waiver amounts will be adjusted annually the same percentage as the benchmarks increase.

Section 2. Premiums.

A. Health care premiums shall be shared between the County and the employee.

(1) The amounts paid by the County and the employee shall be determined using a benchmark.

(a) These benchmarks may be adjusted annually as recommended by the Ingham Health Coalition and approved by the Ingham County Board of Commissioners, but shall be increased no less than two percent (2%).

(2) The County will pay the entire benchmark.

- (3) Any premium costs over the benchmark will be split 50/50 between the County and the employee.
- (4) Full time employees will be eligible for the single, two-person, or family benchmark as applicable for their enrollment.

Three quarter time employees will be eligible for a single or a two-person benchmark as applicable for their enrollment.

Three quarter time employees may enroll in family coverage and pay the difference in premium cost between a two person plan and family plan.

Part time and shared time employees will be eligible for a single benchmark. Part time and shared time employees may enroll in two person or family coverage and pay the difference in costs between a single plan and the coverage level desired.

- 5. Effective January 1, 2019, the Employer agrees to pay the full premium for eligible full-time employees for hospitalization coverage up to the following amounts:

2019 Benchmarks

Full Family	=	\$984.56
2-Person	=	\$877.19
Single	=	\$418.95

Retirees = \$424.56

- B. Any cost incurred for health claims assessment under 2011 Public Act 142, being MCL 550.1733 et seq., will be shared 50/50 by the Employer and the employees.
- C. Health care premiums which are paid by the employee will be paid by pre-tax payroll deductions under the Ingham County Section 125 Plan.

Section 3. An employee shall become covered the first of the month following date of hire and upon completion of the required forms and acceptance by the provider as a participant. The Employer shall pay the premium cost for full family coverage for each eligible full-time employee up to the amounts specified above. Payroll deductions will be made for any additional coverage the employee chooses to select.

Section 4. Other Qualified Adult Insurance. Effective August 1, 2008 certain individuals who satisfy the requirements of Resolution #08-042 will be provided health insurance pursuant to the benefit eligibility requirements of the County, health care providers and IRS regulations. Such provision of healthcare benefits is subject to elimination or modification by the County to the extent permitted by law.

Section 5. Health Care Coalition. It is the intent of the parties to implement the recommendations of the Ingham County Health Care Coalition for the health care options as approved by the Ingham County Board of Commissioners in resolution #14-436, including implementation of the HRA plan and implementation of a comprehensive healthcare management program.

Section 6. Dual Coverage. In the event two married persons are both employees of the County, or any of the Courts of Ingham County, the payment provisions in lieu of health insurance coverage as stated under Section 1A shall be mandatory. Those employees shall not be permitted to have double health insurance coverage from the same or different options provided in this Article. They are entitled to two individual single plans with the County as required under ACA or they can choose 2-person coverage.

- If both spouses are employed by Ingham County and have been receiving the waiver payment since or before December 31, 2006, one spouse will receive a single waiver payment and the other shall carry the health insurance.
- If two employees marry on or after January 1, 2007, one employee will be provided the coverage and the other spouse will **not** be eligible for a waiver payment.

Section 7. Employees losing medical coverage from their spouse shall notify the County Human Resources Department – Benefits Division in sufficient time so that the employee and dependents, where appropriate, can be enrolled in a health care plan beginning the first day of the month following the loss of alternate coverage.

Section 8. The Board of Commissioners may substitute another carrier; however, the basic provisions of the coverage shall be retained.

Section 9. I.R.S. Section 125. The Employer will provide as soon as feasible, I.R.S. Section 125 document(s) allowing employees who choose to participate, the ability to pay for employee contributions with pre-tax dollars for the following:

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

ARTICLE 35

DENTAL INSURANCE

Self-funded plan administered by Delta Dental of Michigan

- 1. Payment under this provision is limited to One Thousand Dollars (\$1000.00) maximum per person, per year, for Class I and Class II benefits.
- 2. Special part-time and temporary hired employees are not eligible for coverage.
- 3. Dental insurance coverage shall start the first day of the seventh month of

employment.

4. Consideration may be given to changes in dental coverage during the term of this Plan, as determined by the Board of Commissioners.

Dental Insurance		
Covered Service	Dental Plan Pays	Employee/Patient Pays
Class I Benefits	100%	0%
<i>Cleaning</i>		
<i>X-Ray</i>		
<i>6 Month checkups</i>		
<i>Radiographs</i>		
<i>Basic Restoration/ Fillings</i>		
<i>Periodontics</i>		
<i>Endodontics</i>		
Class II Benefits	75%	25%
<i>Major Restorative</i>		
<i>Oral Surgery</i>		
<i>Bridges</i>		
<i>Crowns</i>		
Maximum Benefit	One Thousand Dollars (\$1000) maximum per person, per contract year for Class I and Class II Benefits	
Maximum Benefit Deductible	None	
COB	Birthday Rule	
Teeth Implants	Within annual benefit limit	
Added Cleaning	With proof of medical need	
Natural color fillings	On all teeth effective 01/01/09	

ARTICLE 36

VISION INSURANCE

Section 1. Unit members will be afforded the same vision insurance plan as other employees, being VSP Group Vision Care Service Plan A. New hires will be eligible the beginning of their seventh (7th) month of employment.

Vision Plan		
Covered Service	Vision Plan Pays	Employee/Patient Pays
Eye Exam <i>Every twelve (12) months</i>	100 % after co-pay	\$10.00 co-pay
Lenses <i>Every 12 months if medically or optically necessary. Every 24 months without medical need requirement.</i>	100 % after co-pay	\$25.00 Co-pay
Frames <i>Every 24 months \$115.00 retail allowance</i>	100 % after co-pay	\$25.00 Co-pay Lenses and frames combined
Personal preferences <i>High cost frames, progressive lenses, tinting, coating, etc.</i>	Discount Provided	Cost after discount
Lasik Surgery	Discount Provided	Cost after discount
Contact Lenses In lieu of the lens and frame benefits, contact lenses may be substituted.		
Polycarbonate, break resistant, scratch coating on glasses for children up to age 16	No additional cost	No additional cost

ARTICLE 37

LIFE INSURANCE AND DISABILITY INSURANCE

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

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

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

ARTICLE 38

LIABILITY INSURANCE

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

ARTICLE 39

WORKER'S COMPENSATION

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

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

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

- F. The eighty percent (80%) and one hundred percent (100%) wages noted above shall be gross wages minus normal tax deductions and other deductions.

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

ARTICLE 40

UNEMPLOYMENT BENEFITS

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

ARTICLE 41

AUTOMOBILE SAFETY

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 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 absence of the Sheriff's Office mechanic, decisions

concerning the vehicles' serviceability shall be made by the Sheriff, Undersheriff or the Chief Deputy.

ARTICLE 42

AUTOMOBILE EQUIPMENT

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

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

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

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

ARTICLE 43

AMMUNITION

Section 1. Practice Ammunition. Every employee covered by this Agreement who is required to carry a firearm while on duty shall be provided, if requested, with fifty (50) rounds of practice ammunition per month.

ARTICLE 44

EFFECTIVE DATE

This Agreement shall become effective on the 1st day of January, 2018, and shall continue in full force and effect until December 31, 2020, inclusive.

The Parties agree to meet and negotiate over the terms of a new agreement to take effect after the expiration of this Agreement, at mutually convenient times and places, upon the call of either Party on or before August 15, 2020.

IN WITNESS WHEREOF, the Parties have executed this Agreement by their authorized representatives on respective dates as set forth below in 2019.

**CAPITOL CITY LABOR PROGRAM,
INC.**

Thomas Krug 5-1-2020
Thomas Krug Date
Executive Director

Ben Derosa 5/15/2020
Ben Derosa, President Date

George Metakus 05-17-2020
George Metakus Date
Director

**COUNTY OF INGHAM and
INGHAM COUNTY SHERIFF'S OFFICE**

Bryan Crenshaw 06/08/2020
Bryan Crenshaw, Chair Date
Board of Commissioners

Scott A. Wriggelsworth 5-12-20
Scott A. Wriggelsworth Date
Sheriff

APPENDIX A

SICK LEAVE DONATION POLICY

In an effort to make sick leave donations equitable to all non-probationary employees of Ingham County the following Sick Leave Donation Policy will cover all requests for sick leave donations for employees.

To be eligible to accept sick leave donations an employee...

1. Must not be on probation.
2. Must have an FMLA qualifying event; this would cover the employee or the employee's FMLA covered family members.
3. Must have exhausted all forms of compensation, as listed in one's collective bargaining agreement.
4. May be on collective bargaining unit or employment manual special leave due to exhaustion of FMLA.
5. Must make a request for sick leave donations to their immediate supervisor.

To be eligible to donate sick time an employee...

1. Must not be on probationary status.
2. Must have at least 80 hours of sick leave in their accrual bank.
3. Must respond to request for sick leave donation by the posted deadline.

Sick Leave Donations

1. Employees who are eligible to donate sick leave may donate up to 40 hours of sick leave in a calendar year to a maximum of 3 people.
2. Sick leave donations can be made to any Ingham County employee regardless of department or collective bargaining unit affiliation.

3. Sick leave donations will not affect donating employee's option to participate in annual sick leave buy.
4. Employees must respond to requests for sick leave donations by the posted deadline in order to donate.
5. Employees may only make 1 sick leave donation request for each FMLA qualifying event, which will result in an extended absence from work.
6. The employee will not earn any accruals while receiving sick leave donations.

Sick Leave Donation Process

1. An employee with a FMLA qualifying event who has exhausted all forms of compensation, makes a request for sick leave donations to their immediate supervisor.
2. The supervisor contacts Human Resources with the sick leave donation request.
3. Human Resources will verify that the employee is eligible to request sick leave donations.
4. Once verified Human Resources will send out a sick leave donation request to all Ingham County employees. The request will include the following information:
 - a. Employee name
 - b. Department
 - c. Collective bargaining unit (if any)
 - d. Deadline to donate
5. All requests for sick leave donations will be for 3 weeks; no sick leave donations will be accepted after the posted deadline.
6. Employees who wish to donate their sick leave must respond to Human Resources by the posted deadline with the name of the employee they wish to donate to and the number of sick leave hours they are donating.
7. Human Resources will verify that employees who

have donated are eligible to donate sick leave.

8. Sick leave donations will be utilized on a first come, first donated basis.
9. All sick leave donations received will be placed into the requesting employee's sick leave accrual bank for their use, if there is a balance upon the employee's return to work, those hours will be placed in a County-wide sick leave donation bank.

APPENDIX B

COST OF LIVING

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

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

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

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

APPENDIX C

LETTER OF UNDERSTANDING

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

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

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

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

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

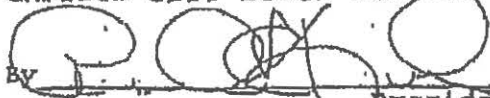
4) Officers working outside events shall be paid at the regular overtime rate for his/her position as required under the Fair Labor Standards Act.

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

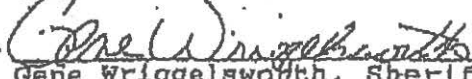
6) When officers volunteer to work outside events, they are required to show up to such events. Officers who do not show up shall be subject to discipline (unless the employee is ill and has a doctor's excuse). Further, nothing shall preclude the right of the SHERIFF to order an officer to work an outside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

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

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

BY  President

INGHAM COUNTY SHERIFF


Gene Wriggelsworth, Sheriff

COUNTY OF INGHAM

BY 
Brian C. Jeffries, Chairperson
Board of Commissioners

APPENDIX D

LETTER OF UNDERSTANDING

Between the County of Ingham, Ingham County Sheriff, and Fraternal Order of Police, Ingham County Division, Law Enforcement, Supervisory and Non-Supervisory Units, Capital City Lodge #141

THIS LETTER OF UNDERSTANDING, executed this 21st day of Aug

1995, by and between the County of Ingham and the Ingham County Sheriff, and Capital City Lodge #141 of the Fraternal Order of Police, Ingham County Division, Supervisory and Non-Supervisory Units, is hereby agreed to by and between the parties as follows:

1. The current Fraternal Order of Police Non-Supervisory contract at Article 42,

Section 1 provides:

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

2. The current Fraternal Order of Police Supervisory contract at Article 16,

Section 7 provides:

"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."

3. The following shall serve to clarify these articles within the respective contracts:

staffing. The Employer will consider the most senior employee's preference in making such an alternative assignment.

4. The Employer reserves the right to assign any employees on any given day or shift to job assignments the Employer determines are absolutely essential to be performed and for whatever reason are temporarily vacant, (i.e. as a result of sick time, disability, vacation time, pass days, funeral leave, jury duty, leaves of absence, etc.).
5. The above is intended by the parties to be a clarification of Article 32, §4 Vacation Requests; Article 7, §2 and §3, Lay-offs; Article 33 Leave of Absence §5; and Article 8, Shift Preference of the collective bargaining agreement insofar as each may refer to job assignments and competing rights and interests therein based on seniority.
6. If either party determines that this Agreement is not working the Agreement may be terminated upon thirty (30) days written notice.
7. The Union agrees there shall be no grievances filed which claim violations of Article 32, §4, or Article 7, §2 and/or §3, Article 33, §5 and Article 8, Shift Preference as a result of the operation and affect of the above Agreement.
8. Disclaimer. It is not the intent of either party to knowingly violate the spirit, intent, or letter of any applicable state or federal law or rule or regulation, and to the extent the operation of the provisions of this Agreement results in such a violation those provision(s) shall be rendered null and void.

WHEREFORE, the parties have executed this Agreement this 18th day of August, 2009.

PARTIES:

DATE:

COUNTY OF INGHAM

Debbie De Leon
Debbie De Leon, Chairperson
County Board of Commissioners

8-23-09

SHERIFF OF INGHAM COUNTY

Gene Wriggelsworth
Sheriff Gene Wriggelsworth

8-24-09

UNION FOP AGENT

Steven T. Lett
Steven T. Lett

8/18/9

APPROVED AS TO FORM
FOR COUNTY OF INGHAM
COHL, STOKER, TOSKEY & McGLINCHEY, P.C.

By: Bonnie G. Toskey 8-18-09
Bonnie G. Toskey

N:\Client\Ingham\Sheriff\Negs\FOP Corrections\2009\LOU\re Post 5.wpd

APPENDIX E

LETTER OF UNDERSTANDING

Capitol City Labor Program Inc., Corrections Unit of the Ingham County Sheriff's Office, Capitol City Labor Program, Inc., Law Enforcement Unit , the Ingham County Board of Commissioners and the Ingham County Sheriff (collectively referred to as the "Employer") hereby agree to amend and restate the February 11, 2005, Letter of Understanding as follows:

1. The Employer may agree in its sole discretion to pay the cost of tuition for an employee's voluntary attendance at the Mid-Michigan Police Academy ("Police Academy") and/or the Corrections Academy for otherwise eligible employees subject to the following conditions:
 - a. Eligible employees must submit to the Sheriff an application for enrollment at either Academy by the deadline which is posted at the Sheriff's Office.
 - b. The selection of which employees (if any) to sponsor for either Academy shall be within the sole discretion of the Sheriff. The Sheriff's decision shall be final and not subject to review or challenge through the Parties' Collective Bargaining Agreement or otherwise.
 - c. Employees enrolled at the Academy shall not obtain or maintain any outside employment while attending the Academy. Any employee who violates this provision shall reimburse the Employer for the cost of the employee's training at the Police Academy (currently the sum of Eight Thousand Dollars (\$8,000.00) or the cost of the training at the Corrections Academy (currently up to One Thousand Two Hundred Dollars (\$1,200.00)). Such costs do not include wages paid. Each employee so sponsored shall execute an Agreement confirming

acceptance of such terms.

2. The employee sponsored to attend one of the above Academies shall be paid regular wages and receive continuation of benefits as provided under the Parties' labor contract covering the employee's current position while attending either Academy. Such employees will continue to accrue new seniority while attending such Academy. However, no overtime shall be paid for hours attending either Academy.
 - a. Upon completion of either Academy and upon certification from the Michigan Commission on Law Enforcement Standards ("MCOLES"), the employee agrees to serve in the employ of the Ingham County Sheriff's Office for not less than twenty four (24) consecutive calendar months following MCOLES certification.
 - b. In the event the employee voluntarily terminates his/her employment with the Ingham County Sheriff's Office or is terminated for just cause prior to the employee's completion of twenty four (24) consecutive months of service with the Ingham County Sheriff's Office following certification, and the employee accepts a position with another law enforcement or criminal justice agency which requires MCOLES or an equivalent certification within the twenty four (24) consecutive months period following certification, the employee shall pay to the Employer for reimbursement of Ingham County's tuition costs for the employee's training at the Police Academy (currently the sum of Eight Thousand Dollars (\$8,000.00)) or for reimbursement of Ingham County's tuition costs for the Corrections Academy training (currently to One Thousand Two Hundred Dollars (\$1,200.00)). Payment shall be due no later than ninety (90) days from the date of the employee's termination of employment or the date of acceptance of

another such position, whichever is later. The Employer reserves the right to withhold the authorized reimbursement from contractual payouts due the employee in the event of such separation of services and commitment to subsequent employment during the twenty four (24) consecutive months following certification. Each Employee shall execute an Agreement confirming acceptance of such terms and authorizing such withholding.

3. In the alternative, an employee may request a leave of absence without payment of wages by the Employer pursuant to the labor contract covering the employee's current position to attend a Police or Corrections Academy subject to the approval of the Sheriff.
 - a. If granted, the employee shall not obtain or maintain any outside employment during the Academy.
 - b. The Employee shall accrue seniority while on a leave of absence without payment of wages by the Employer under these provisions.
 - c. The Employer agrees to continue to cover the Employer's portion of the insurance premium for the Employee pursuant to the provisions of the applicable collective bargaining agreement.
 - d. Upon completion of the Corrections or Police Academy, the Employee agrees to continue employment with the Ingham County Sheriff's Office for not less than twenty four (24) consecutive calendar months following certification.
 - e. In the event the Employee voluntarily terminates employment with the Ingham County Sheriff's Office or is terminated for just cause prior to the completion of twenty four (24) consecutive calendar months of service with the Ingham County Sheriff's Office, and the employee accepts a position with another law

enforcement or criminal justice agency which requires MCOLES or an equivalent certification within the twenty four (24) consecutive months following certification, the employee shall reimburse the cost of the employer's portion of the insurance premium payments made during the employee's Special Leave. Payment shall be due no later than ninety (90) days from the date of the employee's termination of employment or the date of acceptance of another such position, whichever is later. The Employer reserves the right to withhold the authorized reimbursement from contractual payouts due the employee in the event of such separation of services and commitment to subsequent law enforcement employment during the twenty four (24) consecutive months following certification. Each employee shall execute an Agreement confirming acceptance of such terms and authorizing payroll withholding of such reimbursement.

THIS AGREEMENT is entered into this 12 day of December, 2018, and shall be effective as of the date of execution and may be terminated by either the Ingham County Board of Commissioners, the Ingham County Sheriff or CCLP upon thirty (30) days' prior written notice to the other party.

INGHAM COUNTY BOARD
OF COMMISSIONERS

CAPITOL CITY LABOR PROGRAM INC.

By: /s/ Victor G. Celentino
Victor G. Celentino, Chairperson

By: /s/ Jack Bonner
Jack Bonner, President, Corrections

By: /s/ Ryan A. Cramer
Ryan Cramer, President, Law Enforcement

INGHAM COUNTY SHERIFF'S OFFICE

CAPITOL CITY LABOR PROGRAM INC.

By: /s/ Scott Wriggelsworth
Scott Wriggelsworth, Sheriff

By: /s/ Thomas Krug
Thomas Krug, Executive Director

APPENDIX F

LETTER OF UNDERSTANDING
BETWEEN
INGHAM COUNTY SHERIFF
AND
FRATERNAL ORDER OF POLICE
CORRECTIONS UNIT

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

WHEREAS, all parties recognize the absolutely essential business/operational necessity of employing female corrections officers for certain duties including the job assignment of security of Post 5 (housing of female inmates) and strip searches of female inmates.

THEREFORE, the parties agree as follows:

1. The Employer will post job assignments for each shift which assignments shall require female gender as a job qualification for assignments to the Post reserved for female inmates which qualification shall be considered "absolutely essential" for operational purposes.
2. To the extent the voluntary bidding procedure for each shift does not result in the filling of all required positions (four (4) females per shift), the Employer will exercise its right of assignment by ordering the least senior otherwise eligible Corrections' employee(s) to report to the assignment in order to fill the vacancy(s).
3. In the event the above assignment process results in more employees than necessary working on duty on the female inmate post at any given time, the Employer reserves its basic management right to assign such employees to any other assignment during such shift in order to avoid duplication of staff or over

A. An employee promoted from a non-supervisory position in the above unit to a supervisory position in the above unit is to receive the entire twenty-four (24) hours of personal leave from earned sick time under the supervisory contract, while losing any unused personal leave from the employee's former forty-eight (48) hours of personal leave under the non-supervisory contract.

IN WITNESS THEREOF, the parties have set their hands to this agreement, this 21st day of aug., 1995.

FRATERNAL ORDER OF POLICE, INGHAM COUNTY
DIVISION, LAW ENFORCEMENT SUPERVISORY and
NON-SUPERVISORY UNITS, CAPITAL CITY LODGE
#141

By: Thomas King
President

INGHAM COUNTY SHERIFF

By: Gene L. Wriggelsworth
Gene L. Wriggelsworth

COUNTY OF INGHAM

By: Tom Wilbur
Tom Wilbur
Chairperson, Board of Commissioners

APPENDIX G

LETTER OF UNDERSTANDING
BETWEEN
COUNTY OF INGHAM
INGHAM COUNTY SHERIFF
AND
CAPITOL CITY LABOR PROGRAM, INC. -
CORRECTIONS UNIT

WHEREAS, the COUNTY OF INGHAM and the INGHAM COUNTY SHERIFF (hereinafter referred to as the "Employer") and Capitol City Labor Program, Inc. (hereinafter referred to as the "Union") have agreed to a collective bargaining agreement for the Corrections Unit for the period January 1, 2015, through December 31, 2017; and

WHEREAS, the parties agreed as part of a tentative agreement dated February 17 and February 18, 2009 and ratified by the Employer on June 23, 2009, to the creation and employment of part-time Lobby Control Officers who are intended to be compensated with wages and fringe benefits different from those previously agreed upon for the full-time Corrections Officers; and

WHEREAS, the parties set out the terms and conditions of employment surrounding part-time Lobby Control Officers in a Letter of Understanding for implementation; and

WHEREAS, the parties wish to amend the Agreement subject to the changes detailed below.

NOW, THEREFORE, IT IS HEREBY AGREED as follows:

1. **Hour Worked.** The only hours included for the purpose of wages and fringe benefits under this Letter of Understanding are the hours worked in the position of Lobby Control Officer. Hours worked on other positions have no impact on the wages and benefits provided under this Letter of Understanding unless in conflict with the status of the law.
2. **Wages.** The wage rate shall be the respective hourly rate of a Step 1 Corrections Officer.
3. **Overtime.** Part-time Lobby Control Officers shall not be eligible for daily or weekly overtime. Rather, part-time Lobby Control Officers shall be eligible for overtime for all hours worked after 160 hours in a two consecutive payroll period or a 28day established cycle consistent with the posted schedule.
4. **Call Back.** A Part-time Lobby Control Officer who has left work and is called back shall be guaranteed a total of one and on-half hours of work at the regular rate of pay. There shall be no premium rate of pay for part-time Lobby Control Officers who are "called back".

5. **Longevity.** There shall be no longevity pay for part-time Lobby Control Officers.
6. **Holiday Pay.** The lobby will be closed for all Federal and County recognized holidays, however in the event Part-time Lobby Control Officers do work a holiday, the Part-time Lobby Control Officers shall receive the premium holiday rate of one and one-half times the hourly wage rate for all hours worked on a holiday recognized by the Union contract. There shall be no holiday pay or holiday bonus paid beyond the aforementioned holiday premium for working on a holiday.
7. **Sick Time.** Sick time shall be prorated under the terms of the Union contract only where the part-time Lobby Control Officer works more than 1,040 hours in a calendar year. In that event, sick time shall accrue on all hours worked after the threshold requirement of 1,040 hours worked.
8. **Vacation.** Vacation (annual leave) shall be prorated under the terms and conditions of the Union contract only where the part-time Lobby Control Officer works more than 1,040 hours in a calendar year. In that event, vacation (annual leave) shall accrue on all hours worked after the threshold requirement of 1,040 hours worked.
9. **Pension.** In accordance with Section 6 of the MERS Plan Document and the MERS Adoption Agreement, part-time Lobby Control Officers regularly working a minimum of 10 eight hour work days per month for 3 months or more (consecutive or nonconsecutive) in a calendar year, shall be a member of the MERS Retirement System unless excluded from membership in accordance with subsection (2) or (3) of the Plan.
10. **Funeral Leave.** Part-time Lobby Control Officers shall receive one (1) employer paid day for attendance at a funeral in the immediate family as defined by the Union Contract.
11. **Jury Duty.** Part-time Lobby Control Officers who are summoned for jury duty shall receive Employer payment of wages lost for hours scheduled to work as a result of actively reporting to jury duty.
12. **Personal Leave.** There shall be no personal leave.
13. **Education Bonus.** There shall be no education bonus.
14. **Health Insurance.** Eligibility to participate in the Ingham County Health Insurance Program shall be based on the policy for part-time employees. An employee may participate if they are regularly scheduled to work a minimum of 1,040 hours per calendar year. The premium for the Employer and Employee shall be the annual premium schedule for part-time employees. (This eligibility standard complies with the current status of the Affordable Care Act, which allows for a 12 month look-back period to be designated by the Employer and establishes a standard of the employee

being regularly schedule to work more than an average of 29 hour per week, 1508 hours in 12 months.)

15. **Dental and Vision Insurance.** Part-time Lobby control Officers shall not receive dental or vision insurance coverage.
16. **Uniforms.** Uniforms mandated by the Employer shall be provided by the Employer.
17. **Union Dues.** The Union shall determine dues.
18. **Probationary Period.** Part-time lobby Control Officers shall be subject to a 12 month probationary period consistent with the Union contract.
19. **Schedule.** The schedule for part-time Lobby Control Officers shall be posted 28 days in advance. However, there shall be no minimum notice requirement for changes to the posted schedule. The Employer agrees to give as much notice regarding the changes to the posted schedule as possible.
20. **Seniority.** Seniority shall accrue within the classification of part-time Lobby Control Officer. There shall be no bumping or other seniority rights outside of the classification of part-time Lobby Control Officer.
21. **Drug Testing Protocol.** The protocol shall be the same as established in the Union contract. Part-time Lobby Control Officers are subject to the Drug-Free Work Place Policy Statement.
22. **Lunch/Breaks/Restroom Relief.** Part-time Lobby Control Officers shall receive the same terms and conditions as Corrections Officers assigned to work Post.
23. **Shift Bid.** Part-time Lobby Control Officers shall have a right to bid on shifts based on seniority within the classification of part-time Lobby Control Officer.
24. **Grievance Procedure.** Part-time Lobby Control Officers shall have the right to utilize the Grievance Procedure as set forth in the Union contract.
25. **Light Duty.** The Employer reserves the right to use lobby control as a light duty assignment for the Corrections Officer classification. At any given time, the Employer will maintain two light duty positions for Corrections Officers.
26. **Restriction of Classification.** The Employer agrees that it will not assign part-time Lobby Control Officers to perform any other function of a Corrections Officer, including but not limited to, hospital guard, transports, Jail security, etc.

COUNTY OF INGHAM
INC.

 9/26/17
Sarah Anthony, Chairperson Date
Board of Commissioners

CAPITOL CITY LABOR PROGRAM,

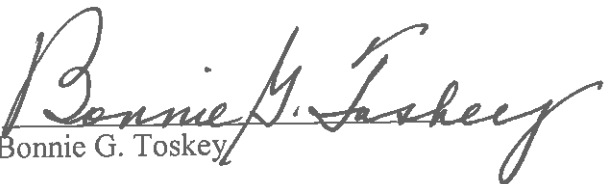
 9-17-17
Tom Krug, Executive Director Date

SHERIFF OF INGHAM COUNTY

 9-19-17
Sheriff Scott Wiggelsworth Date

 9-22-17
Jack Bonner Date

APPROVED AS TO FORM FOR COUNTY OF INGHAM
COHL, STOKER & TOSKEY, P.C.

By: 
Bonnie G. Toskey



LETTER OF UNDERSTANDING

Ingham County Clerk Barb Byrum
Filed per Contract Policy

BETWEEN
INGHAM COUNTY SHERIFF
AND
CAPITOL CITY LABOR PROGRAM, INC.
CORRECTIONS UNIT

Res. # 19-198 /Short Form _____
Clerk File # 626-19

INCREASE IN MAXIMUM VACATION ACCUMULATION

WHEREAS, the current collective bargaining agreement between the parties provides in Article 33, VACATION, Section 5a that annual leave days not used may only be accumulated to a maximum of 300 hours or alternatively to a maximum of 320 hours where the Employee secures the written approval of the Undersheriff; and

WHEREAS, due to the staffing level currently existing in the Sheriff's Office the parties established a temporary expanded maximum vacation (annual leave) accumulation of 380 hours through December 31, 2017 through the use of a Letter of Understanding which expired by its terms on December 31, 2017; and

WHEREAS, the parties recognize a need to renew and extend the expanded maximum vacation accumulation limit through December 31, 2020 as well as to document retroactively to January 1, 2018, the practice of the parties in allowing vacation accumulations beyond the 300 or 320 contract maximums; and

WHEREAS, Corrections Officers will not be allowed to continue to accrue vacation (annual leave) above the 380 hour agreed upon maximum; and

WHEREAS, the parties have come to an agreement on renewal of and continuation of the expanded maximum accumulation and there will be no future accrual of or payment for vacation hours accrued over and above the 380 hour maximum accumulation except as stated below in paragraph 2.

NOW, THEREFORE, IT IS HEREBY AGREED, between the parties as follows:

1. The annual maximum vacation accrual shall be increased to 380 hours without the requirement for the written approval of the Undersheriff retroactive to January 1, 2018 through December 31, 2020.
2. Corrections Deputies will continue to receive the cash out of vacation accrued over and above the 380 hours maximum accumulation until December 31, 2019, at which time such practice will discontinue.

RECEIVED

MAY 01 2019

INGHAM COUNTY CLERK

3. This Letter of Understanding will be effective through December 31, 2020, at which time the temporary increase in maximum leave accumulation shall expire.

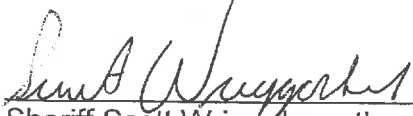
COUNTY OF INGHAM

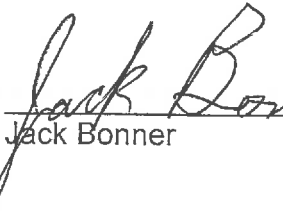

Bryan Crenshaw, Chairperson 4/30/19
Date

CCLP CORRECTIONS DIVISION


Tom Krug, Executive Director 4-12-19
Date

SHERIFF OF INGHAM COUNTY


Sheriff Scott Wriggelsworth 4-10-19
Date


Jack Bonner 4-11-19
Date

APPROVED AS TO FORM FOR INGHAM COUNTY:

COHL, STOKER & TOSKEY, P.C.

By: 
Bonnie G. Toskey 4/04/2019
Date

APPENDIX I

LETTER OF UNDERSTANDING
BETWEEN
COUNTY OF INGHAM
INGHAM COUNTY SHERIFF
AND
CAPITOL CITY LODGE #141 LABOR PROGRAM INC.
FRATERNAL ORDER OF POLICE
CORRECTIONS NON-SUPERVISORY UNIT

**AGREEMENT TO BARGAIN IMPACT OF EMPLOYER'S
DECISION TO CHANGE ADMINISTRATION OF MEDICATION TO INMATES**

WHEREAS, the parties entered into a tentative agreement on February 17, 2009, and February 18, 2009, as follows: "Continue to bargain over Corrections Officer concerns regarding medical services to inmates. (6 months time frame)"; and

WHEREAS, the Union filed an Unfair Labor Practice Charge (MERC Case No. C11 H-142; Docket No. 11-000768-MERC) alleging that the Employer had an obligation to enter into a Letter of Understanding regarding the February 17, 2009, agreement cited above; and

WHEREAS, the Union informed the MERC on August 9, 2013, that, "The issue that brought the case before the MERC has been resolved and we are requesting that the case be closed"; and

WHEREAS, the parties desire to update any Letter of Understanding that may have been executed regarding the negotiation of administration of medication to inmates.

NOW, THEREFORE, IT IS HEREBY AGREED between the parties as follows:

1. In the event the Employer determines to implement changes in the current procedure for the distribution of medication to inmates, the Employer agrees to bargain, upon demand from the Union, the potential impact to bargaining unit members.

SHERIFF OF INGHAM COUNTY

FRATERNAL ORDER OF POLICE

Sheriff Gene Wriggelsworth Date

Steven T. Lett, Attorney Date

Undersheriff Allen Spyke Date

Tom Krug, Executive Director Date

COUNTY OF INGHAM

Jack Bonner Date

Travis Parsons Date
Human Resources Director