

Abby

AGREEMENT
BETWEEN
ROSCOMMON COUNTY BOARD OF COMMISSIONERS
AND
ROSCOMMON COUNTY SHERIFF
AND
COMMAND OFFICERS ASSOCIATION OF MICHIGAN
ROSCOMMON COUNTY SERGEANTS AND LIEUTENANTS

Effective January 1, 2007 through December 31, 2010

AGREEMENT

THIS AGREEMENT entered into between the Roscommon Board of Commissioners and the Sheriff for the County of Roscommon, together hereinafter referred to as the "Employer", and the Command Officers Association of Michigan, hereinafter referred to as the "Union", expresses all mutually agreed covenants between the parties heretofore.

PURPOSE AND INTENT

This Agreement has as its purpose the promotion of harmonious relations between the Employer and the Union, the establishment of rates of pay, hours of work, and other specified conditions of that employment.

The parties recognize that the interest of the community, the Union and the job security of the employees depend upon the County and the Sheriff's success in establishing a proper service to the community, and to these ends the County, the Sheriff, and the Union encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels and among all employees.

ARTICLE I
RECOGNITION

1.1: Collective Bargaining Unit. The Employer hereby agrees to recognize the Union as the exclusive bargaining representative as defined in Act No. 336, State of Michigan Public Acts of 1947, as amended, for all the employees employed by the Employer in the following described unit for the purposes of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment:

All full-time and regular part-time employees of the sheriffs department of Roscommon County classified as sergeants and lieutenants, but excluding the sheriff, under sheriff, deputies, corporals, secretary/corrections, corrections officers, marine safety officer, marine deputy, court officer/process servers, security technician and animal control officers.

1.2: Definitions. The terms "employee" and "employees" when used in this Agreement shall refer to and include those employees who are employed by the County in the collective bargaining unit set forth in Article I.

ARTICLE II
UNION REPRESENTATION

2.1: Union Representatives. The Employer agrees to recognize one (1) unit President and two (2) Stewards who shall be selected by the Local Association from employees in the bargaining unit who have completed their probationary period. The Union will furnish the Employer with the names of its authorized representatives and members of its committee who are employed within the unit and such changes as may occur from time to time in such personnel, so that the Employer may at all times be advised as to the authority of the individual representatives of the Union, and the Employer shall not be required to recognize or deal with any other than those so designated.

2.2: Union Representative's Duties. Union Representatives shall meet with County officials and the Sheriff for the purpose of negotiating modifications to this Agreement. Union Representatives shall also act in a representative capacity for processing grievances for members of the collective bargaining unit, as provided in the Grievance Procedure.

2.3: Lost Time. The Employer agrees that the recognized employee Local Association representatives shall not lose time or pay, while acting in a representative capacity during the processing of grievances and attending meetings or negotiations with officials of the Employer, but employees shall be paid only for the straight time hours they would have worked on their regular schedule.

2.4: The Employer recognizes the Command Officers Association of Michigan (COAM) as the bargaining agent and as such may represent Employees at negotiations, grievances, hearings and may meet with Employee and Employer on County property at any time.

ARTICLE III
AGENCY SHOP

3.1: Agency Shop. As a condition of continued employment, all employees included in the collective bargaining unit shall, after this Agreement is entered into, either become members of

the Union and pay to the Union the dues and initiation fees uniformly required of all Union members or pay to the Union a service fee equivalent to the periodic dues required of Union members.

3.2: Hold Harmless. The Union agrees to indemnify and save the Employer harmless against any and all claims, suits, or other forms of liability arising out of the deduction of dues, initiation fees, or the service fee equivalent to periodic dues provided herein.

3.3: Union Membership. Membership in the Union is not compulsory and is a matter separate, distinct, and apart from an employee's obligation to share equally the costs of administering and negotiating this Agreement. All employees have the right to join, not join, maintain, or drop their membership in the Union as they see fit. The Union recognizes; however, that it is required under this Agreement to represent all employees included within the various collective bargaining units without regard to whether or not the employee is a member of the Union.

ARTICLE IV
DUES CHECKOFF

4.1: During the life of this Agreement, the Employer agrees to deduct Union membership dues and initiation fees or, in the case of Non-Union employees, the service fee equivalent from the pay of each employee who executes and files with the County a proper check off authorization form supplied by the Union. The Employer agrees to provide this service without charge to the employee or Union. The check off form must be filed with the County Clerk, prior to the employee starting work.

4.2: A properly executed copy of the- written check off authorization form for each employee for whom dues, initiation, and service fees are to be deducted hereunder shall be delivered to the Employer before any payroll deductions are made. Any written authorization which lacks the employee's signature will be returned to the Union by the Employer.

4.3: Deductions for dues shall be made from each pay period, provided the employee has sufficient net earnings to cover the dues and/or initiation fees. In the event an employee is absent from work during the entire pay period, such deductions shall be made from the first (1st) pay period following that the employee works, together with the deduction for the current pay period. Deductions for each pay period shall be remitted to the designated Treasurer of the Union at 27056

Joy Road, Redford, Michigan 48239, not later than the next working day following the payday.

4.4: In cases where a deduction is made which duplicates a payment already made to the Union by an employee or where a deduction is not in conformity with the provisions of the Union's bylaws, refunds to the employee will be made promptly by the Union.

4.5: The Union shall notify the Employer in writing of the proper amount of dues, initiation, and service fees and any subsequent changes in such amounts.

4.6: If a dispute arises as to whether or not an employee has properly executed or properly revoked a written check off authorization form, no further deductions shall be made until the matter is resolved.

4.7: The Employer shall not be liable to the Union by reason of the requirements of this Article of the Agreement for the remittance of payment of any sum other than that constituting actual deductions made from employee wages, and the Union agrees to hold the Employer harmless for any and all claims arising out of its agreement to deduct dues and initiation fees.

ARTICLE V
MANAGEMENT RIGHTS

5.1: Except as this Agreement otherwise specifically and expressly provides, the Employer retains the sole and exclusive right to manage and operate the County in all of its operations and activities. Among the rights of management, included only by way of illustration and not by way of limitation, is the right to determine all matters pertaining to the services to be furnished and the methods, procedures, means, equipment, and machines required to provide such service; to establish classifications of work and the number of personnel required; to determine the nature and number of facilities and departments to be operated and their location; to direct and control operations; to maintain its operation as in the past; to study and use improved methods and equipment and outside assistance, and in all respects to carry out the lawful, ordinary, and customary functions of County Government, provided, however, that these rights shall not be exercised in violation of any specific provision of this Agreement.

5.2: Except as this Agreement otherwise specifically and expressly provides, the Employer shall also have the right to hire, promote, assign, transfer, suspend, discipline, discharge for just cause, lay off, and recall personnel; to establish reasonable rules and regulations and penalties for violation of such rules; to make judgments as to ability and skill; to determine work loads, to establish and change work schedules, to provide and assign relief personnel, provided, however, that these rights shall not be exercised in violation of any specific provision of this Agreement, and as such they shall be subject to the Grievance and Arbitration Procedure established herein.

5.3: The parties to this agreement recognize and agree that all issues pertaining to economics, including questions on wages, placement in wage classifications and similar issues are solely within the jurisdiction and authority of the County and shall be referred to the Labor Relations Committee of the Board of Commissioners.

ARTICLE VI
SPECIAL CONFERENCES

6.1: Special Meetings. The Employer and the Union agree to meet and confer on matters of clarification of the terms of this Agreement upon the written request of either party. The written request shall be made in advance and shall include an agenda stating the nature of the matters to be discussed and the reason(s) for requesting the meeting. Discussion shall be limited to matters set forth in the agenda, but it is understood that these special meetings shall not be for the purpose of conducting continuing collective bargaining negotiations nor in any way modify, add to, or detract from the provisions of this Agreement. Special meetings shall be held within fourteen (14) days of receipt of the written request at a time and place which is mutually agreeable to both parties.

ARTICLE VII
GRIEVANCE PROCEDURE

7.1: Grievance Definition. For purposes of this Agreement, a "grievance" shall mean a complaint filed by an employee or the Union concerning the application or interpretation of this Agreement.

7.2: Grievance Procedure. All grievances shall be handled in the following manner:

Step I - Verbal-Sheriff. An employee with a grievance shall discuss the matter with the Sheriff or his designee with the object of resolving the matter

informally. It is understood that this step B mandatory.

Step II - Written-Sheriff. If the grievance is not satisfactorily resolved at Step I the grievance shall be reduced to writing setting forth the facts, the alleged violations and the remedy requested. This grievance is to be signed by the aggrieved party to be a valid grievance. It must be presented to the Sheriff in written form within fifteen (15) days of the date of the incident which gave rise to said grievance.

- A. The Sheriff shall answer said grievance within ten (10) days by placing his written disposition and explanation thereupon and returning it to the local union representative.

Step III - Labor Relations Committee. If the grievance is not satisfactorily resolved in Step II, an appeal to Step III may be submitted to the office of the County Clerk within ten (10) days following receipt of the Sheriff's answer in Step II.

- A. The Employer shall within ten (10) days after the grievance has been appealed, cause a meeting to be held between representatives of the County and representatives of the Union. The representatives of the County shall be the members of the Labor Relations Committee. The aggrieved employee may be present. Either party may have non-employee representatives present.
- B. If the meeting cannot be held within the ten (10) day period, it shall be held on mutually convenient dates and times during regularly scheduled business hours.
- C. The Employer shall, within ten (10) days of said meeting, return its written answer to the local unit president.
- D. In order for a decision to be final at Step III it must be signed by the chairman of the County Labor Relations Committee and the chairman of the Board of Commissioners.

7.3: Economic Grievances. All economic grievances shall be handled in the same fashion as non-economic grievances, except that the Labor Relations Committee shall be substituted in the place of the Sheriff.

7.4: Grievance Resolution. The time limits set forth in Steps II and III of the Grievance Procedure shall be stayed during the period which economic grievance resolutions are referred to the County Board of Commissioners. The Board of Commissioners shall consider any such grievances at their next regular meeting. All grievances which are satisfactorily resolved at the first (1st) or second (2nd) step of the Grievance procedure, if the grievance has economic implications, must be approved by the Board of Commissioners before they shall become final. All grievances settled must have the signature of the COAM representative.

7.5: Grievance Form. The grievance form shall be furnished by the Union.

7.6: Time Limitations. The time limits established in the Grievance Procedure shall be followed by the parties hereto. If the time procedure is not followed by the Union, the grievance shall be considered settled. If the time procedure is not followed by the Employer, the grievance may be advanced to the next step by the Union. The time limits established herein may be extended by mutual agreement in writing.

7.7: Time Computation. Saturday, Sunday and holidays recognized by this Agreement shall not be counted under the time procedures established in the Grievance Procedure.

7.8: Union Grievances.

- A. It is agreed that all grievances, disputes, or complaints between the Employer and the Union or any employee or employees arising under and during the terms of this Agreement shall be settled in accordance with the procedure herein provided and that only the Union shall have the right to assert and press against the Employer any claim, proceeding, or action asserting a violation of this Agreement.
- B. No employee or former employee shall have any right under the Agreement in any claim, proceeding, action, or otherwise on the basis or by reason of any claim that the Union or any Union representative has acted or failed to act relative to presentation, prosecution, or settlement of any grievance or other matter as to

which the Union or any Union Representative has the authority or discretion to act under the terms of this Agreement.

7.9: Election of Remedies. When comparable remedies are sought for any complaint and/or grievance of an employee through any administrative or statutory scheme or procedure, in addition to the grievance procedure provided under this Agreement, the Union and the affected employee shall withdraw the grievance with prejudice. If an employee elects to use the grievance procedure provided for in this Agreement and, subsequently, elects to utilize the statutory or administrative remedies, then the grievance shall be deemed to have been withdrawn and the grievance procedure provided for hereunder shall not be applicable and any relief granted shall be forfeited.

ARTICLE VIII
ARBITRATION

8.1: Arbitration Request. If the grievance is not satisfactorily resolved in Step 111, the Union may request arbitration by notifying the office of the County Clerk in writing within twenty (20) days after receipt of the Employer's answer in Step 111. If the Union does not request arbitration in the manner herein provided, the grievance shall be deemed to be settled on the basis of the Employer's last disposition.

8.2: Selection of Arbitrator. If, pursuant to the Grievance procedure established in this Agreement, a timely request for arbitration is filed by the Union on a grievance, the parties shall promptly select by mutual agreement one (1) arbitrator who shall be selected from a panel of arbitrators submitted by the Michigan Employment Relations Commission by each party alternately striking a name. The remaining name shall serve as the arbitrator. In the event the Michigan Employment Relations Commission is unable to provide such service, Federal Mediation and Conciliation Service shall be used. The fees and expenses of the arbitrator shall be paid by the loser.

8.3: Arbitrator's Powers. The arbitrator's powers shall be limited to the application and interpretation of this Agreement as written. The arbitrator shall be at all times governed wholly by the terms of this Agreement, and he shall have no power or authority to amend, alter, or modify this Agreement in any respect. If the issue of arbitrability is raised, the arbitrator shall only determine the merits of the grievance if arbitrability is affirmatively decided. By accepting a case

from the parties, the arbitrator acknowledges his limitations of authority and agrees not to decide an issue which is outside of his jurisdiction under this Agreement. The arbitrator recognizes that the Employer is governed by certain laws of the State of Michigan, and the arbitrator agrees that this Agreement shall be interpreted and construed consistent with such laws. Any award of the arbitrator shall not be retroactive prior to ten (10) days of the time the grievance was first submitted in writing.

8.4: Arbitration Awards. Arbitration awards shall be final and binding on the Employer, Union, and the employees. However, each party reserves the right to challenge arbitration or awards there under if the arbitrator has exceeded his jurisdiction or has arrived at his award fraudulently or by improper means.

ARTICLE IX
DISCIPLINARY PROCEDURE

9.1: Just Cause. The Sheriff shall not discharge or discipline an employee except for just cause. Progressive discipline for minor offenses shall be employed. The Union acknowledges, however, that progressive discipline need not be utilized for major infractions.

9.2: Counseling Memorandums. The Union acknowledges that counseling memorandums may be utilized by the Employer. Counseling memorandums shall not be construed as disciplinary action.

9.3: Record. In imposing discipline on a current charge, the Employer will not take into account any disciplinary action which occurred more than twelve (12) months previously and shall remove from his/her file all counseling memos and reprimands over twelve (12) months old, provided that the employee has not received further counseling memos or reprimands for the same or similar offense. For suspensions under five (5) days, the record will be retained for twenty-four (24) months, provided there are no further disciplines for the same or similar offense. Suspensions of five (5) days or more will be permanent records.

9.4: Disciplinary Meetings. Whenever practicable, the Sheriff or his designee will meet with the employee involved and his Union Representative prior to the employee's suspension or discharge.

9.5: Suspensions Pending Investigation. The Sheriff or his designated representative may suspend an employee pending

investigation for up to fourteen (14) calendar days. If the investigation discloses that the employee did not commit the alleged offenses, he shall not suffer any loss of pay or benefits while on suspension. Time limitations provided for in the Grievance Procedure set forth in this Agreement shall not begin to run, or shall any grievance be processed or filed, until the employee receives notification of what disciplinary action, if any, will be imposed as a result of the suspension pending investigation. The Employer, in ordinary circumstances, will give a written statement to the employee suspended pending investigation and to a steward setting forth in general terms the reasons for the suspension pending investigation.

9.6: Notice of Disciplinary Action. At the time of the disciplinary suspension or discharge of a non-probationary employee, the Employer will notify a Local Union Representative in writing of the reasons therefore and will, within the same period of time, cause a copy to be issued to the employee involved.

9.7: Leaving Premises. Whenever possible, the discharged or suspended employee will be allowed to discuss his discharge or suspension with a steward before an employee is required to leave the property of the Employer, and the Employer will make available an area where this may be done.

9.8: Expedited Grievance. Should an employee who has been discharged or suspended consider such discipline to be improper, a grievance may be processed initially at Step III of the Grievance Procedure within five (5) days of such action. The Union may file the grievance on behalf of the employee so disciplined.

ARTICLE X
WORK STOPPAGES

10.1: No-Strike Pledge. The parties to this Agreement mutually recognize that the services performed by employees covered by this Agreement are essential to the public health, safety, and welfare. The Union therefore agrees that there shall be no interruption of these services, for any cause whatsoever, by the employees it represents, nor shall there be any concerted failure by them to report for duty, nor shall they absent themselves from their work, stop work, or abstain in whole or in part from the full, faithful, and proper performance of the duties of their employment, or picket the Employer's premises.

The Union further agrees that there shall be no strikes, sitdowns, stay-ins, stoppages of work, or any acts

that interfere in any manner or to any degree with the services of the County, as long as this Agreement is in force.

10.2: Violation of No-Strike Pledge. Any employee who engages in any activity prohibited by Section 10.1 shall be subject to such disciplinary action as the Sheriff deems appropriate, up to and including discharge. Prior to taking any disciplinary action against an employee for violation of Section 10.1, the Sheriff or his designee will meet with the Union Representative.

ARTICLE XI
SENIORITY

11.1: Seniority Definition. Seniority shall be defined as the length of the employee's continuous service with the Roscommon County Sheriff Department commencing from his last date of hire. Employees who are employed on the same date shall be placed on the seniority list in alphabetical order of surnames. The application of seniority shall be limited to the preferences specifically recited in this Agreement.

11.2: Seniority List. The seniority list on the date of this Agreement shall show the names, classifications, and dates of hire of all employees in the bargaining unit. The Employer will keep the seniority list up to date and will furnish the Union an up-to-date list semi-annually.

11.3: Loss of Seniority. An employee shall lose his seniority, and the employment relationship shall end for any of the following reasons:

- A. He quits or retires;
- B. He is discharged or terminated and the action is not reversed through the Grievance Procedure, arbitration, or litigation.
- C. He is absent from work, including the failure to return at the expiration of a leave of absence, vacation, layoff, or disciplinary layoff for five (5) consecutive working days without notifying the Sheriff, excepting extenuating circumstances. This is not to be construed as limiting the right to issue discipline for any unjustified absence;

- D. He has been on layoff for a period of time equal to his seniority at the time of his layoff or twenty-four (24) months, whichever is less;
- E. He is convicted of or pleads guilty or nolo contendere to a felony (excepting an out-of-state concealed weapons charge) or on-duty work-related misdemeanor involving dishonesty or theft;
- F. He is declared legally incapacitated by a Probate Court of competent jurisdiction;
- G. He makes an intentional and material false statement on his employment application or on an application for leave of absence or any other official police report.
- H. He is on extended medical leave in excess of twelve (12) months.

11.4: Super-Seniority. For purposes of layoff and recall only, the recognized Union Representatives shall head the seniority list during the time they hold such representative status.

ARTICLE XII
PROBATIONARY PERIOD

12.1: Probationary Period. All new employees hired from outside of the County shall be considered probationary employees for a period of 2080 hours. If an employee is absent in excess of forty (40) hours during the 2080 hours probationary period, his/her probationary period shall be extended for a like amount of workdays.

12.2: Representation. The Union shall represent probationary employees for the purpose of collective bargaining, however, probationary employees may be terminated at any time by the Employer in its sole discretion and without regard to this agreement, and neither the Employee nor the Union shall have recourse to the grievance procedure over such termination.

12.3: Benefits. During the probationary period, an employee shall be eligible for employee benefits unless expressly provided otherwise in this agreement. After an employee has

successfully completed his probationary period of employment, he shall become a regular full-time employee. His seniority shall be retroactive to his last date of hire.

ARTICLE XIII
LAYOFF AND RECALL

13.1:Layoff. All reductions in the work force shall be accomplished in the following manner:

- A. No permanent or probationary employee shall be laid off from his position in the Sheriff Department while any temporary or irregular employees are serving in the same position in the Department;
- B. The first employee to be laid off shall be the employee with the least seniority in the classification or rank affected; provided however, that the remaining senior employees have the experience, ability, and training to perform the required work. Further layoffs from the affected classification or rank shall be accomplished by the inverse order of seniority, provided, however, that remaining senior employees have the experience, ability, and training to perform the required work.
 - 1. For purposes of this article only, the seniority list shall only have the classifications of "A" sergeants and "B" lieutenants.
- C. Upon being laid off from his classification or rank an employee who so requests shall, in lieu of layoff, be demoted to a lower classification or rank in the Department, provided, however, that he has greater seniority than the employee who he is to replace and he has the qualifications, experience, ability, certifications and training to perform the necessary required work, provided, however, demotions or bumping in lieu of layoff out of the bargaining unit and into the non-supervisory unit shall be subject to and contingent upon non-supervisory unit approval. If no agreement is in effect between the non-supervisory unit and the

command unit, layoff shall be as provided in subsection B above.

- D. Employees who are demoted at their request in lieu of layoff shall initially be paid the same salary step in the range for the lower position to which he has been demoted.

13.2: Layoff Notice. Employees to be laid off for an indefinite period of time will have at least fourteen (14) days notice of layoff. The Unit President will receive a list from the Employer of the employees being laid off on the same date the notices are issued to the employees, whenever practicable.

13.3: Recall. Employees who have been laid off or who have been demoted at their request in lieu of layoff, shall be recalled to their former classification or rank in order of their seniority when the work force is to be increased, provided that the employee has not lost his seniority.

13.4: Notification of Recall. Notification of recall from layoff shall be sent by certified mail, return receipt requested, to the employee's last known address. The notice shall set forth the date the recalled employee is expected to return to work. Employees who decline recall or who, in the absence of extenuating circumstances, fail to respond within ten (10) days of the date the notice was sent shall be presumed to have resigned, and their names shall be removed from the seniority and preferred eligibility lists.

13.5: Rehired Employees. Employees who are rehired to their former classification with the Department, shall not be given credit for prior length of service with the Department, for purposes of pay and vacation leave time.

ARTICLE XIV
LEAVES OF ABSENCE

14.1: Unpaid Personal Leaves.

- A. General. A regular employee who has completed twelve (12) months of employment and worked at least 1250 hours for the Employer in the past twelve (12) months may request an unpaid personal leave of absence for a period not to exceed one (1) calendar year in the case of leaves due to the employees own serious health condition making them unable to perform the functions of their job, or one hundred eighty

(180) days in any one calendar year for any of the other reasons outlined below. All requests must be in writing, must give the reason for the request, must give the expected duration of the leave and must be approved by the Sheriff. An unpaid personal leave of absence may be granted in the following cases:

1. A serious health condition that makes the employee unable to perform the functions of the employee's position;
 2. In order to care for the employee's spouse, child or parent if the person being cared for has a serious health condition;
 3. Because of the placement of a son or daughter with the employee for adoption or foster care and in order to care for such son or daughter;
 4. Because of the birth of a son or daughter of the employee and in order to care for such son or daughter; or
 5. To attend an educational institute, or for other reasons deemed appropriate by the Sheriff.
- B. The Employer may require employees to exhaust all accrued paid leave prior to an unpaid leave of absence.
- C. When a husband and wife are both entitled to leave and are employed by the Employer, the aggregate number of work weeks of leave to which both may be entitled may be limited to twelve (12) work weeks during any twelve (12) month period if the leave is taken due to the birth of a child, the placement of a child or to care for a sick parent.
- D. Leave due to the birth of a child or placement of a child with the employee may not be taken intermittently or on a reduced leave schedule unless the Employer agrees to such an arrangement.
- E. Subject to notification and certification requirements described below, leave to care for a spouse, child or parent or due to a serious

health condition of the employee may be taken intermittently or on a reduced leave schedule when medically necessary.

- F. It is the intent of the Employer and Union that this agreement fully complies with the requirements of the Family and Medical Leave Act of 1993.
- G. Continuation of Benefits. All personal leaves of absence shall be without pay and benefits. The exception to this policy is that the Employer shall continue to pay dental, life, and health insurance premiums for eligible employees employed for at least one (1) year and who have at least 1250 hours of service in the past year (12) months, for up to twelve (12) weeks while the employee is on approved leave of absence under conditions in 14.1,A,1-4 above. This twelve (12) week period shall include any time in which the employee was continuously absent from work on a paid leave of absence, sick leave time, vacation time, or approved personal leaves of absence under this Section, and the Employer shall have no obligation to pay health care premiums for the employee on unpaid personal leave for any time period after twelve (12) weeks from and after the employee's initial absence from work. In all other circumstances, the Employer shall not continue to pay health insurance premiums for the employee. Employees may continue insurance coverages at their own expense during an unpaid personal leave of absence after the periods noted above. An employee will not accumulate sick leave or vacation time, nor be paid for holidays which may fall during the leave period. This twelve (12) week period shall be extended for up to twelve (12) months if a medical doctor selected by the County confirms the need for continued leave. However, if the necessity for the continued leave is not confirmed by the County's designated physician, or is disputed under Section 14.1L insurance benefit shall cease.
- H. Reinstatement After Leave. When a leave of absence under conditions 14.1A 1-4 above is granted for more than twelve (12) weeks, or for more than thirty (30) calendar days under condition 14.1A, 1-4 above, the Employer does not guarantee that the employee will be

reinstated in their former position or to the same grade and step level when he/she is ready to return to work. That decision will be at the discretion of the Employer. The twelve (12) week guaranteed period shall be extended for up to twelve (12) months if a medical doctor selected by the County confirms the need for continued leave. However, if the necessity for the continued leave is not confirmed by the County designated physician, or is disputed under section 14.1L the employee shall;

1. Immediately return to work if a third physician selected under section 14.1L does not confirm the need for the continued leave; or
2. Shall return to the next available vacant position for which the employee is qualified, provided the employee returns to work within twelve (12) months from the beginning of the leave; or
3. Shall be placed on lay off status, if they are medically able to return, but there are not available vacant positions which they are qualified to fill.

I. Notice. For leave taken due to the birth of a child or the placement of the child with the employee, and where the leave is foreseeable based on the expected birth or placement, the employee shall provide the Employer with not less than thirty (30) days notice before the date the leave is to begin, except that if the date of the birth or placement requires leave to begin in less than thirty (30) days, the employee shall provide such notice as soon as practicable. When the employee's leave is due to care of a spouse, child or parent or to the employee's serious health condition and the leave is foreseeable based on planned medical treatment, the employee:

1. Shall make a reasonable effort to schedule the treatment so as not to unduly disrupt the operations of the Employer, subject to the approval of the health care provider and;

2. Shall provide the Employer with not less than thirty (30) days notice before the date leave is to begin, except that if the date of treatment requires leave to begin in less than thirty (30) days the employee shall provide such notice as is practicable.
- J. Certification for medical leaves. For leaves taken to care for a sick spouse, child, or parent or due to a serious health condition of the employee, the Employer may require certification issued by the health care provider of the eligible employee or of the child, spouse or parent of the employee, as appropriate. This certification shall be sufficient if it states:
1. The date on which the serious health condition commenced;
 2. The probable duration of the condition;
 3. The appropriate medical facts within the knowledge of the health care provider regarding the condition;
 4. When applicable, a statement that the eligible employee is needed to care for child, spouse or parent and an estimate of the amount of time that the employee is needed to provide such care;
 5. When applicable, a statement that the employee is unable to perform the functions of the position of the employee;
 6. In cases of certification of intermittent leave or leave on a reduced leave schedule for planned medical treatment, the dates on which the treatment is expected to be given and the duration of the treatment;
 7. In cases of intermittent leave or leave on a reduced schedule due to an employee's serious health condition, a statement of the medical necessity for the intermittent leave or leave on a reduced schedule and

the expected duration of the intermittent leave from the leave schedule; and

8. When intermittent leave or leave on a reduced leave schedule is requested for the purpose of caring for a child, spouse, or parent, a statement that the employee's intermittent leave or leave on a reduced leave schedule is necessary for the care of the child, parent or spouse who has a serious health condition, or will assist in their recovery, and the expected duration and schedule of the intermittent leave or reduced leave schedule.

- K. Second Opinion. In any case where the Employer has reason to doubt the validity of the certification as outlined above, the Employer may require, at the Employer's expense, if not covered by insurance, that the eligible employee obtain the opinion of a second health care provider designated or approved by the Employer concerning any information certified by the original certification. The provider of the second opinion shall not be employed on a regular basis by the Employer.

- L. Resolution of Conflicting Opinions. When the second opinion described above differs from the opinion in the original certification, the Employer may require, at the expense of the Employer, if not covered by insurance, that the employee obtain the opinion of a third health care provider designated or approved jointly by the Employer and the employee concerning the information certified above. The opinion of the third health care provider shall be final and binding on both Employer and employee.

- M. Subsequent Re-certification. The Employer may require that the eligible employee obtain subsequent medical re-certifications on a reasonable basis.

14.2: Military Leave.

- A. Any employee who enters active military service of the Armed Forces of the United States, National Guard, or Reserve shall receive a leave of absence without pay for the period of such

duty. An employee returning from military service shall be re-employed in accordance with the applicable federal and state statutes and shall be entitled to any other benefits set forth in this Agreement, provided the employee satisfies the eligibility requirements established under this Agreement.

- B. A full time employee with reserve status in the Armed Forces of the United States or membership in the National Guard who is called to participate in training sessions shall be permitted leave for this purpose. He shall furnish to the Employer, in writing, a statement of the total amount of Government compensation received for this service during this period. If such Government compensation does not equal the employee's usual salary, he shall be paid the difference by the Employer for a period not to exceed two (2) calendar weeks in any one (1) calendar year. Any additional time which an employee may be required to serve or attend military meetings shall not be compensated by the Employer. if the employees total government compensation equals or exceeds his usual salary, there shall be no payment of salary by the Employer. Reserve training shall be in addition to any vacation time of which the employee may be entitled to, but vacation leave may not be scheduled consecutively with reserve training leave unless the Employer gives prior approval.
- C. Military leave shall be limited to a maximum of four (4) persons on military leave at the same time.

14.3: Paid Sick Leave. Employees covered by this Agreement shall earn and be granted sick leave of absence with pay under the following conditions and qualifications:

- A. Upon completion of six (6) months of employment, each full time employee shall be credited - with forty-eight hours of sick leave and will thereafter accumulate sick leave at the rate of four (4) hours for each pay period he works, exclusive of leaves of absences, unless otherwise specifically provided to the contrary. Unused paid sick leave credits may accumulate up to a total of one thousand (1000) hours.

- B. Sick leave credits shall be paid at the employee's regular hourly rate of pay when he takes his sick leave.
- C. An employee may utilize his sick leave allowance when it is established to the Sheriff's satisfaction that an employee is incapacitated for the safe performance of his duty due to illness or injury.
- D. The Sheriff may require as a condition of any sick leave a medical certificate setting forth reasons for the sick leave when there is reason to believe that the health or safety of personnel may be affected or that an employee is abusing sick leave benefits. Falsification of the medical certificate or falsely setting forth the reasons for the absence shall constitute just cause for discipline, up to and including dismissal.
- E. An employee whose employment with the Employer is terminated shall receive a lump sum payment representing fifty percent (50%) of such employee's accumulated and unused sick leave credits. In case of death, such payment shall be made to the employee's estate. For purposes of this section, payout is limited to fifty percent (50%) of one thousand (1000) hours of accumulated sick leave.
- F. Annual Cash-Out Option. An employee, at his/her option, may cash-out for each year of the contract the difference between one hundred four (104) hours and the hours of sick leave utilized in the prior twelve (12) months (December 1st through November 30th). Employees exercising this cashout option shall receive compensation at his/her regular rate of pay in an amount equal to fifty percent (50%) of the cashed-out sick leave hours. When the cash-out payment option is selected by an employee, the payment shall be made with the first full payroll period in December of that particular year.

14.4: Funeral Leave. An employee shall be granted up to three (3) consecutive days leave to attend the funeral when death occurs in the employee's immediate family. An employee who

loses work from his regularly scheduled hours shall receive his regular rate of pay for such lost time. Time off shall be from date of death to the day following the funeral. Immediate family shall mean the employee's spouse, father, mother, son, daughter, sister, brother, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandmother, grandfather, brother-in-law, sister-in-law, grandchild, stepchildren, or any relative residing in the employee's household.

14.5: Jury Duty Leave. Employees summoned by the Court to serve as jurors shall be given a leave of absence for the period of their jury duty. For each day that an employee serves as juror when he otherwise would have worked, he shall receive the difference between his regular straight time rate, exclusive of all premiums, for eight (8) hours and the amount he receives from the Court. In order to receive jury duty pay, an employee must: (1) give the Employer advance notice of the time that he is to report for jury duty; (2) given satisfactory evidence that he served as a juror at the summons of the Court on the day that he claims such pay; and (3) return to work promptly if, after he is summoned by the Court, he is excused from service.

14.6: Personal Leave. Full-time, non-probationary covered by this Agreement shall be allowed a maximum of twenty-four (24) hours personal leave of absence with pay for each calendar year. During an employee's first calendar year of full-time employment in a position covered by this agreement, they shall receive personal leave as follows:

<u>DATE OF HIRE</u>	<u>PERSONAL LEAVE</u>
1/1 - 6/30	16 hours
7/1 - 9/30	8 hours
10/1 - 12/31	0 hours

The amount of personal leave granted shall be reduced 8 hours for each ninety (90) days that an employee is on unpaid personal leave under section 14.1 of this article.

There shall be no accumulation or carry-over of such leave days from one calendar year to another. Requests for a personal day leave of absence must be made to the Sheriff or his designee seven (7) calendar days in advance of the date requested, provided, however, that the Sheriff in his discretion may, if possible, shorten the notification period if necessary arrangements can be made in the Department. The number of leave days to be taken at any one time shall be determined by the Sheriff in his sole discretion. A request for a personal leave day may be denied if the absence of the

employee would unreasonably interfere with the services required to be performed by Department.

ARTICLE XV
HOLIDAYS

15.1: Holiday Pay. All full-time employees covered by this Agreement shall receive eight (8) hours pay at their regular straight time rate of pay, exclusive of all premiums, for each of the following recognized holidays:

- | | |
|----------------------------------|--------------------|
| * New Year's Day | * Independence Day |
| * Lincoln's Birthday | * Labor Day |
| Good Friday | Veteran's Day |
| Washington's Birthday | * Thanksgiving Day |
| * Memorial Day | * Christmas Day |
| Martin Luther King's
Birthday | * Easter |

See Section 15.5

15.2: Holiday Eligibility. Employees eligible for holiday pay are subject to the following conditions and qualifications:

- A. The employee must work the Department's last regularly scheduled day before the first regularly scheduled day after the holiday, unless otherwise excused by the Sheriff;
- B. The employee must not be on layoff, personal leave without pay, military leave under 14.2 (a), extended medical leave involving non job-related injury or illness.
- C. The employee must not be suspended for disciplinary reasons, provided, however, if such suspension is reversed by an arbitrator, the employee will receive the applicable holiday pay;

- D. An employee who is scheduled to work on a holiday but fails to report for work, unless otherwise excused, shall not be entitled to holiday pay.

15.3: Holidays During Vacation. Holidays falling within an employee's vacation shall be paid but no additional time off shall be granted.

15.4: Holiday Checks. With the exception of Christmas Day, employees shall be paid for all earned holidays on the payday closest to December 1st by separate check. Employees eligible for the Christmas Day holiday will be paid for such holiday on the first (1st) payday following Christmas Day.

15.5: Special Holidays. Employees working in any of the following Holidays - New Year, Easter, Thanksgiving, Christmas, Lincoln's Birthday, Independence Day, Memorial Day and Labor Day, shall be paid time and one-half (1-1/2) for all hours worked.

ARTICLE XVI
VACATIONS

16.1:

- A. Vacation Eligibility. All full-time employees covered by this Agreement shall earn vacation leave with pay in accordance with the following schedule through each employee's respective 2005 anniversary date:

<u>Years of Service</u>	<u>Days Of Vacation</u>
1	40 Hours
2 & 3	80 Hours
4,5,6 7	120 Hours
8 & over	160 Hours

- B. All full-time employees covered by this agreement shall earn vacation leave with pay in accordance with the following schedule beginning the first full pay period after each employee's respective 2005 anniversary date:

Years of Service	Days Of Vacation
1	1.5 Hours
2 & 3	3.1 Hours
4,5,6 7	4.6 Hours
8 & over	6.2 Hours

After each employee's 2005 anniversary date, he or she shall earn vacation for each pay period they are on the active payroll and receive pay for time worked or for paid leave.

16.2: Vacation Basis. Vacation pay will be computed at the straight time hourly rate an employee is earning at the time he takes vacation leave.

16.3: Vacation Scheduling. Employees may schedule time off for their vacations during the twelve (12) months following the vacation determination date each year. As far as possible vacations will be scheduled at the convenience of the employee upon fifteen (15) days notice.

A. Time off requests for vacations submitted more than thirty (30) days prior to date requested (but not over nine (9) months) shall be granted on a first come basis.

1. Time off requests shall be granted or denied within ten (10) days of date submitted.

2. Time off requests submitted within thirty (30) days of date requested shall be granted on a seniority basis.

16.4: Advance Vacation Pay. If a regular payday falls during an employee's vacation, he shall receive his vacation pay in advance, in addition to all pay that would be normally paid for that pay period, provided he has requested such advance payment one (1) week prior to the payday preceding the start of his vacation.

16.5: Benefits on Termination. When an employee's employment with the Employer terminates, he shall receive all earned but unused vacation days, and all earned but unpaid holidays. After each employee's 2005 anniversary date, this shall include all

vacation accrued by that employee through the last full pay period prior to the employee's termination. Employees whose service with the Employer terminates due to retirement or death prior to the employee's 2005 anniversary date, shall be paid a pro rata unused vacation based on the number of calendar months of full-time active service credited to them from the preceding anniversary date pay period to the date of cessation of their employment. In case of death, pro rata unused vacation payments shall be made to the employee's dependents.

16.6: Vacation Accumulation/Carry-Over. Upon their anniversary date in 2004 and 2005, employees shall be able to carry over to the following year to a maximum of eighty (80) hours of vacation. After their anniversary date in 2005, each employee shall be able to accumulate up to a maximum of three hundred (300) hours of vacation at any time.

ARTICLE XVII
HOURS OF WORK

17.1: Tour of Duty.

- A. For employees working eight (8) hour shifts, an employee's normal tour of duty shall consist of eighty (80) hours of work in a period of fourteen (14) consecutive days. If the Sheriff in his discretion establishes a tour of duty of less than fourteen (14) days, the number of hours within such tour of duty shall bear the same ratio to the number of consecutive days within the work period as eighty (80) bears of fourteen (14) days.

- B. For employees working twelve (12) hours shifts, an employee's normal tour of duty shall consist of eighty-four (84) hours of work in a period of fourteen (14) consecutive days. If the Sheriff in his discretion establishes a tour of duty of less than fourteen (14) days, the number of hours within such tour of duty shall bear the same ratio to the number of consecutive days within the work period as eighty-four (84) bears of fourteen (14) days.

17.2: Workday. An employee's normal workday shall consist of eight (8) consecutive hours. A workday shall be defined as a twenty-four (24) hour period commencing from the start of an employee's regularly scheduled shift.

17.3: Work Schedule. The work schedule shall be established by the Sheriff and, when practicable, posted one (1) week in advance. The Sheriff reserves the right to change the work schedule and the starting and quitting times for any and all shifts when operating conditions warrant such change. Such changes to the schedule may be made up to three (3) days (72 hours) prior to the day(s) being changed without the requirement to pay overtime premium pay.

17.4: Trading of Pass Days. Employees may trade pass days and shifts, provided they first obtain the permission of the Sheriff or his designee. An employee working on a voluntarily traded pass day or shift shall not be entitled to overtime premium for working that day.

ARTICLE XVIII
OVERTIME

18.1: Overtime. All employees shall be expected to work reasonable amounts of overtime upon request. Overtime other than of an emergency nature must have the prior approval of the Sheriff or his designated representative.

18.2: Overtime Premium Pay.

- A. For sergeants working eight (8) hour shifts, time and one-half (1-1/2) the employee's straight time regular rate of pay shall be paid for all hours actually worked in excess of eighty (80) hours per fourteen (14) day tour of duty time, or if a tour of duty of less than fourteen (14) consecutive days is established by the Sheriff, for all hours actually worked in excess of the number of hours in such tour of duty as determined by Section 17.1.

Sergeants working overtime (hours in excess of their regularly scheduled shift) on a special

holiday as designated in Section 15.5 will be paid double their straight time regular rate of pay.

- B. For sergeants working twelve (12) hour shifts, time and one-half (1-1/2) the employee's straight time regular rate of pay shall be paid for all hours actually worked in excess of eighty-four (84) hours per fourteen (14) day tour of duty time, or if a tour of duty of less than fourteen (14) consecutive days is established by the Sheriff, for all hours actually worked in excess of the number of hours in such tour of duty as determined by Section 17.1.

Sergeants working overtime (hours in excess of their regularly scheduled shift) on a special holiday as designated in Section 15.5 will be paid double their straight time regular rate of pay.

18.3: Double Back.

- A. For sergeants working eight (8) hours shifts, all unit employees are to have a minimum of fourteen (14) hours between ending a shift with the Sheriff's Department and beginning a shift with the Sheriffs Department.

Any sergeant required to return to work with the Sheriffs Department, less than fourteen (14) hours off after completing a shift shall receive time and one half (1-1/2) their regular rate of pay for all such hours after returning until completing that shift.

- B. Sergeants working twelve (12) hour shifts will have a minimum of ten (10) hours between ending a shift with the Department and beginning a shift with the Department. Any sergeant who is required to return to work with less than ten (10) hours between shifts shall be paid time and one-half their regular rate of pay for all hours after returning until completing that shift.

18.4: Call Back Pay. Employees called to work at times other than their regular shift work shall receive a minimum of two (2) hours pay at time and one-half (1-1/2) their straight time regular rate. The provisions of this Section do not apply to extension of shift situations or training sessions scheduled seventy-two (72) hours or more in advance.

18.5: Choice of Overtime. All employees within this unit shall have the first right of refusal on any opportunity to do extra work connected with the Sheriff Department including trips. Overtime to be offered on a rotating basis, excepting extension of shift situation. The Union will supervise and monitor the overtime list.

18.6: Court Time and Hearings. Employees who are compelled to appear to give testimony in a legal proceeding including traffic offenses on their days off or other authorized off-duty time will receive a minimum of four (4) hours pay at their straight time regular rate of pay if their appearance at such hearings was due to their employment with the employer. All such payments under this Section shall be in lieu of any witness fees.

18.7: Pyramiding. There shall be no duplication of overtime premium, call-back pay, or court time.

18.8: Posted Scheduling Changes. Posted work schedules shall not be changed within seventy-two (72) hours prior to the start of the shift, without the payment of overtime premium pay for all of the rescheduled work hours. The overtime shall be paid at time and one-half (1-1/2) of the employees straight time regular rate of pay. This section does not apply to voluntarily traded pass days or shifts.

18.9: Lieutenants Overtime and Holidays.

A. Overtime

1. Lieutenants shall receive straight time compensatory time for all work performed in excess of forty (40) hours a week for those employees regularly scheduled to work an eight (8) hour work day and thirty-five (35) hours a week for those employees regularly scheduled to work a seven (7) hour work day.

Compensatory time may be accumulated to a maximum of sixty (60) hours. Lieutenants compensatory time shall have no cash value and will be lost if not used by the employee, and no compensation will be provided for such unused compensatory time upon leaving County employment.

2. Non-worked holidays, paid leaves and vacations shall count as time worked for the purpose of determining compensatory time under this section.

B. Holidays

1. Full-time Lieutenants regularly scheduled a seven (7) hour work day will receive seven (7) hours pay (eight (8) hours for full-time lieutenants regularly scheduled an eight (8) hour work day) for the following paid holidays, provided they meet the eligibility requirement set forth below:

New Year's Day	Veteran's Day
3rd Monday in February (Washington's Birthday)	Thanksgiving Day
Good Friday	Friday after thanksgiving Day
Memorial Day	Christmas Eve Day
July 4th	Christmas Day
Labor Day	New Years Eve Day

2. Lieutenants eligible for holiday pay are subject to the following conditions and qualifications.
 - a. Eligible employees shall only receive holiday pay if they work or have a day off, the day before and the day after a holiday, unless approved by the sheriff.
 - b. The employee must not be suspended for disciplinary reasons the day of, before, or after a holiday.

c. The employee must not be on layoff or a leave of absence.

3. In the event a holiday falls on a Saturday, Friday shall be recognized as the holiday.

In the event a holiday falls on a Sunday, Monday shall be recognized as a holiday.

18.10: Sergeants Overtime. In the event that a sergeant's shift is to be offered as an overtime shift and cannot be filled by a sergeant, it shall be offered to the lieutenant (s) at the sergeants overtime rate of pay prior to being offered to the deputy rank.

ARTICLE XIX
INSURANCE

19.1: Hospitalization Insurance.

A. During the term of this agreement the Employer agrees to pay the required premiums and deductibles of each employee, including dependent coverage, under the MERS Premier Health Medical Plan #7 with \$10/\$20/\$40 Prescription Card with contraceptives, MOPD, and Lifestyle drug exclusion; Vision (24 months/ 24 months/ 24 months), and Delta Dental Plan B. The Dependent Continuation coverage shall continue only for those employees employed by the Sheriff's Department as of January 5, 2001. Employees hired after January 5, 2001, may add dependent continuation coverage provided the employee pays the full cost of this rider through payroll deduction. If the employees choose a health plan other than the MERS Premier Health Medical Plan #7, any additional costs shall be paid by the employee.

There shall be a 1 year trial period for MERS coverage commencing at the date of signing of this agreement. At the end of the 1 year trial period, if either the employer or union determines that MERS is non-competitive or

unsuitable, the Employer shall provide the Blue Cross/Blue Shield, Community Blue PPO, Plan 4, with \$15 generic/\$50 brand-name Preferred Prescription Card with contraceptives, MOPD, and lifestyle drug exclusion; Vision A80 (24 months/24 months/ 24 months), and Delta Dental Plan B. If the employee chooses a health plan other than the PPO Plan 4, any additional costs shall be paid by the employee.

- B. After the drug card has been changed to the \$15 generic/\$50 brand name preferred drug card, the Employer will reimburse employees on a monthly basis \$35 in those cases where the employee submits to the employer a letter from their physician verifying that no generic drug exists for the employees prescription, or that the brand name drug only is medically necessary for the employee's specific medical condition. The dependent coverage shall continue only for those employees employed by the sheriffs department as of January 5, 2001, employees hired after January 1, 2005 may add dependent continuation coverage provided the employee pays the full cost of this rider through payroll deduction.
- C. There shall be no liability whatsoever on the part of the Employer for any insurance premium payment for any employee or employees who are on layoff or leave of absence beyond the month in which such layoff or leave of absence commences. The Employer reserves the right to select or change all insurance carriers, provided the level of benefits remains substantially the same.
- D. The Employer shall pay the current health insurance plan premiums for all current (all employees hired prior to 1/1/07) and future retirees through the ages of 62 and 64 who meet the requirements of Municipal Employees Retirement System. If the employee is between the ages of 62 and 65 when he/she retires and chooses to keep their present coverage under COBRA for 18 months, the employee will pay the difference in the premium, if any.

E. Retiree Health Insurance.

1. The Employer agrees to pay up to \$175.00 per month toward current employee health care coverage upon retirement to eligibility for Medicare (generally age 65), provided employee retires within first ninety (90) days that they become eligible under MERS pursuant to the retirement plan adopted for this unit under Article XX (60/10, 50/25, 55/20).

 2. If at time of retirement employee is covered by spouse's insurance or has available equivalent coverage, employee must use spouses or equivalent coverage. Should such coverage's become unavailable between retirement and Medicare, retiree may once again obtain benefit provided under section 19.1.D.

 3. Employees who otherwise retire with a normal retirement from the sheriff's department may purchase health care coverage by paying monthly premiums to the County.
- F. An employee who is eligible for hospitalization insurance via another source and who executed a County waiver form may elect not to be covered by the hospitalization insurance provided under this Section. The decision to waive coverage shall be made once per calendar year. In the event the employee elects to forego hospitalization insurance, the Employer shall pay the employee an amount equal to one-third (1/3) of the Employer paid premium cost of the coverage to which the employee is otherwise eligible at the time of election (full family, two persons, or single subscriber). However, if both husband and wife, or an employee and dependent, are employees of the County and are eligible for coverage under County provided health insurance plans, only one of the employees may provide dependent coverage. A person may not be covered as a dependent of more than one employee and

no person may be covered both as an employee and as a dependent under the County's health insurance plans.

19.2: Term Life Insurance. During the term of this Agreement, the Employer will provide a term life insurance policy in the amount of \$10,000 and \$10,000 accidental death for each employee, plus \$1,500 for each dependent. Exception: (1 - 13 days = 0; 14 days - 6 months \$500.00).

19.3: Workers' Compensation. All employees covered by this Agreement shall be covered by applicable Workers' Compensation laws.

19.4: False Arrest Insurance. The Employer shall, during the term of this Agreement, continue in effect its present program of false arrest insurance on the same terms and conditions that existed prior to the execution of this Agreement.

19.5: Sickness and Accident Insurance. For the period of this Agreement, the Employer shall pay the required premiums for each employee, for sickness and accident insurance, which will pay seventy (70%) percent of Base Wage up to a maximum of two hundred fifty dollars (\$250) per week for a period of fifty-two (52) weeks at any one (1) sickness. Exception: If the Employer cannot obtain a policy with seventy (70%) percent, it may be reduced to sixty-six and two-third (66-2/3 %) percent. While on S/A, employees shall not accrue vacation, longevity, holidays, sick days and personal days. These benefits shall be prorated upon return to work or termination. If an employee fails to return to work at the exhaustion of his/her S/A (52 weeks), the employment relationship shall terminate.

ARTICLE XX
RETIREMENT

20.1: Retirement Plan. The program of retirement benefits provided for in the Employer's plan of the Michigan Municipal Employees Retirement System shall be the level B-4 with F50-25 and FAC 3 and E-1 (cost of living provision) and vest at 8 years and shall be continued on the same terms and conditions that existed prior to the execution of this Agreement. The previously adopted "Plan P" of the MERS system is now incorporated into this Agreement. The employee contribution to retirement will be three and a half (3.5%) percent of payroll.

ARTICLE XXI
WAGES

21.1: Wages. Listed in Appendix "A" and incorporated herein are wages for the classifications covered by this Agreement.

- A. Hourly rate is determined by taking annual wage and dividing by 2080.

ARTICLE XXII
CLASSIFICATION

22.1: New Classification. Whenever the Employer establishes a new classification within the Sheriff's Department, the Union shall be notified of the rate of pay assigned to the classification. The Union shall have fifteen (15) calendar days from receipt of such notification to object to the assigned rate. Thereafter, the parties shall meet within thirty (30) calendar days to negotiate any changes which might be required. If the parties are unable to reach agreement, the rate of pay shall be subject to the Grievance and Arbitration Procedure set forth in this Agreement and shall be processed initially at Step III of the Grievance Procedure.

ARTICLE XXIII
UNIFORMS AND EQUIPMENT

23.1: Uniforms and Equipment. The County shall provide such uniforms and equipment as the Sheriff and the County shall determine are necessary, subject to reasonable rules for the preservation, use, and care of such uniforms and equipment.

23.2: Detective Clothing. Effective beginning 2007, detectives shall receive annually \$780.00 per year clothing allowance, paid in December. Said allowance shall be pro-rated \$30.00 per pay period.

23.3: Patrol Cars Mileage. The employer agrees that no vehicle shall be used for patrol that is determined to be unsafe or unfit for duty or has over 100,000 miles. The Employer will order new cars as soon as they are available and deputies will continue to use current vehicle, regardless of mileage, until ordered cars are delivered. If any question as to the safety of a vehicle, the safety shall be determined by a state certified mechanic.

23.4: Patrol Car Repairs. The employer agrees that all repairs on vehicles or related equipment shall be completed by a state certified mechanic or a technician state certified to make such repair.

- A. All patrol vehicles shall be maintained in accordance to manufacturer's specifications.

- B. A vehicle repair notice shall be filled out on all vehicles or related equipment requiring service and/or repairs for any damage, breakdown or defect. A copy shall be filed with the employer and the Union.

- C. All vehicles requiring routine maintenance will continue to be used as long as the service is completed in a timely manner as determined by the Union. All vehicles requiring repairs for any damage, breakdown or defect, shall not be used until repaired as is required, unless the Union grants prior waiver for such use.

23.5: Patrol Vehicle Equipment. All Department patrol cars shall meet the Michigan State Police Patrol Car specifications and shall include air conditioning and power driver's seat. Department vehicles used for non-patrol functions may be equipped at the option of the Employer, and shall not be required hereby to meet Michigan State Police Patrol Car specifications but shall include air conditioning. The court services vehicles will not be used for patrol functions and officers will not be forced to use same.

ARTICLE XXIV
CLEANING OF UNIFORMS

24.1: Dry Cleaning. The County shall provide for the cleaning of Sheriff's Department uniforms for employees only.

ARTICLE XXV
LONGEVITY

25.1: Longevity Definition. When years or service time are referred to it means continuous years or service time with the County beginning with the last date of employment with the County.

- A. Continuous employment shall include sick leave, injured leave, all approved leaves of absence and

extended medical leave less than twelve (12) months.

Suspension and layoff less than 30 days including disciplinary suspension and all other paid time.

- B. Suspensions and layoffs in excess of thirty (30) days while considered as continuous employment all time exceeding thirty (30) days shall be deducted from Longevity Seniority date.

25.2: Longevity - How Earned. In any calendar year that an employee has completed five years of service, or more, with the County, said employee will receive his earned longevity in a separate check on the anniversary date of the said employee according to the following schedule:

<u>Years of Full Time Service</u>	<u>Benefit Amount</u>
5	\$125
6	\$150
7	\$175
8	\$200
9	\$225
10	\$260
11	\$295
12	\$330
13	\$365
14	\$400
15	\$435
16	\$470
17	\$505
18	\$540
19	\$575
20 or more	\$610

25.3: Longevity Retention. Employees on leaves of absence or layoff, including disciplinary layoffs, shall retain all time earned toward the payment of longevity benefits provided by this Agreement but shall not accrue any additional time or receive longevity payments during such leave of absence.

25.4: Pro-rata Longevity Payments. Employees whose service with the County terminates shall be paid a pro rata longevity bonus based on the number of calendar months of full time active service credited to them from the preceding anniversary date to

the date of cessation of their employment. In case of death, pro-rata longevity payments shall be made to the employee's dependents.

ARTICLE XXVI
MISCELLANEOUS

26.1: Bulletin Board. The Employer shall provide bulletin board space for the posting of Union notices, provided, however, the Employer shall have the right to police the bulletin board for offensive materials.

26.2: Captions. The captions used in each Section of this Agreement are for purposes of identification only and are not a substantive part of this Agreement.

26.3: Gender. The masculine pronoun wherever used in this Agreement shall include the feminine pronoun, the singular pronoun, and the plural, unless the context clearly requires otherwise.

26.4: Bonds. Whenever a bond is required of an employee in the bargaining unit for the performance of his duties, the bond premium shall be paid by the Employer.

26.5: Rules and Regulations. The Employer reserves the right to establish reasonable rules and regulations governing the conduct of its employees not inconsistent with this Agreement. The Employer will provide a copy of the rules and regulations to each employee.

26.6: Mileage. Whenever an employee is requested by the Employer to use his own vehicle in the line of duty and on the business of the Employer, he shall be paid mileage in accordance with County policy.

26.7: Residency. All employees covered by this Agreement must reside within twenty (20) miles of the corporate limits of the County of Roscommon prior to completing their probationary period.

26.8: Off-duty employment is allowed as long as it does not interfere with the job as Roscommon Deputy Sheriff.

26.9: Sergeant Probation. All new Sergeants shall be required to serve a six (6) month trial period during which time the Sheriff may return the employee to his prior position without loss of seniority. This return by the Sheriff shall not be subject to challenge under the grievance procedure. Should the employee decide to return to their former position during the trial period there shall be no loss of seniority.

26.10: Lieutenant Promotion.

- A. The Employer agrees to post open Lieutenant positions that the Employer intends to fill. The posting period, by the Sheriff, shall be for ten (10) business days. Applications for the position of Lieutenant must be submitted in writing to the sheriff. Promotions shall normally come from the Sergeants rank, however, the Employer may consider outside applicants if less than three (3) internal qualified applicants apply.
- B. Between January 1st and January 15th of each year, the Sheriff shall notify the union of any qualification changes to the rank of Lieutenant.

Failure of the Sheriff to notify the union by the 15th of January of each year shall result in the current qualifications remaining in effect for the rest of the calendar year.

- C. All new Lieutenants promoted from the rank of Sergeant shall be required to serve a six (6) month trial period during which time the Sheriff may return the employee to his prior positions without the loss of seniority. This return by the Sheriff shall not be subject to challenge under the grievance procedure. Should the employee decide to return to their former position during the trial period, there shall be no loss of seniority.

26.11: Drug Testing Policy. The parties who are signatories to this Agreement hereby agree to and incorporate herein, the employee drug testing policy attached as Appendix D to this agreement.

ARTICLE XXVII
LEGAL REPRESENTATION

27.1: Legal Representation. The Employer will provide to the employee such legal assistance as may be required when civil action is brought against an employee as an individual or as a deputy sheriff as a result of acts occurring when and while said employee is engaged in the performance of his police duties and responsibilities for the Employer, provided, that notification is immediately given to the Employer that service of process was made upon the employee. Selection of legal counsel, if necessary, shall be made by the Employer.

ARTICLE XXVIII
SEPARABILITY

28.1: Separability. Any part of this Agreement which shall conflict with applicable State or Federal law now or in the future shall be null and void, but only to the extent of the conflict; all other parts shall continue in full force and effect for the duration of this Agreement. Should any part of this Agreement become null and void due to a conflict with applicable State or Federal law now or in the future, the parties shall, upon notice, meet at a mutually acceptable time and renegotiate the part or parts so affected.

ARTICLE XXIX
WAIVER

29.1: Waiver Clause. It is the intent of the parties hereto that the provisions of this Agreement, which supersedes all prior agreements and understanding, oral or written, expressed or implied, between such parties, shall govern their entire relationship and shall be the sole source of any and all claims which may be asserted in arbitration hereunder, or otherwise. The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the

Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to or covered in this Agreement or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

ARTICLE XXX
ENTIRE AGREEMENT

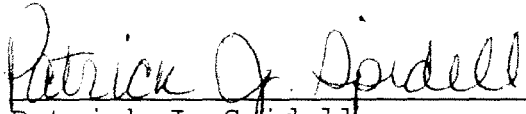
30.1: Entire Agreement. This agreement represents the complete and final understanding on all bargain able issues between the Employer and the Union and shall remain in full force and effect for the full contract period.

ARTICLE XXXI
DURATION

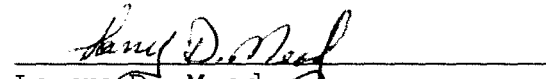
31.1: Termination. This Agreement shall remain in force until 12:00, Midnight, December 31, 2010, and thereafter for successive periods of one (1) year unless either party shall, on or before the 60th day prior to expiration, serve written notice on the other party of a desire to terminate, modify, alter, negotiate, change, or amend this Agreement. A notice of desire to modify, alter, amend, negotiate, or change, or any combination thereof, shall have the effect of terminating the entire Agreement on the expiration date in the same manner as a notice of desire to terminate unless before that date all subjects of amendment proposed by either party have been disposed of by agreement or by withdrawal by the party proposing amendment, modification, alteration, negotiation, change, or any combination thereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this day of _____, 2007.

COMMAND OFFICERS ASSOCIATION
OF MICHIGAN (COAM)


Patrick J. Spidell
Business Agent

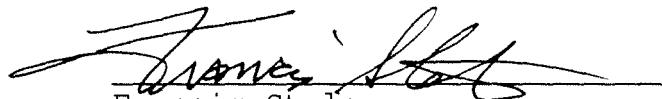
ROSCOMMON COUNTY BOARD
OF COMMISSIONERS


Larry D. Mead
Chairman

ROSCOMMON COUNTY SERGEANTS
AND LIEUTENANTS ASSOCIATION



ROSCOMMON COUNTY SHERIFF


Francis Staley
Sheriff



APPENDIX A

1. Salaries per classification and ranks

Effective the first (1st) pay period on or after January 1, 2007. The following salary schedule will be put into effect:

Sergeants

Annual \$44,699
Hourly \$21.49
O.T. \$32.23

Lieutenants

Annual \$48,714
Hourly \$23.42

Retroactive pay will be provided only to those employees on the active payroll upon ratification of this agreement.

Effective the first (1st) pay period on or after January 1, 2008. The following salary schedule will be put into effect:

Sergeants

Annual \$46,030
Hourly \$22.13
O.T. \$33.19

Lieutenants

Annual \$50,170
Hourly \$24.12

Effective the first (1st) pay period on or after January 1, 2009. The following salary schedule will be put into effect:

Sergeants

Annual \$47,403
Hourly \$22.79
O.T. \$34.18

Lieutenants

Annual \$51,667
Hourly \$24.84

Effective the first (1st) pay period on or after January 1, 2010. The following salary schedule will be put into effect:

Sergeants

Annual \$48,818
Hourly \$23.47
O.T. \$35.20

Lieutenants

Annual \$53,227
Hourly \$25.59

2. CERTIFICATION PAY: Effective January 1, 2007 and payable each December 1st, Sergeants and Lieutenants shall receive \$150.00 annually for maintaining police certifications.

Effective the first (1st) pay period on or after January 1, 2010. The following salary schedule will be put into effect:

Sergeants
Annual \$48,818 49,296
Hourly ~~\$23.47~~ 23.70
O.T. ~~\$35.20~~ 35.55

Lieutenants
Annual \$53,227 53,768
Hourly ~~\$25.59~~ 25.85

2. CERTIFICATION PAY: Effective January 1, 2007 and payable each December 1st, Sergeants and Lieutenants shall receive \$150.00 annually for maintaining police certifications.

APPENDIX B

The following list is for layoff by classification only.

	<u>NAME</u>	<u>TITLE</u>
(A)	Patrick Gagne	Sergeant
	Edward Erber	Sergeant
	William E. Tatrai	Sergeant
	Eric P. Tiepel	Sergeant
	John Wybraniec	Detective/Sergeant
(B)	Steven P. Lemire	Lieutenant
	Mark D. Chapman	Lieutenant

APPENDIX C
SENIORITY LIST


	NAME	TITLE	DATE
(A)	Patrick Gagne	Sergeant	1-13-79
	Edward Erber	Sergeant	8-11-86
	William E. Tatrai	Sergeant	8-27-96
	Eric P. Tiepel	Sergeant	4-22-97
	John Wybraniec	Detective/Sergeant	4-16-01
(B)	Steven P. Lemire	Lieutenant	7-01-89
	Mark D. Chapman	Lieutenant	9-29-03

LETTER OF UNDERSTANDING
BETWEEN
ROSCOMMON COUNTY BOARD OF COMMISSIONERS AND
SHERIFF OF ROSCOMMON COUNTY
AND
COMMAND OFFICERS ASSOCIATION OF MICHIGAN

Re: Drug Testing Policy


The parties who are signatories to this agreement hereby agree to amend the collective bargaining agreement and to incorporate therein, the following agreed to employee Drug Testing Policy.

COMMAND OFFICERS ASSOCIATION
OF MICHIGAN (COAM)



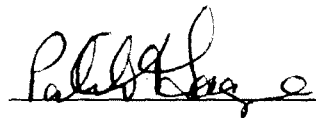
Patrick J. Spidell
Business Agent

ROSCOMMON COUNTY BOARD
OF COMMISSIONERS

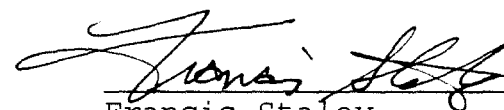


Larry D. Mead
Chairman

ROSCOMMON COUNTY SERGEANTS
AND LIEUTENANTS ASSOCIATION



ROSCOMMON COUNTY SHERIFF



Francis Staley
Sheriff



DRUG TESTING POLICY

I. PURPOSE

The purpose of this order is to provide all employees with notice of the provisions of the departmental drug testing program.

II. 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 employee drug testing program.

The law enforcement profession has several uniquely compelling interests that justify the use of employee 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 law enforcement employees 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 all employees on January 1, 2003.

III. DEFINITIONS

- A. Employee - All personnel of the department including all full time, part-time and seasonal employees.

- B. Supervisor - Those employees assigned to a position having day-to-day responsibility for supervising subordinates, or who are responsible for commanding a work element.

- C. Drug Test - The compulsory or voluntary production and submission of urine, in accordance with departmental procedures, by an employee for chemical analysis to detect prohibited drug usage.
- D. 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.
- E. Probable Cause - That amount of facts and circumstances within the knowledge of a supervisor or the administration which are sufficient to warrant a prudent person to believe it is more probable than not that an employee is or has been using drugs while on or off duty.
- F. Probationary employee - For the purpose of this policy only, a probationary employee shall be considered to be any person who is conditionally employed with the department as a recently hired employee.
- G. MRO - Medical Review Officer - The medical review officer 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 or her medical history and any other relevant biomedical information.
- H. Last Chance Agreement - A standard letter of conditions for continued employment that is offered by the Sheriff, or the right to same is invoked by an employee under certain conditions outlined in this order, after it has been determined that the employee has violated this order.

IV. PROCEDURES/RULES

A. General Rules

The following rules shall apply to all employees, while on and off duty:

1. No employee shall illegally possess any controlled substance.
2. No employee shall ingest any controlled or prescribed substance, except under the direction of a licensed medical practitioner.
 - a. Employees shall notify their immediate supervisor when required to use prescription medicine that may influence their job performance. The employee shall submit one of the following:
 - (1) note from the prescribing doctor
 - (2) copy of the prescription
 - (3) show of the bottle label to his immediate supervisor
 - b. Supervisors shall document this information and retain the memorandum for at least thirty (30) days.
3. No employee, shall ingest any prescribed or over-the-counter medication in amounts beyond the recommended dosage.
4. 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.
5. 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.

6. 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:

- a. refusal to participate
- b. probable cause
- c. the Medical Revue Officer determines that an employee's drug test was positive.)

B. Applicant Drug Testing

- 1. Applicants for any position shall be required to take a drug test as a condition of employment during a pre-employment medical examination.
- 2. Applicants shall be disqualified from further consideration for employment under the following circumstances:
 - a. Refusal to submit to a required drug test, or
 - b. A confirmed positive drug test indicating drug use prohibited by this order.

C. Probationary Employee Drug Testing

All probationary employees shall be required as a condition of employment, to participate in any unannounced drug tests scheduled for the probationary period. The frequency and timing of such tests shall be determined by the Sheriff or his designee. Probationary employees may be tested prior to completion of the probationary period. A probationary employee shall not be eligible for coverage under the last chance rehabilitation provision set forth in this order, except at the discretion of the Sheriff.

D. Employee Drug Testing

Employees will be required to take drug tests as a condition of continued employment in order to ascertain prohibited drug use, as provided below:

1. The Sheriff or his designee may order an employee to take a drug test upon probable cause that the employee is or has been using drugs. A summary of the facts supporting the order shall be made available to the employee prior to the actual test.
2. Upon reasonable suspicion the Department may request, through an authorized representative of the employee's labor association, that an employee submit to a voluntary drug test. Submission to a voluntary drug test hereunder shall be subject to the frequency limitation found in Article IV, section D, subsection 4 herein. Any employee voluntarily submitting to a drug test who tests positive as a consequence of said test, shall be eligible to invoke the last chance rehabilitation provision set forth in this order. Any employee who refuses to submit to a request for a voluntary drug test shall not be disciplined as a consequence of such refusal, but shall not be eligible for coverage under the last chance rehabilitation provision set forth in this policy for a period of three (3) years.
3. A drug test will be administered as part of any promotional physical examination required by this department.
4. All employees shall be uniformly tested during any unannounced, random testing required by the department. Random testing for all employees will not exceed twice in a 365 day period, except for those employees assigned to the Narcotics Unit.
 - a. The Sheriff or his designee shall determine the frequency and timing of such tests.

b. The president of the labor association, or his designee, will receive a list of the employees that have been required to take a drug test after all employees in that particular group have submitted, or have refused to submit, a urine sample to the laboratory testing personnel.

5. A drug screening test shall be considered as a condition of acceptance to the Narcotics Unit. Furthermore, the employees of the Narcotics Unit will be tested randomly at least once every six months and also when an employee leaves the unit. The employees of the Narcotic Unit shall be eligible to invoke the last chance rehabilitation provision set forth in this order.

E. Penalty

Violation of any provision of this drug testing order shall be grounds for disciplinary action. Discipline shall be administered as set forth in the Roscommon County Sheriff Department rules and regulations, and may include discharge from the Sheriff Department. Any discipline remains subject to review in accordance with the collective bargaining agreement.

F. Drug Testing Procedures

1. The testing procedures and safeguards provided in this order shall be adhered to by any laboratory personnel administering departmental drug tests.
2. 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.
3. 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. Divulgence by the employee of medical information during the pre-test interview is voluntary, however, if the test results are positive, it will be mandatory that the employee

divulge the necessary medical information to the Medical Review Officer so that the MRO may determine whether the test result is a false positive.

4. The testing area shall be private and secure. Authorized personnel shall search the testing area before an employee enters same in order to document that the area is free of any foreign substances.
5. 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 eight hours to give a sample. During that time the employee shall remain in the testing area, under observation. 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 M.R.O.
6. The urine sample will be split and stored in case of legal disputes. 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. This sample shall be made available to the employee or his labor association representative prior to disciplinary action, should the original sample result in a legal dispute. The employee must request same within 72 hours of being notified of a positive and confirmatory test by the Medical Review Officer. All groups of negative samples may be destroyed after seven (7) days.
7. 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 or delivery to the testing lab representative.
8. Whenever there is a reason to believe that the employee may have altered or substituted the

specimen to be provided, a second specimen shall be obtained within a reasonable period of time. The laboratory personnel will take the appropriate necessary steps to assure the integrity of the second specimen.

I. Drug Testing Methodology

1. The testing or processing phase shall consist of:
 - a. initial screening test
 - b. confirmation test - if the initial screening test is positive
2. The urine sample is first tested using the initial drug 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 M.R.O.
3. A specimen testing positive will undergo an additional test. The confirmation procedure shall be technologically different and more sensitive than the initial screening test.
4. 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.
5. 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:

Initial Test Level	(ng/ml)
Marijuana metabolite	100
Cocaine metabolite	300
Opiate metabolite	300*
Phencyclidine	25
Amphetamines	1000

Barbiturates 300

*25ng/ml if immunoassay-specific for free morphine.

Concentrations of a drug at or above the following levels shall be considered a positive test result when performing a confirmatory CG/MS test on a urine specimen that tested positive using a technologically different test than the initial screening method:

Confirmatory Test Level

Marijuana metabolite 15*
Cocaine metabolite 150**
Opiates:
Morphine 300+
Codeine 300+
Phencyclidine 25
Amphetamines
Amphetamine 500
Methamphetamine 500

* Delta-9-tetrahydrocannabinol-9-carboxylic acid **
Benzoylecgonine
+ 25ng/ml if immunoassay-specific for free morphine
Barbiturates 300

6. The initial and confirmatory test cutoff levels of this order are the same as that of the united states government which were published in the Federal Register, volume 54, number 230, dated December 1, 1989.
7. The laboratory selected to conduct the analysis shall be experienced and capable of assuring quality control, documentation, chain-of-custody, technical expertise and demonstrated proficiency in urinalysis.
8. Employees having negative drug test results shall receive a memorandum stating that no illegal drugs were found. A copy of the letter will be placed in the Officer's personnel file upon the Officer's request.
9. Any Officer who interferes with the testing process or breaches the confidentiality of test results shall be subject to discipline.

J. Chain of Evidence - Storage

1. Each step in the collecting and processing of the urine specimens shall be documented to establish procedural integrity and the chain of custody.
2. 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.

K. Drug Test Results

1. 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, administrative, and immediate supervisory personnel may have access to relevant portions of the records as necessary to insure the acceptable performance of the employee's job duties.

L. Substance Abuse Rehabilitation Program

Employees may participate in a substance abuse rehabilitation program, however, participation after shall not prohibit drug testing under this policy.

M. Procedures for Implementation of the Last Chance Agreement

1. An employee whose drug test has been confirmed positive by the Medical Review Officer during random or reasonable suspicion testing shall, {if found guilty during department disciplinary proceedings), be offered a last chance agreement.
2. At the discretion of the Sheriff, the last chance agreement may also be offered to any employee whose drug test has been confirmed positive by the Medical Review Officer.

3. Standard letter of conditions for continued employment (last chance agreement) must be signed by an authorized representative of the department and the employee.
4. An employee must attend and successfully complete an authorized rehabilitation program.
5. An employee must sign a form releasing any and all information to management as may be requested.
6. An employee must pass a medical examination administered by a medical facility designated by the Sheriff prior to being allowed to return to duty. The examination shall only screen for drug use and the physical impact of the prior drug usage.
7. An employee may be allowed to use sick time and apply for a medical leave of absence if required, while undergoing rehabilitation.
8. Once authorized to return to duty, the employee must submit to periodic urinalysis on a timetable as may be determined by the Sheriff.
9. The employee shall be subject to the terms of this program for three (3) years after their return to work.
10. The employee must agree in writing that the employee will be automatically terminated forthwith if a violation of any portion of the last chance agreement occurs at any time during its enforcement term.
11. Employee must be advised that the employee is not obligated to sign the agreement and be advised he/she has the right to seek the counsel of his/her legal and/or labor representative.

LAST CHANCE AGREEMENT

Re: _____

Whereas, the above referenced individual was found guilty of violating the departmental drug order on _____, and;

Whereas, the Sheriff will conditionally reinstate _____ to the same rank held at termination, provided the employee is found by medical examination to be capable of performing all the duties of the classification as have been previously established by and subject to the following terms and conditions being met and maintained;

Now, therefore, it is agreed that:

1. Employee must sign a form releasing any and all information to management as may be requested.
2. Employee must successfully complete a rehabilitation program as prescribed by an authorized rehabilitation source.
3. Employee must pass a medical examination administered by a medical facility designated by the Sheriff prior to being allowed to return to duty. The examination shall only screen for drug use and the physical impact of the prior drug usage.
4. Employee may be allowed to use sick time and may apply for a medical leave of absence if required, while undergoing rehabilitation.
5. Upon clearance by the medical facility designated by the Sheriff, the employee shall be returned to the Sheriff Department at the rank of _____.
6. Once returned to duty, the employee will present himself to the department approved substance abuse rehabilitation center for evaluation, and agree to, as well as follow any and all directives given him/her by the rehabilitation center for a period of not more than three (3) years. Employee agrees to sign appropriate forms releasing any and all information to the Sheriff Department as may be requested. Failure to follow the program directives are grounds for discharge, subject to review pursuant to the collective bargaining agreement of only the discharge for failure to follow program directives.

7. Once authorized to return to duty, employee shall submit to controlled substance testing at the discretion of the Sheriff. If any such test shows a positive result for the presence of a controlled substance, employee will be discharged from employment with the Sheriff Department, subject to review pursuant to the collective bargaining agreement of only the discharge for a positive test result hereunder.

8. Employee will be credited with seniority, for promotional purposes, for time separated from the Sheriff Department between _____ and the date of return to duty. No other wage is due or owing, and employee waives any claim thereto.

9. The Association shall withdraw with prejudice the grievance # _____ and shall release and discharge the Employer from any and all claims relating thereto. The Employer shall release and discharge the Union and employee from any and all claims relating thereto. Employee _____ shall release and discharge the Association and the Employer from any and all claims relating to grievance # _____, including but not limited to the processing and arbitration of this grievance. Further, employee _____ release the County and the Association from all liability and claims he/she may have had or now has with respect to his employment with the Roscommon County Sheriff Department whether such claims or liability arise under Federal or State statute, constitutional provisions, principles of common law, or under the collective bargaining agreement between the Roscommon County Sheriff, Roscommon County Board of Commissioners and the Command Officers Association of Michigan.

10. All parties have had the opportunity to consult legal counsel and have carefully and completely read and understood all the terms of this settlement agreement. This settlement agreement is freely and voluntarily entered into by all parties without any duress or coercion.

11. The parties agree that this agreement is entered into as a full and final settlement of the above referenced matter, and shall not set a precedent. Furthermore, the actions taken by the parties in settling this matter are not meant to establish a practice or right to be utilized in any other grievance, claim, or litigation.

12. In the event the employee grieves and attempts to process to arbitration any discipline imposed as a condition of this last chance agreement, said grievance shall be barred by release and waiver, and an arbitrator shall have no authority to modify the penalty imposed by the Sheriff Department.

DATED THIS _____ DAY OF _____, 20__

EMPLOYEE

UNION REPRESENTATIVE

ROSCOMMON COUNTY SHERIFF

CHAIRMAN, ROSCOMMON COUNTY
BOARD OF COMMISSIONERS

LETTER OF UNDERSTANDING

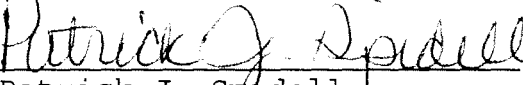
RE: TWO MAN PATROL UNITS

The parties are signatures to a collective bargaining agreement effective January 1, 2007 until December 31, 2010.


The parties hereto agree the hours of darkness shall be assigned and worked with two patrol officers.

This Agreement does not preclude the Sheriff from utilizing one man transport units for the purpose of transporting misdemeanor and civil arrests when two man units are not available.

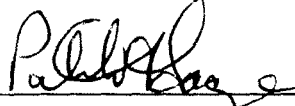
COMMAND OFFICERS ASSOCIATION
OF MICHIGAN (COAM)


Patrick J. Spidell
Business Agent

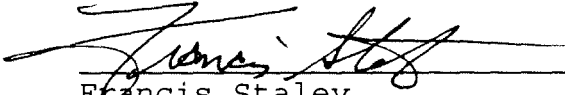
ROSCOMMON COUNTY BOARD
OF COMMISSIONERS

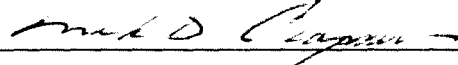

Larry D. Mead
Chairman

ROSCOMMON COUNTY SERGEANTS
AND LIEUTENANTS ASSOCIATION


Paul D. [unclear]

ROSCOMMON COUNTY SHERIFF


Francis Staley
Sheriff


Mark D. [unclear]

LETTER OF UNDERSTANDING
BETWEEN
ROSCOMMON COUNTY BOARD OF COMMISSIONERS AND
SHERIFF OF ROSCOMMON COUNTY
AND
COMMAND OFFICERS ASSOCIATION OF MICHIGAN

Re: 12 Hour Shifts

The following conditions represent the parties understanding and agreement as to twelve (12) hour shifts, which went into effect April 1, 2001.

The Sheriff agrees to establish twelve hour shifts for certain classifications and employees.

The starting and quitting times for twelve hour shifts shall initially be as follows:

7:00 a.m. to 7:00 p.m.
7:00 p.m. to 7:00 a.m.

The Sheriff may vary by up to two (2) hours the starting and quitting times.

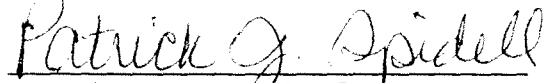
Tour of Duty, 17.1: Sergeants on twelve hour shifts agree to work an eighty-four (84) hour pay period and the extra four (4) hours will be paid at the employees straight time regular rate of pay.

Sergeants who continue to work eight (8) hour shifts will still be paid time and one-half (1 and %) for any hours worked over eighty (80) hours in a two week pay period.

Double Backs, 18.3: Sergeants who are working twelve (12) hour shifts will have a minimum of ten (10) hours between ending a shift with the department and beginning a shift with the department. Any sergeant who is required to return to work with less than ten (10) hours between shifts shall be paid time and one-half (1 and %) their regular rate of pay for all such hours after returning until completing that shift.

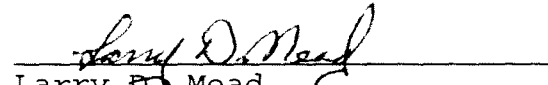
All benefits in the contract are predicated upon an eight (8) hour tour of duty unless specifically identified other wise. The exception is funeral leave which shall be granted as a day for a day.

COMMAND OFFICERS ASSOCIATION
OF MICHIGAN (COAM)



Patrick J. Spidell
Business Agent

ROSCOMMON COUNTY BOARD
OF COMMISSIONERS

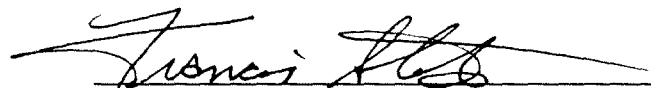


Larry D. Mead
Chairman

ROSCOMMON COUNTY SERGEANTS
AND LIEUTENANTS ASSOCIATION



ROSCOMMON COUNTY SHERIFF



Francis Staley
Sheriff



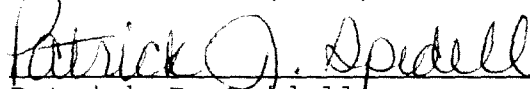
LETTER OF UNDERSTANDING
BETWEEN
ROSCOMMON COUNTY BOARD OF COMMISSIONERS
AND
SHERIFF
AND
POLICE OFFICERS ASSOCIATION OF MICHIGAN
AND
COMMAND OFFICERS ASSOCIATION OF MICHIGAN

Re: Command Bump Back into POAM Unit for Layoffs/Demotion.

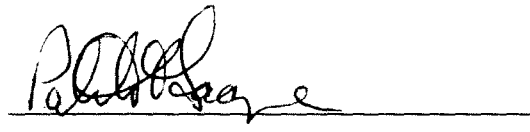
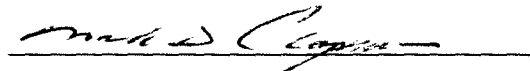
The parties who are signatories to this agreement hereby agree that Sergeants in the Command Unit(COAM), in the event of a layoff or demotion, may use and maintain full department seniority to return to their former deputy or corrections position(POAM) .

This Letter of Understanding will satisfy requirements contained in Article XIII, Section 13.1(C) of the COAM contract. This agreement will subsequently be incorporated into the next POAM contract (2007) in a new section under Article XIII, Section 13.6, Return to Unit.

COMMAND OFFICERS ASSOCIATION
OF MICHIGAN (COAM) ~


Patrick J. Spidell
Business Agent

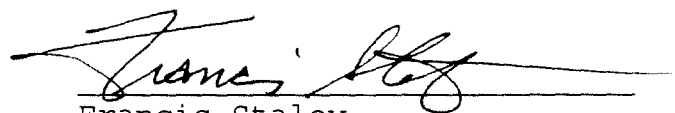
ROSCOMMON COUNTY SERGEANTS
AND LIEUTENANTS ASSOCIATION

ROSCOMMON COUNTY BOARD
OF COMMISSIONERS


Larry D. Mead
Chairman

ROSCOMMON COUNTY SHERIFF

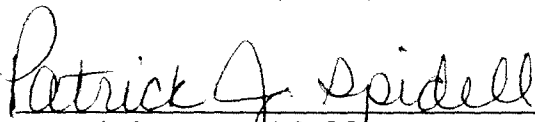

Francis Staley
Sheriff

LETTER OF UNDERSTANDING
BETWEEN
ROSCOMMON COUNTY BOARD OF COMMISSIONERS
AND
SHERIFF OF ROSCOMMON COUNTY
AND
COMMAND OFFICERS ASSOCIATION OF MICHIGAN

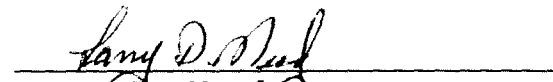
Re: Article XIV, Unpaid Personal Leave

The parties who are signatories to this agreement hereby agree to amend the collective bargaining agreement by leaving the current language in Article XIV, Section 14.1(A-M). Should a dispute arise during the term of the contract over the implementation of the language, the parties agree that this article and section shall be the subject of a re-opener clause for continued negotiations.

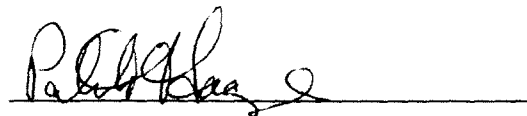
COMMAND OFFICERS ASSOCIATION
OF MICHIGAN (COAM)


Patrick J. Spidell
Business Agent

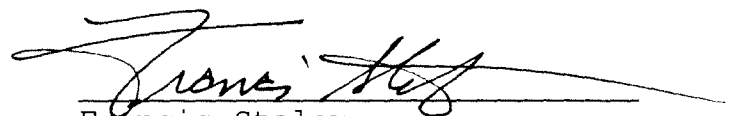
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ROSCOMMON COUNTY SHERIFF


Francis Staley
Sheriff





COMMAND OFFICERS ASSOCIATION OF MICHIGAN

27056 Joy Road • Redford, MI 48239-1949

January 11, 2008

Telephone (313) 937-9000
FAX (313) 937-9165
Voice Mail Extension

Cheryl Mollard, Controller
County of Roscommon
500 Lake Street
Roscommon, MI 48653

Re: COAM - MERS V-8 Vesting

Dear Ms. Mollard:

Per our previous discussions, this letter is to confirm the Union's acknowledgment that the parties agree that no one has had the necessity of utilizing the V-8 vesting provision in the MERS pension system. Therefore, the Union consents to the employer invoking the provision and making contributions starting in January 2008.

Sincerely,

COMMAND OFFICERS ASSOCIATION
OF MICHIGAN

Patrick J. Spidell
Business Agent

PJS/jlh