

THE COUNTY OF OAKLAND

AND

**OAKLAND COUNTY COMMAND OFFICER'S ASSOCIATION
SHERIFF'S OFFICE - SERGEANTS, LIEUTENANTS & CAPTAINS**

COLLECTIVE BARGAINING AGREEMENT

2008 - 2009

AGREEMENT

This agreement is made and entered into on this 5TH day of MARCH, A.D., 2009, by and between the Oakland County Sheriff and the Oakland County Board of Commissioners, hereinafter referred to collectively as the "Employer" and the Command Officers Association of Michigan and its affiliate, the Oakland County Command Officer's Association, hereinafter referred to as the "Union". It is the desire of both parties to this agreement to continue to work harmoniously and to promote and maintain high standards, between the employer and employees, which will best serve the citizens of Oakland County.

I. RECOGNITION

The Employer recognizes the Union as the exclusive representative of the Sergeants, Lieutenants and Captains of the Oakland County Sheriff's Department, for the purposes of collective bargaining with respect to rates of pay, wages, hours of employment and other terms and conditions of employment, in the following bargaining unit for which they have been certified, and in which the Union is recognized as collective bargaining representative, subject to and in accordance with the provisions of Act 336 of the Public Acts of 1947, as amended.

All employees classified as Sergeants, Lieutenants and all Captains of the Oakland County Sheriff's Department excluding all others.

II. MANAGEMENT RESPONSIBILITY

The right to hire, promote, discharge or discipline, and to maintain discipline and efficiency of employees, is the sole responsibility of the Employer except that Union members shall not be discriminated against as such. In addition, the work schedules, methods and means of departmental operation are solely and exclusively the responsibility of the Employer, subject, however, to the provisions of this agreement.

III. DUES CHECK-OFF

(a) The Employer agrees to deduct the union membership initiation fee and dues, once each month, from the pay of those employees who individually authorize in writing that such deductions be made. All authorizations delivered to the Employer prior to the first day of the month shall become effective during that succeeding month. Check-off monies will be deducted from the second paycheck of each month and shall be remitted together with an itemized statement to the local treasurer, within fourteen (14) days after the deductions have been made.

(b) An employee shall cease to be subject to check-off deductions beginning with the month immediately following the month in which he is no longer a member of the bargaining unit. Any employee may voluntarily cancel or revoke the Authorization for Check-off deduction upon written notice to the Employer and the Union during the fifteen (15) day period prior to the end of calendar year.

(c) The Union will protect and save harmless the Employer from any and all claims, demands, suits, and other forms of liability by reason of action taken by the Employer for the purpose of complying with this section.

IV. BASIS OF REPRESENTATION

Section 1

There shall be one steward and an alternate steward.

Stewards will be permitted to leave their work, after obtaining approval of their respective supervisors and recording their time, for the purpose of adjusting grievances in accordance with the grievance procedure and for reporting to the grievant a change in status of his grievance. Permission for stewards to leave their work stations will not be unreasonably withheld. Stewards will report their time to their supervisor upon returning from a grievance discussion.

The privilege of stewards to leave their work during working hours, without loss of pay, is extended with the understanding that the time will be devoted to the prompt handling of grievances and will not be abused, and that they will continue to work at their assigned jobs at all times except when permitted to leave their work to handle grievances.

Section 2

There shall be a grievance committee consisting of the two members of the unit to be selected by the Union and certified in writing to the Employer.

The Employer shall meet whenever necessary, at a mutually convenient time, with the union grievance committee. The purpose of grievance committee meetings will be to adjust pending grievances, and to discuss procedures for avoiding future grievances. In addition, the committee may discuss with the Employer other issues which would improve the relationship between the parties.

V. GRIEVANCE PROCEDURE

The Employer and the Union support and subscribe to an orderly method of adjusting employee grievances. To this end, the Employer and the Union agree that an employee should first bring his problem or grievance to the attention of the Sheriff or his designee with or without his steward within five (5) days of the occurrence, who shall attempt to resolve the grievance informally. Dismissals, suspensions, demotions and disciplinary actions of any type shall not be a subject for the grievance procedure but shall be processed according to the procedures of the Personnel Appeal Board.

Step 1

If the grievance is not settled informally, it shall be discussed with the steward and shall be reduced to writing, signed by the grievant and submitted to the Sheriff or his designee.

Step 2

The written grievance shall be discussed between the steward and the Sheriff or designee. The Sheriff/designee will attempt to adjust the matter and will give his written decision within five (5) days (excluding Saturday, Sunday, and holidays) of receipt of the written grievance.

Step 3

Any grievance not settled at Step 2 may be submitted to the next meeting of the grievance committee. Any grievance not submitted to the next grievance committee meeting, by written notification to the Employer within five (5) days of the immediate supervisor's written decision, shall be considered dropped.

Any matter not settled in Step 3 of the grievance procedure may be submitted to final and binding arbitration by either of the parties. A request for arbitration must be submitted by written notice to the other party within fifteen (15) days after the grievance committee meeting. Expenses for arbitration shall be borne equally by both parties.

If the parties fail to select an arbitrator, one will be selected under the rules of the Michigan Employment Relations Commission.

The arbitrator shall have no power or authority to add to, subtract from, alter or modify the terms of this Agreement, or set a wage rate.

Any grievance not appealed from a decision in one of the steps of the grievance procedure, to the next step as prescribed, shall be considered dropped and the last decision final and binding, except that time limits may be extended by mutual written agreement of the parties.

VI. BULLETIN BOARD

The Employer shall assign space for a bulletin board which shall be used by the Union for posting notices, bearing the written approval of the President of the Union local, which shall be restricted to:

- (a) Notices of Union recreational and social affairs;
- (b) Notices of Union elections;
- (c) Notices of Union appointments and results of Union elections;
- (d) Notices of Union meetings;
- (e) Other notices of bona fide Union affairs which are not political or libelous in nature.

VII. SENIORITY

Employees covered by this Agreement shall acquire seniority by working six (6) continuous months in the unit, in which event the employee's seniority will date back to the date of appointment to his current classification. When the employee acquires seniority, his name shall be placed on the seniority list, in the order of his seniority date.

A seniority list shall be furnished to the Union every six (6) months showing the officers' date of appointment to each classification within the unit.

An employee shall lose his seniority for the following reasons:

- (a) If the employee resigns or retires;
- (b) If the employee is discharged, and not reinstated;
- (c) If the employee is absent from work for three (3) working days, without properly notifying the Employer, unless a satisfactory reason is given;
- (d) If the employee does not return to work at the end of an approved leave;
- (e) If the employee does not return to work when recalled from a layoff.

VIII. LAYOFF, RECALL AND TRANSFERS

(a) If and when it becomes necessary for the Employer to reduce the number of employees in the work force, the employees will be laid off in seniority order, provided a Captain shall have the right to use his greater seniority to bump a Lieutenant with less seniority, and a Lieutenant the right to use his greater seniority to bump a Sergeant with less seniority, based on capability of performing available jobs and shall be recalled in the same order.

(b) If and when an employee is permanently transferred to another division within the Department, the president or chief steward shall be notified of said transfer by the Employer.

(c) If and when an employee is permanently transferred to another assignment within the department the employee shall be provided a minimum of five (5) working days notice. Should exigent circumstances exist, the five (5) working days notice shall be waived.

IX. PROMOTIONS

All promotions within the bargaining unit shall be made on a basis of a Competitive Examination as provided for in the Oakland County Merit System, or the Sheriff may promote the most qualified employee in accordance with his professional judgment.

X. FALSE ARREST INSURANCE

Employees covered by this agreement shall be provided, by the Employer, a policy of false arrest liability insurance. The premiums for such insurance will be paid by the County.

XI. GENERAL CONDITIONS

Section 1

The Union shall be notified in advance of anticipated permanent major changes in working conditions and discussions shall be held within reasonable time if requested by the Union.

Section 2

The provisions of this agreement shall be applied equally and without favoritism to all

employees in the bargaining unit. There shall be no discrimination as to age, sex, marital status, race, color, creed, national origin or political affiliation. The Union shall share equally with the Employer the responsibility for applying this provision of the agreement.

Section 3

Employees elected to any permanent full time Union office or selected by the Union to do work which takes them from their employment with the County, shall at the written request of the Union be granted a leave of absence without pay. The leave of absence shall not exceed two (2) years, but it shall be renewed or extended for a similar period at any time upon the written request of the Union.

Section 4

When any position not listed on the wage schedule is filled or established, the County may designate a job classification and rate structure for the position. In the event the Union does not agree that the rate for the classification is proper, the Union shall have the right to submit the issue as a grievance through the grievance procedure within a three (3) month period.

Section 5

Any employee who is eligible for overtime compensation and who is required to work overtime which is not contiguous to the employee's regular work schedule shall be entitled to a minimum of two (2) hours work or pay for weekdays and three (3) hours work or pay for weekends at the time-and-one-half rate, and three (3) hours work or pay on holidays at the appropriate holiday rate. (Weekdays are defined as the first five (5) days of work which are part of an employee's regular work schedule.)

Court duty appearance pay shall be applied in the following manner: When officers eligible for overtime compensation are required to appear in court, they shall be compensated at the rate of time and one-half for all time spent in court, with a guarantee of a minimum of two hours pay per day.

Under the following conditions:

1. Case must be of a criminal nature or related to traffic enforcement.
2. Officer must be off duty at court time.

Section 6

All Sergeants and Lieutenants will be entitled to make a shift preference selection within their division (Corrective Services-Main Jail, Corrective Services-Satellites, Patrol Services) in April and October of each year. This shift preference selection is to be based on seniority within classification (time in grade) and is subject to the approval of the Sheriff. It is understood that approval will not be unreasonably withheld.

It is understood that not withstanding any other agreement, regulation or provision to the contrary, employees classified as Sergeants and Lieutenants will not be eligible for shift premium.

It is further understood that all provisions of this section related to shift selection in no way effects the Sheriff's right to determine assignments.

XII. ADOPTION BY REFERENCE OF RELEVANT RESOLUTIONS AND PERSONNEL POLICIES

All Resolutions of the Oakland County Board of Commissioners, as amended or changed, from time to time, relating to the working conditions and compensation of the employees covered by this agreement, and all other benefits and policies provided for in the Oakland County Merit System, which incorporates the Oakland County Employee's Handbook, are incorporated herein by reference and made a part hereof to the same extent as if they were specifically set forth.

XIII. RETIREMENT BENEFITS

All Resolutions of the Oakland County Board of Commissioners, as amended and in existence of the date of this Agreement and as modified by prior collective bargaining agreements

between the parties, relating to Retirement System benefits, and all retirement system benefits and policies provided for in the Oakland County Employees' Handbook, Oakland County Merit System, except as provided and amended herein, are incorporated herein by reference and made a part hereof to the same extent as if they were specifically set forth, subject to the following: To the extent of any conflict between the provisions below and the Oakland County Employees' Retirement Program, Oakland County Merit System, or the Oakland County Employees' Retirement System Restated Resolution, the following provisions shall be controlling:

1. Effective January 1, 1978, employees hired after this date will not be eligible to include final sick leave or annual leave cash-in payments as part of their "Final Average Compensation" for the purpose of computing retirement benefits.
2. Effective January 1, 1989, all employees with eight (8) or more years of full-time County service shall be eligible for the Military Buyback Option as developed by the Oakland County Retirement Commission and approved by the Oakland County Board of Commissioners. Employees who are eligible for the Military Buyback prior to the final ratification of this agreement, and failed to exercise the option, will be allowed to buy back up to two (2) years of military service at the Employer's actual cost as determined by the Employer's actuary.
3. Effective June 1, 1994, employees new to the bargaining unit shall not be entitled to use overtime pay as part of "Final Average Compensation" for the calculation of retirement benefits.
4. Effective January 1, 1995, unit employees who have twenty-five (25) years of service with the Sheriff's Department, after compliance with all other requirements, may be eligible for retirement regardless of their age.
5. Any individual, who enters the bargaining unit through promotion or otherwise, who is a participant in the County's Defined Contribution Retirement Plan shall continue to be a participant in the Defined Contribution Retirement Plan and shall not be a participant in the County's Defined Benefit Retirement Plan.
6. Effective March 19, 1998, (i.e., with respect to payroll dates and amounts on and after March 19, 1998), all members of the Defined Benefit Retirement System shall contribute 5% of the amount of compensation used in computing "Final Average Compensation" as member contributions to the Defined Benefit Retirement System which will be used to fund, in part, the retirement benefits provided by the Defined Benefit Retirement System. Effective March 19, 1998, the required employee contributions of 5% of "compensation" (as defined in Section 3(a) of the Restated Resolution of the Rules and Regulations governing the Oakland County Employees'

Retirement System as revised May 21, 1992, excluding overtime with respect to employees hired on or after June 1, 1994, and sick leave and annual leave cash in payments for employees hired after January 1, 1978) shall be picked up (i.e., assumed and paid) by the Employer for purposes of Internal Revenue Code Section 414(h)(2) of the Internal Revenue Code. Said Employer contributions will be paid by the Employer to the Defined Benefit Retirement System plan and no employee shall have any option of choosing to receive the amounts directly. This 414(h)(2) arrangement shall not affect determination of final average compensation for pension contribution purposes.

7. Effective March 19, 1998, with respect to all persons who are active employees and members of the Defined Benefit Retirement System on or after March 19, 1998, the percentage factor used to compute applicable benefit amounts will be 2.5%. Provided, however, that in order to be eligible for and to receive the 2.5% factor, an employee is required to be an active member of the Command Officers bargaining unit for two (2) full years.
8. Vested former members must continue to meet the requirements of the Retirement System Restated Resolution in effect at the time said person terminated their employment and terminates their membership in the Retirement System as an active employee.
9. All bargaining unit employees shall have the option to transfer from the Defined Benefit Retirement Program to the Defined Contribution Retirement plan as set forth in Miscellaneous Resolution #94275, and as approved by the Internal Revenue Service, based on a multiplier of 2.2%.

Eligible employees must exercise this option between April 1, 2000 and May 31, 2000. The calculations will be based on the status of the participant's defined benefit retirement account as of December 31, 1999. In lieu of any increase in value in the Defined Benefit Account from continued employment between December 31, 1999 and the date of payment to the Defined Contribution Retirement Plan, each electing participant shall receive interest at the rate of 7.5% per annum on his/her account. Election shall be made by delivering a signed copy of the election form to the County Personnel Department. Once an employee elects to transfer from the Defined Benefit Retirement Program to the Defined Contribution Retirement Plan, that employee shall not be eligible to be a participant in the Defined Benefit Retirement Program at any time thereafter.

10. The Union agrees to fully cooperate and to take any action necessary with the County in obtaining or continuing any necessary Internal Revenue Service rulings or other requirements or any other requirements imposed by any government or other authority concerning the Defined Benefit Retirement Plan or the Defined Contribution Retirement Plan.

11. Employees hired on or after January 1, 1989, who subsequently retire from County service shall not be eligible for County reimbursement of Medicare Part B payments.
12. Effective with the execution of this Agreement, employees retiring with 25 years service in the Department shall be eligible for health care benefits as provided under the Oakland County Retiree's health care plan regardless of their age.
13. The County shall make the following contributions and matchings contributions to the Defined Contribution Retirement Plan for employees hired prior to May 27, 1995:
 - (1) For calendar year 2000 the County shall contribute 11% of base wages to the Defined Contribution Retirement Plan and the employee shall contribute 4% of base wages to the Retirement Plan.
 - (2) For calendar year 2001 the County shall contribute 12% of base wages to the Defined Contribution Retirement Plan and the employee shall contribute 5% of base wages to the Retirement Plan.
14. All bargaining unit employees hired on or after May 27, 1995, shall only be eligible to participate in the Defined Contribution Retirement Plan, as adopted by the Board of Commissioners in Miscellaneous Resolution #94185.

The County shall make the following contributions and matching contributions to the Defined Contribution Retirement Plan:

- (1) For calendar year 2000 the County shall contribute 7% of base wages to the Defined Contribution Retirement Plan and the employee shall contribute 1% of base wages to the Retirement Plan.
 - (2) For calendar year 2001 the County shall contribute 8% of base wages to the Defined Contribution Retirement Plan and the employee shall contribute 2% of base wages to the Retirement Plan.
 - (3) Effective with the execution of this agreement, the contribution for employees in the Defined Contribution Retirement Plan hired on or after 05/27/95, the County will contribute 10% of base wages and the employee will contribute 5% of base wages to Retirement Plan.
15. The following employees shall only receive retiree health care benefits pursuant to Miscellaneous Resolution #94292:
 - A. Any employee hired or non-vested former employee rehired on or after May 27, 1995;

- B. Any employee entering the bargaining unit who is already subject to Miscellaneous Resolution #94292.
- C. Employees hired after the ratification of this agreement will be a part of the Health Savings Account Retirement Program. New employees in this bargaining unit who are promoted from the O.C.D.S.A. will continue in the same retirement health care plan as they had been in that bargaining unit.

Retiree Health Care

Except for the members of this bargaining unit who are solely covered by the Retiree Health Savings Account, the Employer and the Union agree that when the Union member retires, he/she shall become a part of the County's general retiree group and as such shall participate in the health care program that the County provides to retirees and their eligible dependants.

The Employer and the Union acknowledge and agree that the Union and its members have assurance under Oakland County Ordinance #27 that the retiree health care benefits shall be provided through either (a) the County and/or (b) a government program (e.g., Medicare); and that basic retiree health care shall be maintained.

The parties also acknowledge and agree that the Employer shall continue to have the right to select cost-effective funding methods, administrators, and to reasonably modify, from time to time, the portion of the total cost to be borne by retirees for receiving such benefits (e.g., co-pays and deductibles).

The parties also agree that the Employer can modify its retiree health care programs so that the County and its retirees can participate in any government sponsored program or policy as long as the benefits provided are of comparable coverage as provided in Oakland County Ordinance #27.

XIV. MAINTENANCE OF CONDITIONS

Wages, hours and conditions of employment legally in effect at the execution of the Agreement shall, except as modified herein, be maintained during the term of this agreement.

XV. ECONOMIC MATTERS

The agreement between the parties on economic matters are set forth in Appendix A and Appendix B attached hereto and are incorporated into this collective bargaining agreement, subject to the terms and conditions thereof.

XVI. NO STRIKE - NO LOCKOUT

Under no circumstances will the Union cause or authorize or permit its members to cause, nor will any member of the bargaining unit take part in, any strike, sitdown, stay-in or slowdown or any violation of any State law. In the event of a work stoppage or other curtailment, the Union shall immediately instruct the involved employees in writing, that their conduct is in violation of the contract and that all such persons shall immediately cease the offending conduct.

The Employer will not lockout any employees of the bargaining unit during the term of this agreement.

XVII. DURATION

This agreement shall remain in full force and effect from October 1, 2008 to midnight, September 30, 2009. The agreement shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing, one hundred twenty (120) days prior to September 30, 2009, that it desires to modify the agreement. In the event that such notice is given, negotiations shall begin within a reasonable period of time. This agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this agreement is provided to the other party in the manner set forth in the following paragraph.

In the event that either party desires to terminate this agreement, written notice must be given to the other party no less than ten (10) days prior to the desired termination date which shall not be before the anniversary date set forth in the preceding paragraph.

It is agreed and understood that the provisions contained herein shall remain in full force and effect so long as they are not in violation of applicable statutes and ordinances and remain within the jurisdiction of the County of Oakland.

COMMAND OFFICERS ASSOCIATION
OF MICHIGAN

Kenneth E. Grabowski
Business Agent

OAKLAND COUNTY COMMAND
OFFICERS ASSOCIATION

Chas R. Jones - PRESIDENT

L. C. Clark - TREASURER

COUNTY OF OAKLAND, A Michigan
Constitutional Corporation

By _____
Michael Bouchard, Sheriff

By _____
Bill Bullard Jr., Chairperson

By _____
L. Brooks Patterson, County Executive

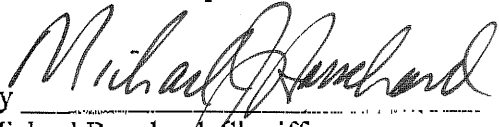
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COMMAND OFFICERS ASSOCIATION OF MICHIGAN

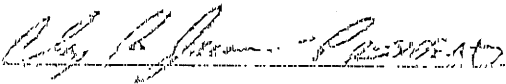


Kenneth E. Grabowski
Business Agent

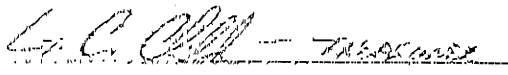
COUNTY OF OAKLAND, A Michigan Constitutional Corporation

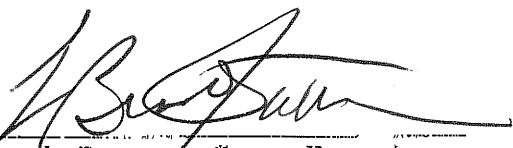
By 
Michael Bouchard, Sheriff

OAKLAND COUNTY COMMAND OFFICERS ASSOCIATION

 - PRESIDENT

By 
Bill Bullard Jr., Chairperson

 - TREASURER

By 
L. Brooks Patterson, County Executive

APPENDIX A

I. SALARIES FY 2008

The following bi-weekly salary schedule shall prevail effective and retroactive to September 29, 2007:

<u>Classification</u>	<u>Base</u>	<u>1 Year</u>	<u>2 Year</u>
Captain	3155.03	3260.30	3365.80
Lieutenant	2883.14	2971.46	3059.83
Sergeant	2668.46	2722.30	2781.65

FY09

The following bi-weekly salary schedule shall prevail effective and retroactive to September 27, 2008:

<u>Classification</u>	<u>Base</u>	<u>1 Year</u>	<u>2 Year</u>
Captain	3186.58	3292.90	3399.46
Lieutenant	2911.97	3001.17	3090.43
Sergeant	2695.14	2749.52	2809.47

Effective with the O.C.D.S.A.'s 312 decision, the differential at the 2 year step of the Sergeant for FY 2008 will be 14% and for FY 2008 will be 15% at a minimum above the 5 year step of the 312 Eligible Deputy II rate (including road bonus.) The 10% differential will continue between the top step of each classification in this bargaining unit – any increase for FY2008, and/or FY2009, will be retroactive to the beginning of the first pay period of the respective fiscal year.

II. CAPTAIN WEEKEND DUTY PAY

The one Captain designated to be on-call during a week, including non-office hours on weekdays and on Saturday and Sunday, and who shall be on-call and shall work scheduled or called, shall be compensated \$700.00 per week of such schedule. Captains are no longer required to report to the Sheriff's Office on Holidays but will be on call.

III. CLOTHING ALLOWANCE

Eligible non-uniformed Sergeants and Lieutenants shall receive a clothing and cleaning allowance at an annual rate of \$375.00 payable in installments of \$187.50 in June and \$187.50 in December.

Effective October 18, 2007, twelve (12) of the above non-uniformed Sergeants and three (3) of the above non-uniformed Lieutenants required by the Sheriff to wear a suit and tie shall be entitled to an additional \$200.00 clothing and cleaning allowance annually. This additional allowance shall be paid in installments of \$100.00 and added to the \$187.50 paid in June and December of each calendar year.

Officers assigned plain clothes duty by the Sheriff for 30 consecutive days or more shall be entitled to a pro-rated clothing and cleaning allowance.

IV. DIVERS PREMIUM PAY

- (a) Divers shall receive straight time pay for on-duty hours of work.
- (b) For all hours on the job other than on-duty hours, the diver shall receive time and one-half pay.
- * (c) The divers shall receive premium pay of \$5.00 per hour over and above the rates set forth in sections (a) and (b) above when performing diving activities.
- * (d) When diving under the ice, divers shall receive premium pay of \$10.00 per hour over and above the rates set forth in sections (a) and (b) above.

*Computation of the \$5.00 per hour and \$10.00 per hour premium pay shall be computed to the nearest one-half (2) hour.

APPENDIX B

For the following fringe benefits, refer to the Oakland County Employees' Handbook:

1. Injury on the Job
2. Holidays
3. Leave of Absence
4. Death Benefits
- 5.* Longevity
6. Medical and Master Medical Coverage
7. Sick Leave
8. Annual Leave
- 9.** Disability Coverage
- 10.*** Dental Coverage
- 11.**** Tuition Reimbursement

The fringe benefits modified in previous collective bargaining agreements shall continue in effect as modified and described in the Oakland County Employee's Handbook.

* Merit Rule No. 2, Section VII, "Service Increment Pay", shall not apply to any employee hired after March 15, 1984.

** Eligibility for County-provided medical and master medical coverage while on LTD shall be as follows: An employee on LTD will be eligible for County-provided medical and master medical coverage for up to six (6) months from the date of LTD eligibility provided he/she has applied for and were turned down for Social Security Disability and Medicaid and have no other medical and master medical coverage available and providing the employee has not allowed his/her medical and master medical coverage to lapse.

*** Dental benefits increased consistent with Miscellaneous Resolution # 99189.

**** Tuition Reimbursement increased consistent with the Fiscal Year 2000 budget.

BENEFITS 2008-2009

Effective with the execution of this agreement the members of this bargaining unit shall continue healthcare contributions at the current rate. Should the 312 eligible deputies' contributions be increased for 2008 and/or 2009, the members of this bargaining unit health care contributions will be increased to the same level of contribution as the 312 eligible deputies and will become effective as of the date of the O.C.D.S.A. 312 Award. Any retroactivity award will not effect members of this bargaining unit.

MILEAGE

Employees required to drive their personal vehicle on official County business shall be reimbursed for miles traveled at the rate equivalent to the IRS mileage rate.

SHERIFF'S PHYSICAL FITNESS INCENTIVE PROGRAM

Two Sheriff Leave Days to be tied into Sheriff's Physical Fitness Incentive Program; one day for meeting the to be established standards and one additional day if standards maintained for all of the following calendar year.

Beginning with calendar year 2005 – one day will be provided if fitness standards are met by December 2004.

Beginning with calendar year 2006 – two days will be provided if fitness standards are retained after re-testing at the end of calendar year 2005.

In order to retain these two additional holidays for future years, re-testing must be done and standards met by the end of each subsequent calendar year.

These holidays earned for obtaining and maintaining the Sheriff's physical fitness standards must be used within the calendar year in which they are earned and they may not be accumulated in a "bank" nor shall they be assigned any cash value that will be paid to the employee.

The above program is voluntary.