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Ingham County Clerk Barb Byrum

LAW ENFORCEMENT UNIT

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

COUNTY OF INGHAM

SHERIFF OF INGHAM COUNTY

AND

CAPITOL CITY LABOR PROGRAM, INC.
Ingham County Division

DECEMBER 27, 2024 THROUGH DECEMBER 31, 2027

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PREFACE

The **COUNTY OF INGHAM** and the **SHERIFF OF INGHAM COUNTY** and the **CAPITOL CITY LABOR PROGRAM, INC., Ingham County Division**, 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 Sheriff's 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 20th day of January, 2022, 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., Ingham County Division**, (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. Deputy
- B. Detective

Section 2. Part-Time Deputies. The Employer may hire part-time deputies to be compensated no higher than the Start rate of full-time deputies. Part-time deputies shall not be entitled to fringe benefits, including but not limited to health insurance, life insurance, sick time, personal time, vacation, holidays, longevity, except those fringe benefits mandated by law. Part-time employees are not eligible for promotion. The Sheriff, within his sole discretion, may choose how he schedules part-time deputies. The following limitations will be applicable to the use of part-time employees.

- A. In the event of a vacancy in a full-time position, the Employer will not fill that position with part-time employees.
- B. The Employer shall not lay off a full-time employee and replace that employee with part-time employees.
- C. All overtime shall first be offered to full-time bargaining unit employees. Any time not filled within the posted period may be offered to part-time bargaining unit employees. If then no one accepts the overtime then the appropriate full-time employee shall be forced to work. This is also applicable where the Employer is reimbursed for overtime by another agency (i.e. MSU football games). Exceptions to the above are Supervisors and Marine Patrol.
- D. Part-time employees shall only be hired to fill positions for new or renewed contracted work (Townships, Municipalities, etc.) for Sheriff's Deputies. A full-time employee shall work any contracted segment of forty (40) hours in

a week with part-time employees working any contracted segment less than forty hours in a week.

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.

Section 4. Union Membership. Neither the Employer nor the Union shall discriminate against any employee because of his or her membership or non-membership in the Union.

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 **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.

Section 4. Access to Premises. The Union shall be permitted to schedule meetings on the Employer's property so long as such meetings are not disruptive to the efficient operations of the Department. The Union shall obtain prior approval for such meetings from Management. Approval shall not be unreasonably withheld or denied. The Employer further agrees that representatives of the Union shall be permitted reasonable and necessary access to the premises of the Employer with advance or concurrent notice to the appropriate Employer representative for the purposes of administration of this Agreement.

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.

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

Section 1. The County will grant upon approval of the Sheriff leaves of absence with pay for up to three (3) days to a maximum of two (2) Union members of the Law Enforcement Unit to attend CCLP sponsored state meetings, seminars or trainings 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 CCLP 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 CCLP or Local Union shall be allowed reasonable time at and from their work stations during normal working hours when required to participate in special meetings without any loss of pay.

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.

ARTICLE 6

SENIORITY

Section 1. Seniority shall mean the status attained by continuous fulltime length of service from the date of hire in positions identified in the Law Enforcement and Corrections 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 Law Enforcement unit or Corrections 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 Law Enforcement unit or Corrections Unit 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 fulltime Field Service or Staff Service Deputy assignment to a fulltime Corrections Deputy assignment shall retain their seniority with the Law Enforcement unit based on their earliest date of hire into the Law Enforcement or Corrections position.

Section 5. The above 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, or any other Employer document;
- 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. Employees to be laid off shall be given thirty (30) days prior written notice.

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 bargaining unit, 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

CORRECTIVE ACTION AND DISCIPLINE

The County, Sheriff, Union, and employees covered hereunder acknowledge that all steps must be taken to maintain the unquestionable integrity and performance standards of the Ingham County Sheriff's Office.

Section 1. Corrective Action and discipline shall take into account the circumstances surrounding the incident, the nature of the violations, the employee's record of discipline, and the employee's record of performance and conduct.

Section 2. Just Cause. Discipline includes verbal warnings and/or written reprimands, suspensions, demotions, and discharge and shall be with just cause. Mentoring and counseling notes shall not be considered discipline.

Section 3. Internal Investigations. Internal investigations shall be conducted by Sheriff's Office supervisory personnel or, at the direction of the Sheriff, an outside law enforcement agency. All discipline shall be concluded within sixty (60) calendar days of the date on which the incident first became known or should've been known unless the Employer sends, in writing, a notice of extension for an additional period not to exceed thirty (30) calendar days from the date of the notice. This time period will be extended for the duration of any ongoing criminal investigation into the subject matter of discipline or when there exist circumstances beyond the control of the Employer that prevent the Employer from concluding the investigation. In both of these situations, the Employer and the Union will discuss a reasonable time period for the extension.

Section 4. Notice. Except where notification would jeopardize an investigation, employees shall be notified in writing by the Human Resources Department, Sheriff, or their designee within ten (10) days of any occurrence or incident for which the Employer becomes aware which may result in discipline. Notification to employees shall include a brief description, including date, time, and location of the alleged wrongdoing, and the policy, procedure, rule, or regulation the employee is accused of violating. The Division President (or Division Director in their absence) shall be copied on all such notices.

Section 5. Right to Representation. Any employee questioned formally or informally during or part of any type of interview, hearing, or investigation where the employee reasonably believes disciplinary action may result shall, upon request, be permitted Union representation prior to questioning. The Union representative shall have the right to be present and, if requested by the employee, represent them at each and all levels of disciplinary proceedings.

Section 6. Pre-Interview Disclosure. Employees shall be fairly and accurately apprised of the allegations and known basic facts of any incident prior to questioning as part of any internal investigation. Employees shall also be informed, to the extent known at the time, whether the investigation is focused on the employee for potential discipline or criminal charges or if the employee is being interviewed as a witness.

- A. **Compulsory Statements.** In the event an internal investigator reasonably believes an investigation is likely to lead to criminal charges or prosecutorial review, and the Employer seeks to obtain a verbal or written statement from the accused employee, the employee shall be notified of his or her Garrity Rights (statements obtained under threat of discipline up to and including discharge cannot be used against the employee in subsequent criminal proceedings). When notified of these rights, the Employer shall also advise the employee: (a) of their right to legal counsel, (b) that the presence of legal counsel and/or Union representation will not, in and of itself, jeopardize his or her employment status, and (c) the Employee is required to fully and truthfully answer all questions.

Section 7. Disposition. Employees shall be advised of the final disposition of any internal investigation of which they are the subject or complaints filed against them. Employees shall also be provided a copy of the final disposition of any disciplinary action.

- A. All recommendations and/or conclusions regarding internal investigations and disciplinary action in the form of, or resulting in; suspension, demotion, and/or discharge shall be approved by the Sheriff or his/her designee.

Section 8. Prior Discipline. Notices of discipline shall be removed from the employee's performance file if requested; after two (2) years if, within the two (2) year period the employee has not been disciplined for any substantially similar act which formed the basis of the earlier discipline. Once removed, the prior discipline shall not be considered for progressive discipline. Such disciplinary history may, however, be used as evidence of employee knowledge. Nothing within this section shall be construed as preventing the Employer from complying with the MCOLES Separation Act (PA 128 of 2017), the requirements of MCOLES Executive Order 2001-5, or any other statute or MCOLES administrative rule enacted during the duration of this Agreement.

Section 9. Body Worn Cameras. Employees who are required by the Employer to wear or utilize a body worn camera or similar audio/video recording device shall be permitted to review, with or without Union representation present, all video footage or audio recordings captured by the employee and/or any other present Sheriff's Office employee's body worn camera prior to:

- A. Writing any report
- B. Making any verbal or written statement about an incident for which an employee is required to participate in an internal investigation.
- C. Being interviewed, either by the Employer or outside investigating agency, about an incident for which the employee may be subject to discipline.
- D. Testifying at an administrative, grand jury, or court hearing or proceeding.

Notwithstanding the above, at the order of a supervisor, employees involved in on-going incidents may be required to make reasonable public safety statements before review of body worn camera or similar audio/video recording device.

Section 10. Release of Confidential Information. The Employer or its employees may not release, publish, disclose, or divulge, except where expressly compelled by law, the details of, or record(s) related to, any complaint determined to be unfounded or not sustained. Should the Employer, either in its discretion or by law, release information related to discipline issued to an employee, photographs or videos containing the employee's image or likeness, or issue any public statement or press release regarding an employee's on-duty conduct, shall first notify the affected employee(s) prior to the release of the information.

Section 11. Use of Force. If, in the performance of his/her duties, any Employee uses force which results in the death or serious bodily injury of any individual, that Employee may be, on said Employee's request, or request of the Sheriff, placed on paid administrative leave for a period of three (3) days, except during periods of emergency. When an employee uses deadly force, the employee shall not be required to make a written statement for seventy-two (72) hours after the incident. The employee may be required to make brief verbal public safety statements to his/her supervisor for the purposes of securing evidence, coordinating emergency medical attention, identifying witnesses, apprehending suspects, and/or addressing other exigent circumstances.

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 consistent with Article 9, Section 8 herein.

ARTICLE 11

GRIEVANCE PROCEDURE

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

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

STEP 1: The Grievance shall be reduced to writing by the employee and/or Union and presented to the Sheriff, or the person acting in said capacity, within ten (10) days after the grievant knew, or should have known, of the occurrence of the matter aggrieved in order to be a proper matter for the grievance procedure. The grievance shall be dated and signed by the aggrieved employee and/or Union and shall set forth the facts, including dates and provisions of the Agreement that are alleged to have been violated, and the remedy desired. The grievance shall not be considered submitted until the Sheriff, or the person acting in his capacity, receives the written grievance. At the time it is received, it shall be dated and a copy

returned to the aggrieved employee and the Union. A meeting may be arranged by the employee or his/her representative and the Sheriff, or his/her designee, to discuss the grievance. The Sheriff, or the person acting in said capacity, will then answer the grievance in writing within seven (7) days from the date of the meeting at which the grievance was discussed.

STEP 2:

- A. If the answer of the Sheriff or designee is not satisfactory, the Union shall submit said grievance to the Human Resources Director within ten (10) days after receipt of the answer of the Sheriff as provided in Step 1, indicating the reasons why the written answer of the Sheriff was unsatisfactory. A meeting between no more than three (3) representatives of the Union and the Sheriff, and/or a representative of the Corporation Counsel and the Human Resources Director shall be arranged to discuss the grievance submitted. Said meeting shall be held within ten (10) days from the date the Human Resources Director received said grievance. The Human Resources Director shall answer the grievance within ten (10) days of the date of the meeting at which the grievance was discussed.
- B. The Union representatives may meet at a place designated by the Sheriff or Human Resources Director for one-half hour immediately preceding said grievance meeting.

STEP 3.

If the answer of the Human Resources Director is not satisfactory, the Union may submit for an arbitration panel to the American Arbitration Association or the Michigan Employment Relations Commission ("MERC") within fifteen

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

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

Section 4. No person or body constituting one of the steps of the grievance procedure outlined above shall have the power to add to or subtract from, nor modify any of the terms of this Agreement, nor shall he/she substitute his/her discretion for that of the County, the Sheriff, or the Union where such discretion has been retained by the County, the Sheriff, or the Union, nor shall he/she exercise any responsibility or function of the County, the Sheriff, or the Union. This limitation shall include the arbitrator as stated in Step 3.

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

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

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

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

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

Section 10. Election of Remedies. It is the intent of the parties to this Agreement that its terms and provisions shall be applicable to all employees included within the bargaining unit. Accordingly, the parties agree that any employee who may come within the provisions of any legislative enactment which establishes a procedure whereby the employee may challenge the Employer's determination(s) regarding the employee's employment status, wages, hours or working conditions, will be required, no later than Step 3 of the Grievance Procedure, to elect in writing either the Grievance Procedure or their statutory remedies as their single means of challenging the Employer's determination.

If the employee elects to pursue their statutory remedy, any grievance concerning the Employer's determination shall be considered withdrawn by the employee and the Union and, further, shall not thereafter be subject to any arbitration proceeding. This section shall not apply to unfair labor practice charges filed with the Michigan Employment Relations Commission. The parties agree that this provision shall not be interpreted to prohibit an employee from availing themselves of remedies provided under applicable

statutes that are under the jurisdiction of the Michigan Worker's Compensation Act or bringing a charge under statutes that are subject to the jurisdiction of the Equal Employment Opportunity Commission or the Michigan Department of Civil Rights while pursuing a grievance.

ARTICLE 12

PROMOTIONS

Definition. For the purposes of this Article, promotion shall be defined as the transfer of any bargaining unit employee from their current job classification to the job classification of Detective (within the bargaining unit) or Sergeant (outside the bargaining unit).

Section 1. Posting and Application.

- A. All promotional opportunities shall be conspicuously posted by the Sheriff at least thirty (30) days prior to the effective date of the promotional eligibility list. The promotional announcement shall include a position description, minimum eligibility requirements, and instructions (to include the deadline) to apply. The Sheriff shall accept applications for a minimum of seven (7) business days (Monday-Friday) following the date of the promotional announcement posting.
- B. Interested employees must apply for promotion in the manner prescribed by the Employer in the promotional opportunity announcement. Failure to do so shall automatically disqualify the individual from consideration.
- C. Subject to this Article, the Employer reserves the right to determine the qualifications for any specific position(s).

Section 2. Eligibility Requirements for Promotion.

- A. **Promotional Process Participation.** Notwithstanding the above, bargaining unit members who have completed a minimum of three (3) years of service at the Ingham County Sheriff's Office shall be eligible to participate in the promotional process.
- B. **Detective.** Bargaining unit members interested in applying for or being offered promotion to Detective must be MCOLES licensed and have completed three (3) years of service at the Ingham County Sheriff's Office as of the deadline for submission of interest.
- C. **Sergeant.** Bargaining unit members eligible for promotion to the rank of Sergeant must have completed five (5) years of service at the Ingham County Sheriff's Office as of the deadline for submission of interest or have completed a minimum of three (3) years of service at the Ingham County Sheriff's Office as of the deadline for submission of interest and have completed two (2) or more years experience as a corrections officer (for Corrections Sergeant) or licensed police officer (for law enforcement Sergeant) prior to their employment at the Ingham County Sheriff's Office.

Section 3. Promotional Process.

- A. **Scoring Weight.** The promotional process will be scored on a one hundred (100) point scale. A Job Fit Assessment (JFA) will account for up to forty (40) points and a promotional panel will account for up to sixty (60) points.
- B. **Job Fit Assessment.** Applicants for promotion who meet the minimum eligibility requirements to participate in the promotional process shall submit

a resume and letter of interest as directed by the promotional announcement. A scoring committee consisting of the Undersheriff or Chief Deputy, a Division Captain, and a current Division Sergeant will collaboratively score candidates' application materials. Prior to review by the scoring committee, applicants' names shall be redacted from submitted materials. Candidates for promotion will receive points in categories including, but not limited to: training, work experience, education/military experience, leadership, and seniority. The Sheriff may establish a reasonable minimum total score applicants must achieve on the Job Fit Assessment to be eligible to advance in the promotional process. Any required minimum score for the Job Fit Assessment shall be published in the promotional announcement.

- C. Promotional Panel. Applicants who meet or exceed the minimum Job Fit Assessment score will proceed to a promotional panel interview. The panel shall consist of no more than five (5) individuals, two (2) of whom must be Ingham County Sheriff's Office employees holding the rank of Sergeant or above. Members of the promotional panel will not be provided with applicants' Job Fit Assessment scores or ranks prior to or as part of promotional panel interviews. Applicants shall be subjected to a substantially similar process and rigor of questioning. The panel will score each applicant using a consensus scoring system.

Section 4. Promotion.

- A. No more than seven (7) business days (Monday-Friday) following completion of the promotional process, the Sheriff shall conspicuously post or disseminate a final promotional list detailing the total scores of all applicants who successfully completed the promotional process. The promotional list shall identify employees by the last four (4) digits of their social security numbers and include a Job Fit Assessment score, a Promotional Panel score, and a total overall score. This list shall be utilized for all promotions for two (2) years from the date the list is posted or until the list is exhausted, whichever occurs first.
- B. The eight (8) applicants with the highest cumulative promotional process scores shall be classified as immediately eligible for promotion and may be promoted in any order at the discretion of the Sheriff. The remaining candidates meeting the minimum eligibility requirements for promotion shall be classified as eligible for promotion and may be promoted at the discretion of the Sheriff after the top eight (8) scorers have either been promoted or removed from the promotional list via (voluntary refusal of an offer of promotion or separation from employment). Ties in the final qualified applicant rankings shall be broken by department seniority. In the event two or more deputies were hired on the same date, the lowest of the badge numbers as assigned shall control.
- C. If at any time during the two-year effective period of the promotional list there should be fewer candidates eligible for promotion than promotional

vacancies, the parties agree to meet and collectively bargain on the process to be used.

Section 5. Probation. Any Sheriff's Office employee who has been promoted but does not complete the probationary period shall have the right to return to their previous position unless dismissed from the Sheriff's Office for just cause.

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 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. 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.

Section 6. Standards & Licensing. The Employer shall pay the complete cost of any training or additional licensing that, during the duration of this Agreement, becomes required by the Employer, law, or other governing or regulatory agency, for any active Employee covered by this Agreement to maintain his or her current position.

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 as either a Detective or Deputy, he/she shall be considered a probationary employee from the date of hire until two thousand eighty (2080) hours of work have been performed following his/her successful completion of the Police Academy. In the event that the Detective or Deputy successfully completed the Police Academy prior to his/her employment with the County, then such individual shall be considered a probationary employee until he/she has completed two thousand eighty (2080) hours of work. The Union may represent him/her only for rates of pay, wages, and numbers of hours of employment and not for matters concerning discipline and/or discharge of a probationary employee. Probationary employees may be disciplined or terminated with or without cause within the sole discretion of the Sheriff.

Section 2. After termination of the initial probationary period, employees who are transferred or promoted are subject to an additional one thousand forty (1040) hours of work probationary period immediately following promotion or transfer. Should a Corrections Deputy be transferred to either a Deputy or Detective classification, then, in that event, such additional probationary period shall last until one thousand forty (1040) hours of work have been performed following his/her successful completion of the Police

Academy. All employees subject to an additional probationary period shall have the right to be represented by the Union with regard to all the terms and conditions of this Agreement.

An employee who is promoted to the Detective Bureau or transferred to the Road Patrol is on probation. However, he/she has the right in the event of discharge from employment to contest the same as provided hereunder. Further, the Sheriff has the right while the promoted/transferred employee is on probation to return that person to his/her former position, within the Sheriff's sole discretion and such decision by the Sheriff is not grievable and is final on all the Parties.

ARTICLE 17

MEDICAL DISPUTE

In the event of a dispute involving an employee's physical or mental ability to perform his/her job, and the County or the Sheriff are not satisfied with the determination of the treating healthcare provider, the County or the Sheriff may require a report from a healthcare provider of their choosing and at their expense. If the dispute still exists, at the request of the Union, the employee's healthcare provider and the County or the Sheriff's doctor shall agree upon a third healthcare provider to submit a report to the County or the Sheriff and the employee, and the decision of such third Party will be binding on both Parties. The expense of the report of the third Party shall be borne equally by the County and the employee. The employee shall make himself/herself available to the County or Sheriff's healthcare provider for examination at a time set by the healthcare provider.

ARTICLE 18

DRUG TESTING PROTOCOL

Section 1. 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 such other method as may be mutually agreed upon by the parties. The Employer shall ensure that random drug testing is unannounced and spread reasonably throughout the calendar year. The Employer will waive an employee having to be called in for drug testing if he/she is on an approved leave or on a pass day.

Section 2. 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 3. 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 4. The Ingham County Sheriff's Office shall have the responsibility for selecting an agency/vendor that will properly conduct the drug test and furnish reliable

results. The agency/vendor selected must also provide the ancillary services needed, including specimen retention of "positive" samples for five (5) years.

Section 5. The Ingham County Sheriff's Office shall make the necessary advance arrangements for collection of the urine specimen to be tested for drugs, and a proper area for collection.

Section 6.

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

Section 8. Drug Testing.

TESTING LOCATION FOR DRUGS:

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

- A. When the employee enters the drug testing location the COLLECTOR will require him or her to provide positive identification

(photo ID). The COLLECTOR should also provide the employee with his/her identification.

- B. The COLLECTOR will explain the testing procedure to the employee.
- C. The COLLECTOR shall complete The Non-Federal Workplace Drug Testing Custody and Control Form. The employees shall complete the information required in the 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 9. 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 10. 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 11. 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 12. 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 13. 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 14. 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.

Section 15. Reasonable Suspicion Testing. Except as otherwise permitted by this Article, an employee on-duty or reporting for duty may only be required to submit to a test for the presence of drugs or alcohol (blood, urine, or breath) at the order of a supervisor where there exists reasonable suspicion the employee has been using, or is

under the influence of, intoxicating liquors, drugs, or other controlled substances where use is prohibited by law or policy. Reasonable suspicion as used herein means a belief, drawn from specific, objective and observable facts, and/or reasonable inferences drawn from those facts, that an employee has been using, or is under the influence of, drugs or alcohol in violation of Sheriff's Office policy.

- A. In the event it is requested an employee submit to a reasonable suspicion test for the presence of drugs or alcohol, the employee shall be permitted to confer with union representation (by telephone if such representation is not present) prior to testing, provided it does not unreasonably delay the test.
- B. An employee may refuse to submit to a reasonable suspicion test but the employee shall be appraised, and hereby agrees, that such refusal constitutes grounds for discipline equivalent to that which would be imposed for a positive test result.
- C. Reasonable suspicion tests for alcohol in the form of a preliminary breathalyzer test (PBT) shall be given by supervisory personnel trained and/or certified to administer the test with the specific device used.
- D. Upon completion of any test, the supervisor asserting reasonable suspicion as defined by this Section shall immediately write a detailed written report of the circumstances, his/her observations, justifications, and/or all other relevant facts relied upon in establishing reasonable suspicion. In the event a supervisor performs the test, the report shall also include the test results.

- E. The Employer shall not be required to have reasonable suspicion to require an employee submit to a test for the presence of drugs or alcohol immediately following the employee's:
- (1) Involvement in a motor vehicle accident (regardless of fault or injury) while on-duty and operating a County owned vehicle or patrol car.
 - (2) Discharging of a firearm during the course of his or her duties.
- F. In unusual circumstances, the requirement of reasonable suspicion justification may be waived specific to individual employees where there exist circumstances necessitating such a suspension (*e.g.* as part of a treatment program, a condition of discipline, *etc.*).

ARTICLE 19

HOURS AND RATES OF PAY

Section 1. The Sheriff has the right to assign an eight (8), ten (10), or twelve (12) hour shift for Deputies assigned to law enforcement 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, parttime deputies may be scheduled for other than eight (8), ten (10) or twelve (12) hour shifts.

Section 2. Employees are required to be on duty a minimum of eight (8) 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.

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

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

Section 4. Metro Squad/Fugitive Team. Employees assigned to the Metro Squad or Fugitive Team will work irregular hours and overtime will be paid only in excess of forty (40) hours worked per week.

Section 5.

A. Employees shall be compensated at straight time for assigned hours worked.

B. **Overtime.** Any time worked in excess of the assigned eight (8) hours a day, ten (10) hours a day, or twelve (12) hours a day, 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 at time and one-half the overtime hours worked as stated below.

C. Compensatory Time Option for Payment of Overtime.

- (1) Effective January 1, 2018, in lieu of overtime payment as stated above, employees may accumulate compensatory time to a maximum of ninety-six (96) hours.
- (2) No compensatory time shall be paid for overtime holiday hours worked in December.
- (3) Employees who are paid 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) Compensatory time may be taken when it is mutually agreed between the employee and the Sheriff or his/her designee. The maximum use of compensatory time at any one time will be sixty (60) hours.
- (5) 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.
- (6) 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 wages prior to the end of the calendar year or be transferred

to the employee's deferred compensation account up to the maximum permitted by the deferred compensation plan.

(7) 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.

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

Section 6. 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 7. Court Time Premium Pay and Minimum.

- A. When an off-duty officer 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 officer on a personal matter, he/she shall receive the witness fee, if one is payable, plus the difference between such witness fee and pay at time and one-half for the time actually spent on the assignment, with a minimum of two (2) hours of pay at time and one-half. If no witness fee is payable, he/she shall receive pay at time and one-half for the time spent on the assignment, with a minimum of two (2) hours of pay at time and one-half.
- B. This minimum does not apply under circumstances where the employee attends proceedings beyond the end of the employee's normal shift.

- C. Mileage that may be paid by the court will be considered separate payment and will not be included in the above pay.
- D. 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 8. Call Back Premium Pay and Minimum.

- A. Call Back Pay. 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.
- B. Driving Time. All Deputies called back to work for an immediate response will receive an additional one-half hour of compensation at the rate of time and one-half, in addition to the minimum one and one-half hours of overtime compensation. The additional one-half hour is recognized as the driving time. The compensation for work performed will begin at the time the Deputy actually reports to the designated scene or to the office as directed. The half-hour driving time will apply to all personnel regardless of their residence.
 - (1) If personnel are called back in to work for an immediate response when they are not at their primary residence and are located outside an adjacent county they will be compensated at time and one-half for

the actual driving time from that location to the designated reporting location.

Section 9. Out of State Transport Exception. Provisions of this Article regarding overtime shall not apply when an officer makes an out-of-state trip to pick up or deliver a prisoner. Such assignments will be made to volunteers at the sole discretion of the Sheriff, and an officer on such a trip will be eligible for straight time pay on his/her regular shift basis.

Section 10. 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 11. Work beyond an employee's regular shift shall be authorized by the employee's immediate supervisor at the time he/she is instructed to perform any assignment that extends beyond the end of that duty day, and shall be on a form furnished by the Sheriff and signed by the employee's immediate supervisor.

Section 12. Canine Handlers. The Employer recognizes the Fair Labor Standards Act ("FLSA") requires employees be compensated for hours spent caring for their assigned canine. Compensable time for dog care includes feeding, grooming, cleaning, training, exercising, and transportation of the dog to and from veterinary care. Accordingly, employees who have been assigned a dog shall be compensated (7) hours per pay period at the employee's regular hourly rate of pay when the dog is in the care of the employee.

Section 13. Field Training Deputy Pay. Deputies who are assigned to work as field training Deputies shall receive an additional one (1) hour of compensation at the rate

of time and one-half (1 1/2) their regular straight time rate for each day they are assigned to work with a trainee.

Section 14. Detective Cell Phones.

- A. Cell phones either provided by the Employer or personally owned will be carried by the Detectives both on and off duty.
 - (1) The purpose for carrying the cell phones is to ensure that when necessary Detectives can be contacted to investigate incidents as determined by a Command Officer.
 - (2) It is further agreed that the order to carry cell phones is not intended to:
 - (a) Restrict Detectives to a particular geographical area when off duty.
 - (b) Prohibit Detectives from participating in lawful activities that could result in the inability to report for duty if contacted.
- B. The Sheriff's Office also recognizes the limits of the phone system, and acknowledges there will be times when the Detectives may not receive a particular call.
- C. The Union and the Detectives recognize and agree that when a call is received, regardless of the location and circumstances the Detective will respond by telephone. A determination will then be made if the Detective is needed to report. A refusal to respond to a received call will be grounds for discipline.

- D. Detectives shall be paid only if a Detective is required to report for work. Such compensation shall be consistent with the current Agreement's **Call Back provision**. (Article 19, Section 8 – Call Back provision)

Section 15. Equalization of Scheduled Overtime.

- A. (1) In the event the Employer becomes aware seven (7) days in advance of the need for an overtime assignment involving members of this collective bargaining unit the Employer shall post the overtime with a sign-up sheet in the Roll Call/Briefing area.
- (2) Employees shall be notified by Sheriff's Office e-mail of any overtime assignments that are available.
- (3) Bargaining unit members requesting to work the posted overtime shall print their name on the sign-up sheet no later than seventy-two (72) hours prior to the event to be worked.
- B. The Employer shall attempt to equalize the overtime hours worked based on: (1) the voluntary sign-up, and, (2) the number of overtime hours previously worked, and then post the assignments identifying those employees so assigned.
- C. In the event the Employer is unable to fill the posted overtime through volunteers, the Employer shall have the right to fill the remaining positions by ordering the lowest seniority bargaining unit member first and continue upward until all posted overtime is filled. If ordered in, the time will be charged against the member for purposes of OT equalization.

- D. In the event a bargaining unit member is inadvertently by-passed for overtime equalization, the member will be afforded the first opportunity to work the next overtime detail of equal or greater hours that he/she is available to work, as the exclusive and sole remedy to resolve the conflict.
- E. The Employer shall make available the overtime hours list to the Union representative upon request.

ARTICLE 20

SHIFT-PREFERENCE

Section 1. Shifts will be bid on a quarterly basis. Three (3) twenty-eight (28) day schedules will equal one quarter. Shift assignments for the quarter shall be posted twenty-eight (28) days in advance of the start of that quarter and will be determined on the basis of seniority. However, it is expressly understood and agreed to between the Parties that for the first quarter, this posting could be less than the twenty-eight (28) days. The employees shall submit a bid for shifts at least three (3) weeks prior to the twenty-eight (28) day posting of shift assignments for the quarter. Any employee who fails to submit a timely bid, shall forfeit his/her preference for that quarter and may be assigned any shift by the Command Officer.

Section 2. The employee shall also submit for approval at this time any vacation request for the quarter that the employee has not previously submitted under Article 30, Section 7. Employees will bid for shifts among other employees in the same job assignment.

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

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

Section 5. A denial of a request to trade days off by a Captain or his/her designee, may be appealed to the Sheriff, whose decision regarding the matter shall be final and binding on all parties and shall not be subject to the grievance procedure or any other appeal.

Section 6. It is agreed to by the Parties that, in the event of emergencies or manpower shortages, the shift preference article may be suspended and waived by the Sheriff and he may assign personnel, irrespective of the shift preference schedule, for the length of the emergency or manpower shortage. In addition, Shift preferences shall be waived and suspended for up to two (2) slots where two (2) employees will attend school. Further, shift preference shall be waived and suspended for two (2) other employees to attend school which is directly related to the Sheriff's Office operation for the length of the school, not to exceed two (2) employees per shift. The Sheriff shall determine which employees attend school.

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

Section 8. Notice of Assignment Change. Except for normally bid shifts or assignments, the Sheriff or designee shall provide thirty (30) days advanced written notice to any employee reassigned during the duration of this Agreement. This provision shall not apply to emergencies or an employee's assignment to light or restricted duty as outlined within this Agreement. The affected employee may waive the required notice of assignment change.

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 covered hereby earn pass days every twenty-eight (28) day scheduling period, the equivalent of two bi-weekly payroll periods, that they are actively employed by the County.
- 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 one (261) compensated annually, and earns eight (8) pass days, for a total of one hundred four (104) pass days annually.

- (2) An employee working on a ten (10) hour per day schedule works sixteen (16) days during each scheduling period for an annual total of two hundred eight (208), compensated at ten (10) hours each, will earn twelve (12) pass days, for a total of one hundred fifty-seven (157) pass days annually.
- (3) An employee working on a twelve (12) hour per day schedule works fourteen (14) days during each scheduling period, for an annual total of one hundred eighty-three (183) days, compensated at twelve (12) hours each, except for the one eight (8) hour day each fourteen (14) day period and will earn fourteen (14) pass days, for a total of one hundred eighty-two (182) pass days annually.

Section 3. Employees covered hereby may change a pass day after the schedule has been posted if they receive permission from the Sheriff.

Section 4. Pass days herein provided for may be postponed by the Sheriff for emergency purposes, but pass days so postponed may be taken at a later date, at a time mutually agreeable with the employee and the Sheriff, or paid at a rate of one and one-half the regular rate of pay of the employee, at the discretion of the Sheriff.

Section 5. Pass days pursuant to Section 2 and 3 above shall be posted twenty-eight (28) days in advance of the days to be taken. The employee shall request pass days at least three (3) weeks prior to posting the work schedule. Said request shall be granted if the Sheriff determines the same will not interfere with the normal operations of the Sheriff's Office.

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

Section 7. Records of pass days, days worked, and days not worked other than pass days shall be maintained in the 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 8. Pass Day Selection Process. All eligible Road Patrol, Detectives, Transport, Staff Services and Traffic employees will be permitted to select their pass days from the schedule under the following provisions:

- A. The Sheriff or his Designee will place all approved vacation requests, special assignments, prior approved special pass days and scheduled mandatory training on the schedule for the summer or winter period along with the names of the employees assigned to that shift.
- B. The Sheriff or his Designee will place on the schedule the minimum number of employees required on any given day within the areas of job assignment. (i.e., traffic, etc.).
- C. The number of employees assigned to specific areas and/or shifts will be divided into thirds by seniority.
 - (1) The first third (3rd) will have their first choice of pass days for the first and fourth twenty-eight (28) days of the period.
 - (2) The second third (3rd) will have first choice of the second and fifth twenty-eight (28) days of the period.

- (3) The last third (3rd) will have first choice of the third and sixth twenty-eight days of the period.
- D. At no time will any employee be allowed to have more than two (2) weekends or any portion thereof as scheduled pass days in any twenty-eight day cycle. For the night shift, weekends shall mean Friday and/or Saturday as scheduled pass days each shift period (28 days) or a total of six (6) weekends per quarter unless at the completion of this process no other employee has requested a specific weekend.
- E. If there is a conflict of pass days that creates a violation of Subsection B, the Supervisor will attempt to resolve it with the employees involved. If the Supervisor and employees are unable to resolve the conflict, the Division Commander will make the final Decision.
- F. No employee will be able to select their pass days or have a particular day off if the desired day or days results in overtime obligations. Further, Command Officers reserve the right to make the final decision on selection of days off if no agreement is reached as provided above.
- G. 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.
- H. It is expressly understood and agreed to between the Parties, the Sheriff and/or his designee shall have the authority to determine how many employees shall be working at a particular time, notwithstanding any contrary provisions contained herein.

- I. It is expressly understood and agreed to between the Parties that employees cannot refuse overtime.
- J. (1) The employee will be given a 28 day notice of change in assignment or transfer within or outside the unit which may result in schedule or shift change.
(2) This 28 day notice is subject to an exception in the event of exigent circumstances.
(3) This 28 day notice may be waived by the employee in writing.

ARTICLE 22

WAGES

Section 1. Effective Date. The wages for employees covered by this Agreement 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 on the date of ratification of this Agreement by both Parties. This includes retroactive payment for benefits such as, cost of living allowance, Detective clothing allowance, etc.

Section 2. Educational Bonus. All bonuses under this Section shall be paid in a lump sum during the December following the date upon which all conditions have been met.

Employees shall receive a lump sum bonus following completion of their probationary period following presentation of satisfactory proof of educational achievement as follows:

- A. A one-time Two Hundred Dollar (\$200.00) bonus for completion of two (2) years of college (90 academic credits) in a law enforcement program;
- B. A one-time Five Hundred Dollar (\$500.00) bonus for completion of a college Bachelor's Degree program in law enforcement, unless a bonus under subsection (A) has been received, in which case, the bonus under this subsection shall be a one-time Three Hundred Dollar (\$300.00) bonus.

Section 3. Under-Cover Duty. Deputies working under-cover duty shall receive their out-of-pocket expenses necessarily and actually incurred in the performance of their duty, provided such funds are available within the Sheriff's Office budget and such expenses are approved by the Sheriff or his Designee.

Section 4. Out-of-Classification Rate.

- 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 one full pay period.
 - (1) In the event that a person is assigned to the Detective Bureau for a period of ninety (90) days or less, he/she will not be entitled to any

increase in pay or benefits from that which he/she would normally receive in a lower ranking class or rank.

Section 5. Promotions.

- A. Employees will not be paid at rates in excess of the maximum for their classification.
- B. After a promotion or transfer the compensation will become effective the payroll period following the specific date of a promotion/transfer.
- C. A Corrections Deputy transferred to the rank 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.
- D. Employees promoted to Detective will be compensated at the lowest step which represents a 5% wage increase to the employee from their prior wage rate and will be assigned a new anniversary date (promotion to Detective) for the purpose of future step increases.

Section 6. Prior Experience.

- A. Original appointment to any position shall be made at the entrance rate of the classification. Upon recommendation of the Sheriff, the Human Resources Director may approve initial compensation through Step 2 in the Wage Schedule when the needs for the service make such action necessary; provided that any such exception is based on the outstanding and unusual character of the individual employee's experience and ability over and above the desirable qualifications specified for the class.

Authorization for initial compensation above Step 2 must be obtained from the County Services Committee.

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

Section 7. Payroll. Payroll shall be issued on a bi-weekly basis (14 consecutive calendar days) by direct deposit or by payroll debit card consistent with the requirements of MCL 408.476 (Michigan Wage and Fringe Benefit Act).

Section 8. Inclement Weather Compensation.

In cases where the County is officially closed, its operations are suspended, and/or eligible employees are directed to work remotely by the Controller or 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 will be in effect:

- A. When notification of the closure is rendered, employees who report to work during the period of the closure will receive one (1) additional vacation hour for each hour worked during their regularly scheduled

shift. This provision shall apply to employees who, prior to the closure, were scheduled to work overtime (and then did so) during the period of the closure. The Employer shall not be required to provide supplemental vacation hours to employees who worked overtime that was a direct result of, or in response to, the inclement weather or Act of God that caused the closure.

- B. Inclement weather compensation is subject to a maximum accrual of twenty-four and a half (24.5) hours per calendar year of additional vacation time per employee.

ARTICLE 23

WAGE SCHEDULE

Section 1. Wage Schedule.

A. **Detectives.**

- (1) The wages paid to Detectives shall be based on their continuous service in that classification and shall be as set forth below:
- (2) Employees promoted to Detective will be compensated at the lowest step which represents a 5% wage increase to the employee from their prior wage rate and will be assigned a new anniversary date (promotion to Detective) for the purpose of future step increases.

DETECTIVES

Detectives	2024	2% Public Safety	2025 - 3%	2026 - 3%	2027 - 4%
Step 1 – Upon Promotion	\$72,429.23	\$73,877.81	\$76,094.15	\$78,376.97	\$81,512.05
Step 2 – After Year 1	\$74,602.11	\$76,094.15	\$78,376.98	\$80,728.29	\$83,957.42

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

DEPUTIES

Deputies	2024	2% Public Safety	2025 - 3%	2026 - 3%	2027 - 4%
Step 1	\$54,584.49	\$55,676.18	\$57,346.47	\$59,066.86	\$61,429.53
Step 2	\$58,010.74	\$59,170.95	\$60,946.08	\$62,774.47	\$65,285.44
Step 3	\$61,933.10	\$63,171.76	\$65,066.91	\$67,018.92	\$69,699.68
Step 4	\$67,499.46	\$68,849.45	\$70,914.93	\$73,042.38	\$75,964.08
Step 5	\$69,524.43	\$70,914.92	\$73,042.37	\$75,233.64	\$78,242.98

Section 2. Implementation.

- A. The above wage schedules shall be effective as indicated. Retroactive payment of wages will be made only to those employees employed on the date of ratification.
- B. **Shift Premium.** Employees who work between 6:00 p.m. to 6:00 a.m. shall be paid a fifty cent (\$0.50) per hour premium for all hours worked.

ARTICLE 24

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, 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 startup 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 shall pay the full cost of the Defined Benefit Component. The Defined Benefit Component shall provide a 1.5% Benefit Multiplier with a 55/25 age and service option. 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.
 - (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 and 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 supplementing Medicare.
- 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 otherwise available to retirees, with a benchmark as set forth in Article 28, including the increase in the benchmark as set forth in Article 28. 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 coordinate plan and must accept and pay for Part B coverage. Medicare eligible retirees will have the choice of the following plans:
- (a) PHP High and PHP Low Medicare Supplement Plans; or
- (b) 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 October 1, 2012, 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 October 1, 2012, 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

20 years of service or more 100% of annual premium cost

- The Employer's contribution for employees hired on or after October 1, 2012, shall be capped at the above percentage amount of contribution for single health care coverage.
- Employees 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.

C. Retirees eligible for retiree health and hospitalization coverage may also enroll at the retirees' cost in dental and vision coverages offered to active

employees, provided they enroll for such coverages upon retirement. Retirees that enroll in dental and vision coverage and subsequently drop coverages, may not re-enroll.

- D. In the event a retiree wishes to cover his or her spouse, he/she may do so by prepaying the County the difference between the applicable two-person rate and the appropriate benchmark amount.

Section 3. Notwithstanding any contrary provision contained in this Article, starting April 1, 1991, the obligation of the Employer to pay for and provide retiree health insurance shall cease in the event that comparable health insurance is available at no cost to the retiree through another Employer or source, such as his/her spouse's Employer. Further, there shall be a requirement to coordinate with other available health insurances, such as Medicare, Medicaid, Federal insurance or any other health insurance which may be available in part or in total to the retired employee. All questions of eligibility shall be determined by the regulations and rules established by the carrier providing such coverage.

Retirees losing medical coverage from another source shall notify the County Human Resources Department in time so that retiree can be re-enrolled the first of the month following their loss of alternate coverage.

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

coverages/benefits referred to herein shall be changed, this section shall be deemed to apply to any and all similar or replacement programs subsequently designated.

Section 4. Effective January 1, 2013, no retirees shall receive life insurance paid by the Employer.

Section 5. Supplemental 457 Deferred Compensation. Effective January 1, 2025, and on or about every January 1st thereafter, the Employer shall provide an annual fifty percent (50%) match up to the first Two Thousand Dollars (\$2,000) contributed by the employee not to exceed One Thousand Dollars (\$1,000) annually contributed by the Employer to all qualifying employees 457(b) plans. The total Employer matching contribution shall not exceed One Thousand Dollars (\$1,000) regardless of any employee contributions in excess of Two Thousand Dollars (\$2,000). Employer contributions in any year shall be subject to the following requirements:

- A. the employee must be enrolled in an eligible employer-sponsored 457 plan and be actively contributing;
- B. the employee's total annual 457 plan contributions (to include the Employer's contribution) may not exceed the annual contribution maximum as established by the Internal Revenue Service.

ARTICLE 25

UNIFORMS, CLOTHING AND EQUIPMENT

Section 1. Uniforms, Boots and Shoes.

- A. **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.

- B. Boots and Shoes. The Employer will provide standard issue boots and shoes through a local vendor of the Employer's choice. The Employer will promulgate and distribute a procedural policy regarding a replacement protocol. The Employer will reimburse the Employee for the reasonable cost of resoling standard issue duty boots as may from time to time become necessary due to normal wear and tear.

Section 2. Detective Clothing.

- A. Any Detective required to wear civilian clothing as a part of his/her duties shall receive a clothing allowance upon of one thousand five hundred dollars (\$1,500.00) in the first full pay period following his/her promotion to detective and one thousand dollars (\$1,000.00) annually, payable in the first full pay period of December, every year thereafter.

Section 3. Uniform Maintenance. A dry cleaning and laundering allowance shall be paid by the County, in the sum of Four Hundred Twenty-Five Dollars (\$425.00) annually to each Deputy and Detective issued a uniform. Said sum shall be payable at the end of each calendar quarter, commencing March 31, 1987. In the event that the County contracts to provide cleaning and laundering services for employees, this section and the payments in it shall be eliminated. This dry cleaning and laundering allowance will be determined on the basis of Twenty-Five Dollars (\$25.00) per month for Deputies and Detectives, compensated up to the stated annual maximum.

Section 4. Clothing and cleaning allowances provided for hereunder shall be prorated when employees are on an unpaid leave of absence.

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

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

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

Section 6. Equipment Allowance. Effective January 1, 2024, all employees of this Bargaining Unit will receive a one thousand five hundred (\$1,500.00) dollar equipment allowance each year. This will be payable in a lump sum in the first full pay period in November in each calendar year.

ARTICLE 26

PARKING AND TRAVEL REIMBURSEMENT

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 27

HOLIDAYS

Section 1. The following holidays are designated by the Employer:

New Year's Day
Martin Luther King Day
(on the day designated by the federal and state government),
President's Day
Good Friday
Memorial Day
Juneteenth
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
the Friday immediately following Thanksgiving Day
Christmas Eve Day

Christmas Day
New Year's Eve Day

If the Christmas Eve Day, Christmas Day, New Year's Eve Day, and New Year's Day holiday falls on a weekend, the actual date will be considered the holiday.

Section 2. As scheduled by the Sheriff, employees who do not work a rotating schedule (i.e. 24/7) may receive a day off with pay as compensation for each of the above holidays.

Section 3. Employees who do not receive a day off with pay due to the occurrence of one of the above holidays are eligible to receive (8) hours pay at their regular rate per each authorized holiday, whether such holiday be worked or not. This is applicable whether the employee is scheduled for an eight (8), nine (9), ten (10), or twelve (12) hour day. Hourly rate for purposes of holiday pay shall be determined by dividing the annual salary by two thousand eighty (2,080) hours. Payment shall be made for each holiday in the paycheck covering the payroll period in which the designated holiday pay is earned. In addition to the eight (8) hours holiday pay, employees who work a rotating schedule and start their shift on the actual holiday (as opposed to the day the holiday is celebrated by the County) shall be paid or may accumulate compensatory time at the rate of time and one-half (1 1/2) their regular straight time rate for all hours worked on their shift. For purposes of this section, the holiday shall commence at 12:00 a.m. on the designated day.

Section 4. An employee who calls in sick on the last scheduled day before and/or the first scheduled day after the holiday, and/or the holiday (if scheduled) will not be

eligible for the day as holiday pay, unless excused by the Sheriff or the employee has a written doctor's excuse.

Section 5. Overtime Worked on Holidays. Employees who volunteer or are forced to work overtime caused by staffing shortage(s) on one of the above holidays will be compensated at two (2) times their regular straight-time rate of pay.

ARTICLE 28

VACATIONS

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

<u>A. Consecutive Years of Service With the County</u>	<u>Hours Earned Each Payroll Period Worked and Pro Rata 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. Effective January 1, 2019, all regular full-time employees hired on or after January 1, 2011, 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 Pro Rata 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	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. 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 3.

- A. All vacation requests must be received by the Sheriff in writing no later than February 15th for the summer period and August 15th for the winter period. Summer period will run from the first pay period in April to the first pay period in October and the winter period will run from the first pay period in October to the first pay period in April.
- (1) Employees shall be permitted to submit their vacation preferences based on the amount of vacation time, personal leave and/or compensatory time, as may be available, to cover any part or all of the period.
 - (2) Employees must take the vacation time on a holiday unless sixty (60) days before the holiday the vacation time off is canceled. Employees may not substitute a pass day for a vacation day on a holiday.
- B. Vacation schedules will be determined whenever possible based on the 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, including Section 5, therein.
- D. The approved vacation schedule will be issued by the Sheriff no later than March 15th and September 15th of any year.
- E. Those employees failing to make a written request for vacation by February 15th and August 15th will have their vacation scheduled as the remaining vacation time and operational needs of the Sheriff's Office permit.
- F. Vacation slips submitted by an employee will only be accepted for the current calendar year with the exception that requests for vacation for January, February and March must be submitted in the August 15th written request.

Section 4. 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 5. Annual leave days not used may only be accumulated to a maximum of three hundred sixty (360) hours. An employee who fails to timely submit his/her request shall lose his/her right to vacation preference because of seniority for that particular calendar year.

If the vacation period is not established for the employee within thirty (30) days after the request by the employee has been submitted to the Sheriff, as herein required, or if the employee is not able because of 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 sixty (360) hours of vacation, notwithstanding any provision to the contrary in this Article.

Section 6.

- 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. However, if an employee resigns in lieu of termination, he/she will be paid earned vacation hours. Vacation hours will not be paid in cases of discharge from employment.

Section 7. Employees who have more than two hundred (200) hours of accumulated vacation accrual may request a cash out payment annually of forty (40) hours. This payout will be made by December 15th of each year.

ARTICLE 29

LEAVES OF ABSENCE

Section 1. General Provisions.

- A. **Leave of Absence Without Pay.** An employee taking an approved leave of absence, for any reason, will be allowed to continue his/her group life insurance coverage for sixty (60) calendar days if he/she pays the monthly premium, and group health insurance coverage for ninety (90) calendar days if he/she pays the monthly premium. The County's group premium rates will terminate after sixty (60) calendar days for life insurance coverage and after ninety (90) calendar days for health and hospitalization coverage, but the employee may, at his/her own expense, convert both insurances

into individual policies at appropriate non-group premium rates under the guidelines established by the insurance carriers. Upon returning to active employment, the employee will again be provided with the regular insurance benefits. No other insurance benefits will continue during said leave.

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

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

Section 2. Military Leave.

- A. An employee will be allowed a military leave of absence as mandated by state and/or federal laws.
- B. An employee on a military leave of absence must bring a copy of his/her military orders to report for induction and apply for such leave at the

Personnel Office. Any employee desiring to return to County employment must bring a copy of his/her separation papers (DD-214) or discharge to the Personnel Office within ninety (90) days following honorable separation from active military service in the original induction period and make an application for reinstatement of employment.

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

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

Administrative Services/Personnel Committee may approve one ninety (90) day extension.

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

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

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

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

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

Employees may use accumulated sick time for approved leave of absences relating to a Family Medical Leave request when it is necessary, as medically certified, to care for a family member. This is in addition to the time allowed in Article 33, 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.

Section 7. Bereavement (Funeral) Leave.

- A. If a death occurs among a member of an employee's family, the employee will be excused from work 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. Family shall be defined as: spouse, other qualifying adults*, children, parents, father-in-law, mother-in-law, step-parent, stepchild, brother, sister, step-sister, step-brother, grandchildren, uncle, aunt, nephew, niece, brother-in-law, sister-in-law, daughter-in-law, grandfather, and grandmother.

*For the purposes of this section, other qualifying adult is defined as an individual with whom the employee has shared a primary residence for at least six (6) months and who is not a parent, grandparent, employee, or tenant.

- (1) Upon approval of the Sheriff or his/her designee, additional days of funeral leave may be granted to an employee, to be charged against the employee's accumulated sick leave or personal annual leave.
- (2) Subject to the terms of this Article, upon approval at the discretion of the Sheriff, funeral leave may be granted to an employee covered hereunder in the event of the death of an individual with a similar personal relationship to the employee as those enumerated above (e.g., person acted as mother or father).

The Sheriff is to be notified immediately of a death in the family and the extent of the expected absence. The employee shall provide appropriate verification to confirm his/her eligibility for the provisions of this Article, if requested by the Sheriff.

- B. 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.

- C. Such attendance shall be without compensation and with the prior approval of the Sheriff.

Section 8. Jury Duty. 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. 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:

- A. 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).
- B. 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).
- C. 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 30

SICK LEAVE

Section 1.

- A. Each employee shall earn sick leave credit based on the ratio of 3.846 hours for each payroll 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. The Employer shall permit an employee to use sick leave time for any of the following reasons:

- A. Mental or physical illness, injury, or health condition of the employee or a family member of the employee.

“Family member”, for the purposes of this Article includes all of the following:

- (1) a biological, adopted or foster child, stepchild or legal ward, or a child to whom the eligible employee stands in loco parentis;

- (2) a biological parent, foster parent, stepparent, or adoptive parent or a legal guardian of an eligible employee or an eligible employee's spouse or an individual who stood in loco parentis when the eligible employee was a minor child;
 - (3) an individual to whom the eligible employee is legally married under the laws of any state;
 - (4) a grandparent;
 - (5) a grandchild;
 - (6) a biological, foster, or adopted sibling.
- A. Medical diagnosis, care, or treatment of the employee's or family member's mental or physical illness, injury, disease, or health condition(s);
 - B. Preventative medical, vision, or dental care for the employee or family member;

Consistent with the requirements of the Earned Sick Time Act, PA 338 of 2018, MCL 408.961, et seq as amended, an employee shall be permitted to use a cumulative seventy-two (72) hours of sick leave time annually for any of the following additional reasons:

- A. If the eligible employee or the eligible employee's family member is a victim of domestic violence or sexual assault, the medical care or psychological or other counseling for physical or psychological injury or disability;
- B. to obtain services from a victim services organization; to relocate due to domestic violence or sexual assault; to obtain legal services; or to

participate in any civil or criminal proceedings related to or resulting from the domestic violence or sexual assault;

- C. For closure of the eligible employee's primary workplace by order of a public official due to a public health emergency; for an eligible employee's need to care for a child whose school or place of care has been closed by order of a public official due to a public health emergency;
- D. Where it has been determined by the health authorities having jurisdiction or by a health care provider that the eligible employee's or eligible employee's family member's presence in the community would jeopardize the health of others because of the eligible employee's or family member's exposure to a communicable disease, whether or not the eligible employee or family member has actually contracted the communicable disease.

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

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

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

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

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

Section 9. Cash-Out Upon Separation.

- A. Upon separation from employment, an employee hired before October 1, 2012, 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:** 50% of the maximum 1,280 hours to a maximum 640 hours upon the death of the employee to the designated beneficiary.
 - (2) **Retirement:** 50% of the maximum 1,280 hours to a maximum of 640 hours upon the retirement of the employee.
- B. Employees hired on or after October 1, 2012, shall receive payout at the time of death or retirement at the rate of 25% of accrued hours up to a maximum accrual of 1,280 hours for a maximum payout of 320 hours.
- C. In the event the death of an employee occurs in the line of duty, the Employer shall pay the employee's estate an amount equal to one hundred percent (100%) of the employee's unused accumulated sick leave time.

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 and the payment shall be received no later than June 15th of that particular year.

Section 11. Medical Dispute. The Sheriff may require a physical or mental exam by a healthcare provider 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 healthcare provider and the employee's healthcare provider, both of these healthcare providers shall select a third healthcare provider, whose decision shall be final and binding on the Parties. The expense shall be borne equally between the Employer and employee to the extent it is not covered by the employee's insurance.

Section 12. Sick Time Donation.

- A. To be eligible to accept sick leave donations an employee must:
 - 1. Not be on probation;
 - 2. Have a Family Medical Leave Act (FMLA) qualifying event;
 - 3. Have exhausted all forms of available leave time;
 - 4. Make a request for sick leave donations to their immediate supervisor.
- B. To be eligible to donate sick time an employee must:
 - 1. Not be on probation;
 - 2. Have at least eighty (80) hours of sick leave in their accrual bank;
 - 3. Respond to a request for sick leave donations by the posted deadline.
- C. Employees who are eligible to donate sick leave may donate up to forty (40) hours of sick leave in a calendar year to a maximum of three (3) people.

- D. Sick leave donations may be made to any County employee regardless of department or bargaining unit affiliation.
- E. Sick leave donations will not affect a donating employee's ability to participate in the annual sick cash out as detailed in Section 10 of this Article.
- F. Employees may only make one (1) sick leave donation request for each FMLA qualifying event which will result in extended absence from work.
- G. Employees shall not earn any accruals while receiving sick time donations.
- H. Sick Leave Donation Process.
 - 1. An employee with a FMLA qualifying event who has exhausted all forms of leave makes a request to their immediate supervisor.
 - 2. The supervisor contacts the Human Resources Department with the sick leave donation request.
 - 3. Human Resources shall verify that the employee is eligible to receive 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 applicable);
 - d. Deadline to donate.

5. Sick leave donations shall be accepted for a minimum of three (3) weeks from the date of the posted request.
6. Employees who wish to donate sick leave must respond to Human Resources with the name of the employee they wish to donate to and the number of sick hours they wish to donate.

All sick leave donations received will be placed into the requesting employee's sick leave accrual bank for this use. If there is a remaining balance upon the employee's return to work, those hours will be placed in a County-wide sick leave donation bank.

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

ARTICLE 31

PERSONAL LEAVE

Section 1. On an annual basis, each eligible employee shall receive forty-eight (48) hours of personal leave time to be taken in minimum increments prescribed by Sheriff's Office policy or with the approval of the Sheriff or his/her designee. The minimum allowable use increment shall be no greater than one (1) hour. Employees shall be credited with personal leave during the first pay period ending date of each calendar year. New employees shall receive personal leave time on a pro-rated basis.

Section 2. A request for use of personal time will be granted or denied within five (5) working days. The request must be made at least twenty-eight (28) days in advance with the exception of the provision of Section 3. Personal leave time must be used during each calendar year in which the time is credited and any unused time will not carry over

to the next calendar year. Personal time must be used by the end of the last full pay period of the calendar year.

Section 3. Purpose. Personal leave time may be used for all purposes including illness of immediate family members residing in the employee's household. In the event personal leave time is used for immediate family illness, the employee shall inform his/her immediate supervisor of the fact and the reason therefore before the first hour of the employee's work day. Nothing in this section relieves the employee from securing the approval of the supervisor, which approval will not be unreasonably denied.

Section 4. Proof of Family Member Illness. An employee may be required to provide proof of illness of a family member in the form of a physician's letter or other means of proof when proof is justified by a pattern, frequency, or length of illness or other circumstances giving rise to reasonable suspicion.

ARTICLE 32

HEALTH, DENTAL AND VISION INSURANCE

The parties recognize that this Article is subject to the requirements of the federal Patient Protection and Affordable Care Act (P.L. 111-148), the Health Care and Education Reconciliation Act of 2010 (P.L. 111-152), and the Michigan Publicly Funded Health Insurance Contribution Act, 2011 Public Act 152, as amended (MCL 15.561 et seq.).

The medical coverage plan may be modified to comply with federal law and if the County Board of Commissioners, for subsequent plan years commencing 2019, implements, in its discretion and pursuant to 2011 PA 152, either a hard cap election or employee contributions necessary to meet the requirement that the Employer pay no more than 80% of the total annual costs of all of the medical benefit plans election,

bargaining unit employees will be required to make contributions under the election made by the Board of Commissioners.

Section 1. Health Insurance Program.

- A. Effective January 1, 2025, and annually thereafter the health insurance, vision, and dental coverages offered by the Employer for eligible full-time employees and legal dependents will be determined by the process established by the Ingham County Health Care Coalition. A description of the current plan offerings will be located on the County's website.
- B. Waiver. An employee who is eligible for medical/hospitalization insurance via another source and who executes an affidavit to that effect may elect not to be covered by the medical insurance provided under this Article. The decision to waive coverage shall be made once per calendar year. A Waiver Agreement drafted by the Employer shall be executed by the employee. In the event the employee elects to forego medical insurance, the Employer shall pay an amount based upon the coverage for which the employee is otherwise eligible at the time of election (full family, two person, or single subscriber) directly to the employee as taxable compensation. Waiver amounts will be determined annually by the Health Care Coalition.
- C. Premiums. Health care premiums shall be shared between the County and the employee. The amounts paid by the County and the employee shall be determined using annually as recommended by the Ingham Health Coalition and approved by the Ingham County Board of Commissioners.

Section 2. 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 3. Other Qualified Adult Insurance. Individuals who meet the requirements of an other qualifying adult 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 4. Health Care Coalition. The Employer and the Union recognize the rapidly escalating healthcare costs have a detrimental impact on health benefit programs. The parties hereby establish a joint committee known as the Ingham County Health Care Coalition for the purpose of investigating healthcare cost containment issues which shall continue during the term of this Agreement, including medical, dental and optical insurance; health insurance waivers; and health flexible benefit programs, health savings account plans, and similar programs. The Coalition shall be subject to the following provisions:

- A. The Coalition shall be comprised of representatives from the Employer and each bargaining unit.
- B. This bargaining unit shall be granted release time, including travel time, for sending up to two (2) representatives to the Coalition, who may attend

without loss of pay. Members attending must arrange their schedule, with notice to their Manager.

- C. The Coalition shall meet at the mutually agreed upon times agreed to by the Employer and the bargaining unit Committee representatives. Minutes of each meeting shall be taken.
- D. Any tentatively agreed healthcare plan changes by the Coalition will be presented to the Employer and each bargaining unit for ratification pursuant to each party's normal ratification procedure.

Section 5. 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 1B shall be mandatory. Those employees shall not be permitted to have double health insurance coverage from the same or different options noted in this Article. They are entitled to two individual single plans with the County as required under the ACA or they can choose 2-person coverage.

- A. 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.
- B. 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 6. Employees losing medical coverage from their spouse shall notify the County Human Resources Department 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 7. The Board of Commissioners may substitute another carrier; however, the basic provisions of the coverage shall be retained.

Section 8. 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.

Section 9. Vision Insurance. Full-time employees will be eligible for the VSP Group Vision Care Plan that is Vision Service Plan A. This coverage shall be effective at the beginning of the 1st month of continuous service after the new employee's date of hire.

Section 10. Dental Insurance. Full-time employees will be eligible for dental insurance pursuant to the Employer's plan. Dental coverage shall start at the beginning of the 1st month of continuous service after a new employee's date of hire. Consideration may be given to changes in dental coverage during the term of this Agreement, as determined by the Board of Commissioners.

ARTICLE 33

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 34

LIABILITY INSURANCE

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

arrive at a mutually agreed upon solution. The Employer will attempt to obtain, under such circumstances, comparable coverage at comparable payment rates.

ARTICLE 35

WORKER'S COMPENSATION

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

Section 1. 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.
- C. Employees shall be permitted to use their accumulated sick leave as a supplement to worker's compensation so that they will receive one hundred percent (100%) of their normal straight-time pay.

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.

Section 2. If an employee injured on the job is on Workers' Compensation status and exhausts all banked or accumulated leave time, the County shall continue to provide medical and hospitalization insurance at the County's expense (less any required

employee premiums) for a period of not less than one (1) year from the date of the injury. The Employer shall not be required to continue benefits under this provision where they have disputed an employee's Workers' Compensation claim.

ARTICLE 36

RESTRICTED DUTY

Section 1. Employees requesting restricted duty assignments from Staff Services or Field Services positions will be assigned to a position within the Sheriff's Office that is reasonably accommodating to the employee's specific restriction(s) and for which they are otherwise able and trained to perform. Absent mutual agreement between the employee and Employer, employees on restricted duty shall work Monday through Friday 0800 to 1700. Restricted duty assignments may be limited in duration to a maximum of twelve (12) weeks and shall under no circumstances be available on a permanent basis.

- A. Requests for restricted duty assignments must be accompanied by a detailed healthcare provider's opinion describing the employee's injury/medical condition, and the medical reasons why restricted duty is necessary for the requested duration.
- B. Requests for restricted duty assignments shall be handled in the order in which they are received with on-duty injury requests receiving priority over non-duty related injuries/conditions. Employees on restricted duty as a result of an on-duty injury or health condition may not refuse restricted duty assignments that are consistent with the restrictions identified by a healthcare provider and that they are, or may be, trained to perform.

- C. A duty restriction shall not require the employer to exceed the number of employees who would otherwise be assigned a specific Division, unit, or assignment.
- D. In the event there is no vacancy available for restricted duty as a result of an on-duty injury, the Sheriff may re-assign an employee in a given assignment in order to create a vacancy for a restricted duty position. Reassignment shall occur first by volunteer. Of the volunteers, the employee with the most seniority shall be reassigned. If there are no volunteers, the employee with the least seniority shall be reassigned. The re-assignment shall be for no longer than the restricted duty of the employee receiving accommodation. The transferred employee, to the extent possible, shall be transferred to an assignment and shift comparable to that which they were assigned prior to the transfer.
- E. The Employer shall honor all scheduled vacation time and time off requests approved prior to the start of the restricted duty assignment for any employee on restricted duty or any employee transferred consistent with this Article as a result of a request for restricted duty.
- F. Assignment to restricted duty shall not affect seniority, classification, wages or pay increases, promotions, transfers, retirement, or other special assignment status.

ARTICLE 37

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 38

AUTOMOBILE SAFETY

Section 1. If a bargaining unit employee feels any vehicle is unsafe, he/she should immediately inform his/her supervisor.

Section 2. 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.

Section 3. Said vehicle shall remain out of service until cleared as safe by the Sheriff's Office mechanic.

Section 4. The Employer shall not require employees to use any vehicle that is not in safe operating condition.

Section 5. No employee will refuse to use any vehicle that is in safe operating condition.

Section 6. 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 39

AUTOMOBILES AND EQUIPMENT SAFETY

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. A portable recording device appropriate for use by on-duty Detectives and Deputies for dictating reports will be given to them at the start of their shift for use in all Road Patrol and Detective vehicles. Said recording devices shall be returned at the end of the Deputy's shift in accordance with the directions of the Sheriff.

Section 5. The Employer shall provide patrol vehicles equipped with air-conditioning.

ARTICLE 40

AMMUNITION

Section 1. 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 which must be timely utilized by the employee during approved range training session(s) with a certified firearms instructor.

ARTICLE 41

WAIVER

Section 1. It is the intent of the parties hereto that the provisions of this Agreement shall supersede all prior agreements or understandings, oral or written, expressed or implied, between such parties and will henceforward govern their entire relationship and constitute the sole source of any and all rights or claims which may be asserted hereunder or otherwise.

Section 2. It is the intent of the parties that this Agreement contains all economic and non-economic terms and conditions of employment applicable to employees covered by this Agreement.

Section 3. Both parties accordingly acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered by this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

ARTICLE 42

EFFECTIVE DATE

This Agreement shall become effective on December 27, 2024, and shall continue in full force and effect until December 31, 2027, 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, 2027.

IN WITNESS WHEREOF, the Parties have executed this Agreement by their authorized representative this 12th day of November, 2025.

CAPITOL CITY LABOR PROGRAM, INC.

COUNTY OF INGHAM



Brad Richter, Executive Director Date


Ryan Sebolt, Chair
Board of Commissioners Date

05/30/25

11/12/25

Ryan A. Cramer 6/10/25
Ryan Cramer, Division President Date

Scott A. Wiggelsworth 6-30-25
Scott A. Wiggelsworth, Sheriff Date


Joe Panwas 6-11-25
Division Director Date

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

By: Gordon J. Love 5/14/2025

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APPENDIX A

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 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.

Introduced by the County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION TO APPROVE THE 2025 - 2027 COLLECTIVE BARGAINING AGREEMENT WITH
THE CCLP LAW ENFORCEMENT UNIT**

RESOLUTION #24 –588

WHEREAS, a collective bargaining agreement (CBA) has been reached between representatives of Ingham County and the CCLP Law Enforcement Unit (Union) for the period January 1, 2025 through December 31, 2027; and

WHEREAS, the agreement includes: a term of 3 years (January 1, 2025 – December 31, 2027), a 2% public safety incentive wage scale adjustment and a 3% increase effective December 28, 2024, a 3% increase effective December 27, 2025, and a 4% increase effective December 26, 2026; and

WHEREAS, the agreement adds a non-discrimination clause based upon membership or non-membership in the Union; and

WHEREAS, the agreement adds an access to Ingham County premises provision and removes the reference to Article 10, Internal Affairs regarding reasonable time for special meetings; and

WHEREAS, the agreement adds a thirty-day advance notice of layoff provision; and

WHEREAS, the agreement adds a notice of release of confidential information as well as for administrative leave in the event of the use of force as well as an MCOLES disclosure notice provision; and

WHEREAS, the agreement amends the Elections of Remedies article; and

WHEREAS, the agreement provides for employer payment for the cost of any new training required to maintain employment; and

WHEREAS, the agreement increases training pay from thirty minutes to one hour, and increases Canine Handler pay to seven straight hours per pay period from 15 minutes of daily overtime per day worked; and

WHEREAS, the agreement provides for thirty-day notice of assignment change; and

WHEREAS, the agreement provides for clarification of inclement weather compensation and an increase in the annual cap from sixteen hours to twenty-four and one-half hours of leave; and

WHEREAS, the agreement updates shift premium language and increases the shift premium from thirty-five cents to fifty cents per hour; and

WHEREAS, the agreement eliminates longevity plan retention incentive pay for employees hired by Ingham County prior to December 1, 2012; and

WHEREAS, the agreement provides for a 50% match up to the first \$2,000 contributed by the employee to their 457(b) Plan for an amount not to exceed \$1,000 annually contributed by the Employer; and

WHEREAS, the agreement references the retire/rehire program whereby retired law enforcement officers are eligible for rehire subject to MERS rules regarding rehire; and

WHEREAS, the agreement increases the clothing allowance from \$800 to \$1,500 in the first year following promotion to detective rank and then \$1,000 per year thereafter, payable annually in December; and

WHEREAS, the agreement increases the equipment allowance from \$250 to \$1,500 per year, payable annually in November rather than in April; and

WHEREAS, the agreement provides double-time pay for overtime hours worked on holidays; and

WHEREAS, the agreement eliminates the limit on sick leave use for a family member, updates sick leave provisions to comply with the Michigan Earned Sick Leave Act, and provides for 100% payout of accrued sick leave in the event of a line of duty death; and

WHEREAS, the agreement eliminates the prohibition on vacation leave use until after six months of employment, and updates Bereavement (Funeral) Leave provisions to be consistent with that of other Ingham County collective bargaining agreements; and

WHEREAS, the agreement updates Health, Dental and Vision Insurance provisions to be consistent with the recommendations of the Ingham County Health Care Committee; and

WHEREAS, the agreement amends the Workers' Compensation provisions to permit use of accumulated paid leave time to supplement workers' compensation benefits to 100% of regular pay, and provides for employer paid health insurance in non-disputed cases for up to one year; and

WHEREAS, the agreement increases the month amount of practice ammunition provided to fifty from thirty rounds; and

WHEREAS, the agreement includes clean-up of language as a housekeeping matter.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners hereby approves the 2025 - 2027 collective bargaining agreement between Ingham County and the CCLP Law Enforcement Unit and authorizes the Board Chairperson to sign the agreement upon approval as to form by the County Attorney.

BE IT FURTHER RESOLVED, that the Human Resources Director is authorized to modify the current collective bargaining agreement to include the modifications of the 2025 – 2027 collective bargaining agreement, subject to approval as to form by the County Attorney.

COUNTY SERVICES: Yeas: Peña, Celentino, Grebner, Sebolt, Pawar, Ruest, Schafer

Nays: None

Absent: None

Approved 12/03/24

FINANCE: Yeas: Grebner, Morgan, Tennis, Sebolt, Polsdofer, Lawrence, Johnson, Maiville

Nays: None

Absent: None

Approved 12/04/24