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SUPERVISORY OFFICERS UNIT

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

COUNTY OF INGHAM

**SCOTT A. WRIGGELSWORTH,
SHERIFF OF INGHAM COUNTY**

AND

**CAPITOL CITY LABOR PROGRAM, INC.
Ingham County Division**

December 27, 2024 – December 31, 2027

TABLE OF CONTENTS

<u>Article</u>	<u>Page</u>
PREFACE	1
AGREEMENT	2
ARTICLE 1 RECOGNITION OF THE UNION	2
Section 1 Definition of the Bargaining Unit.....	2
ARTICLE 2 UNION CHECK-OFF.....	2
Section 1	2
Section 2 Dues Checkoff.....	2
Section 3 Indemnity Provision	3
ARTICLE 3 UNION AND COUNTY BARGAINING COMMITTEE	3
Section 1	3
Section 2	3
Section 3.....	3
Section 4.....	4
ARTICLE 4 SPECIAL MEETINGS	4
Section 1	4
Section 2	4
ARTICLE 5 CORRECTIVE ACTION AND DISCIPLINE.....	4
Section 1	4
Section 2 Just Cause	5
Section 3 Internal Investigations	5
Section 4 Notice	5
Section 5 Right to Representation.....	5
Section 6 Pre-Interview Disclosure	5
Section 7 Disposition.....	6
Section 8 Prior Discipline	6
Section 9 Body Worn Cameras	6
Section 10 Release of Confidential Information	6
Section 11 Use of Force.....	7
ARTICLE 6 CONTRACT GRIEVANCE PROCEDURE	7
Section 1	7
Section 2	7
Section 3.....	8
Section 4	8

	Section 5	9
	Section 6	9
	Section 7	9
ARTICLE 7	GRIEVANCE PROCEDURE FOR THE INTERNAL OPERATIONS OF THE SHERIFF'S OFFICE	9
	Section 1	9
	Section 2	9
	Section 3	10
	Section 4	10
	Section 5 Election of Remedies	10
ARTICLE 8	LOSS OF SENIORITY	10
ARTICLE 9	LAYOFF AND RECALL	11
	Section 1	11
	Section 2	11
	Section 3	12
	Section 4	12
	Section 5	12
	Section 6	12
	Section 7	13
ARTICLE 10	PROMOTIONAL PROCEDURES	13
	Section 1 Promotional Process For Lieutenant	13
	Section 2 Promotional Process For Captain	15
	Section 3 Career Ladder	15
ARTICLE 11	MANAGEMENT RIGHTS	16
	Section 1	16
	Section 2	16
	Section 3	16
	Section 4	16
	Section 5	16
ARTICLE 12	MANAGEMENT SECURITY	16
ARTICLE 13	PAST PRACTICES	17
ARTICLE 14	PROBATIONARY PERIOD	17
	Section 1	17
	Section 2	17
	Section 3	17
	Section 4	17

	Section 5.....	17
ARTICLE 15	HEALTH AND PHYSICAL SCREENING	18
	Section 1.....	18
	Section 2.....	18
	Section 3 Restricted Duty.....	18
	Section 4.....	19
	Section 5.....	19
ARTICLE 16	MEDICAL DISPUTE.....	19
	Section 1.....	19
	Section 2.....	20
	Section 3.....	20
ARTICLE 17	PASS DAYS.....	20
	Section 1.....	20
	Section 2.....	20
	Section 3.....	20
	Section 4.....	20
	Section 5.....	20
	Section 6.....	21
	Section 7.....	21
	Section 8.....	21
	Section 9.....	21
ARTICLE 18	SHIFT PREFERENCE	21
	Section 1 Shift Preference.....	21
	Section 2 Shift Preference for Contracted Police Services	22
	Section 3 Shift Preference in Delhi Township	22
	Section 4 Notice of Assignment Change.....	22
ARTICLE 19	PASS DAY SELECTION.....	23
	Section 1 Pass Day Selection	23
	Section 2 Scheduling	23
	Section 3 Shift and Day Trades.....	23
ARTICLE 20	WAGES.....	24
	Section 1.....	24
	Section 2 Payroll	24
	Section 3.....	24
	Section 4.....	24
	Section 5.....	25
	Section 6 Overpayments.....	25
	Section 7 Shift Premium.....	25

	Section 8 Education Bonus	25
	Section 9 Inclement Weather Compensation	26
ARTICLE 21	HOURS AND RATES OF PAY.....	26
	Section 1	26
	Section 2.....	26
	Section 3 Shifts	26
	Section 4 Overtime.....	27
	Section 5.....	28
	Section 6.....	28
	Section 7.....	28
	Section 8.....	29
	Section 9.....	29
	Section 10 Temporary Assignments	29
	Section 11 Canine Handlers.....	30
ARTICLE 22	SERVICE ECONOMICS	30
	Section 1	30
	Section 2.....	30
	Section 3.....	30
ARTICLE 23	CAPTAIN'S VEHICLE MAINTENANCE ALLOWANCE.....	30
	Section 1	30
ARTICLE 24	PARKING AND TRAVEL ALLOWANCE	30
	Section 1 Parking Allowance.....	30
	Section 2 Mileage Allowance	31
ARTICLE 25	UNIFORMS, CLOTHING AND EQUIPMENT.....	31
	Section 1 Uniforms, Boots and Shoes.....	31
	Section 2 Clothing	32
	Section 3 Uniform Maintenance	32
	Section 4.....	32
	Section 5 Damage Allowance	32
	Section 6 Equipment Allowance.....	32
ARTICLE 26	ISSUED WEAPONS	33
	Section 1	33
	Section 2.....	33
	Section 3.....	33
	Section 4.....	33
	Section 5.....	33
ARTICLE 27	RETIREMENT.....	33

	Section 1	33
	Section 2	33
	Section 3	33
	Section 4	34
	Section 5	34
	Section 6	34
	Section 7 Retiree Health Plan	35
	Section 8 Option to Purchase Weapon	37
ARTICLE 28	VACATIONS	37
	Section 1	37
	Section 2	37
	Section 3	38
	Section 4	38
	Section 5	38
	Section 6	38
	Section 7	39
	Section 8	39
	Section 9	39
ARTICLE 29	HOLIDAYS	40
	Section 1	41
	Section 2	41
	Section 3	41
	Section 4	41
	Section 5	41
	Section 6	41
	Section 7	41
	Section 8 Overtime Worked on Holidays	42
ARTICLE 30	PERSONAL LEAVE	42
	Section 1	42
	Section 2	42
	Section 3	42
	Section 4	42
	Section 5	42
	Section 6	42
	Section 7 Purpose	42
ARTICLE 31	SICK LEAVE	42
	Section 1	42
	Section 2 Maximum Accrual	43
	Section 3 Use of Sick Leave	43
	Section 4	44

	Section 5	44
	Section 6	45
	Section 7 Annual Cash-Out Option	45
	Section 8	45
	Section 9 Sick Time Donation	45
	Section 10 Annual Cash Out Option	47
ARTICLE 32	LEAVES OF ABSENCE	47
	Section 1 General Provisions	47
	Section 2 Bereavement (Funeral) Leave.....	48
	Section 3 Military Leave	48
	Section 4 Military Reserve Leave of Absence	49
	Section 5 Special Leave.....	49
	Section 6 Leaves for Conferences or Conventions	50
	Section 7 Extended Leave	50
	Section 8 Family and Medical Leave Act	51
ARTICLE 33	HEALTH, DENTAL AND VISION INSURANCE	51
	Section 1 Health Insurance Program.	51
	Section 2	52
	Section 3 Other Qualified Adult Insurance	52
	Section 4 Health Care Coalition	52
	Section 5 Dual Coverage	53
	Section 6	53
	Section 7	53
	Section 8 I.R.S. Section 125	53
	Section 9 Vision Insurance.....	54
	Section 10 Dental Insurance	54
ARTICLE 34	LIFE INSURANCE.....	54
	Section 1	54
	Section 2	54
ARTICLE 35	WORKERS' COMPENSATION	54
	Section 1 Workers' Compensation	54
	Section 2 Use of Accumulated Sick Leave When on Workers' Compensation	54
	Section 3	55
	Section 4	55
ARTICLE 36	LIABILITY INSURANCE.....	55
	Section 1 Liability Insurance.....	55
ARTICLE 37	EMPLOYMENT INSURANCE	55

	Section 1 Unemployment Insurance	55
ARTICLE 38	DISABILITY INSURANCE.....	55
	Section 1	55
	Section 2	56
	Section 3	56
ARTICLE 39	I R S SECTION 125	56
	Section 1	56
ARTICLE 40	AUTOMOBILE SAFETY.....	57
	Section 1	57
ARTICLE 41	EMPLOYEE DEVELOPMENT	57
	Section 1	57
	Section 2 Standards & Licensing	57
ARTICLE 42	PERSONNEL RECORDS	57
	Section 1	57
	Section 2	57
	Section 3	57
	Section 4	58
	Section 5 MCOLES Disclosure	58
ARTICLE 43	DRUG & ALCOHOL TESTING PROTOCOL.....	58
	Section 1	58
	Section 2	59
	Section 3	59
	Section 4	59
	Section 5	59
	Section 6	59
	Section 7	59
	Section 8 Drug Testing.....	59
	Section 9	60
	Section 10	60
	Section 11	60
	Section 12	61
	Section 13	61
	Drug-Fee Work Place Policy Statement.....	61
	Section 14	62
	Section 15 Reasonable Suspicion Testing.....	62
ARTICLE 46	DURATION	63

APPENDIXES

APPENDIX A Cost of Living Allowance 64

ALPHABETICAL INDEX

Article Title	Page
AGREEMENT	2
ARTICLE 40 AUTOMOBILE SAFETY.....	57
Section 1	57
ARTICLE 23 CAPTAIN'S VEHICLE MAINTENANCE ALLOWANCE.....	30
Section 1	30
ARTICLE 6 CONTRACT GRIEVANCE PROCEDURE	7
Section 1	7
Section 2	7
Section 3	8
Section 4	8
Section 5	9
Section 6	9
Section 7	9
ARTICLE 5 CORRECTIVE ACTION AND DISCIPLINE.....	4
Section 1	4
Section 2 Just Cause	5
Section 3 Internal Investigations	5
Section 4 Notice	5
Section 5 Right to Representation.....	5
Section 6 Pre-Interview Disclosure	5
Section 7 Disposition.....	6
Section 8 Prior Discipline	6
Section 9 Body Worn Cameras	6
Section 10 Release of Confidential Information	6
Section 11 Use of Force.....	7
ARTICLE 38 DISABILITY INSURANCE.....	55
Section 1	55
Section 2	56
Section 3	56
ARTICLE 43 DRUG & ALCOHOL TESTING PROTOCOL.....	58
Section 1	58
Section 2	59
Section 3	59

	Section 4	59
	Section 5	59
	Section 6	59
	Section 7	59
	Section 8 Drug Testing.....	59
	Section 9	60
	Section 10	60
	Section 11	60
	Section 12	61
	Section 13	61
	Drug-Fee Work Place Policy Statement.....	61
	Section 14	62
	Section 15 Reasonable Suspicion Testing	62
ARTICLE 46	DURATION	63
ARTICLE 41	EMPLOYEE DEVELOPMENT	57
	Section 1	57
	Section 2 Standards & Licensing	57
ARTICLE 37	EMPLOYMENT INSURANCE	55
	Section 1 Unemployment Insurance	55
ARTICLE 7	GRIEVANCE PROCEDURE FOR THE INTERNAL OPERATIONS OF THE SHERIFF'S OFFICE	9
	Section 1	9
	Section 2	9
	Section 3	9
	Section 4	9
	Section 5 Election of Remedies	10
ARTICLE 15	HEALTH AND PHYSICAL SCREENING	18
	Section 1	18
	Section 2	18
	Section 3 Restricted Duty.....	18
	Section 4	19
	Section 5	19
ARTICLE 33	HEALTH, DENTAL AND VISION INSURANCE	51
	Section 1 Health Insurance Program.	51
	Section 2	52
	Section 3 Other Qualified Adult Insurance	52
	Section 4 Health Care Coalition	52
	Section 5 Dual Coverage	53

	Section 6	53
	Section 7	53
	Section 8 I.R.S. Section 125	53
	Section 9 Vision Insurance.....	54
	Section 10 Dental Insurance	54
ARTICLE 29	HOLIDAYS.....	40
	Section 1	41
	Section 2.....	41
	Section 3.....	41
	Section 4.....	41
	Section 5.....	41
	Section 6.....	41
	Section 7.....	41
	Section 8 Overtime Worked on Holidays.....	42
ARTICLE 21	HOURS AND RATES OF PAY.....	26
	Section 1	26
	Section 2.....	26
	Section 3 Shifts	26
	Section 4 Overtime.....	27
	Section 5.....	28
	Section 6.....	28
	Section 7.....	28
	Section 8.....	29
	Section 9.....	29
	Section 10 Temporary Assignments	29
	Section 11 Canine Handlers.....	30
ARTICLE 39	I R S SECTION 125	56
	Section 1	56
ARTICLE 26	ISSUED WEAPONS	33
	Section 1	33
	Section 2.....	33
	Section 3.....	33
	Section 4.....	33
	Section 5.....	33
ARTICLE 9	LAYOFF AND RECALL.....	11
	Section 1	11
	Section 2.....	11
	Section 3.....	12
	Section 4.....	12

	Section 5	12
	Section 6	12
	Section 7	13
ARTICLE 32	LEAVES OF ABSENCE	47
	Section 1 General Provisions	47
	Section 2 Bereavement (Funeral) Leave	48
	Section 3 Military Leave	48
	Section 4 Military Reserve Leave of Absence	49
	Section 5 Special Leave	49
	Section 6 Leaves for Conferences or Conventions	50
	Section 7 Extended Leave	50
	Section 8 Family and Medical Leave Act	51
ARTICLE 36	LIABILITY INSURANCE	55
	Section 1 Liability Insurance	55
ARTICLE 34	LIFE INSURANCE	54
	Section 1	54
	Section 2	54
ARTICLE 8	LOSS OF SENIORITY	10
ARTICLE 11	MANAGEMENT RIGHTS	16
	Section 1	16
	Section 2	16
	Section 3	16
	Section 4	16
	Section 5	16
ARTICLE 12	MANAGEMENT SECURITY	16
ARTICLE 16	MEDICAL DISPUTE	19
	Section 1	19
	Section 2	20
	Section 3	20
ARTICLE 24	PARKING AND TRAVEL ALLOWANCE	30
	Section 1 Parking Allowance	30
	Section 2 Mileage Allowance	31
ARTICLE 19	PASS DAY SELECTION	23
	Section 1 Pass Day Selection	23
	Section 2 Scheduling	23

	Section 3 Shift and Day Trades.....	23
ARTICLE 17	PASS DAYS.....	20
	Section 1.....	20
	Section 2.....	20
	Section 3.....	20
	Section 4.....	20
	Section 5.....	20
	Section 6.....	21
	Section 7.....	21
	Section 8.....	21
	Section 9.....	21
ARTICLE 13	PAST PRACTICES	17
ARTICLE 30	PERSONAL LEAVE	42
	Section 1	42
	Section 2.....	42
	Section 3.....	42
	Section 4.....	42
	Section 5.....	42
	Section 6.....	42
	Section 7 Purpose.....	42
ARTICLE 42	PERSONNEL RECORDS	57
	Section 1	57
	Section 2.....	57
	Section 3.....	57
	Section 4.....	58
	Section 5 MCOLES Disclosure	58
	PREFACE	1
ARTICLE 14	PROBATIONARY PERIOD.....	17
	Section 1	17
	Section 2.....	17
	Section 3.....	17
	Section 4.....	17
	Section 5.....	17
ARTICLE 10	PROMOTIONAL PROCEDURES	13
	Section 1 Promotional Process For Lieutenant.....	13
	Section 2 Promotional Process For Captain.....	15
	Section 3 Career Ladder	15

ARTICLE 1	RECOGNITION OF THE UNION	2
	Section 1 Definition of the Bargaining Unit	2
ARTICLE 27	RETIREMENT	33
	Section 1	33
	Section 2	33
	Section 3	33
	Section 4	34
	Section 5	34
	Section 6	34
	Section 7 Retiree Health Plan	35
	Section 8 Option to Purchase Weapon	37
ARTICLE 22	SERVICE ECONOMICS	30
	Section 1	30
	Section 2	30
	Section 3	30
ARTICLE 18	SHIFT PREFERENCE	21
	Section 1 Shift Preference	21
	Section 2 Shift Preference for Contracted Police Services	22
	Section 3 Shift Preference in Delhi Township	22
	Section 4 Notice of Assignment Change	22
ARTICLE 31	SICK LEAVE	42
	Section 1	42
	Section 2 Maximum Accrual	43
	Section 3 Use of Sick Leave	43
	Section 4	44
	Section 5	44
	Section 6	45
	Section 7 Annual Cash-Out Option	45
	Section 8	45
	Section 9 Sick Time Donation	45
	Section 10 Annual Cash Out Option	47
ARTICLE 4	SPECIAL MEETINGS	4
	Section 1	4
	Section 2	4
ARTICLE 25	UNIFORMS, CLOTHING AND EQUIPMENT	31
	Section 1 Uniforms, Boots and Shoes	31
	Section 2 Clothing	32

	Section 3 Uniform Maintenance	32
	Section 4	32
	Section 5 Damage Allowance	32
	Section 6 Equipment Allowance	32
ARTICLE 3	UNION AND COUNTY BARGAINING COMMITTEE	3
	Section 1	3
	Section 2	3
	Section 3	3
	Section 4	4
ARTICLE 2	UNION CHECK-OFF	2
	Section 1	2
	Section 2 Dues Checkoff	2
	Section 3 Indemnity Provision	3
ARTICLE 28	VACATIONS	37
	Section 1	37
	Section 2	37
	Section 3	38
	Section 4	38
	Section 5	38
	Section 6	38
	Section 7	39
	Section 8	39
	Section 9	39
ARTICLE 20	WAGES	24
	Section 1	24
	Section 2 Payroll	24
	Section 3	24
	Section 4	24
	Section 5	25
	Section 6 Overpayments	25
	Section 7 Shift Premium	25
	Section 8 Education Bonus	25
	Section 9 Inclement Weather Compensation	26
ARTICLE 35	WORKERS' COMPENSATION	54
	Section 1 Workers' Compensation	54
	Section 2 Use of Accumulated Sick Leave When on Workers' Compensation	54
	Section 3	55
	Section 4	55

APPENDIXES

APPENDIX A Cost of Living Allowance 64

PREFACE

The **COUNTY OF INGHAM** and the **SHERIFF OF INGHAM COUNTY** and the **CAPITOL CITY LABOR PROGRAM, INC. (CCLP)**, 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 27 day of December 2024, 2025, by and between the **COUNTY OF INGHAM**, hereinafter referred to as the "COUNTY", the **SHERIFF OF INGHAM COUNTY**, hereinafter referred to as the "SHERIFF", and the **CAPITOL CITY LABOR PROGRAM, INC. (CCLP)**, Ingham County Sheriff's Office, Supervisory Officers, 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 in connection therewith, and to set forth herein the basic agreement between the Parties concerning rates of pay, wages, hours of employment, and other conditions of employment as specified in this Agreement.

ARTICLE 1

RECOGNITION OF THE 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:

- A. Captain
- B. Lieutenant
- C. Sergeant

ARTICLE 2

UNION CHECK-OFF

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

Section 2. Dues Checkoff. The County agrees to deduct the monthly Unit dues or the representation fee from the pay of employees who have voluntarily executed payroll withholding forms 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 checkoff shall be made until such deficiency is corrected.

- B. The County shall only deduct obligations which are due at the time of check-off and will make check-off deductions only if the employee has enough pay due to cover such obligation, and will not be responsible to the employee if he/she has duplicated a check-off deduction by direct payment to the 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 and representation fee and any change in said amount. Any change in the amounts shall be provided to the County Human Resources Director at least thirty (30) days prior to the effective date.

Section 3. Indemnity Provision. The Union agrees to defend, indemnify, and save the County or Sheriff harmless against any and all claims, lawsuits or other forms of liability arising out of its deduction from an employee's pay of Union dues or representation fees, or reliance on any notice or authorization under this Article.

ARTICLE 3

UNION AND COUNTY BARGAINING COMMITTEE

Section 1. The Bargaining Committee of the Union will include no more than three (3) employees of the Ingham County Sheriff's Office, and in addition thereto, may include not more than one (1) non-employee representative and two (2) representatives from the Capitol City Labor Program, Inc. The Union will furnish the County Human Resources Director with a written list of the Union's Bargaining Committee prior to the first bargaining meeting and substitution changes thereto, if necessary.

Section 2. The Bargaining Committee of the County will not include more than four (4) authorized representatives of the County, and in addition thereto, may not include more than two (2) authorized representatives of the Sheriff's Office. Those members of the County Bargaining Committee who have been identified as "authorized representatives" shall be presumed to have the authority to negotiate on behalf of the County.

Section 3. Employee members of the Union Bargaining Committee will be paid for time spent in negotiations with the County in the event they are scheduled to work

during a bargaining meeting. Said time shall be only for straight time hours they would otherwise have worked on their regularly scheduled shift. An employee scheduled to work on the day of a regularly scheduled bargaining session may also be credited with one-half hour for travel to and one-half hour for travel from the place of bargaining as time worked during his/her tour of duty of that day, if said time is needed for travel.

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

ARTICLE 4

SPECIAL MEETINGS

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

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

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 and 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 6

CONTRACT GRIEVANCE PROCEDURE

Section 1. A grievance is defined as a reasonably and sensibly founded claim of a violation of any of the terms of this Agreement, except that discipline and discharge shall be pursuant to Article 5 and shall not be covered under this Article. Any grievance filed shall refer to the specific provision alleged to have been violated and it shall adequately set forth the facts pertaining to the alleged violation. Any claims not conforming to the provisions of this definition shall be automatically denied as not constituting a valid grievance.

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

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

- STEP 2:** (A) If the answer of the Sheriff, or the person acting in said capacity, is not satisfactory, the grievance may be referred to the Union president by the employee. The president shall submit said grievance to the Human Resources Director within ten (10) days after receipt of the answer of the Sheriff, or the person acting in said capacity, 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, or the person acting in said capacity, 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 decision is unsatisfactory to the employee, said grievance may be submitted for arbitration within fifteen (15) days after the Human Resources Director has answered said grievance, in accordance with the procedures and rules of the Federal Mediation and Conciliation Service or the Michigan Employment Relations Commission. The decision of the arbitrator shall be final. The fees and approved expenses of Step 4 shall be paid equally by the County and the employee.

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

Section 4. No person or body constituting one of the steps of the grievance procedure outlined above shall have the power to add to or subtract from, nor modify any of the terms of this Agreement, nor shall he/she substitute his/her discretion for that of the County, the Sheriff, or the 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 Union agrees to exclude from the arbitration procedure all disputes between the employees and the insurance carriers or the retirement system that do not arise out of unilateral changes in coverages or benefits during the contract period.

ARTICLE 7

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

Section 1. Discipline and discharge shall be for just cause, except during an initial probationary period. A grievance under the internal operations of the Sheriff's Office is defined as a claim reasonably and sensibly found to be a violation of the Sheriff's Office Rules and Regulations promulgated and issued by the Sheriff. Any grievance filed shall set forth the matters upon which the grievance is founded, including the name of the officer against whom the grievance is lodged and the date and time and circumstances under which the alleged acts took place.

Section 2.

- A. Any employee having a grievance in connection herewith shall present it in writing to the Sheriff within ten (10) days after the grievance is known or should have been known. A grievance shall not be considered submitted until received by the Sheriff or his representative.
- B. A meeting shall be arranged within ten (10) days from receipt to discuss the grievance between the employee and/or his/her representative, the Sheriff, and other necessary parties.
 - (1) In the event the Sheriff is out of town when a grievance arises, the foregoing time limitation shall not be applicable and the Sheriff shall have ten (10) days from the date of his return to call a grievance meeting.

- C. The Sheriff shall, within ten (10) days of said meeting, submit his written response to the grievant and the Union. Any time limits set forth herein may be waived by mutual consent of both parties.

Section 3. Effective upon execution of this Agreement, an appeal of the Sheriff's decision regarding discipline may only proceed to arbitration in conformity with Article 6.

Section 4. Saturdays, Sundays and holidays, as provided in this Agreement, shall not be counted in regard to time limitations and dates for submission of grievances, appeals, answers, etc.

Section 5. Election of Remedies. 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 8

LOSS OF SENIORITY

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

1. He/she resigns or quits.
2. He/she is discharged and is not reinstated.
3. He/she retires.

4. He/she has been on layoff for a period of time equal to his/her seniority or two (2) years, whichever is lesser.
5. He/she is absent from work, including failure to return to work at the expiration of a leave of absence, vacation, or disciplinary layoff, for three (3) consecutive working days without notifying the Sheriff, or the employee's immediate supervisor, except when the failure to notify and work is due to circumstances beyond the control of the employee, which must be satisfactorily verified by the employee. If the above failure to return occurs, then it shall be considered a voluntary quit by the employee.
6. He/she is permanently disabled and unable to perform his/her job for any reason whatsoever, and includes acceptance of a worker's compensation settlement which alleges in whole or in part inability to perform said employee's job on a permanent basis.
7. Those employees who are hired under the provisions of a State or Federal grant shall lose their seniority upon termination of the grant, only if so indicated in the provisions of the specific grant. If not so stated in the grant, then grant employees shall accrue normal seniority pursuant to this article, and said seniority shall be continued if the employee transfers to a regular County position during the grant period.
8. An employee originally hired into a regular County position and subsequently transferred to a grant funded position shall maintain his/her seniority from the original date of hire and shall be treated in all respects as a regular County employee for purposes of seniority.
9. He/she makes an intentionally false statement on his/her employment application, or on an application for leave of absence, or on any other employment record or form.
10. He/she is convicted or pleads guilty or no contest to a felony.

ARTICLE 9

LAYOFF AND RECALL

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

Section 2. If and when it becomes necessary to reduce the number of employees in the work force within this Union, as determined by the Employer, employees shall be laid off by position. Employees to be laid off shall be given thirty (30) days prior written notice. Laid off employees may then exercise the contractual bumping rights in Section 6 below.

Section 3. Employees who have been laid off and who, within five (5) days after notice by certified mail to the last known address, fail to respond as directed, or who decline recall, shall be presumed to have resigned and their names shall be removed from the seniority list.

Section 4. Seniority as it is used to determine layoff and recall shall be based upon continuous time in rank within the bargaining unit. If this criteria results in a tie, seniority for this purpose shall be defined as continuous time in the bargaining unit. If this results in a tie, seniority for this purpose shall be defined as continuous time in the Sheriff's Office.

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

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

- A. The laid off employee shall bump the person in his/her rank in a position that he/she is qualified for who has the least seniority in a position.
- B. If the laid off employee has insufficient seniority to bump in his/her rank, he/she shall then bump the person in the next lower rank within the unit for which he/she is qualified and has sufficient seniority to bump. If more than one employee to be bumped meets this criteria, the least senior employee will be bumped.
- C. Subject to and contingent upon the Law Enforcement Union's approval, employees in lieu of layoff may bump to a lower rank within the Law Enforcement Union, provided, however, that he/she has greater length of service in the Sheriff's Office than whomever he/she is replacing. Bumping out of the Unit shall be as provided in the Departmental Rules and Regulations or as agreed by the Law Enforcement Union. If no agreement is in effect between the Union and the Law Enforcement Unit, layoff shall be as provided in the Departmental Rules and Regulations.
- D. Employees may bump only to a position for which he/she is qualified as determined by the Sheriff, after having met with representatives from the bargaining unit.
- E. Seniority as it is used in bumping shall be defined as the continuous length of time in the bargaining unit in the rank of Sergeant or above.

- F. If an employee takes a lower ranking position (demotion) in lieu of layoff, he/she can return to his/her prior rank within two (2) years without taking a new test.

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

ARTICLE 10

PROMOTIONAL PROCEDURES

Section 1. Promotional Process For Lieutenant.

- A. This policy applies to all promotions to the rank of Lieutenant.
- B. Minimum requirements as of the date of application are as follows:
 - (1) All applicants must meet entrance level requirements and must currently hold the rank of Sergeant within the Ingham County Sheriff's Office.
 - (2) Prior to actually receiving a Lieutenant position, each otherwise qualified applicant must also meet any specific minimum qualifications for the particular position being filled, including any certifications and licenses required by the Sheriff's Office or by law, such as State Certification for Corrections and M.C.O.L.E.S. Certification for Law Enforcement and have successfully completed the promotional probation period.
- C. The following steps shall apply to the promotion process and become effective after the (2012) promotional roster expires:
 - (1) By November 15th of every other year, the Ingham County Personnel Department will post the date of the oral exam and will list the materials to be tested.
 - (2) The actual date of the oral examination will be scheduled between January 10th and February 10th of each year.
 - (3) An oral examination will be required for all eligible applicants. A minimum score of 70% correct must be achieved on the oral exam in order to continue with the promotional process.

- (4) The Oral Board will be selected by the Sheriff and consist of two members appointed from within the Sheriff's Office, and two members appointed from an outside agency. All members shall hold a position equal to or above the position being applied for, and have experience or expertise in the appropriate field being applied for.
- (5) Following the Oral Board process, a statistical ranking will be made on a 100 point scale for those candidates who completed the oral board. The ranking will reflect the following "Band":

70% - and above = Qualified Band

Points on the scale shall be rounded up or down to the nearest 1/10 decimal.

The final ranking sheet will be posted by March 1st and remain in effect for two years.

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

However, applicants must meet the specific position minimum qualifications for the specific Lieutenant position being filled prior to the date that the Sheriff's Office fills the vacancy to be considered eligible for consideration for that position.

Section 2. Promotional Process For Captain.

- A. This policy applies to all promotions to the rank of Captain.
- B. Vacancies will be posted at the Sheriff's Office for a minimum of seven (7) days.
- C. All interested persons must submit required information. Failure to do so shall automatically disqualify the person from consideration.
- D. Minimum requirements as of the date of application are as follows:
 - All applicants must meet entrance level requirements and
 - Must currently hold the rank of Lieutenant.
 - Each qualified applicant must also meet any specific minimum qualifications for the specific position being filled, including any certifications and licenses required by the Sheriff's Office or by law.

The candidates will be interviewed by the Sheriff or his/her designee for a personal interview.

- E. The Sheriff may then select a qualified candidate that has the minimum requirements and been interviewed.
 - (1) Notwithstanding anything to the contrary in this policy, no applicant will be considered "Qualified" nor shall they be eligible for a vacant Captain position unless they meet the specific minimum qualifications for the particular position being filled, including any certifications or licenses required by the Sheriff's Office or by law for the specific Captain position being filled.

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

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

ARTICLE 11

MANAGEMENT RIGHTS

Section 1. The parties recognize that the Sheriff has the sole and exclusive authority to manage and direct his work force, including but not limited to discipline and discharge, as defined in Article 5 of this Agreement, and to manage and operate departmental affairs.

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

Section 3. The Sheriff shall have the right to amend, supplement or add to his official departmental rules and regulations during the term of this Agreement. The Sheriff shall notify the Union of any such amendments, supplements or additions in advance of their effective date. If there are any conflicts between this contract and the departmental rules and regulations, the terms of this contract shall prevail.

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

Section 5. Nothing in this Agreement shall be construed to limit the Employer's ability to comply with state or federal civil rights requirements, including compliance with any accommodations requirements under the Michigan Handicapper's Act or the American with Disabilities Act; and/or any state or federal judicial or administrative order directing compliance with an applicable state or federal civil rights law or regulation.

ARTICLE 12

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 on County premises.

ARTICLE 13

PAST PRACTICES

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

ARTICLE 14

PROBATIONARY PERIOD

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

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

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

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

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

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

ARTICLE 15

HEALTH AND PHYSICAL SCREENING

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

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

Section 3. Restricted Duty. Employees requesting restricted duty assignments 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.

Section 4. Should an employee, covered by this Agreement, become physically or mentally handicapped to the extent that he/she cannot perform his/her regular job, the Employer will make a reasonable effort to refer, with explanation, the employee to another comparable vacant position within the bargaining unit, or if no such position is available, to another vacant County position that he/she is physically and mentally able to perform. This Article shall not be construed as a mandatory employment provision and shall not require the Employer to create any new position.

Section 5. The terms of this Article are not intended nor shall they be used to supersede the Employer's obligation to adhere to the requirements of the Michigan Handicapper's Civil Rights Act of 1980, or similar federal legislation.

ARTICLE 16

MEDICAL DISPUTE

Section 1. In the event of a dispute involving an employee's physical or mental ability to perform his/her job that does not involve a work related injury or condition, and in the event the County or the Sheriff are not satisfied with the determination of the treating healthcare provider, the County or the Sheriff may require a report from a healthcare provider of their choosing and at their expense.

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

Section 2. If the dispute still exists, at the request of the Union, the employee's healthcare provider and the County or the Sheriff's healthcare provider shall agree upon a third medical 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.

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

Section 3. Medical disputes concerning work related injuries shall be resolved pursuant to the law.

ARTICLE 17

PASS DAYS

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

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

Section 3. Employees covered hereby may change a leave day after the schedule has been posted if they receive permission from the Sheriff, or his designee.

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

Section 5. Pass days shall be assigned by the members immediate superior and must conform to the requirements in Article 12, Hours and Rates of Pay.

Section 6. The Platoon Lieutenants may schedule their own Pass Days, with the approval of the Sheriff or his designee.

Section 7. Members may change or trade pass days, after a schedule has been posted, with the approval of the Sheriff or his representative.

Section 8. Pass Days and Extra Pass time may be coupled with Vacation Leave provided such time off does not interfere with the normal operation of the Sheriff's Office.

Section 9. The Sheriff's Office shall maintain a record of each members work schedule and pass days. Said record shall be available at reasonable times for members to review.

ARTICLE 18

SHIFT PREFERENCE

Section 1. Shift Preference.

- A. Shifts will be bid on a quarterly basis. Three (3) twenty-eight (28) day schedules will equal one quarter.
- B. Shift assignments for the quarter shall be posted twenty-eight (28) days in advance of the start of said quarter and will be determined on the basis of seniority. If two or more supervisors have the same seniority based on their date of hire, a coin will be flipped by the Division Commander, in the presence of both supervisors, to determine who shall have the shift preference.
- C. Supervisors shall submit a bid to their Division Commander at least twenty-one (21) days prior to the twenty-eight (28) day posting of shift assignments for the quarter. Any supervisor who fails to submit a timely bid, shall forfeit their shift preference for that quarter and may be assigned any shift by the Division Commander. The supervisor shall also submit at this time for approval, any time off requests for the quarter that the supervisor has not previously submitted.
- D. Supervisors will bid for shifts among other supervisors in the same job assignment. Job assignments include, but are not limited to the following:
 - 1. Lieutenants assigned to Field Services Shifts.
 - 2. Lieutenants assigned to Corrections Unit Shifts.
 - 3. Sergeants assigned to Field Services Shifts.
 - 4. Sergeants assigned to Corrections Shifts.

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

Section 2. Shift Preference for Contracted Police Services.

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

Section 3. Shift Preference in Delhi Township.

- A. Sergeants assigned to Delhi Township shall be allowed to have shift preference determined as defined above.
- B. Seniority for the purpose of shift preference shall be determined as indicated in the Article dealing with shift preference.
- C. Sergeants assigned to Delhi Township shall bid for shift preference only among Sergeants assigned to Delhi Township.
- D. The position of Sergeant assigned to Delhi Township shall be listed as a specific job assignment for the purpose of shift preference selection.

Section 4. 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 19

PASS DAY SELECTION

Section 1. Pass Day Selection.

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

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

Section 2. Scheduling. All Command Staff will work at least one weekend with consecutive Saturday/Sunday per schedule matrix (28 day matrix) excluding:

Swing Lieutenant
Delhi Lieutenant
Contract Lieutenant

Section 3. Shift and Day Trades. Supervisors will be permitted to trade shifts or days with prior approval of Division Commander. Trading of shifts or days shall not be allowed under any circumstances where it will result in overtime compensation.

ARTICLE 20

WAGES

Section 1. Employees shall receive an annual wage according to the step scales in Sections 3 of this Article. The five (5) steps within the scales shall be defined as follows:

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

Section 2. **Payroll.** Payroll shall be issued on a bi-weekly basis (14 consecutive calendar work days) by direct deposit or by payroll debit card consistent with the requirements of MCL 408.476 (Michigan Wage and Fringe Benefit Act).

Section 3. Supervisors shall be paid in accordance with the following step scales:

Sergeant	2024	2% Public Safety	2025 - 3%	2026 - 3%	2027 - 4%
Step 4	\$85,014.33	\$86,714.62	\$89,316.06	\$91,995.54	\$95,675.36
Step 5	\$85,691.96	\$87,405.80	\$90,027.97	\$92,728.81	\$96,437.96
Lieutenant	2024	2% Public Safety	2025 - 3%	2026 - 3%	2027 - 4%
Step 4	\$89,450.74	\$91,239.75	\$93,976.95	\$96,796.26	\$100,668.11
Step 5	\$90,133.23	\$91,935.89	\$94,693.97	\$97,534.79	\$101,436.18
Captain	2024	2% Public Safety	2025 - 3%	2026 - 3%	2027 - 4%
Step 4	\$94,467.27	\$96,356.62	\$99,247.31	\$102,224.73	\$106,313.72
Step 5	\$97,456.74	\$99,405.87	\$102,388.05	\$105,459.69	\$109,678.08

Section 4. Any employee who is promoted into this bargaining unit or who is promoted within this bargaining unit shall be placed at a wage step within the new rank which will assure said employee of an annual wage increase of no less than 5% (five percent) per year over his/her previous wage.

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

Section 6. Overpayments. Any undisputed overpayment of compensation discovered no later than twenty-eight (28) days from the date of overpayment shall be repaid through payroll deduction. The Employer reserves the right to recoup any overpayments discovered after the twenty-eight (28) day period according to law. The Employer and employee shall attempt to negotiate a repayment schedule. If the parties are unable to agree on a repayment schedule, the Employer may deduct up to five percent (5%) of an employee's gross bi-weekly pay.

Section 7. Shift Premium. Employees assigned to the Corrections Division who work between 6:15 p.m. to 6:30 a.m. and employees assigned to the Field Services Division who work between 5:45 p.m. and 6:00 a.m. shall be paid a fifty-cent (\$.50) per hour shift premium for all hours worked between 6:15 p.m. and 6:30 a.m. or 5:45 p.m. and 6:00 a.m. depending on their assignment. Shift premium does not apply to any other benefit or overtime premium.

Section 8. Education Bonus. Employees shall receive a lump sum bonus following completion of their probationary period upon presentation of satisfactory proof of education achievement as follows:

- A. A one-time Two Hundred Dollar (\$200.00) bonus for completion of two (2) years of college (90 academic credits) in a law enforcement program;
- B. A one-time Five hundred Dollar (\$500.00) bonus for completion of a college 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.

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

their employment with the County in a position covered by this collective bargaining agreement.

Section 9. 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 of twenty-four and one-half (24 1/2) hours per calendar year of paid administrative leave.

ARTICLE 21

HOURS AND RATES OF PAY

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

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

Section 3. Shifts.

- A. It is agreed between the parties that the Sheriff has the right to assign an eight (8), nine (9), ten (10) or twelve (12) hour shift for persons working as Corrections Supervisors.
- B. It is understood and agreed that the Sheriff has the right to assign eight (8), nine (9), ten (10) or twelve (12) hour shifts to persons assigned to Road Patrol duties.

- C. (1) It is agreed between the parties that the Sheriff is required to give a 90 day notice of a change from the shift durations of eight (8), nine (9), ten (10) or twelve (12) hours as provided above.
- (2) This notice requirement shall not apply to emergencies or to assignments, transfers or reassignments of individual employees.
- (3) All other provisions of the Agreement addressing or referring to shifts would also be modified to the extent necessary to accomplish the implementation of the 12-hour shift referenced herein.
- D. Any reference to "days" in benefit provisions of the contract shall mean eight (8) hours (expressly including Article 33, Sick Leave, Section 7), except funeral leave and leaves for conferences and conventions.
- E. It is expressly understood and agreed to between the parties that the Sheriff and/or his designee shall have the authority to determine how many employees shall be working at any particular time notwithstanding any contrary provisions contained herein.
- F. Upon mutual agreement, the parties may discuss applying twelve (12) hour shifts to other bargaining unit employees during the contract term.

Section 4. Overtime.

- A. Supervisors who are required to work greater than eighty (80) hours within a fourteen (14) consecutive calendar day period are eligible to receive additional compensation for such hours worked.
 - (1) It is expressly understood and agreed to between the parties that employees cannot refuse overtime.
- B. The employee shall have the option of receiving a monetary payment at one and one-half times their hourly rate or receiving paid time off equal to one and one-half times the hours worked in lieu of such monetary payment with approval by the Sheriff.
 - (1) Compensatory Time. In lieu of overtime payment compensatory time may be accumulated to a maximum of ninety-six (96) hours. No overtime work for which the Employer is reimbursed (i.e., grants, contracts, etc.) may be taken as compensatory time. The employee may elect to take the eligible, accumulated compensatory time in any of the following ways: the compensatory time may be taken when mutually agreed between the employee and the Sheriff and his/her designee, may be cashed in for payment, or may be transferred to the employee's deferred

compensation account up to the maximum provided in the Deferred Compensation Plan.

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

Section 5.

- A. Work beyond a Supervisor's regular shift shall be authorized by the Supervisor's immediate superior at the time he/she is instructed to perform any assignment that extends beyond the end of that duty day, and shall be on a form furnished by the Sheriff and signed by the Supervisor's immediate supervisor.
- B. All overtime hours worked must have approval by the Sheriff or his designee.

Section 6.

- A. When an off-duty Sergeant, Lieutenant, or Captain is required to spend time in court, or at a License Appeal Board, Liquor Control Board Hearing or any other required hearings as approved by the Sheriff, arising out of his/her employment and which does not involve the officer on a personal matter, he/she shall receive the witness fee, if one is payable, plus the difference between such witness fee and pay at time and one-half for the time actually spent on the assignment, with a minimum of two (2) hours of pay at time and one-half.
 - (1) 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. Mileage that may be paid by the court will be considered separate payment and will not be included in the above pay.
- C. 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 7.

- A. Provisions of this Article regarding overtime shall not apply when a Supervisor makes an out-of-state trip to pick up or deliver a prisoner.

- B. Such assignments will be made to volunteers at the sole discretion of the Sheriff, and a Supervisor on such a trip will be eligible for straight time pay on his/her regular shift basis.

Section 8. Employees called back to work shall be compensated pursuant to Section 3, C, herein. Employees placed on an on call status shall be considered to have been called back for a minimum of two (2) hours, which shall include any time spent by the employee to pick up necessary equipment from the Sheriff's Office that he/she is required to have while on an on call status. An employee called back from an on call status shall be compensated pursuant to Section 3, herein for time in excess of the two (2) hours minimum.

Section 9. 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 10. Temporary Assignments.

- A. Non-bargaining unit employees who are assigned to replace an employee on a leave of absence or on workers' compensation shall be considered temporarily assigned employees and shall not attain seniority in the unit and shall not be covered by the terms of this contract.
- B. When an employee in the bargaining unit is qualified for and is temporarily assigned by the Sheriff in writing to perform the majority of the duties and responsibilities in a position of a higher class or rank within the bargaining unit for at least one full pay period, such employee shall receive an increase of a minimum of five percent (5%) to a maximum of ten percent (10%) more than his/her current annual wage, except in the event that step one of the new class is ten percent (10%) above the current annual wage said employee shall be placed in step one of the new class.
- C. Temporarily assigned employees may remain in the temporary assignment for the duration of the regular employee's absence, not to exceed two (2) years. If a temporarily assigned employee is eventually hired into the position they were temporarily filling, the normal hiring procedures will be followed to determine the regular compensation rate and seniority shall commence effective the date of hire into the regular position.
- D. Temporary assignments to the position of Lieutenant shall be made from those employees currently in this bargaining unit holding the position of Sergeant. Temporary assignments to the position of Captain, shall be made from those employees currently in this bargaining unit holding the position of Lieutenant.

- E. (1) Employees not granted a request for a temporary assignment will be given a verbal reason by Management for not receiving the assignment, with a Union representative present.
- (2) The assignment decision will not, in any case, be subject to the grievance procedure.

Section 11. 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 will receive seven (7) hours of straight time per pay period at their regular rate of pay as compensation for care of their dog while it is assigned to and living with the handler.

ARTICLE 22

SERVICE ECONOMICS

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

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

Section 3. Service as referred to in this Agreement is exclusive of and distinguishable from service or seniority used for lay-off and recall purposes, as referred to and defined in Article 9.

ARTICLE 23

CAPTAIN'S VEHICLE MAINTENANCE ALLOWANCE

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

ARTICLE 24

PARKING AND TRAVEL ALLOWANCE

Section 1. Parking Allowance. Whenever it is necessary in the course of employment for an employee to have available his motor vehicle during the hours of employment, the department head shall request the County Services Committee's

approval of parking reimbursement to be made on a monthly basis for said employee. Employees who are not required to drive their vehicle in the course of their employment, will be reimbursed up to a maximum of twenty dollars (\$20.00) per month payable on a quarterly basis, provided the employee furnished satisfactory proof of payment.

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

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

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

- A. All employees required to drive their own motor vehicle in the course of their employment with the County shall be paid pursuant to County policy. Mileage accumulations shall be figured on a monthly basis.
- B. Mileage shall always be figured on the basis of the shortest distance between the point of departure and the destination.
- C. There shall be a short explanation given on all claims made to the Board of Commissioners for reimbursement of expenses for all trips.
- D. The place of employment shall be the Ingham County Jail in Mason, but no employee shall be paid mileage for going to and/or returning from work.

ARTICLE 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. Clothing. Any Supervisor required to wear civilian clothing as a part of his/her duties shall receive a clothing allowance of one thousand five hundred dollars (\$1,500.00) annually, payable in the first full pay period of December. Effective January 1, 1997, captains and the staff services/administrative lieutenant shall be covered by this provision.

Section 3. Uniform Maintenance. A dry cleaning and laundering allowance shall be paid by the County, in the sum of 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, 2018, 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

ISSUED WEAPONS

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

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

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

Section 4. All employees covered by this Agreement may, if requested, receive a monthly allowance of fifty (50) rounds of target ammunition, in addition to the ammunition required for annual qualifications to be timely utilized by the employee during approved range training session(s) with a certified firearms instructor.

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

ARTICLE 27

RETIREMENT

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

Section 2. Effective July 1, 1993 through December 31, 1994, employees will be covered with the Municipal Employees Retirement System's B-3 Retirement Plan and the 55F Waiver with fifteen (15) years of service and the 50F Waiver with twenty five (25) years of service, on a contributory basis as provided below. The County will pay one percent (1%) on behalf of the employees with the employees paying the balance of the 55F Waiver through payroll deduction.

Section 3. The Employees' contribution to retirement currently deducted from their wages shall be reduced by 1% effective July 1, 1994 (this shall replace the terms of the Parties' November 19, 1991 Letter of Understanding, i.e., no Employer

contribution to the Employees' B-3 retirement plan for the period of July 1, 1993 through June 30, 1994 is to be made).

Section 4. Effective January 1, 1995:

- A. Employees shall be provided with twenty-five (25) years of service with no age requirement benefit. The employees shall pay for the full cost of this benefit through payroll deductions. This benefit shall be at no cost to the Employer except the Employer shall pay for the MERS administrative startup cost and annual administrative fee for this benefit, if any.
- B. Employees shall be provided with the MERS B-4 retirement Plan. The employees shall pay for the full cost of this Plan through payroll deductions. This benefit shall be at no cost to the Employer.
- C. Employees shall be provided with the MERS FAC-3 benefit. The employees shall pay for the cost of this benefit through payroll deductions. The benefit shall be at no cost to the Employer.

Section 5. Effective October 1, 1997 (or the next earliest first of a quarter), the employees shall be provided with a retirement benefit upgrade of a 3.2% multiplier (retaining the FAC-3 and all prior age waivers F50/25, F55/15, 25 years of service with no age requirement). The employees shall pay 9.16% for the 3.2 multiplier through payroll deduction. All start up and/or administrative costs, if any, shall be paid by the Employer. Except for a one time startup fee of \$6,000 and an annual administrative fee of \$1,000, the Employer shall be free from any further costs of this improvement.

Section 6. Employees hired into Ingham County 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. The DB component shall include the 55/25 rider. 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.

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

Section 7. Retiree Health Plan.

A. Employees who retire during the period of this Agreement who have met the vesting requirements with Ingham County service only, and who are immediately eligible for retirement benefits shall be provided single subscriber health and hospitalization coverage.

(1) Non-Medicare eligible retirees shall receive the same health coverage options as active employees, if available, with a benchmark as set forth in Article 35, including the increase in the benchmark as set for in Article 35. Increases in premium costs which exceed the benchmark will be shared 50/50 by the Employer and the retiree on a monthly basis. Retirees can pay for their spouse's and dependent's coverage under the conditions established by the County.

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

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

The Employer's contribution for employees hired into Ingham County on or after January 1, 2013, shall be capped at the above percentage amount of contribution for single health care coverage.

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

(2) Medicare eligible retirees will be offered enrollment in a Medicare Supplemental Plan and must accept and pay for Part B Coverage. Medicare eligible retirees will have the choice of the following plans in 2009:

(a) PHP High and PHP Low Medicare Supplement Plans; or

(b) Humana Medicare Advantage Plan.

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.

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

- B. In the event a retiree wishes to cover his or her spouse and current dependents, he/she may do so by prepaying the County the difference between the applicable two-person or family rate and the appropriate benchmark amount.
- 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. Notwithstanding any contrary provision contained in this Article, starting January 1, 1992, the obligation of the Employer to pay for and provide retiree health insurance shall cease in the event that comparable health insurance is available to the retiree through another Employer or source, such as his/her spouse's Employer. Further, there shall be a requirement to coordinate with other available health insurances, Medicare, Medicaid, Federal insurance or any other health insurance which may be available in part or in total to the retired employee. All questions of eligibility shall be determined by the regulations and rules established by the carrier providing such coverage.
- E. Retirees losing medical coverage from another source shall notify the Financial Services Department in time so that retiree can be re-enrolled the first of the month following their loss of alternate coverage.
- F. 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 8. Option to Purchase Weapon. The County will sell to the retiree the weapon assigned by the Sheriff at market value or replacement cost, whichever is lower. This provision assumes the legality of such sale at the time of purchase.

ARTICLE 28

VACATIONS

Section 1.

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

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

Schedule Effective January 1, 2014 (in lieu of 1% wage decrease or 1% employee pension increase):

Consecutive Years of Service
With the County

Hours Earned Each Fully
Compensated Payroll Period
and Prorata Increments Thereof

First Year	2.4615 hours (64)
Second Year	2.7692 hours (72)
Third Year	3.0769 hours (80)
Four through Eight Years	4.0000 hours (104)
Ninth Year	4.3076 hours (112)
Ten through Fourteen Years	4.9230 hours (128)
Fifteen through Nineteen Years	5.5384 hours (144)
Twenty Years and Over of Uninterrupted Employment	6.1538 hours (160)

Schedule Effective December 31, 2017 (increase to annual accrual of 16 hours at each step):

Consecutive Years of Service
With the County

Hours Earned Each Fully
Compensated Payroll Period
and Prorata Increments Thereof

First Year	3.076 hours (80)
Second Year	3.384 hours (88)
Third Year	3.692 hours (96)
Four through Eight Years	4.615 hours (120)
Ninth Year	5.231 hours (136)
Ten through Fourteen Years	5.538 hours (144)
Fifteen through Nineteen Years	6.153 hours (160)
Twenty Years and Over of Uninterrupted Employment	6.679 hours (176)

Schedule effective on and after date of ratification March 12, 2019, (increase to annual accrual of 8 hours at step ten through fourteen years and at step fifteen through nineteen years):

Consecutive Years of Service
With the County

Hours Earned Each Fully
Compensated Payroll Period
and Prorata Increments Thereof

One Year	3.076 hours (80)
Two Years	3.384 hours (88)
Three Years	3.692 hours (96)
Four through Eight Years	4.615 hours (120)
Nine Years	5.231 hours (136)
Ten through Fourteen Years	5.846 hours (152)
Fifteen through Nineteen Years	6.492 hours (168)

Twenty Years and Over of
Uninterrupted Employment

6.769 hours (176)

Section 2.

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

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

Section 4.

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

Section 5.

- A. The Sheriff shall keep a record of vacation credit.
- B. Employees shall have access to records of their vacation eligibility and vacation days used.

Section 6.

- A. Vacation requests shall be approved by the employee's immediate superior and by the Sheriff.
- B. Requests shall be granted on the basis of seniority (Article 9, Section 4) if the request is made at least sixty (60) days in advance of the time requested.

- (1) Requests made on less than a thirty (30) day notice shall be granted on a "first come, first served" basis.
- C. The Sheriff reserves the right to deny vacation requests due to personnel shortages.

Section 7.

- A. In the event that an employee's vacation request is denied due to manpower shortages, and the employee is scheduled to continue working so that he/she would then accrue vacation time beyond the Three Hundred Sixty (360) hour maximum accumulation limit, and, further, provided that the employee's vacation request is submitted more than One Hundred Sixty (160) days prior to the date upon which the employee's vacation accumulations would exceed the Three Hundred Sixty (360) hour maximum accumulation point then, in such case, said employee shall be permitted to carry over the excess earned vacation hours, or, if mutually agreeable between the County and the employee, the employee may be paid monetary compensation at a time and one-half rate for the vacation time that would be lost due to the 360 hour accumulation limit.
- B. In the event that such a timely initial vacation request is denied, the employer shall have the right to schedule such an employee for vacation time during the sixty (60) day period immediately prior to the point at which the employee would accumulate in excess of Three Hundred Sixty (360) hours pursuant to this subsection, as such employee shall receive priority in vacation scheduling as to that vacation time in excess of Three Hundred Sixty (360) hours notwithstanding anything in Section 6 above to the contrary.

Section 8. In 2013, effective the first payroll period following ratification, all permanent employees will have a one-time twenty-four (24) hour deduction from his/her current vacation accumulation.

Section 9. 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 shall be no later than December 15th of that particular year.

ARTICLE 29

HOLIDAYS

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

New Year's Day
Martin Luther King Day
President's Day
Good Friday
Memorial Day
Juneteenth
Independence Day

Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Friday after Thanksgiving Day
Christmas Day

Section 1.

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

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

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

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

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

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

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

Section 8. 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 30

PERSONAL LEAVE

Section 1: On an annual basis each employee will annually be credited with forty-nine (49) hours of personal leave with pay. Such amount shall not be in addition to, but rather shall be coordinated with the annual personal leave credit received by the employee as a non-supervisory employee during the same calendar year.

Section 2: Personal leave may be taken in increments as prescribed by Sheriff's Office policy or with the approval of the Sheriff or his/her designee. The minimum permitted increment of use shall be no greater than one (1) hour.

Section 3: Personal leave shall be credited during the first full payroll period of each calendar year.

Section 4: Employees newly hired into the Sheriff's Office shall receive personal leave credited on a prorated basis.

Section 5: A request for use of personal leave will be granted or denied within five (5) working days. The request must be made at least 28 days in advance of the date of intended use with exception of the provision in Section 7.

Section 6: Personal leave must be used during each calendar year in which it is credited and any unused leave will not carry over to the next calendar year. Personal leave must be used by the end of the last full pay period of the calendar year.

Section 7: Purpose. Personal leave may be used for all purposes including illness of immediate family members residing in the employee's household. In such event the employee shall inform the immediate supervisor of such fact and the reasons before the first hour of the employee's work day.

ARTICLE 31

SICK LEAVE

Section 1.

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

(1) Each regular full-time employee promoted into a supervisory position after the execution of this Agreement shall earn sick leave credits at the rate of four (4.0) hours with pay for each completed bi-weekly payroll period of active employment

B. Effective upon the first pay period after ratification date of November 12, 2013, each regular full-time employee shall earn sick leave credits at the rate of 3.6923 hours for each completed bi-weekly 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 Accrual. Unused sick leave credits shall be cumulative to a maximum of 1,920 hours.

Section 3. Use of Sick Leave. 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.

B. Medical diagnosis, care, or treatment of the employee's or family member's mental or physical illness, injury, disease, or health condition(s);

C. Preventative medical, vision, or dental care for the employee or family member;

Consistent with the requirements of the Paid Medical Leave Act, PA 338 of 2018, MCL 408.961, *et seq*, 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
- D. due to a public health emergency;
- E. 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.

An employee taking sick leave shall inform his/her immediate supervisor of the fact and reason therefore within the first one-half (1/2) hour of the regular shift of said employee. Failure to do so may cause the denial of pay for the period of the absence, and/or discipline.

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

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

Section 6.

- A. Upon retirement or death of the employee hired into Ingham County before January 1, 2013, the employee shall be compensated for accumulated sick leave credits on the basis of one-half (1/2) of accumulated unused sick leave and paid at the employee's then current rate of pay not to exceed eight hundred (800) hours.
- B. Upon the retirement or death of an employee hired into Ingham County on or after January 1, 2013, the employee shall be compensated for accumulated sick leave credits on the basis of one-quarter (1/4) of accumulated unused sick leave and paid at the employee's then current rate of pay not to exceed four hundred (400) hours.
- C. In the event the death of an employee occurs in the line of duty, the County shall pay the employee's estate an amount equal to one hundred percent (100%) of the employee's unused accumulated sick leave regardless of date of hire or accumulation or buy out caps as established by this Agreement.

Section 7. Annual Cash-Out Option.

- A. An employee, who so elects in writing, shall be paid for one-half (1/2) of the balance of the sick leave credit earned but unused during the preceding twelve (12) month period, at the base rate of compensation in place at the end of the sick pay year, to a maximum of forty (40) hours.
 - (1) Effective 01/01/13 the maximum annual payout shall increase to 48 hours.
- B. The remainder of the employee's sick leave balance shall accumulate as set forth in Section 2 of this Article. When payment option is selected by an employee, said payment shall be no later than June 30 of that particular year.

Section 8. In the event an employee is promoted into this unit, the sick payout will be prorated. The proration will be calculated from the end of the previous sick payout year under the CCLP/LE contract (i.e., November) to the end of the sick payout year under the CCLP/Supv contract (i.e., May). The payout compensation formula will be the difference between twenty (20) and the number of sick leave hours utilized (excluding personal leave and funeral leave) during the period.

Section 9. 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 donated 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 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 sick leave credit earned, but unused during the previous twelve (12) month period, to a maximum of forty-eight (48) hours. The payment request shall be submitted on the designated form and payment shall be received no later than June 30th of that particular year.

ARTICLE 32

LEAVES OF ABSENCE

Section 1. General Provisions. An employee taking an approved leave of absence, for any reason, will be allowed to continue his/her group life and group health insurance coverage. In the case of sick leave or other compensated leave, the County will continue to pay the insurance premiums, but an employee on a leave of absence without pay shall be responsible for providing the monthly premiums if he/she desires to continue the coverage. The County group life insurance plan provided in Article 19 will terminate after sixty (60) days of absence. The County group Hospitalization-Medical Coverage insurance plans provided in Article 35 may be continued as required by Federal law at the employee's expense. The employee may, at his/her own expense, convert both insurances into individual policies at appropriate non-group premium rates. Upon returning to active County employment, employees will again be provided with the regular County insurance benefits.

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

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

Section 2. Bereavement (Funeral) Leave. 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 twelve (12) months and who is not a dependent, employee, or tenant.

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

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

Section 3. Military Leave. An employee in a permanent County position is allowed a leave of absence without pay for initial period of induction into military service (not to exceed four years). Voluntary extensions or continuations of the period of

military service by the employee shall serve to terminate the employment relationship with the County.

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

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

Section 4. Military Reserve Leave of Absence. Upon presentation of official orders requiring such training, a regular full-time County employee who is a member of an armed forces reserve unit may be granted a leave of absence for such time as is required to engage in an annual reserve training program. Upon presentation by the employee of appropriate compensation records identifying the dates of payments made for the training program, the County shall pay the difference between the compensation received for the reserve training and the compensation that would have been received had the employee worked as scheduled for up to ten working days annually. In the event that the annual reserve training program required for an employee exceeds the ten days specified above, the additional days shall be granted as a leave of absence without pay (or charged against the employee's accumulated vacation leave if requested by the employee.)

Section 5. Special Leave. The Sheriff may authorize an employee to be absent without pay for personal reasons for a period, or periods, not to exceed ten working days in any calendar year. In such instances, the Sheriff is responsible for notifying the Controller's Office to discontinue payment of salary to the employee during the absence. Upon prior approval of the Human Resources Director, the Sheriff may authorize special leaves of absence for any period or periods, not to exceed ninety days in any calendar year, for personal reasons. Under unusual circumstances, the County Services Committee may approve one ninety (90) day extension.

The following special leaves may also be authorized by the Sheriff subject to approval of the Human Resources Director, for any period or periods not to exceed ninety (90) days in any calendar year. The County Services Committee, upon

recommendation of the Sheriff, may grant leaves of absence with "or" without pay in excess of these limitations, for purposes that are deemed beneficial to the County:

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

Section 6. Leaves for Conferences or Conventions. The County will grant, upon approval of the Sheriff, leaves of absence with pay to Union members of the bargaining unit of the Capitol City Labor Program, Inc. for the following functions:

- A. One (1) person with pay for five (5) days every other calendar year to attend out-of-state Union sponsored trainings or conventions.
- B. Two (2) persons with pay for three (3) days to attend in-State Union sponsored trainings or conventions each calendar year.
- C. 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 Lodge affairs directly concerning Ingham County Unit employees of no more than 6 hours per week, per member. This time off shall be accumulative to no more than twenty-four (24) hours, per member, if such members are scheduled to work. Time taken off in accordance with this section shall be upon approval of the Sheriff.
- D. Union members who are duly elected officials in the CCLP shall be allowed reasonable time at and from their work stations during normal working hours when required to participate in special meetings without any loss of pay as provided in Article 4 herein.

Section 7. Extended Leave. Upon exhaustion of all sick leave accumulations, an employee disabled by illness, injury or pregnancy, substantiated by proper medical evidence, shall be granted by the Sheriff an unpaid leave of absence up to one (1) year.

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

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

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

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

ARTICLE 33

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 a benchmark. The County will pay the entire benchmark. These benchmarks may be adjusted annually as recommended by the Ingham Health Coalition and approved by the Ingham County Board of Commissioners, but shall be increased no less than two percent (2%). Any premium costs over the benchmark will be split 50/50 between the County and the employee.

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. Effective 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 34

LIFE INSURANCE

Section 1. Effective January 1, 1992, the County shall provide life insurance.

Section 2. Life insurance and accidental death and dismemberment benefits will follow the schedule below regarding active employees over age sixty-four (64):

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

ARTICLE 35

WORKERS' COMPENSATION

Section 1. 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 2. Use of Accumulated Sick Leave When On Worker's Compensation. Employees in the bargaining unit are permitted to use accumulated sick leave while on worker's compensation provided as follows:

- A. The maximum time an employee may use accumulated sick leave while on worker's compensation is twelve (12) weeks.

- (1) Employees shall be permitted to use their accumulated sick leave as a supplement to worker's compensation so that they will receive approximately 100% of their normal straight-time pay.
- (2) The 100% wages noted above shall be gross wages minus normal tax deductions and other deductions.

Section 3. Employees shall not accumulate sick leave or vacation time while off work on worker's compensation.

Section 4. 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

LIABILITY INSURANCE

Section 1. Liability Insurance. The Employer shall continue to provide Police Professional Liability Insurance comparable to what it currently has (in effect 5/3/90) contingent upon the insurance company not canceling or modifying same. In the event that the liability insurance is canceled, modified or otherwise discontinued for any reason by the insurance company, then under such circumstances, the parties shall enter into immediate negotiations to attempt to arrive at a mutually agreed upon solution. The Employer will attempt to obtain, under such circumstances, comparable coverage at comparable payment rates.

ARTICLE 37

EMPLOYMENT INSURANCE

Section 1. Unemployment Insurance. Unemployment benefits will be paid to all eligible employees of this bargaining unit, at the County's expense, pursuant to the laws of the State of Michigan.

ARTICLE 38

DISABILITY INSURANCE

Section 1. The Employer will provide a short-term disability plan as follows for regular, non-probationary, full-time employees:

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

Section 2. Seniority shall accrue while an employee is being paid disability payments, but all other benefits such as, but not limited to, health insurance, sick leave, life insurance, holidays, dental insurance, vacation accumulation, and longevity, shall cease. However, employees on disability may pay group rates for hospitalization/medical coverage for a maximum of one hundred four (104) weeks.

Section 3. "Disability" shall be defined through the County's disability carrier's contract.

ARTICLE 39

IRS SECTION 125

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

- (1) Medical hospitalization expenses
- (2) Dependent care programs
- (3) Employee payroll deductions for health care premiums

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

ARTICLE 40

AUTOMOBILE SAFETY

Section 1. If a bargaining unit employee feels any vehicle is unsafe, he/she should immediately inform his/her supervisor. If the supervisor feels the concern is justified and the vehicle to be unsafe, the supervisor shall cause the same to be removed from service. Said vehicle shall remain out of service until cleared as safe by the Sheriff's Office's mechanic. The Employer shall not require employees to use any vehicle that is not in safe operating condition. No employee will refuse to use any vehicle that is in safe operating condition. In the departmental mechanic's absence, decisions concerning the vehicle's serviceability shall be made by the Sheriff, Undersheriff or the Chief Deputy.

ARTICLE 41

EMPLOYEE DEVELOPMENT

Section 1. It is agreed that employees of this unit shall receive Educational Development benefits as provided in the County Educational Reimbursement Policy to the extent such policy is applicable.

Section 2. 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 42

PERSONNEL RECORDS

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

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

Section 3. Any requests made by a member of this Union, pursuant to Section 1 of this Article, shall be responded to within 48 hours of the request. Said 48 hour period shall apply only to normal business days of the Office. Any requests made by a

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

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

Section 5. MCOLES Disclosure. The Employer shall, as soon thereafter as practicable, provide an employee and the Union with a copy of any filing, statement, disclosure, or report concerning the Employee provided by the Employer to the Michigan Commission on Law Enforcement Standards ("MCOLES"). Where such a disclosure is made for the purposes of complying with PA 128 of 2017 as MCL 28.563, this obligation shall survive any employee's separation of employment.

ARTICLE 43

DRUG & ALCOHOL 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 44

DURATION

THIS AGREEMENT shall become effective on December 27, 2024, and shall continue in full force and effect until December 31, 2027, inclusive. However, no retroactive payment will be paid to any person not employed upon the date of ratification of this Agreement by both parties, except as to persons that have retired or are on disability.

The Parties agree to meet and negotiate over the terms of a new Agreement to take effect after the expiration of this Agreement at mutually convenient times and places upon the call of either party on or before one hundred and thirty-five (135) days before the expiration of this Agreement.

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

**CAPITOL CITY LABOR PROGRAM,
INC.**

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

Brad Richman, Date
Executive Director

Ryan Sebolt, Chair Date
Board of Commissioners

Jeremy Doerr, Date
Division President

Scott A. Wriggelsworth, Date
Sheriff

Thomas Agueros Date
Division Director

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

By: Gordon J. Love 6/23/2025

N:\Client\Ingham\Sheriff\Negs\CCLP (FOP) Supervisors\2025\Redraft\2024-2027 CBA Sups 6.23.25 Final.doc

APPENDIX A

[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.]

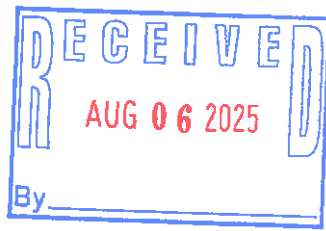
COST OF LIVING ALLOWANCE

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

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

The Two Hundred Seventy-Five Dollars (\$275.00), quarterly payment, Eleven Hundred Dollars (\$1,100.00) per year, is to be added to the employees' base wage beginning with the first pay period of 2006. It is acknowledged that employees have received their quarterly COLA payments for 2005 and, therefore, will not be added to retroactive wage payments for 2005.

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



**ADOPTED – DECEMBER 10, 2024
AGENDA ITEM NO. 13**

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 COMMAND UNIT**

RESOLUTION #24 –587

WHEREAS, a collective bargaining agreement (CBA) has been reached between representatives of Ingham County and the CCLP Command 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 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 adds a provision for three paid administrative leave days following a use of force incident along with a 72-hour period before the employee is required to make a statement; and

WHEREAS, the agreement adds an Elections of Remedies provision to the grievance procedure; and

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

WHEREAS, the agreement provides for clarification of inclement weather compensation; 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 increases Canine Handler pay to seven straight hours per pay period from 15 minutes of daily overtime per day worked; 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 increases the equipment allowance from \$250 to \$1,500 per year, payable annually in November; and

WHEREAS, the agreement increases the clothing allowance from \$800 to \$1,500 per year, payable annually in December; and

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

WHEREAS, the agreement provides an employee with a minimum of 200 accrued vacation hours may cash out up to 40 hours annually by December 15 of each year; 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 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, provides for employer paid health insurance in non-disputed cases for up to one year; and

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

WHEREAS, the agreement includes an MCOLES disclosure notice provision.

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 Command 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**