

AGREEMENT BETWEEN THE MIDLAND COUNTY SHERIFF,  
THE MIDLAND COUNTY BOARD OF COMMISSIONERS

and the

POLICE OFFICERS ASSOCIATION OF MICHIGAN  
on behalf of the MIDLAND SHERIFF EMPLOYEES ASSOCIATION (Unit I)

June 16, 2009 through December 31, 2012

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## **ARTICLE I** **AGREEMENT**

This Agreement, entered into this 16<sup>th</sup> day of June, 2009 between the Midland County Board of Commissioners (“County”), and the Midland County Sheriff (“Sheriff”), as joint employers, hereinafter collectively referred to as the “Employer,” and the Police Officers Association of Michigan on behalf of the Midland Sheriff’s Employees Association (Unit I), hereinafter referred to as the “Association.”

Wherever in this Agreement the term “men” or its related pronoun appears, either as a word or as a part of a word, it is meant in its generic sense and shall include both males and females.

## **ARTICLE II** **PURPOSE AND INTENT**

The general purpose of this Agreement is to set forth terms with respect to rates of pay, wages, hours of employment and other conditions of employment, and to promote orderly and peaceful labor relations for the mutual interest of the Employer, the Association, employees and the citizens of the County of Midland, Michigan.

## **ARTICLE III** **RECOGNITION**

A. Unit Description. Pursuant to and in accordance with Sections 26 and 27 of Act 176 of the Public Acts of 1939, as amended, or Sections 11 and 12 of the Public Acts of 1947, as amended, the County and the Sheriff hereby recognize the Police Officers Association of Michigan as the exclusive representative for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment for all regular full-time and part-time Court Security Deputies, Corrections Deputies, Corrections Shift Leaders, Animal Control Deputies, Animal Control Shift Leader, Records Clerk Typists, Account Clerks, Secretaries, Records Clerks, Records Clerk II, Kennel Maintenance Officers, and Kennel Maintenance employees employed by the Midland County Sheriff’s Office; but excluding the Sheriff, Undersheriff, Captains, Lieutenants, Jail Manager, Assistant Jail Manager, Sergeants, Citizens Assistance Responders, Detectives, Supervisors, Administrative Secretary, Marine Officers, College Co-ops, Law Enforcement Explorers, temporary employees, confidential employees, Reserve Deputies, and all other employees.

Unless these actions are authorized under state and federal law, the Employer agrees and shall cause its designated agents not to aid, promote or finance any other labor group or organization which purports to engage in collective bargaining or to make any agreement with any such group or organization for the purpose of undermining the Association or otherwise. The Employer further agrees to prohibit any collective bargaining with anyone other than the Association on behalf of members of this bargaining unit.

B. Definitions.

1. Full-Time Employee. A full-time employee is an employee whose employment is for a period of indefinite duration and who is regularly scheduled to work sixty-five (65) or more hours per bi-weekly pay period.

2. Part-Time Employee. A part-time employee is an employee whose employment is for a period of indefinite duration and who is regularly scheduled to work less than sixty-five (65) hours per bi-weekly pay period. Part-time employees shall not be entitled to any insurance or other fringe benefits under this Agreement, except for paid annual leave and paid holidays. Payments for annual leave and holidays shall be prorated. Such prorated amount shall be determined by multiplying the hours the part-time employee is regularly scheduled to work on a bi-weekly basis by 80.

**ARTICLE IV**  
**NONDISCRIMINATION**

The provisions of this Agreement shall be applied fairly and equally to all employees in the bargaining unit without favor or discrimination because of age, sex, marital status, race, color, creed, national origin, religious beliefs, handicap, political affiliation or Association membership.

The Employer agrees that there shall be no discrimination, interference, restraint or coercion by any of its agents or servants, on behalf of or against any employees because of membership in the Association.

No supervisor or representative of the Employer shall discriminate against any employee because he has formed, joined or chosen to be represented by the Association or because he has given testimony or taken part in any grievance procedure or other hearings, negotiations or conferences as part of the Association recognized under the terms of this Agreement.

**ARTICLE V**  
**ASSOCIATION MEMBERSHIP – AGENCY SHOP**

As a condition of employment, all employees in the bargaining unit shall within 30 days of the effective date of this Agreement or within thirty (30) days of their date of hire, whichever is later, become members of the Association, or, in the alternative, pay to the Association a monthly service fee in an amount equal to the cost of representation or an amount equal to dues uniformly required for membership, whichever is lesser.

An employee shall be deemed to be in compliance with this Article so long as he is not more than thirty (30) days in arrears in payment of dues or service fees.

An employee who has failed to comply with the above provisions shall be terminated provided the following pre-termination procedure has been adhered to:

- a. The Association shall notify the employee by certified mail explaining that he is delinquent in not tendering required membership dues or service fees, specifying the

current amount of the delinquency, the period of delinquency and warning the employee that unless delinquent membership dues or service fees are tendered within thirty (30) calendar days of such notice, he shall be reported to the County and Sheriff for dismissal.

b. If the employee fails to comply, the Association shall give a copy of the letter sent to the employee and the following written notice to the Sheriff and the County's Human Resources Director at the end of the 30 day period set forth in paragraph a. above:

“The Association certifies that (name of employee) has failed to tender either the Association membership dues or service fees required as a condition of employment under the Collective Bargaining Agreement and demands that, under the terms of said Agreement, his employment be terminated.”

A copy of such notice shall at the same time be sent by the Association to the employee via certified U.S. Mail.

c. Within ten (10) working days of receipt of such notice the Sheriff shall communicate the Association's request for termination to the employee and advise such employee that he must present proof of payment of all back membership dues or service fees owed the Association within ten (10) working days of mailing of said notice by the Sheriff (unless otherwise extended by the Association and the Sheriff) or he shall be deemed to have refused to make said payment and shall be terminated.

d. If the employee fails to present proof of payment as herein provided, the Sheriff, or his designee, shall terminate the employee.

The County agrees to deduct all Association membership dues, initiation fees and service fees from the wages of any employee who, on the standard form provided by the County, individually and voluntarily, gives the County written authorization to make said deductions. The written authorization for the deduction of Association initiation fees, dues and service fees shall remain in full force and effect until it is withdrawn, in writing, by the employee or until the employee's termination of employment, whichever is sooner.

While the Association shall have no right or interest whatsoever in any money authorized withheld until such money is actually paid over to them, the County agrees to turn over to the Association those monies deducted as herein provided as soon as possible after the first pay of each month. The County or any of its officers and employees shall not be liable for any delay in carrying out such deductions, and upon forwarding a check in payment of such deductions by mail to the Association's last known address, the County and its officers and employees shall be released from all liability to the employee and to the Association under such assignments.

All dues, initiation fees and service fees shall be authorized, levied, and certified in accordance with the constitution and by-laws of the Association. Each employee and the Association hereby authorizes the County to rely upon and to honor certifications by the Association regarding the amounts to be deducted.

Payroll deductions shall become effective at the time a properly executed authorization is given to the County and deductions shall be taken from the first pay of each month, commencing with the month following the month in which the authorization is submitted to the County.

Each remittance by the County to the Association shall be accompanied by a list setting forth the names of all new hires and separations from the bargaining unit, the names of all current employees for whom dues, initiation fees, and service fees have been deducted, the amount deducted and the names of any current employees who have withdrawn their payroll deduction authorizations during the previous month.

The Association agrees to indemnify, protect and save harmless the County and the Sheriff, from any and all claims, demands, costs, suits, judgments, or other forms of liability, including attorneys fees, incurred by reason of action taken or not taken by the County and/or the Sheriff for the purpose of complying with the provisions of this Article.

## **ARTICLE VI**

### **ASSOCIATION REPRESENTATION**

A. Association Bargaining Committee. The names of the Association's Bargaining Committee Members and Officers shall be furnished to the Sheriff and the County's Director of Human Resources.

The Association's Bargaining Committee shall be allowed time off with pay during regularly scheduled working hours for negotiations and/or conferences with the County and/or Sheriff, and the investigation and settling of grievances, without any requirement that said time be made up; provided, however, that such time off with pay shall not extend to more than three (3) Association Bargaining Committee members per session in the case of negotiations and conferences. One (1) Committee Member or, with the concurrence of the Sheriff, two (2) Committee Members, may participate in the investigation of current grievances.

The President of the Association or his representative may attend meetings of the County's Board of Commissioners while on duty, with the permission of the Sheriff.

B. Association Meetings. The Association may schedule and conduct membership meetings in the Sheriff's Office. Such meetings shall be limited to employees who are off duty, and shall not disrupt the work of on-duty employees or the efficient operation of the Sheriff's Office. On duty employees may attend meetings on County property with the permission of the Sheriff, or in his absence, the Sheriff's designee.

## **ARTICLE VII**

### **MANAGEMENT RIGHTS**

It is recognized that the County of Midland and the Midland County Sheriff respectively retain the powers, rights, authority and duties conferred upon them by the laws and the Constitution of the State of Michigan.

The management of the County and the Office of Sheriff, the control of the County's properties, and the right to manage their respective affairs efficiently and economically, is solely the responsibility of the County and the Sheriff.

All rights, functions, powers and authority which the County and the Sheriff have not specifically abridged, delegated or modified by this Agreement are recognized by the Association as being retained by the County and the Sheriff.

Except as otherwise limited by the terms of this Agreement, the County and the Sheriff shall possess, by way of illustration and not by way of limitation, the following management rights:

- The right to determine the number and location of facilities.
- The right to determine the work to be performed within the unit.
- The right to determine the amount of supervision to be provided.
- The right to determine all matters related to the selection, procurement, design, engineering and control of tools, equipment and material.
- The right to prescribe schedules of work..
- The right to determine the number of employees assigned to each job classification.
- The right to purchase services from others, excluding personnel brought in for the purpose of displacing regular full-time bargaining unit members.
- The right to relieve employees from duty.
- The right to enforce reasonable rules and regulations.
- The right to prescribe and assign duties.
- The right to discipline and discharge seniority employees for just cause.

## **ARTICLE VIII** **GRIEVANCE PROCEDURE**

A grievance is defined as a claim of violation of a specific article and/or section of this Agreement.

The following procedure is to be observed in the settlement of grievances:

Step 1: Any employee having a grievance shall discuss the matter with his immediate supervisor within fifteen (15) calendar days of the date he first becomes aware, or reasonably should have become aware, of its occurrence. If settlement is not reached within ten (10) calendar days of the meeting with the supervisor, within ten (10) calendar days of said meeting the grievance shall be

reduced to writing, signed by the aggrieved employee, and a copy given to the Sheriff or his authorized designee. The employee's immediate supervisor and the Sheriff (or the Sheriff's designee) shall meet with the aggrieved employee and the Steward within ten (10) calendar days of receipt of the written grievance to try to resolve the matter.

Step 2: If Step 1 does not effect settlement, within ten (10) calendar days of the meeting with the supervisor and the Sheriff (or the Sheriff's designee) the grievance shall be forwarded to the Employer's Director of Human Resources, with a copy to the Sheriff. The Sheriff and the Director of Human Resources shall meet with the aggrieved employee and the Steward within ten (10) calendar days of the Director's and Sheriff's receipt of the written grievance to try to resolve the matter.

Step 3: If Step 2 does not effect settlement, the Association shall have the right to submit the matter for decision of an impartial arbitrator, provided that the Association shall file a Demand for Arbitration with the American Arbitration Association no later than thirty (30) calendar days after receipt of the Step 2 answer, with a copy to the Sheriff and the Employer's Director of Human Resources. Selection of the arbitrator and the arbitration process shall be governed by the Voluntary Labor Arbitration Rules of the American Arbitration Association.

The fees and approved expenses of the arbitrator shall be borne equally by the Employer and the Association. Each party shall be responsible for compensating its own representatives and witnesses. The arbitrator's decision, when made in accordance with his jurisdiction and authority established by this Agreement, shall be final and binding upon the Sheriff, the County, the Association and the employee involved.

Any arbitrator selected or appointed under this paragraph shall have jurisdiction and authority to interpret and apply the provisions of this Agreement insofar as it shall be necessary to the determination of the grievance before him, but he shall have no jurisdiction or authority to add to, subtract from, alter, modify or amend in any way the provisions of this Agreement, nor shall he substitute his discretion for that of the County, the Sheriff, or the Association where such discretion has been retained by said parties, nor shall he exercise any responsibility or functions of the Employer or the Association. If the grievance concerns matters not within the arbitrator's jurisdiction, it shall be returned to the parties without decision.

Any grievance not initiated within the time limits herein provided shall be barred. If any grievance is not appealed within the time limits herein provided, the Employer's last answer to the grievance shall be considered final and shall not be subject to further appeal.

In all steps of the grievance procedure described above, either the Sheriff, the County's Director of Human Resources, and the Association, or their respective designees, shall have the

right to specify that the aggrieved employee or his or her supervisor be called in to discuss the details of the grievance in the presence of the proper representatives of the parties.

All time limits herein set forth may be extended by mutual agreement. Any such agreement shall be in writing and signed by both parties.

Grievance meetings shall be scheduled at times mutually agreeable to the employee's supervisor, the County's Director of Human Resources, the Sheriff, and the Association, or their respective designees.

The resolution of a grievance shall not add to, subtract from or modify the terms of the Agreement, unless done so in writing and approved by the Association, the County, and the Sheriff. Any agreement on a grievance reached between the Association, the County and the Sheriff shall be binding on the Association, the County, the Sheriff and the employee(s) involved.

#### **ARTICLE IX** **SPECIAL CONFERENCES**

The parties may meet in special conference for the purpose of considering matters of mutual interest during the term of this Agreement. Any matters discussed or any action taken pursuant to a special conference shall not change or alter any of the provisions of this Agreement, or the rights of the Sheriff, the County or the Association, except as they may otherwise expressly agree in writing.

#### **ARTICLE X** **NEW CLASSIFICATIONS**

If a new job classification is created by the Employer during the term of this Agreement, the Employer shall establish a temporary rate for that job classification and notify the Association in writing of the establishment of the new job classification and its temporary rate. Within ten (10) working days after such notification the Association may request, in writing, the opportunity to negotiate with the Employer on the rate of pay for the new classification. If the Association requests to negotiate and no agreement has been reached within twenty (20) work days of the first meeting between the Employer and the Association, the matter may be referred by the Association to Step 3 (arbitration) of the Grievance Procedure within thirty (30) work days of said first meeting between the Employer and the Association. If the grievance is referred to an Arbitrator, he or she shall use as the basis for his decision, the qualifications, and the degree of complexity, responsibility, effort and skill associated with the new job classification as compared to other job classifications in the Bargaining Unit.

If the Association does not request negotiations or appeal the matter to Step 3 (arbitration) within the time lines hereinabove provided, the temporary rate shall become the permanent rate of pay for the new job classification for the balance of the term of this Agreement.

**ARTICLE XI**  
**PROBATIONARY EMPLOYEES**

The Sheriff agrees that new employees hired into the unit shall be considered as probationary employees for the first twelve (12) months of their employment. The probationary period may be extended six (6) months with written consent of the Sheriff. Written notice of said extension must be given to the employee and to the Association before the twelve (12) months is up. A person who has completed twelve (12) months of continuous service and not been given a written extension shall be considered to have successfully completed the probationary period.

A probationary employee's job performance shall be periodically evaluated in writing by his supervisor. When a full-time employee successfully completes probation, he shall be entered on the seniority list of the department and shall rank for seniority from his last date of hire in the bargaining unit. There shall be no seniority among probationary and part-time employees.

The Association shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, wages, hours, and other conditions of employment as set forth in this Agreement. The decision to discipline, discharge, or layoff a probationary employee and the decision as to whether or not an employee successfully completes probation, shall vest exclusively in the Sheriff and/or the County and shall not be subject to review under the grievance and arbitration procedures of this Agreement.

**ARTICLE XII**  
**SENIORITY**

Seniority of full-time employees shall be on a bargaining unit-wide basis, in accordance with the employee's last date of hire as a full-time employee in the bargaining unit.

A full-time employee shall lose his seniority and his name shall be removed from the payroll for the following reasons:

- He quits, retires or is discharged and the discharge is not reversed in the grievance procedure.
- He is absent for three (3) consecutive working days without notifying his immediate supervisor or the Sheriff. (In proper cases, exception shall be made upon the employee producing convincing evidence of his inability to give such notice.) After such absence, the Sheriff will send written notification to the employee at his last known address informing him that because of his unexcused absence he has voluntarily quit and is no longer in the employment of the Sheriff and/or County.
- If he does not notify the Sheriff within three (3) working days after receipt of notification to return to work after layoff, as to the date when he will return, which must be within two (2) weeks after the delivery of such notice to his last known address.

- Failure to return from a leave of absence will be treated the same as (b) above.
- If he is laid off for a continuous period equivalent to his seniority or three (3) years, whichever is lesser.

The County's Human Resources Department shall prepare and maintain a bargaining unit seniority list which shall include the employee's name, job title, and last date of hire in the bargaining unit.

### **ARTICLE XIII** **REDUCTION IN FORCE**

The term "layoff" shall be defined as a reduction in the working force.

In the event of a layoff, probationary, part-time and temporary employees in the classification in which the layoff is to occur shall be laid off first, in any order, provided the remaining seniority employees are qualified and able to perform the available work as scheduled. Thereafter, seniority employees in the classification in which the layoff is to occur shall be laid off on the basis of seniority, least senior first, provided the remaining seniority employees are qualified and able to perform the available work as scheduled.

A seniority employee who is displaced from his own classification may exercise his seniority to displace the least senior employee in a classification at an equal pay rate or in a classification at the next lowest pay rate for which he is qualified and able to perform the work of the employee to be displaced.

A full-time employee of the Sheriff's Department who formerly held the position of Court Security Deputy, Corrections Deputy or Corrections Shift Leader and on or before the date of this Agreement transferred into a professional association representing employees of the Midland County Sheriff's Department, a full-time employee who transfers out of the bargaining unit into the Midland Patrol Deputies Association, the Midland County Command Officers Association, or to part-time status, and a part-time employee who transfers out of the bargaining unit into the Midland Patrol Deputies Association or the Midland County Command Officers Association, shall retain the seniority he earned through the date of such transfer. Subject to the provisions hereinafter provided, if such former employee is later laid off from either of such units or a part-time position, he may utilize the seniority previously earned to bump a less senior employee who (1) holds a position in a classification previously held by such former employee, or (2) is in a classification at a lower rate of pay than that previously held by such former employee. In either circumstance, the returning former employee must be qualified and able to perform the work of the employee he seeks to bump with an orientation period of ten (10) days or less.

Employees to be laid off for an indefinite period of time will receive at least seven (7) calendar days written notice of layoff. The Association shall receive a list from the County's Director of Human Resources of the employees being laid off on the same date the notices are issued to the employees.

When the work force is increased after a layoff, seniority employees will be recalled in order of seniority, most senior first, provided the employee to be recalled is qualified and able to perform the available work as scheduled. Notice of recall may be by telephone, confirmed by certified mail to the employee's last known address, with a copy to the Association. Employees will be granted up to ten (10) working days to return to work, upon request of the employee.

**ARTICLE XIV**  
**COMPENSATION**

A. Base Salaries. The base wages of employees covered herein shall be as set forth in Appendix A.

B. Temporary Upgrades. When an employee works in a higher rated classification for four (4) or more consecutive hours, he will receive the next step-up rate of pay in the higher rated classification for all hours worked.

C. Court Appearances. Employees required, whether by the County of Midland or any public agency, to appear before a court or agency on any matters related to their work for Midland County, shall be paid their wages for time necessarily spent for such court appearances after turning over to the County the witness fees received from the court.

D. Longevity Bonus Payments. A full-time employee who was hired and has been in the continuous employ of the Employer since on or before December 17, 1996, shall receive an annual longevity bonus payment (not to be added to base salary) on the first payroll following the annual anniversary of his date of hire, as follows:

Upon the completion of five (5) years full-time continuous service:	2% of annual base salary
Upon the completion of ten (10) years full-time continuous service:	3.5% of annual base salary
Upon the completion of fifteen (15) years full-time continuous service:	4.5% of annual base salary
Upon the completion of twenty (20) years full-time continuous service:	5.5% of annual base salary
Upon the completion of twenty-two (22) years full-time continuous service:	7% of annual base salary

“Annual Base Salary” shall mean the employee’s annual base salary in effect on the current anniversary of his hire date.

Employees hired after December 17, 1996 shall not be eligible for longevity payment.

E. Special Assignments. There shall be a premium of \$2.00 per hour for employees when assigned as the DARE Deputy, and as a Field Training Deputy (when assigned a trainee).

**ARTICLE XV**  
**HOURS OF WORK AND OVERTIME**

A. Hours of Work.

1. The standard work year for all full-time employees is 2,080 hours.
2. The standard hours of work for full-time office employees shall be 8:00 a.m. to 5:00 p.m., Monday through Friday, including a one (1) hour unpaid lunch period. The office must have sufficient personnel to officially operate from 8:00 a.m. to 5:00 p.m., Monday through Friday. Subject to approval of the Sheriff, office employees may have staggered shifts.
3. The standard hours of work for full-time Court Security Officers and Animal Control employees shall be 8:00 a.m. to 5:00 p.m., Monday through Friday, including a one-hour unpaid lunch period.
4. Notwithstanding the foregoing, the Sheriff may assign employees staggered shifts commencing not earlier than 7:00 a.m. nor later than 9:00 a.m.
5. Corrections Officers and Correctional Shift Leaders may be placed on regularly scheduled shifts of twelve (12) hours or less (e.g., ten (10) hours or eight (8) hours), subject to the following terms and conditions:
  - a. If there are fifteen (15) or less regularly scheduled shifts, all shall be twelve (12) hour shifts. If there are more than fifteen (15) regularly scheduled shifts, all shifts in excess of the first fifteen (15) (but in no event more than 60% of all regularly scheduled shifts), may be for periods of less than twelve (12) hours at the discretion of the Employer.
  - b. Full-time employees assigned twelve (12) hour shifts shall have four (4) days on and four (4) days off, with each employee receiving one (1) additional day off every six (6) weeks which shall be scheduled for either the first or last day of the employee's four (4) day work period.
  - c. The regular day shift for employees on twelve (12) hour shifts shall commence between the hours of 6:00 a.m. and 11:30 a.m., as may be established from time to time by the Sheriff, and shall terminate twelve (12) hours after commencement.
  - d. The regular night shift for employees on twelve (12) hour shifts shall commence between the hours of 3:30 p.m. and 11:30 p.m., as may be established from time to time by the Sheriff, and shall terminate twelve (12) hours after commencement.
  - e. Full-time employees shall be assigned non-rotating shifts. Initial shift selections were made on the basis of seniority. Notwithstanding the above, the parties

agree that the Sheriff shall retain the right to change any employee's shift assignment at any time.

f. All employees regularly assigned a twelve (12) hour work shift shall be allowed a paid forty-five (45) minute lunch period. Employees shall be subject to call and assignment during the lunch period.

B. Overtime.

1. The Association shall cooperate with the Sheriff and County in controlling and reducing overtime to a minimum.

2. The Sheriff agrees that he will not change work schedules or workdays to avoid the payment of overtime.

3. Overtime shall be distributed as equally as possible among employees in the classification where the overtime occurs. Overtime sheets shall be posted bi-weekly.

C. Supplemental Premium Payments.

1. The County agrees that time and one-half shall be paid for off-duty hours an employee is required to be in court. A minimum of three (3) hours pay or work at the employee's straight time hourly rate shall be guaranteed for each such appearance. The employee shall turn over to the County all witness and mileage fees received.

2. When an employee is required to return to work outside of his regularly scheduled hours, he shall receive a minimum of three (3) hours pay or work. This provision shall not apply to overtime when holding over an employee on a job or when an employee is called in early.

3. Any time an Animal Control employee is called in to duty between the hours of 5:00 p.m. and 11:00 p.m., he shall receive time and one-half for actual hours worked but not less than three (3) hours pay at his straight time rate. If the officer is called in between the hours of 11:00 p.m. and 6:00 a.m., or while he is on leave, he shall receive pay at time and one-half for actual hours worked but not less than the equivalent of four (4) hours pay at his straight time rate.

4. Animal Control employees shall clean the kennels and feed the animals on Saturday and Sunday on an alternating basis and in accordance with a schedule established by the Sheriff. Animal Control personnel who clean the kennels, and feed and water the animals on Saturday and Sunday, shall receive time and one-half at their regular straight time rate for all hours worked, but in no event less than four (4) hours work or pay.

D. Shift Premium. An employee who is regularly assigned a work shift, the majority of which falls between the hours of 6:30 p.m. to 6:30 a.m. shall be entitled to a night shift premium. Notwithstanding the foregoing, a night shift premium shall not be payable to any employees who are temporarily assigned to such shift for purposes of overtime, replacing other personnel or meeting other short-term (i.e., less than two (2) consecutive pay cycles) staffing needs in the

Sheriff's Office, nor shall it be payable to any employees who may be assigned a work shift that overlaps less than a majority of the above referenced hours.

The night shift premium for full-time employees shall be \$140/month. Part-time employees shall receive a night shift premium if they work at least two (2) consecutive pay cycles. The shift premium for the preceding month will be paid on the first regular payday each month.

E. Trading Time. The policy of allowing corrections deputies and correction shift leaders to trade days and shifts by mutual agreement shall be continued; provided, however, trading shall not cost the Employer overtime and must be paid back within the calendar year in which the trade is made.

## **ARTICLE XVI**

### **DISCIPLINE AND DISCHARGE**

A. No full-time employee with seniority nor any part-time employee who has completed probation shall be disciplined without just cause.

B. The following procedure shall be utilized in obtaining statements from employees in connection with complaints or charges which, if true, would constitute a violation of state or federal law, or a traffic violation involving the death or serious injury of a citizen:

1. The employee shall be advised that he has the right to counsel before the employee is interrogated or required to make any written or oral statement.

2. The employee shall be given a summary of the conduct of which he has been accused, including the name of the complainant, and the time, date and place of the alleged offense.

3. The employee shall be advised that he need not make any statement except upon written order of the Employer, the violation of which would constitute grounds for disciplinary action.

Nothing in the foregoing procedure shall limit the right of the Employer to use such statements for disciplinary purposes.

C. All disciplinary actions shall be provided to employees in writing. Employees shall acknowledge receipt of such notices in writing. Copies of all such notices and acknowledgments shall be maintained in employee personnel records.

D. An employee may request the presence of an Association representative when being questioned by the Employer concerning any matter he/she reasonably believes may result in discipline.

**ARTICLE XVII**  
**TEMPORARY TRANSFERS FROM THE SHERIFF'S OFFICE**

The Association recognizes the need from time to time for employees in the bargaining unit to be temporarily assigned to departments or agencies outside of the Sheriff's Office. It is agreed that the employee will continue to be a member of the bargaining unit and receive all benefits under the Agreement and continue to accumulate seniority during the absence from the Sheriff's Office.

Assignments outside the Sheriff's Office shall be with the employee's consent.

**ARTICLE XVIII**  
**WORK BY NON-BARGAINING UNIT EMPLOYEES**

The Employer may assign non-bargaining unit employees (e.g., command officers and deputies) to perform bargaining unit work in emergencies or other circumstances when the Employer deems it necessary to augment the regular workforce on a temporary basis. The Employer may also assign non-bargaining unit employees to fill in for absent corrections officers, provided the Employer has first offered such opportunities to off-duty corrections and court security officers.

**ARTICLE XIX**  
**TRANSPORTS FOR THE U.S. MARSHAL SERVICE**

The transport of prisoners for the U.S. Marshal Service shall ordinarily be voluntary and at rates established by the Employer. If an insufficient number of qualified bargaining unit employees volunteer for such assignment, the Employer may assign such work to non-bargaining unit employees or independent contractors of its choice.

If an employee is ordered to perform such assignment, compensation shall be at the appropriate rate for the employee's regular job classification.

**ARTICLE XX**  
**POSITION VACANCIES**

Regular bargaining unit position vacancies shall be posted for a period of seven (7) days. A seniority employee on vacation throughout the seven (7) calendar day posting period shall be afforded an opportunity to bid on the position upon return to duty.

**ARTICLE XXI**  
**PROMOTION TO RANK POSITIONS**

A. Rank Positions. Rank Positions within the bargaining unit are Corrections Shift Leaders and the Animal Control Shift Leader.

B. Regular Vacancies. Promotions to regular rank position vacancies shall be made on a competitive basis. To be considered for promotion an employee shall possess the minimum qualifications, experience, knowledge and ability to perform all duties and responsibilities of the

position. Promotion determinations shall also be made with consideration given to the employee's written examination results, oral board interview, seniority, and past three (3) performance evaluations. The Sheriff shall make his selection from the top five (5) qualified candidates.

The Sheriff will fill position vacancies within sixty (60) days of posting. Extensions beyond sixty (60) days shall be subject to the approval of the Association, which approval shall not be unreasonably withheld.

1. Promotional Examinations. Written and oral examinations shall be based on the classification vacancy to be filled.

a. Written Examinations. A written promotional eligibility exam will be given in January of each year unless there is no position vacancy then pending, in which event the Sheriff may defer the examination until the next promotional vacancy arises. The date of the exam shall be posted a minimum of ten (10) days prior to the date it is to be administered. The posting shall contain a general description of the subject matter covered in the exam.

A standard or raw score (to be determined by the Director of Human Resources and announced prior to the test date) of 70% or above shall be required for an employee to pass the written examination. The written examination shall have a weight of 25%.

b. Oral Board Examination. An oral board shall be comprised of three (3) members, all full-time law enforcement personnel who hold a rank above Shift Leader or Supervisor in the field for which application is being made and who are not associated with the Midland County Sheriff's Office. The oral board members shall be appointed by the Sheriff. The oral board members shall not be informed of the competitor's written score. The lowest of the three (3) oral board scores shall be dropped from final tabulations. The competitor, upon request, shall be allowed to receive his own oral board score within thirty (30) days of the computation of all competitors' scores. The oral board interview shall have a weight of 25%. A member of the Union's elected executive board who is not participating in the process will be released, without pay, to observe the oral interviews so long as the employee's absence will not necessitate the payment of overtime or leave his/her office without adequate coverage.

c. Eligibility List. Candidates who have passed the written exam and have taken the oral board shall be placed on an eligibility list for a period of one (1) year, or until a new eligibility list is established.

2. Seniority. The employee's seniority shall have a weight of 20%. Each competitor shall receive 1.0% for each year of seniority up to a maximum of 20% for 20 years' seniority.

3. Past Performance Evaluations. The employees past three (3) performance evaluations shall have a weight of 30%.

C. Probationary Period. An employee who is promoted shall be on probation for a period of six (6) months to prove his ability. The Sheriff may extend the probation for a period of up to six (6) months. During probation, an employee may transfer back to the classification he held prior to the promotion, without loss of seniority and at his former rate of pay.

D. Temporary Vacancies: When an employee holding a rank position is absent from his position for a period of two (2) months or more and the Sheriff elects to fill the position on a regular basis pending the employee's return, the position shall be filled as a temporary vacancy and the member performing the duties will be compensated at the rate of pay of the rank position.

## **ARTICLE XXII** **INSURANCE BENEFITS**

All coverage under the Plans referenced in Sections A through F below shall be subject to the terms, conditions, exclusions, limitations, deductibles, premium co-payments and other provisions of each of the respective plans.

### A. Health, Vision, and Dental Benefits.

For full-time employees hired on or before May 4, 2004, the Employer shall provide, at no cost to the employee, Blue Cross-Blue Shield PPO4 for the employee and family as defined by Blue Cross-Blue Shield. In addition, the Employer will provide Blue Preferred RX Prescription Drug Coverage with 25% co-pay, \$10 min - \$25 max.

Full-time employees hired on or before May 4, 2004 shall have the option of purchasing alternate insurance including Blue Cross-Blue Shield Traditional, PPO1, Traditional 250 and PPO6. The cost for such purchase will be the difference in rates between the PPO4 base plan and the plan of their choice. Changes in plans may be made during an annual open enrollment period to be determined by the Employer and shall be effective with the beginning of the 2<sup>nd</sup> pay period of each December. The costs of coverage will be determined annually by the Employer for each year of the contract. All changes in rates will be effective the beginning of the 2<sup>nd</sup> pay period of each December.

For full-time employees hired after May 4, 2004, the Employer shall provide, at no cost to the employee, Blue Cross-Blue Shield PPO8 for the employee and family as defined by Blue Cross-Blue Shield. In addition, the Employer will provide Blue Preferred RX Prescription Drug Coverage with 25% co-pay, \$10 min - \$25 max.

Full-time employees hired after May 4, 2004 shall have the option of purchasing alternate insurance including Blue Cross-Blue Shield Traditional, PPO1, Traditional 250, PPO6 and PPO4. The cost for such purchase will be the difference in rates between the PPO8 base plan and the plan of their choice. Changes in plans may be made during an annual open enrollment period to be determined by the Employer and shall be effective with the beginning of the 2<sup>nd</sup> pay period of each December. The costs of coverage will be determined annually by the Employer for each year of the contract. All changes in rates will be effective the beginning of the 2<sup>nd</sup> pay period of each December.

The County will also provide vision (Group Benefit Certificate A-80) and dental (CR25 50-50) insurance for employees selecting coverage under any of its health plans.

B. Employee Insurance Opt Out.

Full-time employees who elect to opt out of its health, dental and vision plan benefits shall receive payments of \$150.00 per month if they can provide evidence of health insurance coverage through a source other than the County of Midland.

C. Life Insurance Benefits.

The County shall pay the full premium cost of group term life insurance providing coverage to each full-time employee in the amount of \$50,000. Such coverage shall include an accidental death and dismemberment endorsement having a double indemnity provision in the amount of \$50,000.

Additional life insurance coverage may be purchased by full-time employees, subject to and in accordance with the provisions of the Employer's flexible benefits program.

D. Disability Benefits.

The County will provide disability insurance for all full-time employees covered by this Agreement.

Short Term Disability Plan

Waiting Period - 7 calendar days  
Percent of pay – 75 % of base pay  
Maximum - \$4,000 per month  
Maximum Time - 6 months

Long Term Disability Plan

Waiting Period - 6 months  
Percent of pay - 66-2/3 % of base pay  
Maximum - \$4,000 per month  
Maximum Time - 1.5 years

The foregoing provisions represent only an outline of the coverage provided. The terms, conditions, exclusions, limitations, deductibles and other provisions of coverage are as stated in the Employer's policies or in its insurance policy.

E. On Duty Injury Benefits.

The County agrees to process a claim for workers' compensation benefits as provided for by the Michigan Workers' Disability Compensation Act for an employee injured during the performance of his duties.

In addition to workers' compensation benefits, the County agrees to pay an employee who is injured during the performance of his duties, the difference between the weekly benefits he received under workers' compensation and the amount of his net weekly base pay (i.e., less payroll withholding taxes, overtime, shift premium, longevity pay, etc.) for the period he is disabled and unable to return to work or twelve (12) months, whichever is lesser. Further, upon written recommendation of the Sheriff to the Midland County Board of Commissioners, the County may pay such disabled employee the additional payment for an extended period not to exceed six (6) months following the initial twelve month period. No payment shall be made in such instance until such recommendation has been approved by the Midland County Board of Commissioners. While off on disability, the employee shall not be eligible, as part of his workers' compensation pay, for overtime, shift premium, longevity pay, etc.

During the period which the full-time employee is entitled to receive workers' compensation payments, the employee shall not be charged for leave to which the employee may otherwise be entitled.

F. Liability Insurance Benefits. The County shall provide, at no cost to employees, a policy of liability insurance to indemnify and protect employees against losses arising out of the performance in good faith of their official duties. Such liability insurance shall provide coverage for claims seeking damages for false arrest, detention or imprisonment, or malicious prosecution; libel, slander, or defamation of character; invasion of privacy, wrongful eviction or wrongful entry; and assault and battery pursuant to, during and after arrest.

For the purpose of this section, official duty shall be construed to be acts done pursuant to authority conferred by law or within the scope of employment or in relation to matters committed by law to the employee or to the Sheriff's Office under whose authority the employee is acting, whether or not there is negligence in the doing of such acts. Employees will be covered while engaged in enforcing the law beyond normal duty hours. Where there is willful misconduct, lack of good faith, or a criminal act committed in the doing of any such acts, the same shall not constitute the performance in good faith of the official duties of any employee within the operation or intent of this section.

The coverage provided by such insurance shall be in an amount not less than \$500,000 for each person or an aggregate of \$1,000,000 and shall include the costs of defense including attorney fees.

## **ARTICLE XXIII**

### **RETIREMENT AND RETIREE HEALTH CARE**

#### A. Retirement.

##### 1. Retirement Benefits for Employees Hired Prior to Ratification of this Agreement (June 16, 2009).

a. Except as prohibited by law, all full-time Correctional and Court Security employees who were hired prior to the ratification of this Agreement (June 16, 2009), and are currently provided retirement benefits under Act 345 of the Public Acts of 1937, as amended, and the resolutions of the Midland County Act 345 Retirement System

Board, shall continue their participation in said retirement plan. The plan provisions applying to said employees shall be those in effect as of March 27, 1990, with the following amendments:

- Final average compensation shall mean the highest annual compensation received by a member during a period of three (3) consecutive years of service contained within the ten (10) years of service immediately preceding retirement. Compensation of members in determining amounts subject to deduction for payment to the Retirement System and for determination of “final average compensation” shall consist of all payments received by a member for base salary, longevity pay, shift differential and the payment received in lieu of idle holiday pay, and shall exclude payment received for overtime, any lump sum payment in lieu of unused sick leave or vacation days, and any sum received as a clothing allowance.
- The retirement multiplier shall be 2.6%.
- The contribution rate for employees participating in this retirement plan shall be 6.27% of each such employee’s base salary, longevity pay, and shift differential, and shall exclude payment received for overtime, any lump sum payment in lieu of unused sick leave or annual leave, and any sum received as a clothing allowance.
- Employees who have served in the United States Military and have been honorably discharged from same may elect to purchase up to six (6) years military service time at the rate called for in Act 345.

b. All full-time Secretaries, Records Clerk Typists, Account Clerks, Kennel Maintenance Workers, Animal Control Officers and Animal Control Shift Leader shall participate in the Midland County Employees’ Retirement System. The contribution rate for employees participating in this retirement system shall be 3% of each such employee’s total annual compensation. Employee contributions to the retirement system shall be made through payroll deductions.

c. If a full-time employee dies, quits or otherwise leaves County employment prior to becoming eligible for retirement benefits, the employee (or his estate) shall be refunded the amount the employee contributed to the retirement plan, along with accumulated interest thereon as determined by the Employer.

2. Retirement Benefits for Employees Hired After Ratification of this Agreement (June 16, 2009). All full-time employees hired after ratification of this Agreement (June 16, 2009) shall not be eligible to participate in the Midland County Employees Retirement System (Defined Benefit Plan) or the Midland County Act 345 Retirement System. Said employees shall participate in the new Defined Contribution Plan. At the beginning of the employee’s service, the employee must agree to contribute

three (3%) percent of base pay, biweekly through automatic payroll deduction. The Employer will contribute an additional five (5%) percent of base pay to the plan.

B. Retiree Health Care.

1. Retiree Health Care Plan for Full-Time Employees Hired Prior to Ratification of this Agreement (June 16, 2009). Full-time employees hired prior to the ratification of this Agreement (June 16, 2009), shall be eligible to participate in the Employee's Retiree Health Care Plan.

Employees shall contribute, through automatic payroll deduction, one and one-half percent (1.5%) of their bi-weekly base pay into the Retiree Health Care Plan to assist in the funding of future health care benefits for the retiree, the retiree's spouse and/or dependents. If the employee dies, quits or otherwise leaves County employment prior to becoming eligible for retiree health care benefits, the employee (or his estate) shall be refunded the amount the employee contributed to the retiree health care plan along with accumulated interest thereon as determined by the Employer.

Upon retirement, employees who are not Medicare eligible will be able to choose either the PPO base plan that is available to them at no cost as an active employee, or the Traditional Blue Cross/Blue Shield MVF-1, Comprehensive Hospital Care Certificate, Hospital, Medical, Surgical Insurance with the following riders: D.45NM, ASFP, ML, including Master Medical Program Rider Option-1 (with prescription drugs). The Employer will pay the cost of either plan. At age 65, the retiree must enroll in the Part B Medicare Program at his/her own expense. The Employer will thereafter pay the cost of Blue Cross/Blue Shield, Master Medical Complimentary Coverage Option-1 or its equivalent coverage.

Subject to those provisions hereinafter provided, an employee who is eligible for retirement shall be entitled to retiree health care benefits for himself, his spouse and/or dependents. The Employer shall pay one hundred percent (100%) of the health care premium for the retiree and fifty percent (50%) of the premium for the retiree's spouse and eligible dependents. The employee shall be responsible for the remainder. The Employer shall pay an additional five percent (5%) of the retiree spouse's and eligible dependent's health care premium for each year of service the employee has in excess of ten (10) years, up to, but not exceeding, 100% of the premium cost of said coverage.

There will be an open enrollment period annually during the months of November and December for those not eligible for Medicare.

A retiree's spouse who is entitled to health care benefits from the spouse's employer shall not be allowed to participate in the Employer sponsored retiree health care program. A retiree, the retiree's spouse and/or dependents shall be allowed to participate in the retiree health care program provided they meet the following requirements:

- The retiree must be an active retiree of the County and must be receiving monthly retirement benefits pursuant to the County's Retirement Plan.

- A spouse of a retiree shall be allowed to continue to receive health care benefits as long as the spouse is covered by the retiree's health care plan at the time of the retiree's death and continues to receive the deceased retiree's retirement allowance. If a deceased retiree's spouse remarries, health care benefits shall not be available to that person's new spouse.
- Dependent children of the retiree are eligible for continued health care coverage after the retiree's death if they are enrolled in the retiree's health care plan at the time of the retiree's death and continue to be a covered dependent of the retiree's surviving spouse. The County shall pay the premium cost of the coverage for the widow or widower and dependents of any Sheriff's Office employee killed or fatally injured as a result of an occurrence arising out of or in the course of the employee's employment; provided, however, such obligation to pay premiums shall cease as to the widow or widower in the event she/he remarries and as to the dependents at such time as they are no longer eligible for coverage. Further, the County shall pay on behalf of the widow or widower and dependents of an employee, the premium cost of the coverage referenced above for a period of six (6) months following the death of an employee who is killed by a non-job related accident or who dies from natural causes.

2. Retiree Health Care Plan For Full-Time Employees Hired After Ratification Of This Agreement (June 16, 2009). Full-time employees hired after the ratification of this Agreement (June 16, 2009) shall not be eligible to participate in the Retiree Health Care Plan referenced in Section A(1) above. Full-time employees hired after ratification shall participate in the Employer's Retirement Health Savings Plan, subject to the terms and conditions of that Plan. Commencing with the beginning of the employee's service, the employee shall contribute three percent (3%) of base pay bi-weekly through automatic payroll deduction. The employer will contribute an additional five percent (5%) of base pay to the plan.

**ARTICLE XXIV**  
**LEAVES OF ABSENCE**

A. Paid Leaves. The County agrees to provide full-time employees the following paid leave benefits:

For full-time employees with 1 - 4 years seniority	196 hours
For full-time employees with 5 - 9 years seniority	236 hours
For full-time employees with 10 - 14 years seniority	268 hours
For full-time employees with 15 - 19 years seniority	292 hours
For full-time employees with over 20 years seniority	308 hours

A full-time employee is entitled to carry over from one calendar year to the next calendar year up to a maximum of 120 hours of leave. Employees shall schedule leaves as far in advance as possible. The Sheriff shall have final approval.

The selection of leaves shall be in order of seniority and in all cases subject to approval of the employee's supervisor and the Sheriff.

Miscellaneous leave rules:

1. An employee may use his leave in four (4) hour blocks or six (6) hour blocks; however, if a conflict occurs between an employee wishing to use a partial day's leave and an employee wishing to use a full day's leave, the employee desiring to use a full day's leave shall have priority.

2. When an employee quits with at least five (5) days' notice, he will be paid for his unused leave. When an employee is laid off for lack of work, he may elect to be paid for unused leave.

3. In the event of the death of an employee, all leave due him will be paid in the same manner as for wages due.

4. When an employee retires, he will be paid for all leave due plus the pro rata share of leave earned at the time of retirement.

5. If an employee is discharged for cause, or quits without giving five (5) days' notice, no leave pay will be allowed.

6. Leave shall be credited to the employee on January 1 of each year and shall not be prorated except as herein provided.

7. Leave benefits for all full-time active employee and inactive employees with seniority upon returning to work will be determined as follows:

(a) Employees off for less than three (3) months are entitled to full leave privileges.

(b) Employees off for more than three (3), but less than six (6) months, are entitled to full leave privileges after working six (6) months.

(c) Employees off for more than six (6) months are entitled to full-earned leave privileges according to the following schedule:

(i) An employee who has worked six (6) months in the year in which he is off, upon return must work six (6) months to qualify for leave.

(ii) An employee who has not worked six (6) months during the year in which he is off, upon return, must work to the end of the calendar year, and in that period, have worked six (6) months.

(iii) An employee who has not worked six (6) months during the year in which he is off, upon return, if he cannot work six (6) months before

the end of the calendar year (not enough work days), will be eligible for leave after working one (1) year in which he has worked six (6) months.

(iv) Employees who have been off work due to illness are entitled to full leave privileges as follows:

\* Off less than three (3) months shall be entitled to full leave privileges.

\* Off for three (3) months or more but less than six (6) months shall be entitled to full leave privileges upon return to work.

(d) Employees receiving Worker's Compensation benefits will be paid for any unused leave in their first regular paycheck received after February 1 of the following year.

A leave advance check, not to exceed a two (2) week period, may be issued to an employee upon request prior to the taking of his leave. Such request must be made in writing to the employee's supervisor three (3) weeks prior to the starting date of the employee's leave and presented to the employee's supervisor.

When an employee has two (2) or more consecutively scheduled work days off on leave, any and all adjacent days off shall be treated as the employee being on leave and unavailable for work.

No leave shall be earned by an employee during a leave of absence without pay. Upon successful completion of the probationary period, employees shall be credited with leave computed from the commencement of their employment. Probationary employees may use twenty-four hours of leave during their first year of employment, subject to the approval of the Sheriff.

An employee shall be entitled to use his accrued leave days for absences due to bona fide illnesses. Approval of the employee's immediate supervisor shall be required on all requests for such leave. Medical certification will not generally be required to substantiate leave of one working day; however, medical certification or, in lieu thereof, a signed written statement from the employee setting forth the reasons for the leave may be required at the discretion of the Sheriff or his designee for each absence, regardless of the duration, should the Sheriff have reason to believe the employee is abusing leave privileges. False statements concerning the reasons for an absence, or failure to obtain a medical certificate when requested, shall constitute just cause for disciplinary action, up to and including dismissal.

Leave shall not be allowed in advance of being earned. If an employee has insufficient leave credits to cover a period of absence, no allowance for leave shall be posted in advance or in anticipation of future leave credits. In the absence of applicable leave credits, payroll deductions for the time lost shall be made for the work period in which the absence occurred.

An employee shall be allowed to use accumulated leave for sickness in the immediate family, upon approval of his immediate supervisor.

An employee may use leave in increments of two (2) or more hours for medical or dental appointments; however, the Association agrees with the Sheriff and the County that this provision shall not be abused.

B. Family and Medical Leave. The Employer agrees that it shall maintain a policy providing for employee family and medical leaves under the federal Family and Medical Leave Act (FMLA). Employees shall be governed by the provisions of that policy; however, to the extent the Employer's policy provides less benefits than those provided by the FMLA, the provisions of the FMLA shall control.

C. Funeral Leave. In the event of a death in the employee's immediate family (spouse, child, parent, brother, sister, mother-in-law, father-in-law, legal guardian, step-parents, step-brother, step-sister, step-son, step-daughter, and grandparents), the employee shall be excused without loss of pay on the days which he has been scheduled to work during the period from the day of death to the day of the funeral, both inclusive, but not to exceed a total of three (3) days for such absence, as is required to discharge his specific obligation.

In the event of the death of an employee's close relative (brother-in-law, sister-in-law, daughter-in-law, son-in-law), the employee shall be excused without loss of pay for purposes of attending the funeral, provided such funeral day is one of the employee's normally scheduled work days. Attendance at the funeral of other persons may be approved at the discretion of the Sheriff.

The Sheriff or his designee may approve additional days as necessary from the employee's accumulated leave.

D. Jury Duty. On duty employees shall be paid their regular base wages for time necessarily spent in jury service after turning over to the County the payment received from the court.

E. Military Leave. Employees who enter the armed services shall be granted an unpaid military leave of absence in accordance with applicable state and federal law. Employees on such leave shall receive credited time for purposes of seniority and placement on the applicable salary schedule upon their return to regular employment with the Employer. Employees on military leave shall also accumulate up to twelve (12) paid leave days per year of regular full-time military service, but in no event to exceed a maximum of twenty-four (24) leave days during their period of absence.

F. Miscellaneous Leaves. The Employer agrees that unpaid leaves of absence may be granted for study or training deemed valuable in relation to the employee's service to the Employer, and other purposes where the Sheriff agrees that the cause is a good one.

Employees desiring such a leave shall submit a signed written request to the Sheriff. Such request shall specify the date the leave is to begin and end, and the reason for the leave.

Beginning on the fourth day of the above leave, no further leave or longevity benefits will be earned or accrue. The employee shall maintain but not accrue seniority. If leave is for temporary disability of less than one (1) year, the employee may maintain participation in the Employer's group insurance plans provided he pays the full premiums of such continued coverage. The employee shall be reinstated to his former classification after the end of the leave. If the classification has been discontinued, the employee will be then first hired when an opening exists. A leave of absence shall not exceed a period of one (1) year. The Board of Commissioners agree that the position being vacated will be temporarily filled if such leave exceeds thirty (30) days.

## **ARTICLE XXV** **HOLIDAYS**

The Employer recognizes the following as paid holidays:

- \* New Year's Day
- \* Good Friday
- \* Memorial Day
- \* Independence Day
- \* Labor Day
- \* Thanksgiving Day
- \* Day After Thanksgiving (Effective November 26, 2010)
- \* Christmas Day

Employees hired on or before June 16, 2009 shall forfeit idle holiday pay in exchange for 32 hours pay in the form of a bonus to be paid annually on the first pay period in December. Such bonus will be added to final average compensation.

Employees hired after the ratification of this Agreement (June 16, 2009) will not be eligible for the 32 hours bonus in lieu of regular idle holiday pay. The period of the holiday for shift employees and those on odd schedules, which cover either Saturday or Sunday, shall commence between 6:30 p.m. to 8:30 p.m. on the day preceding the holiday and end at the same time on the day of the holiday. For all other employees, the period of the holiday shall commence at 8:00 a.m. on the day observed as the holiday and end at 8:00 a.m. on the following day.

For all employees other than shift employee and those on odd schedules covering either Saturday or Sunday, holidays falling on Sunday shall be observed on the following Monday, and holidays falling on Saturday shall be observed on the preceding Friday.

When a holiday falls on an employee's regularly scheduled day off, payment for the holiday shall not count as hours worked for purposes of computing overtime.

To be entitled to holiday pay, the employee, (1) must work if scheduled on the holiday, (2) must work his last scheduled shift immediately preceding the holiday and his first scheduled shift immediately following the holiday (leave shall be considered time worked), and (3) must be on the County's active payroll upon the occurrence of the holiday (e.g. Employees on layoff or unpaid leave of absence shall not be deemed to be on the County's active payroll. Layoff for the

purpose of this paragraph shall mean an employee off work for a period in excess of four (4) working days, the holiday included.)

An employee who works on any of the holidays designated in this Article will receive, in addition to holiday pay as above provided:

- Time and one-half for all hours worked which fall within his regularly scheduled number of hours of work for that day.
- Double and one-half time for all hours worked which are in excess of his regularly scheduled number of hours of work for that day.

For the purposes of determining the pay for an employee who works on a day observed as a holiday which falls on one of his regularly scheduled off days, “regularly scheduled hours of work” shall mean the same hours he was assigned to work on his last regularly scheduled work day immediately preceding the holiday or the day observed in place of the holiday.

## **ARTICLE XXVI DIVING TEAM**

Each employee who has volunteered and been accepted by the Sheriff for a diving or diving support non-bargaining unit assignment, shall participate in six (6) to eight (8) hours of proficiency training seven (7) times per year. Such training may be conducted during or in place of the employee’s regular work hours and shall be compensated at the employee’s regular straight time rate of pay. The dates and duration of proficiency training shall be determined by the Sheriff.

Employees assigned a diving or diving support assignment shall receive one and one half times their regular straight time hourly rate while actually engaged in body or evidence recovery work, including necessary related travel.

## **ARTICLE XXVII MISCELLANEOUS**

A. Bulletin Boards. The Sheriff agrees to provide the Association with adequate space on existing bulletin boards at such locations as shall be agreed to between the Association and the Sheriff, for posting notices of Association recreational and social affairs, elections, appointments and related business matters.

B. Records and Information. This Agreement shall be printed at the expense of the County and a copy shall be provided to the Association, employees, and the supervisors of said employees. The County shall also provide the Association, upon its reasonable request, with a copy of all insurance policies referenced in this Agreement.

All public records, reports and other information pertaining to a pending specific grievance or specific item in negotiations shall be made available to the Association by the Sheriff or his designee in accordance with applicable law. Charges for copies requested by the Association shall be at the rates established by the County for the release of public records.

C. Personnel Record. Employees shall have the right to examine, obtain a copy of, and attach explanatory statements to any documents in their own personnel records, as provided under Bullard-Plawecki Employee Right to Know Act, Act No. 397 of the Public Acts of 1978.

No material derogatory to an employee (i.e., complaints, disciplinary notice and performance evaluations) shall be placed in the employee's personnel record unless a copy of same is provided to the employee.

D. Political Activity. Subject to any limitations imposed by applicable state and federal law, employees shall have the right to participate in political activity while off duty, out of uniform and off the premises of the Sheriff's Office as any other citizen.

E. Uniforms and Equipment. The Employer agrees to provide employees with uniform shirts, pants and belts.

Where necessary, dry cleaning and laundering of shirts will be provided for clothing worn exclusively while on duty, including schools and special assignments. Personal clothing that is destroyed and/or damaged to the point it is unserviceable while an officer is engaged in the performance of his duties, shall be replaced by the Employer with clothing of like quality.

The Employer shall provide any equipment it requires employees to use when on duty. Individual lockers shall be provided for the storing of clothing and equipment.

All employees certified with a weapon and required by the Sheriff to carry same while on duty, shall be furnished with the necessary rounds of ammunition. Employees shall also be provided ammunition for training purposes; provided, however, that prior to the receipt of such ammunition it shall be the obligation of the employee requesting the same to turn in to the Sheriff the spent brass from his previous supply of training ammunition.

F. College Benefits. A full-time employee hired on or before the date of ratification of this Agreement (June 16, 2009) who holds an associates or bachelor's degree in law enforcement or criminal justice from an accredited college or university, shall receive an annual bonus in the amount of \$450.00 and \$650.00, respectively. Employees hired after the date of ratification of this Agreement (June 16, 2009) who hold a bachelor's degree in law enforcement or criminal justice from an accredited college or university, shall receive an annual bonus in the amount of \$650.00.

Bonus payments will be made on the first pay period in December of each year. Eligible employees receiving their initial bonus must have completed their probationary period and have been awarded their degree prior to September 30th of the fiscal year of the December payment.

A tuition reimbursement program is also available per current County policy. Information can be obtained at the Midland County Human Resources Office, or by contacting Association Officers.

G. Travel Expenses. Employees shall be reimbursed for travel expenses in accordance with the County's travel expense reimbursement policies.

When two employees are traveling together, every effort shall be made to share the same room. All travel must have prior approval of the Sheriff. Lodging, car rental, parking and other expenses for which the employee seeks reimbursement must be documented by receipts.

**ARTICLE XXVIII**  
**SCOPE OF AGREEMENT**

If any article or section of this Agreement or any supplement thereto should be held invalid by operation of law or by a tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal, the remainder of this Agreement and supplements shall not be affected thereby and the parties shall enter into immediate collective bargaining.

**ARTICLE XXIX**  
**DURATION**

This Agreement shall be in full force and effect from June 16, 2009, to and including December 31, 2012, and shall continue in full force and effect from year to year thereafter unless written notice of desire to cancel or terminate the Agreement is served by either party upon the other at least 60 days prior to the date of expiration.

It is further provided that where no such cancellation or termination notice is served and the parties desire to continue said agreement but also desire to negotiate changes or revisions in this Agreement, either party may serve upon the other a notice at least 60 days prior to its execution, or December 31 of any subsequent contract year, advising that such party desires to continue the agreement, but also desires to revise, change or modify the terms or conditions of such agreement.

In the event of an inadvertent failure by either part to give the above-referenced notice, such party may give such notice at any time prior to the termination or automatic renewal date of this Agreement.

IN WITNESS WHEREOF, the COUNTY OF MIDLAND and the SHERIFF OF MIDLAND COUNTY and the ASSOCIATION, by their duly authorized representatives, have executed this Agreement effective the 16<sup>th</sup> day of June, 2009.

MIDLAND COUNTY BOARD OF COMMISSIONERS and MIDLAND COUNTY SHERIFF

By: James T. Bradley  
James T. Bradley, Chairman  
Board of Commissioners

By: Gerald A. Nielsen  
Gerald A. Nielsen  
Midland County Sheriff

By: Michael S. Vasicek  
Michael S. Vasicek  
Undersheriff

By: Bridgette M. Gransden  
Bridgette M. Gransden  
Finance Director

By: Suzanne V. Ault  
Suzanne V. Ault  
Director of Human Resources

MIDLAND SHERIFF EMPLOYEES ASSOCIATION

By: Leslie E. Sheldon  
Leslie E. Sheldon  
President

By: James A. Tignanelli  
James A. Tignanelli  
President, POAM

By: Paul F. Close  
Paul F. Close  
Negotiating Team

By: Leon J. Valentine  
Leon J. Valentine  
Negotiating Team

By: Ann R. Gaydos  
Ann R. Gaydos  
Negotiating Team

By: Kristofer S. Brosier  
Kristofer S. Brosier  
Negotiating Team

**APPENDIX A  
WAGE SCHEDULE**

<u>POSITION</u>	<u>Base 12/31/2007</u>	<u>1.00% 01/01/08</u>	<u>2.00% 01/01/09</u>	<u>3.00% 01/01/10</u>	<u>2.00% 01/01/11</u>	<u>3.00% 01/01/12</u>
<b><u>Correctional Shift Leader</u></b>						
Start	49,132	49,623	50,616	52,134	53,177	54,772
1 Year	51,589	52,105	53,147	54,741	55,836	57,511
<b><u>Correctional Deputy</u></b>						
Start	27,270	27,543	28,094	28,936	29,515	30,401
1 Year	31,326	31,639	32,272	33,240	33,905	34,922
2 Years	32,893	33,222	33,886	34,903	35,601	36,669
3 Years	36,026	36,386	37,114	38,227	38,992	40,162
4 Years	41,508	41,923	42,762	44,044	44,925	46,273
5 Years	47,787	48,265	49,230	50,707	51,721	53,273
<b><u>Court Security /Transport Deputy (\$1,000 over Correctional Deputy)</u></b>						
Start	28,270	28,543	29,094	29,936	30,515	31,401
1 Year	32,326	32,639	33,272	34,240	34,905	35,922
2 Years	33,893	34,222	34,886	35,903	36,601	37,669
3 Years	37,026	37,386	38,114	39,227	39,992	41,162
4 Years	42,508	42,923	43,762	45,044	45,925	47,273
5 Years	48,787	49,265	50,230	51,707	52,721	54,273
<b><u>Animal Control Shift Leader (\$2,000 over Animal Control Deputy)</u></b>						
	43,177	43,589 ***	44,796 **	46,454 **	47,718 **	49,090 ***
<b><u>Animal Control Deputy</u></b>						
Start	25,469	25,724 ***	26,613 **	27,787 **	28,717 **	29,579 ***
1 Year	29,189	29,481 ***	30,446 **	31,734 **	32,744 **	33,726 ***
2 Years	30,754	31,062 ***	32,058 **	33,395 **	34,437 **	35,471 ***
3 Years	33,887	34,226 ***	35,285 **	36,719 **	37,828 **	38,963 ***
4 Years	37,490	37,865 ***	38,997 **	40,542 **	41,728 **	42,980 ***
5 Years	41,177	41,589 ***	42,796 **	44,454 **	45,718 **	47,090 ***
<b><u>Secretary</u></b>						
Start	22,853	23,082 ****	23,793 *	24,757 *	25,502 *	26,267 ****
1 Year	26,371	26,635 ****	27,417 *	28,490 *	29,310 *	30,189 ****
2 Years	27,922	28,201 ****	29,015 *	30,136 *	30,988 *	31,918 ****
3 Years	31,026	31,336 ****	32,213 *	33,429 *	34,348 *	35,378 ****
4 Years	32,886	33,215 ****	34,129 *	35,403 *	36,361 *	37,452 ****
5 Years	34,964	35,314 ****	36,270 *	37,608 *	38,610 *	39,768 ****

<u>POSITION</u>	<u>Base</u> <u>12/31/2007</u>	<u>1.00%</u> <u>01/01/08</u>		<u>2.00%</u> <u>01/01/09</u>		<u>3.00%</u> <u>01/01/10</u>		<u>2.00%</u> <u>01/01/11</u>		<u>3.00%</u> <u>01/01/12</u>	
<b><u>Account Clerk</u></b>											
Start	22,853	23,082	****	23,793	*	24,757	*	25,502	*	26,267	****
1 Year	26,371	26,635	****	27,417	*	28,490	*	29,310	*	30,189	****
2 Years	27,922	28,201	****	29,015	*	30,136	*	30,988	*	31,918	****
3 Years	31,026	31,336	****	32,213	*	33,429	*	34,348	*	35,378	****
4 Years	32,886	33,215	****	34,129	*	35,403	*	36,361	*	37,452	****
5 Years	34,964	35,314	****	36,270	*	37,608	*	38,610	*	39,768	****
<b><u>Records Clerk / Typist</u></b>											
Start	23,872	24,111	****	24,843	*	25,838	*	26,605	*	27,403	****
1 Year	25,120	25,371	****	26,129	*	27,162	*	27,956	*	28,794	****
2 Years	26,433	26,697	****	27,481	*	28,556	*	29,377	*	30,258	****
3 Years	27,814	28,092	****	28,904	*	30,021	*	30,872	*	31,798	****
4 Years	29,268	29,561	****	30,402	*	31,564	*	32,445	*	33,419	****
5 Years	30,798	31,106	****	31,978	*	33,187	*	34,101	*	35,124	****
6 Years	32,409	32,733	****	33,638	*	34,897	*	35,845	*	36,920	****
7 Years	34,103	34,444	****	35,383	*	36,694	*	37,678	*	38,809	****
<b><u>Kennel Maintenance / Office</u></b>											
Start	19,693	19,890	****	20,538	*	21,404	*	22,082	*	22,744	****
1 Year	22,712	22,939	****	23,648	*	24,607	*	25,349	*	26,110	****
2 Years	24,263	24,506	****	25,246	*	26,253	*	27,028	*	27,839	****
3 Years	27,366	27,640	****	28,442	*	29,546	*	30,387	*	31,298	****
4 Years	29,537	29,832	****	30,679	*	31,849	*	32,736	*	33,718	****
5 Years	31,779	32,097	****	32,989	*	34,228	*	35,163	*	36,218	****
<b><u>Kennel Maintenance</u></b>											
Start	18,698	18,885		19,263		19,841		20,237		20,844	
1 Year	21,718	21,935		22,374		23,045		23,506		24,211	
2 Years	23,269	23,502		23,972		24,691		25,185		25,940	
3 Years	26,371	26,635		27,167		27,982		28,542		29,398	
4 Years	28,544	28,829		29,406		30,288		30,894		31,821	
5 Years	30,785	31,093		31,715		32,666		33,319		34,319	

\* \$250 added to base wage in 2009, 2010, 2011

\*\* \$375 added to base wage in 2009, 2010, 2011

\*\*\* \$750 lump sum payment in 2008 and 2012

\*\*\*\* \$500 lump sum payment in 2008 and 2012

## **APPENDIX B** **DRUG TESTING**

A. Purpose. The purpose of this policy is to provide all employees with notice of the provisions of the Midland County Sheriff Department's drug testing program.

B. Policy. It is the policy of this Department that the critical mission of law enforcement justifies maintenance of a drug-free work environment through the use of a reasonable drug testing program.

The law enforcement profession has several uniquely compelling interests that justify the use of drug testing. The public has a right to expect that those who are sworn to protect them are at all times both physically and mentally prepared to assume these duties. There is sufficient evidence to conclude that the use of controlled substances and other forms of drug abuse will seriously impair an employee's physical and mental health and, thus, job performance.

Where employees of the Department participate in illegal drug use and drug activity, the integrity of the law enforcement profession and public confidence in that integrity are destroyed. This confidence is further eroded by the potential for corruption created by drug use.

Therefore, in order to ensure the integrity of the department and to preserve public trust and confidence in a fit and drug free law enforcement profession, this Department will implement a drug testing program to detect prohibited drug use by employees.

### C. Definitions.

1. Supervisor. Those employees appointed by the Employer to a position having day-to-day responsibility for supervising subordinates.

2. Drug Test. The compulsory production and submission of urine and/or blood, in accordance with departmental procedures, by an employee for chemical analysis to detect prohibited drug usage.

3. Reasonable Suspicion. That quantity of proof or evidence that is more than a hunch, but less than probable cause. Reasonable suspicion must be based on specific, objective facts and any rationally derived inferences from those facts about the conduct of an employee. These facts or inferences would lead the reasonable person to suspect that the employee is or has been using drugs while on or off duty.

4. Medical Review Officer. The Medical Review Officer ("MRO") is a physician knowledgeable in the medical use of prescription drugs and the pharmacology and toxicology of illicit drugs. The MRO will be a licensed physician with knowledge of substance abuse disorders. The MRO shall have appropriate medical training to interpret and evaluate an employee's test results in conjunction with his medical history and any other relevant biomedical information.

D. Procedures/Rules.

1. General Rules. The following rules shall apply to all employees, while on and off duty:

a. No employee shall illegally use, possess or sell any controlled substance.

b. No employee shall ingest any controlled or prescribed substance, except under the direction of a licensed medical practitioner.

(i) Employees shall notify their immediate supervisor when required to use prescription medicine that may influence their job performance.

Employees who self report a prescription drug dependency shall be referred for appropriate treatment and placed on a leave of absence in accordance with the provisions of this Agreement. The employee shall submit one of the following:

(1) note from the prescribing doctor;

(2) copy of the prescription;

(3) show the bottle label to his immediate supervisor.

(ii) Supervisors shall document this information and retain the memorandum for at least thirty (30) days.

c. No employee shall ingest any prescribed or over-the-counter medication in amounts beyond the recommended dosage. No employee shall ingest any controlled or prescribed substance, except under the direction of a licensed medical practitioner.

d. Any employee who unintentionally ingests, or is made to ingest, a controlled substance shall immediately report the incident to his supervisor so that appropriate medical steps may be taken to ensure the employee's health and safety.

e. Any employee having a reasonable basis to believe that another employee is illegally using, or is in possession of, any controlled substance shall immediately report the facts and circumstances to his supervisor.

f. Discipline of employees for any violation of this drug testing policy shall be in accordance with the due process rights provided in the Department's rules and regulations, policies and procedures, and the collective bargaining agreement. (The employee may be immediately relieved of duty pending a departmental investigation at the discretion of the Sheriff or his designee, when one of the following occurs:

(i) A refusal to participate;

(ii) Reasonable suspicion;

(iii) The MRO determines that an employee's drug test was positive.)

2. Applicant Drug Testing.

a. Applicants for a position in the Sheriff's Department shall be required to take a drug test as a condition of employment during a pre-employment medical examination.

b. Applicants shall be disqualified from further consideration for employment under the following circumstances:

(i) Refusal to submit to a required drug test, or

(ii) A confirmed positive drug test indicating drug use prohibited by this policy.

3. Right of Inspection. All property owned and/or controlled by the Employer, including lockers, desks or other property issued to an employee, is subject to Employer inspection at any time as there is no expectation of privacy. Other property on the Employer's premises shall be subject to Employer inspection in accordance with departmental policies and applicable state and federal law.

4. Testing Standards.

a. Employees will be required to take drug tests as part of any promotional physical examination required by this Department.

b. The Employer may at any time adopt a random drug testing program to be administered by another agency with laboratory personnel authorized to administer drug tests. Employees subject to testing under this program shall be selected at random by the agency administering the program and tested while on duty. Further, employees shall not be subjected to testing more than three times per year, unless the Employer has reasonable suspicion to suspect that the employee is or has been using drugs.

c. The Employer may order an employee to submit to a drug test when there is reasonable suspicion that the employee is or has been using illegal drugs or prescription drugs in violation of this policy. Reasonable suspicion may be based upon, for example, among other things, direct observation of use and/or the physical symptoms of having used drugs, a pattern of abnormal conduct or erratic behavior including, but not limited to, excessive absenteeism, tardiness, indifferent job performance, poor work, and on-the-job injuries or accidents, indictment for a drug-related offense, and/or newly-discovered evidence that the employee has tampered with a previous urine sample and/or drug test.

d. An employee's failure or refusal to submit to a drug test as directed by the Department or the alteration or substitution of a specimen shall be a violation of this drug testing policy and shall result in discipline up to, and including, discharge.

5. Drug Use Determination. The determination that an employee uses illegal drugs may be made on the basis of direct observation, confirmed results of the Department's drug testing program, the employee's own admission or other appropriate basis.

6. Penalty. Violation of any provision of this drug testing policy shall be grounds for disciplinary action, or such other action as the Employer shall determine to be appropriate in the circumstances. Discipline shall be administered as set forth in the Code of Conduct and Rules and Regulations for the Midland County Sheriff's Department and further defined in the Department's Policies and Procedures, and may include discharge from the Sheriff's Department. Any discipline remains subject to review in accordance with the collective bargaining agreement.

7. Drug Testing Procedures.

a. The testing procedures and safeguards provided in this policy shall be adhered to by any laboratory personnel administering departmental drug tests.

b. Laboratory personnel authorized to administer departmental drug tests shall require positive identification from each employee to be tested before the employee enters the testing area.

c. In order to prevent a false positive test result, a pre-test interview shall be conducted by testing personnel to ascertain and document the employee's recent use of any prescription or non-prescription drugs, or any indirect exposure to drugs.

d. The testing area shall be private and secure. Authorized testing personnel shall search the testing area before an employee enters same in order to document that the area is free of any foreign substances. Authorized testing personnel may:

(i) control the test area to ensure that samples have not been hidden for a substitution;

(ii) prohibit the carrying of purses, bags, luggage, briefcases, or other containers into the test area; and

(iii) prohibit the wearing of coats and/or jackets into the test area.

e. It is recognized that the Employer has the right to request the clinic personnel administering a urine drug test to take such steps as checking the color and temperature of the urine specimen(s) to detect tampering or substitution, provided that the employee's right of privacy is guaranteed, and in no circumstances may observation take place while the employee is producing the urine specimens. If it is established that the employee's specimen has been intentionally tampered with or substituted by the employee, the employee is subject to discipline as if the specimen tested positive. In order to deter adulteration of the urine specimen during the collection process, physiologic determinations such as creatinine, specific gravity and/or chloride measurements may be performed by the laboratory.

Any findings by the laboratory outside the "normal" ranges for creatinine, specific gravity and/or chloride shall be immediately reported to the Employer so that another specimen can be collected without undue delay. The clinic shall also immediately notify the MRO.

f. Where the employee appears unable or unwilling to give a specimen at the time of the test, testing personnel shall document the circumstances on the drug-test report form. The employee shall be permitted no more than two (2) hours to give a sample. During that time, the employee shall remain in the testing area, which shall remain under the observation and control of the clinic personnel. Direct observation of the employee producing the sample is prohibited. Reasonable amounts of water may be given to the employee to encourage urination. Failure to submit a sample shall be considered a refusal to submit to a drug test except for good cause as determined by the MRO.

g. Urine in excess of the first 60ml shall be placed in a second container by authorized testing personnel. The samples must be provided at the same time, and marked and placed in identical specimen containers by authorized testing personnel. One sample shall be submitted for immediate drug testing. The other sample shall remain at the facility in frozen storage. If an employee is told that the first (1st) sample tested positive, the employee may, within seventy-two (72) hours of receipt of actual notice, request that the second (2nd) urine specimen be forwarded by the first (1st) laboratory to another independent and unrelated approved laboratory of the parties' choice for Gas Chromatography/Mass Spectrometry (GC/MS) confirmatory testing of the presence of the drug. If the employee requests a second test, he shall simultaneously pay to the Employer the cost of the second test. The employee may be suspended without pay once the first (1st) laboratory reports a positive finding while the second (2nd) test is being performed. If the second (2nd) laboratory report is negative, the employee will be reimbursed for the cost of the second (2nd) test and for all lost time.

h. All specimen samples shall be sealed, labeled, initialed by the employee and laboratory technician, and checked against the identity of the employee. Samples shall be stored in a secured and refrigerated atmosphere until testing or delivery to the testing lab representative.

#### 8. Drug Testing Methodology.

a. The testing or processing phase shall consist of:

- (i) Initial screening test;
- (ii) Confirmation test-if the initial screen testing is positive.

b. The urine sample is first tested using the initial drug screening procedure. An initial positive test result will not be considered conclusive; rather, it will be classified as "confirmation pending." Notification of test results to the supervisor or other departmental designee shall be held until the confirmation test results are obtained and verified by the MRO.

c. A specimen testing positive will undergo an additional confirmatory test. The confirmation procedure shall be technologically different and more sensitive than the initial screening test.

d. The drug screening tests selected shall be capable of identifying marijuana, cocaine and every major drug of abuse, including heroin, amphetamines and barbiturates. Personnel utilized for testing will be qualified to collect urine samples, or adequately trained in collection procedures.

e. Concentrations of a drug at or about the following levels shall be considered a positive test result when using the initial immunoassay drug screening test:

(i) Initial Test Standards.

The initial test shall use an immunoassay which meets the requirements of the Food and Drug Administration for commercial distribution. The following initial cutoff levels shall be used when screening specimens to determine whether negative or positive for these classes of drugs:

<u>SKBL Analyte</u>	<u>Initial Test Level (ng/ml)</u>
Marijuana	50 ng/ml
Cocaine	300 ng/ml
Opiates	2000 ng/ml
Phencyclidine	25 ng/ml
Amphetamine	1000 ng/ml

Some specimens may be subjected to initial testing by methods other than immunoassays, where the latter are unavailable for detection of specific drugs of special concern.

(ii) Confirmatory Test Standards.

All specimens identified as positive on the initial screening test shall be confirmed using gas chromatography/mass spectrometry (GC/MS) techniques and by quantitative analysis at the cutoff levels listed below:

<u>SKBL Analyte</u>	<u>Initial Test Level (ng/ml)</u>
Marijuana	15 ng/ml
Cocaine	150 ng/ml
Opiates:	
Morphine	2000 ng/ml
Codeine	2000 ng/ml
Phencyclidine	5 ng/ml
Amphetamine	500 ng/ml

9. Chain of Evidence – Storage. Each step in the collecting and processing of the urine specimens shall be documented to establish procedural integrity and the chain of custody.

Where a positive result is confirmed, urine specimens shall be maintained in a secured, refrigerated storage area. If a dispute arises, the specimens will be stored until all legal disputes are settled.

10. Drug Test Results. All records pertaining to departmental-required drug tests shall remain confidential and shall not be provided to other employers or agencies without the written permission of the person whose records are sought. However, medical, legal, administrative and immediate supervisory personnel may have access to the records as needed in their service to the Employer.