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12/31/2000

SAGINAW COUNTY BOARD OF COMMISSIONERS

SAGINAW COUNTY SHERIFF

--and--

POLICE OFFICERS ASSOCIATION OF MICHIGAN

UNIT III

January 1, 1997 through December 31, 2000

Saginaw County

AGREEMENT

THIS AGREEMENT, entered into this ____ day of _____, 1997 between the Board of Commissioners and the Sheriff for the County of Saginaw, a municipal body corporate of the State of Michigan, hereinafter referred to as the "Employer" and the Police Officers Association of Michigan, hereinafter referred to as the "Union" expresses all mutually agreed covenants between the parties heretofore.

PREAMBLE

THIS AGREEMENT, entered into by the Saginaw County Board of Commissioners and the Sheriff for the County of Saginaw, hereinafter referred to as the Employer, and the Police Officers Association of Michigan, hereinafter referred to as the Union 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 employment.

The parties ascribe to the principle of equal opportunities and shall share equally responsibilities for applying the provisions of this Agreement without discrimination as to age, sex, marital status, race, creed, national origin, political or Union affiliation.

The Employer and the Union encourage to the fullest degree, friendly and cooperative relations between the respective representatives at all levels and among all employees.

ARTICLE 1

RECOGNITION -- EMPLOYEES COVERED

Section 1.

Pursuant to and in accordance with all applicable provisions of Act No. 379 of the Public Acts of 1965, as amended, the Employer does hereby recognize the Union as the sole, exclusive representative for the purpose of collective bargaining in respect to rates of pay, hours of work and other specified conditions of employment, during the term of this Agreement for those employees of the Employer in a bargaining unit consisting of all full time Lieutenants and Captains of the Saginaw County Sheriff's Department, but excluding all other employees.

Section 2.

The Employer will not interfere with or discriminate in any way against any employee in the above bargaining unit by reason of his membership in the Union, or activity required by this Agreement, nor will the Employer encourage or discourage membership in the Union or any other organization.

ARTICLE 2

MANAGEMENT RIGHTS

Section 1. Management Prerogatives.

Unless specifically limited by provisions elsewhere in this Agreement, nothing in this Agreement shall restrict the Employer in the exercise of its function of management under which it shall have among others the right to hire new employees and to direct the working force, to discipline, suspend, discharge for cause, transfer or lay off employees, require employees to observe reasonable departmental rules and regulations, to decide the services to be provided to the public, schedules of work, work standards, and the procedures by which such work is to be performed.

It is agreed that these enumerations of management prerogatives shall not be deemed to exclude other prerogatives not enumerated. The exercise of the foregoing rights and responsibilities shall be limited by other provisions of this Agreement as well as by the Constitution and the laws of the State of Michigan and the Constitution of the United States.

ARTICLE 3

UNION SECURITY AND DUES DEDUCTION

Section 1.

Membership in the Union is not compulsory. Regular employees have the right to join, not join, maintain or discontinue their membership in the Union as they see fit. Neither the Employer nor the Union shall exert any pressure upon or discriminate against any employee with regard to such matters. The Union further agrees not to solicit Union Membership and not to conduct activities, except as otherwise provided for by the terms in this

Agreement, during working hours of the employees or in any manner that may interfere with employees engaged in work.

During the period of time covered by this Agreement, the Employer agrees to deduct from the wages of any employee who is a member of the Union, all Union representation fees, provided, however, that the Union presents to the Employer written authorization properly executed by each employee allowing such deductions and payments to the Union.

Representation fees will be authorized, levied and certified in accordance with the Constitution and By-Laws of the Union. Each employee Union member hereby authorizes the Union and the County without recourse to rely upon and to honor certificates by the Union, regarding the amounts to be deducted and the legality of the adopting such action specifying such amounts of the Union representation fees. The Employer agrees, during the period of this agreement to provide this check-off service without charges to the Union.

Section 2.

All employees in the bargaining unit shall as a condition of continued employment, pay to the Union, the employee's exclusive collective bargaining representative, the aforementioned representation fees. For present regular employees, such payments should commence thirty-one (31) days following the date of employment. The payment shall be a flat monthly fee adjusted no more than once per employee in a calendar year. At no time will this fee be based as a percentage of income and shall be attested to by the employees on a signed form made available to the Employer.

Section 3.

The Union shall indemnify, defend and save the Employer harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or as a result from any conduct by the Employer for the purpose of complying with Section 1 and 2 of this Article. Monthly representation fees shall be deducted in equal payments once each month.

ARTICLE 4

STEWARDS AND ALTERNATE STEWARDS

Section 1.

Union employees shall elect a steward who is a regular employee to represent them. Union employees may also elect an alternate steward, who is a regular employee to represent them in the absence of the steward.

Section 2.

The steward, or the alternate in the steward's absence, during regular working hours, without loss of time or pay, in accordance with the terms of this Article, may investigate and present grievances to the Employer, upon having received permission from his supervisor to do so. The supervisor shall grant permission within the eight (8) hour day of occurrence for the steward to leave his work for these purposes subject to necessary emergency exceptions. The privilege of the steward leaving his work during working hours without loss of time or pay is subject to the understanding that the time will be devoted to the proper processing of grievances and will not be abused. Employee abusing such time may be subject to disciplinary action.

The steward and alternate steward may be required to record time spent. All such stewards will perform their regular assigned work at all times except whenever necessary to leave their work to process grievances as provided herein.

Section 3.

The Union will furnish, in writing, to the Employer the names of its authorized representatives 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 representative of the Union with which it may be dealing.

ARTICLE 5

SPECIAL CONFERENCES

Section 1.

Special conferences for important matters not normally subject to the grievance procedure will be arranged between the Union and the Employer or his designated representative upon the request of either party.

Section 2.

Such meetings shall be between not more than four (4) representatives of the Employer and not more than four (4) representatives of the Local Union and one (1) representative of the Labor Council. Arrangements for such

special conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in special conferences shall be confined to those included in the agenda. Conferences shall be held during the normal work day. The members of the Union shall not lose pay for the time lost in such special conference.

Section 3.

Special conferences shall be scheduled within ten (10) days after the request is made unless otherwise agreed.

ARTICLE 6
GRIEVANCE PROCEDURE

Section 1.

It is mutually agreed that a grievance is any dispute, controversy or difference between the parties to this agreement on any issue with respect to or concerning the interpretation or application of this agreement or any terms or provisions thereof.

Step 1.

Any employee having a complaint in connection with his employment shall present it to the Employer with the following understanding: Before initiating a grievance, the employee must first discuss the matter orally with the Sheriff or his designee.

Step 2.

If the matter is not so resolved, the steward and/or the employee may discuss the complaint with the Sheriff. If not resolved in this manner it shall be reduced to writing on the regular grievance form provided by the Local Union, signed by the employee and presented to the Sheriff within five (5) days of the alleged grievance. The Sheriff shall answer said grievance within five(5) days of receipt of same.

Step 3.

If the grievance is not settled in Steps 1 and 2, the Union shall request a meeting between the Union representatives and the Sheriff and/or his representative, the County of Saginaw may also be invited, to review the matter. Such meetings will be held within ten (10) days after the date of written request and the Employer will render his decision within seven (7) days thereafter.

The Employer and the Union may by mutual agreement extend the time limits of the grievance procedure.

Section 2. Arbitration.

If the grievance is not settled in the last step above, the Union representative may submit such grievance to arbitration. The submission is to be made within thirty (30) calendar days after receipt of the last step answer. Each grievance submitted either to arbitration shall be submitted to the Federal Mediation and Conciliation Service or the Michigan Employment Relation Commission in accordance with their voluntary rules and regulations then existing, within the time specified above. Such rules shall govern the arbitration hearing.

The arbitrator shall have no power or authority to alter, amend, add to or subtract from the terms of this Agreement, nor to make any recommendation with respect thereto. Both parties agree to be bound by the award of the arbitrator and that the costs of any arbitration proceeding under this provision shall be borne equally between the parties but the fees and wages of representatives other than bargaining unit employees, shall be borne by the party incurring them.

Section 3. Time Limitations.

If the time limit is not met, by either party, then the grievance is settled in favor of the non-defaulting party. Unless otherwise specified, the term "days" as used in this Article shall mean Monday through Friday, exclusive of holidays.

ARTICLE 7
DISCHARGE AND DISCIPLINE

Section 1. Notice of Discharge or Discipline.

The Employer shall not discharge, suspend, or discipline an employee except for just cause. Before any disciplinary action is taken against a member, he shall be given an opportunity to state his position and offer any evidence immediately available to his supervisory officer who is rendering such discipline. Notice shall be given to the Union by the Employer of any discipline or discharge within forty-eight (48) hours of the invocation of such discipline or discharge, except as specifically excepted herein. The notice will normally be delivered to the steward or alternate. If neither are at work, a telegram or facsimile to the Union headquarters shall be sufficient notice.

Section 2. Charges and Specifications.

The charges resulting in such discipline or discharge shall be reduced to writing within forty-eight (48) hours, excluding holidays and weekends by the commanding officer recommending the action to the Sheriff. Copies shall be furnished to the Steward and the member against whom the charges are brought. The Union will receive notice of the final disposition of any disciplinary action. The employee shall sign a copy of the charge with the understanding that said signing does not necessarily constitute acceptance thereof.

Section 3. Specific Sections.

Such charges shall cite the specific sections of the rules and regulations and/or appropriate law or ordinance which the member is alleged to have violated. No member shall be required to make any statement written or oral, concerning the alleged offense prior to the Step Three (3) grievance meeting.

Section 4. Representation.

At all stages of the disciplinary procedure a Command Officer of the bargaining unit, against whom charges have been made, may be represented by a steward, alternate steward, Union representative or Union attorney.

Section 5. Past Infractions.

In imposing any discipline or current charge, the Employer will not base his decision upon any prior infractions of County or Departmental rules or regulations which occurred more than two (2) years previously, unless directly related to the current charge.

Section 6. Relieved of Duty.

In the event a member is relieved of duty, he shall be taken off the payroll and shall turn in his departmental equipment. Relieved of duty shall be used by the Department for awaiting criminal trial implementation and decision. In the event a member is exonerated of the charges causing the relieved of duty condition, he shall be reinstated to his prior position and compensated for all back wages lost due to the relieved of duty condition. Relieved of duty shall not last more than thirty (30) days except when there is a criminal prosecution authorized by a prosecutor or city attorney. During the period a member is relieved of duty, he shall receive all benefits except pay.

Section 7. Special Investigation.

If any member shoots, while in the line of duty, another person killing that person, that member may, at the employee's discretion, be inactivated receiving full pay and benefits for a period of three (3) days, except during periods of emergency. This period may be extended up to thirty (30) days for medical reasons. During the inactivation period the employee must make himself available for investigative purposes.

Section 8. Reassignment.

The Employer may, at its discretion, reassign an officer instead of taking one of the actions described above until the investigation is complete. Such reassignment shall be without prejudice.

Section 9. Continuance of Benefits.

If a member is suspended for disciplinary reasons, he shall not be entitled to his pay; however, he shall receive all other County benefits.

**ARTICLE 8
PROBATION**

Section 1.

New employees hired in the unit on a full time basis shall be considered as probationary employees for the first six (6) months of their employment. When an employee finishes the probationary period, by accumulating six (6) months of employment, he shall be entered on the seniority list of the unit and shall rank for seniority from the day six (6) months prior to the day he completes the probationary period. There shall be no unit seniority among probationary employees. Newly hired Probationary employees are not eligible for insurance coverage until the probationary period is complete.

Section 2.

The Union shall represent probationary employees for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment and other specified conditions of employment as set forth in Article I of this Agreement.

ARTICLE 9
SENIORITY

Section 1.

Seniority shall be on a department wide basis in accordance with the employee's date of entry into the Sheriff's Department.

- a.) Seniority shall not be affected by the race, color, creed, age, sex, marital status, or dependents of the employee.
- b.) The seniority list will show the rates, names and job titles of all employees of the unit entitled to seniority.
- c.) The Employer will keep the seniority list up to date and posted at all times and will provide the Local Union membership with up to date copies at least every six (6) months.

Section 2.

An employee shall lose his seniority for the following reasons only:

- a.) He quits, retires or receives a pension under Saginaw County.
- b.) He is discharged and the discharge is not reversed through the procedures set forth in this Agreement.
- c.) He is absent for three (3) consecutive working days (voluntary quit) without notifying the Employer. In proper cases, exceptions shall be made upon the employee producing convincing proof of his inability to give such notice. After such absence the Employer will send certified written notification to the employee at his last known address that because of his unexcused absence he has voluntarily quit and is no longer in the employ of the County.
- d.) If he does not notify the Employer within seven (7) days after receipt of certified written notification to return to work after lay off, as to the date when he will return, which must be within two (2) weeks after the delivery of such notice to his last known address. Exceptions shall be made upon the employee producing convincing proof of his inability to return as required.
- e.) Return from sick leave and leaves of absence will be treated the same as (c) above.
- f.) If he is laid off during the term of this Agreement for a continuous period equivalent to his seniority. However, in no event will employees laid off for a continuous period in excess of three (3) years retain their seniority.
- g.) Transfer or promotion out of the Sheriff's Department.

Section 3.

For the first ninety (90) days from the date of assignment to a supervisory position within the Sheriff's Department, an employee may upon request voluntarily return to the bargaining unit in line with his accumulated seniority.

Section 4.

Bargaining unit employees who were transferred or promoted prior to the effective date of this Agreement and employees subsequently transferred or promoted within the Sheriff's Department to a position outside the jurisdiction of this Agreement, may be returned to the position from which he/she was transferred or promoted with all Department seniority reestablished in this bargaining unit.

ARTICLE 10
PROMOTIONS

Section 1.

Whenever a vacancy occurs within the Command Unit, the then remaining members of the group shall evaluate the Sergeants from within the department and recommend to the Sheriff those deemed qualified. The recommendation shall not be binding on the Sheriff. Individuals considered for promotion to this unit may be required to have testing at the discretion of the Sheriff.

Section 2.

The Officer promoted shall be on probation for a period of six (6) months.

Section 3.

In the event that an officer promoted to the Command Staff cannot in the opinion of the Sheriff fulfill the duties of his new grade during his probationary period as a Command Officer, the Sheriff may reduce the employee

back to his last grade level at the time he was elevated to the higher grade or if the employee feels that he is not able to function in his new position, the employee may request to be placed back into his previous position.

ARTICLE 11 LEAVES OF ABSENCE

Section 1.

Employees shall be eligible for leaves of absence after one (1) year of service with the Employer. Leaves of absence are for employees who, in addition to their regular sick and vacation time require time off from their employment.

In the case of a request for a medical leave of absence, a doctor's certificate may be required. The Employer reserves the right to review the doctor's certificate and prior to effecting the medical recommendations contained therein, to schedule the affected employee for an examination with a physician retained by the Employer (at the Employer's expense) to reevaluate the employee's medical status and ability to perform his/her normal work duties.

In the event the employee's doctor and doctor retained by the County disagree, a third physician's opinion shall be obtained. The third doctor (whose fee will be split equally between the County and the employee) shall be appointed by a mutual agreement between the two previous doctors. The procedure of Medical Arbitration shall be used in any case involving a medical opinion.

Section 2.

Any request for a leave of absence shall be submitted in writing by the employee to the Employer. The request shall state the reasons the leave of absence is being requested and the approximate length of time off the employee desires.

Section 3.

Authorization or denial for a leave of absence request shall be furnished to the employee by the Employer, and it shall be in writing.

Section 4.

An employee on an unpaid approved leave of absence will not accumulate seniority during the leave. The Employer shall continue to provide life insurance hospitalization, and dental benefits during the first thirty (30) days of an unpaid personal leave of absence. After said thirty (30) day period the employee, if he/she chooses, shall make arrangements with the Employer for the continuation and payment of such benefits as permitted under COBRA.

Section 5.

Further extension beyond the return date designated may be granted after thorough investigation and upon a finding that extension of time is necessary and just.

Section 6. Military Leave.

Except as herein provided, the reemployment rights of employees and probationary employees will be limited by applicable laws and regulations.

- a.) Whenever employees who are members of the National Guard, Naval Reserve, Army Reserve, Marine Reserve or Air Corps Reserve are called to active duty, they shall be entitled to a leave of absence in addition to their annual vacation leave from their respective duties. The employee shall receive the difference between his regular salary and that received for such training. Such leave time shall not exceed two (2) calendar weeks.
- b.) Employees who are called for a physical for the Armed Services are to be granted pay for the day of the physical.
- c.) Employees (other than temporary employees) within this bargaining unit who shall be inducted into the Armed Services of the United States or who shall volunteer for such service, shall upon completion of such initial service be reinstated to their former position or to a position of like seniority, status and pay, with the further provision that the length of service with the Armed Services shall be included in the determination of their seniority, status and pay, with the further provision that the length of service with the Armed Services shall be included in the determination of their seniority, status and pay upon such reinstatement; provided that they shall be honorably

discharged from the said military service, that the employee is still mentally and physically qualified to perform the duties of such position and that application for reemployment is made within ninety (90) days subsequent to such honorable discharge or from hospitalization continuing from discharge for a period of not more than one (1) year.

Section 7.

- Employees shall be granted a leave of absence with pay when they are required to report for jury duty.
- a.) Employees shall be paid the difference between any jury duty compensation they receive and their regular wages for time necessarily spent in jury service. Seniority will continue to accrue to the employee while on jury duty. Employees will be paid for the full day after endorsing the jury check to the Employer.

Section 8.

Employees required either by the County of Saginaw or any other public agency to appear before a court or such agency on any matters related to the lawful performance of their duties to the Employer in their work for Saginaw County and in which they are personally involved as a result of the faithful performance of their duties to the Employer shall be granted a leave of absence with pay (as set forth in the following paragraph) for a period during which they are so required to be absent from work.

Such employees shall be paid the difference, if any, between the compensation they receive from the court or agency and their wages for time necessarily spent in such. Employees will be paid for such time after turning over the witness fees to the Employer.

Section 9.

An employee wishing to further his education in his chosen profession may be granted educational leave for a maximum of two (2) years without pay. This leave may be extended by mutual agreement. Employees shall not accumulate benefits or seniority while on such leaves of absence.

ARTICLE 12
HOURS OF WORK AND PREMIUM PAY

Section 1.

The Sheriff shall establish the work week and work schedule of the bargaining unit. Coffee breaks and rest periods shall be taken as in accordance with past practice.

Section 2.

The Employer shall continue biweekly pay periods. Each employee shall be provided with an itemized statement of his earnings and of all deductions made for any purpose.

ARTICLE 13
HOLIDAYS

Section 1.

The following days shall be designated and observed as paid holidays effective upon ratification of the Agreement:

- 1.) New Year's Day, January 1
- 2.) Martin Luther King's Birthday, 3rd Monday in January
- 3.) President's Day, 3rd Monday in February
- 4.) Good Friday Afternoon
- 5.) Memorial Day, last Monday in May
- 6.) Independence Day, July 4
- 7.) Labor Day, 1st Monday in September
- 8.) Veteran's Day, November 11
- 9.) Thanksgiving Day, 4th Thursday in November
- 10.) Day after Thanksgiving
- 11.) December 24, Christmas Eve
- 12.) Christmas Day
- 13.) December 31, New Year's Eve

Section 2.

Personnel who report to work or are working on a day designated as a snow day at a time following closure of the Saginaw County Courthouse (during regular weekday working hours 8-5) by designation of the County Board Chairman, shall have all hours worked from the time of closure compensated at the regular overtime rate of one and one half times the regular hourly rate. This rate shall only apply to shifts worked for the remainder of that calendar day.

In view of the nature of their duties and priority need for law enforcement in times of emergency or natural disaster, bargaining unit personnel will make every reasonable effort to report to work and remain at work during "snow days" when required.

Section 3.

It is further agreed that in the event the Board of Commissioners designate other holidays not listed above, and such days are granted to other County employees they shall also be granted to Bargaining Unit Personnel if the holiday added is not in exchange for another holiday.

Section 4.

Employees must work their scheduled day before and their scheduled day after a holiday or be on an authorized leave in order to be paid for the holiday.

Section 5.

In the event one of the holidays falls on a Sunday, the following day, Monday, will be recognized holiday for eligible employees; if the holiday falls on a Saturday, the preceding Friday will be recognized as a holiday. However, employees assigned to seven (7) day operations will celebrate the actual date of the holiday.

Section 6.

All eligible employees shall receive eight (8) hours pay at their straight time rate for holiday pay.

Section 7.

If a holiday is observed on an employee's scheduled day off or during his vacation, he shall be paid for the unworked holiday.

ARTICLE 14
PAID TIME OFF

Section 1.

New unit members will have their vacation, personal and sick time banks converted to the PTO time bank on a 1 for 1 basis. Regular full time employees shall accrue Paid Time Off (PTO) in accordance with the following provisions:

Non-probationary Employees with more then 6 months and less than three (3) years of service shall accrue PTO in the amount of seventeen (17) days per year. Probationary employees are not eligible for PTO and accrued PTO is not credited until completion of the probationary period which is generally 6 months.

Employees with three (3) but less than five (5) years of service shall accrue PTO in the amount of nineteen (19) days per year.

Employees with five (5) but less than ten (10) years of service shall accrue PTO in the amount of twenty one (21) days per year.

Employees with ten (10) years but less than fifteen (15) years of service shall accrue PTO in the amount of twenty three (23) days per year.

Employees with fifteen (15) but less than twenty (20) years of service shall accrue vacation in the amount of twenty five (25) days per year.

Employees with twenty (20) years or more of service shall accrue PTO in the amount of twenty (27) days per year.

PTO time will not accrue during absence due to Workers Compensation or Paid Disability Leave after the first 90 days of a workers compensation or disability leave.

Section 2.

The number of PTO hours carried forward into a new calendar year shall be unlimited.

Section 3.

Upon termination of employment due to the resignation, death, retirement, dismissal or layoff, an employee shall be compensated at 50% cash value for the unused PTO time up to a maximum of 1200 hours (Maximum payment of 600 hours at employees current rate of compensation) through date of termination that such employee has accrued.

Section 4.

Scheduled PTO time by classification and affected shifts, will be worked out as far in advance as possible. To accomplish this and to consider the wishes of seniority employees, after December 1st, each employee shall indicate on a yearly calendar his/her PTO request, said request shall be submitted no later than January 1st. After January 1st, all employees who have failed to select their reserved PTO time will take whatever time is available on a first come first served basis. The sheriff will notify employees of approval of vacation periods within a reasonable time after January 1st, of the applicable year.

Discretionary PTO time (non documented illness) use must be scheduled in advance. Annual PTO use for purposes other than documented disability or illness is limited to twice the amount of time that can be accrued in a year.

Section 5.

PTO pay will be paid at the current rate of the employee at the time the time is used or paid, in the event of severance payment. Current salary shall include any increase in salary schedule by reason of length of service, or any percentage increase which an employee is entitled to by reason of any increment plans. PTO compensation will be used in computing final average compensation.

Section 6.

If any employee becomes ill and is under the care of a duly licensed physician or recognized practitioner during his scheduled PTO, his discretionary PTO for the number of days documented as ill may be rescheduled with concurrence of the Sheriff. Evidence of illness may be required by the Employer.

Section 7.

Discretionary PTO may not be waived by an employee and extra pay received for work during that period.

Section 8.

When a holiday observed by the Employer falls during an employee's scheduled PTO, the holiday will be allowed and the PTO leave will be extended accordingly by request prior to taking vacation.

Section 9.

In the event an employee is called back to work from Vacation, s/he shall be compensated as follows:

- 1.) If the employee is required to terminate his vacation by the Employer, s/he shall be credited with such time beginning with the day notification is received by the employee.
- 2.) By paying s/he time and one-half (1 1/2) his/her regular pay for hours worked during the scheduled PTO period.

Section 10.

For the purpose of computing PTO in accordance with the above provisions, hours worked shall include excused time off with pay due to sickness or injury.

Section 11.

Employees shall be permitted to schedule their PTO in conjunction with their pass day.

ARTICLE 15
DISABILITY LEAVE

Section 1.

Effective January 1, 1994 the present short term/long term disability plan will be replaced with a new Long Term Disability Plan described below. On the date of Board approval of this Agreement, the existing disability plan will be modified for the purposes of application. Individuals on disability on the ratification date will have the provisions of the previous contract apply.

- 1.) Regular full-time employees with six (6) months or more of service shall be eligible for Long-Term Disability subject to the following condition.
- 2.) An employee unable to work for reason(s) of accidental non-work related injury or illness shall be paid fifty percent (50%) of his/her basic weekly gross wage, following a disability which has existed for 30 working days, for up to two (2) years or the employee's department seniority, whichever is lesser, of a continuing disability. Absence due to reoccurrence of the same illness or injury shall be paid accordingly, except however, no more than two (2) years disability pay shall be paid for the same illness or injury.
- 3.) Under no circumstances will an employee be eligible for benefits described in (1) or (2) except by Employer approved medical disability. Benefits will not be paid unless the employee submits the attending physician's certificate of disability stating the nature of illness or injury and anticipated period of disability. In all cases of alleged disability, the Employer retains the right to verify said certificate(s) and may refer the employee to a physician of its choice whenever it deems necessary at the Employer's expense.
- 4.) Disability payments shall terminate when the employee returns to regular work or restricted work if directed by medical authority and approved by the Employer; when the treating physician's statement of disability expires and an extension is not provided; when the employee retires under M.E.R.S. as a result of disability or normal service retirement.

Disability payments described herein shall be offset by any Social Security disability payment due or received by the employee. An employee determined permanently disabled shall be obligated to apply for benefits from the Social Security Administration and in such case any Disability payments received by the employee from the Employer for any period paid by Social Security shall be repaid by the employee to the Employer.

All payroll deductions in effect immediately prior to disability will be deducted from Disability payments.

- 5.) PTO time may be used to supplement disability payments up to 100% of the employees normal weekly gross wage.

Section 2.

Any employee of the County who finds it necessary to be absent from his or her work shift due to illness shall notify the Sheriff's Office one (1) hour prior to the beginning of that duty shift whenever possible. If the sheriff is not available, the employee must speak with the next ranking Sheriff Department Employee. The Employer may request a written explanation as to why the employee did not meet the one (1) hour time limit.

Section 3.

Disability leave may be allowed in cases of sickness or injury occurring during the PTO period. Evidence of such incapacity must, however, be provided to the satisfaction of the Sheriff.

Section 4.

Hospitalization and Dental insurance will continue during the period of disability with the employee participation at the regular cost share rates. Life insurance will continue at no cost to the employee during the period of the disability.

ARTICLE 16 LONGEVITY

Section 1.

Full time members of the bargaining unit shall receive an annual longevity bonus payable as soon as possible on or after December 1 of each year in the following amounts:

After 6 years of service...	\$ 400.00
After 12 years of service..	\$ 700.00
After 18 years of service..	\$1000.00
After 19 years of service..	\$ 70.00 per year

An employee who retires or dies during the year, who would otherwise have been eligible for longevity pay on December 1 of the payment year, shall receive pro rata longevity pay for the year. An employee who is laid off subsequent to September 1 of the payment year, who would otherwise have been eligible for longevity pay on December 1, shall receive pro rata longevity for the year.

ARTICLE 17
INSURANCE

Section 1. Hospital, Medical, Surgical and Prescription

The Employer shall pay the premium except as provided in Section 7 for Saginaw County Health Care Program with the option being option 1 known as PP01. The plan shall also provide the prescription plan known as Preferred Rx. The employer shall provide coverage for each employee, their current spouse and dependents or equivalent coverage. The Employer shall continue to pay the premium for such insurance for the employee, his current spouse and dependents when the employee, during any period is disabled through injuries that are service connected. The Employer shall continue to pay the premium for such insurance providing coverage for the widow or widower and dependents of any employee killed or fatally injured as a result of an occurrence arising out of or in the course of the employee's employment while the employee is actually on duty, provided however, such obligation to pay premium shall cease in the event the widow or widower remarries. Dependents as used in the Section shall be in accordance with the definitions of the insurance carrier.

It is acknowledged by both parties that if participation in a National Health Insurance Plan is mandated, the national coverage will be substituted for the provisions agreed to in this contract.

Section 2. Health Insurance For Retirees

An employee retiring on or after 1/1/97 from Saginaw County employment and his/her spouse at time of retirement shall be eligible to continue with group health insurance at a rate established by the number of years of County service listed in the table below provided proper application is made prior to retirement and the employee is a member of the Plan on the day of retirement.

Full Time Years of Service	Employer Pays	Employee Pays
6	20%	80%
7	25%	75%
8	30%	70%
9	35%	65%
10	40%	60%
11	45%	55%
12	50%	50%
13	55%	45%
14	60%	40%
15	65%	35%
16	70%	30%
17	75%	25%
18	80%	20%
19	85%	15%
20 & Over	90%	10%

Retirees may choose either the Traditional Health Care Plan or the Current PPO program available to full time employees except that the Hospitalization/ medical insurance shall be converted to Medicare complementary coverage upon attainment of 65 years of age. It is each individuals personal responsibility to contact the Social Services administration regarding Medicare. The health care option chosen at the time of retirement must be the option that the retiree remains covered under until age 65. The members understand that the PPO plan most likely will cost them additional out of pocket costs if they choose to live anywhere other than Saginaw County during their retirement. It is also acknowledged that once the health plan is chosen, they will only have one opportunity to switch to other existing options one time prior to age 65. Upon attainment of age 65, the complementary medicare provisions described above apply.

Section 3. Professional Liability Insurance.

The Employer shall provide at no cost to the employee a policy of professional liability insurance to indemnify and protect employees against loss arising out of any claim of any nature brought against the employee arising out of the performance in good faith of the official duties of such employee. Such liability insurance shall protect the employee where he might become legally obligated to pay compensatory damages of:

- a.) False arrest, detention or imprisonment or malicious prosecution.
- b.) Libel, slander or defamation of character.
- c.) Invasion of privacy, wrongful eviction or wrongful entry.
- d.) Assault and battery pursuant to, during and after arrest.

For the purposes of this Section, official duty shall be construed to be acts done pursuant to authority conferred by law or within the scope of employment or in relation to matters committed by law to the employee or to the Sheriff's Department under whose authority the employee is acting, whether or not there is negligence in the doing or beyond the normal duty hours. Where there is willful misconduct or lack of good faith in the doing of any such acts, the same shall not constitute the performance in good faith of the official duties of any employee within the operation or intent of this Section. The coverage provided shall be in accordance with the limits of the Saginaw County general liability insurance policy (currently at \$10,000,000.00 (Ten Million Dollars) and shall include the cost of defense, including attorney fees.

Section 4. Life Insurance

The Employer shall pay the full premium upon a term policy of group life insurance providing coverage to each employee on the first day of the month following completion of six (6) months of continuous service in the amount of \$50,000 and \$50,000 accidental death and dismemberment insurance. The amount reduces to 92%, 84%, 76%, 68%, 60% and 50% of the base amount on the employee's 65th, 66th, 67th, 68th, 69th and 70th birthdays, respectively.

The Employer shall pay the full premium for life insurance for all bargaining unit employees who retire on or after the first of the month following ratification from the County in the amount of \$4,000.

Section 5.

The Employer agrees to pay the premium except as provided in Section 6 for a dental plan for employees and authorized dependents equivalent to the Delta Dental Plan of Michigan as follows:

Eligible Persons: Full-time permanent employees, their legal spouses and dependent children to the end of the calendar year in which they attain the age of 19 or dependent unmarried children until the end of the calendar year in which they attain the age of 25 if eligible as defined by the carrier.

Waiting Period: employees who are eligible shall be covered on the first day of the month following one year of completed full-time service. Percentage:

Class I Benefits -- 100% (Preventive, diagnostic, and emergency palliative)

Class I Benefits -- 80% (Radiographic, oral surgery, restorative, periodontics, endodontics)

Class II -- 50% (Bridges, partials, and dentures)

\$1,000.00 maximum per person per contract year for Class I and II benefits.

Section 6.

Employees eligible for coverage by Saginaw County both as an employer and as a dependent shall not be eligible for dual coverage. This does not exclude coverage by another Employer. Transfer from one group to the other may be accomplished only at the annual reopening.

An Employee who is eligible for enrollment in a County health insurance program may choose to receive fifty dollars (\$50) per month in lieu of such insurance coverage; provided, however the employee provides proof of another source of insurance and signs a statement attesting to said insurance coverage, and is not covered as a dependent on a County paid health plan.

If an employee's status changes such that he/she is no longer eligible for coverage under another policy (divorce, death of spouse, etc.) the employee may reenter County coverage subject to the terms and conditions of the carrier. In the event that a lapse in coverage occurs due to the employee not notifying the County in a timely manner, or for any other reason not directly attributable to the County, the County shall in no way be held liable for health coverage during such lapse.

Section 7.

Employees shall pay 10% of the cost of health and dental insurance. The Employer shall pay the remaining ninety (90) percent of the premium; provided however, the employee shall be responsible for the additional cost of sponsored dependent riders.

ARTICLE 18
LAY OFF AND RECALL

Section 1.

The word "layoff" means a reduction in the Command Staff due to a decrease of work or limitation in funds. Such layoffs shall not be arbitrary or capricious.

Section 2.

Employees will be laid off according to time in grade seniority on a classification basis provided the employees retained are able to perform the available work. Employees to be laid off shall have the option of taking layoff or exercise their unit seniority by bumping downward into the next lower classification in which they have the ability to perform the available work. Bargaining unit employees subject to layoff from the Unit shall be given the opportunity to exercise their Department seniority to bump into the highest paid classification in Units II and I, provided his/her Department seniority is greater than the Department seniority of the employee in Unit II or I.

Section 3.

Employees to be laid off for any period of time shall be given a minimum of fourteen (14) days notice of layoff. The Steward shall be given a list of employees being laid off on the same date the notices are issued to the affected employees.

- a.) When the Command Staff is to be increased or an opening occurs after a layoff, employees shall be recalled in reverse order of layoff.
- b.) Notice of recall may be by telephone call, confirmed by certified mail to the employee's last known address.
- c.) Employees will be granted up to two (2) weeks to return to work upon request.

Section 4.

In the event that the Sheriff is not reelected or the Undersheriff not reappointed to his present position and provided that the Sheriff or Undersheriff were members of the Rank and File of the Department for a minimum of four (4) years, either may revert back to their former positions in classification held prior to taking office or accepting their appointments. In returning to a position within the bargaining unit either employee shall have accumulated seniority while in the elected or appointed position.

ARTICLE 19
GENERAL

Section 1. Equipment

The Employer shall furnish to the employee all equipment deemed necessary to perform the duties assigned their classification and keep same in safe operating condition.

Section 2 Clothing.

The Employer shall furnish employees all necessary equipment and articles of clothing required by the Sheriff in the performance of their duties.

Section 3. Ornammentation

The Employer shall furnish all necessary equipment such as patches, bars, stripes and name tags and replace such items as necessary.

Section 4. Service Records.

The parties agree that records of service will be kept in the employee's personnel file and citations will be awarded in instances of meritorious performance, above and beyond the call of duty. The employee shall upon request in the presence of the Employer have access to his personnel file consistent with P.A. 397.

Section 5. Range and Ammunition.

The Employer shall make a firing range and ammunition available to the employees for target shooting and the employees shall qualify with their service weapons a minimum of twice (2) yearly. Failure to qualify with the service weapon may be grounds for disciplinary action.

Section 6. Union Representatives.

Authorized representatives of the Union shall be permitted to visit the operation of the Employer during working hours to talk with the stewards of the Local Union and/or representatives of the Employer concerning matters covered by this Agreement without interfering with the progress of the work force. The Union will arrange with the Employer for time and place prior to the occurrence of such visits.

Section 7. Training Expenses.

The Employer shall pay the tuition, expenses, and provide proper transportation for schools or courses attended at the direction of the Employer. Employees will receive mileage at the current County rate if the class is held outside of Saginaw County and if transportation is not otherwise available.

Section 8. Mileage.

Whenever an employee is requested by the Employer to use his own personal vehicle in the line of duty and on the business of the Employer, he shall be accorded mileage allowance. The mileage compensation paid will be equal to the prevailing Internal Revenue Service Rate.

Section 9. Vehicles.

If a vehicle should be regarded as defective, an employee should immediately inform his immediate supervisor. If the supervisor determines the car to be defective, he shall cause the vehicle to be removed from service until cleared by a certified mechanic designated by the Employer as fit for road service.

Section 10. Time Lost

An employee who is injured while on the job and is required to leave the job by medical authority will be paid for the time lost from scheduled work for the remainder of the day.

Section 11. Accidents

Any employee involved in any accident shall immediately report said accident and/or any physical injury sustained, to his immediate supervisor prior to termination of his duty shift in which his injury occurred.

Section 12. Bulletin Board.

The Employer will provide a bulletin board in the facility where employees hereunder are employed for the posting of seniority and vacation lists and for the use of the Union and the Employer. Only official notices are to be posted and must have the signature of the Union Business Representative or the Shop Steward for the Union. The Union will promptly remove from such Union bulletin boards upon written request of the Employer any material which is detrimental to the Union-Employer relationship.

Section 13. Schools and Training.

The Employer will post a list of schools and training courses which it makes available to department personnel and will offer such schooling and training to a predetermined number of those employees of the bargaining unit who request, in writing, their desire to attend. Seniority shall be considered in the selection of employees who attend such schooling or training. The decision of the Employer in his selection shall not be arbitrary or capricious.

Section 14. Higher Classification Pay.

If an employee is required to work in a higher classification he shall receive the higher rate of pay in said classification, if the employee works in such classification for more than eight (8) hours in a pay period. Employees required to work in a higher classification for more than eight (8) hours in any pay period, shall be paid the higher rate of pay for all hours worked in the higher classification within such pay period, beginning with the first day. The Employer shall not assign other employees to such assignments to circumvent the payment to any employee assigned originally.

Section 15. Rest Period.

Employees shall normally be granted a minimum rest period of eight (8) hours before having to report back to duty, except in situations of manpower shortages or emergencies.

Section 16. Bonds.

Should the Employer require any employee to be bonded, any premium involved shall be paid by the Employer.

Section 17. New Classification Pay.

When the Employer assigns rates of pay to new classifications or adds new work assignments to present classification, the Union may challenge such rates through the Grievance Procedure.

Section 18.

The Employer will provide wash rooms and lockers for the changing and storing of clothing. Lockers of individual officers will not be opened for inspection, except in cases of a court order, or in the presence of the officer or his designated representative or Steward.

Section 19. Outside Work, Overtime, Seasonal Assignments.

No member of this unit may work unauthorized overtime including special duty such as seasonal activities, special assignments, prisoner transport etc.

ARTICLE 20
CLOTHING ALLOWANCE

Section 1.

A clothing allowance in the amount of \$450.00 per year shall be paid to all employees required to wear civilian clothing. Payment shall be based on twelve (12) equal monthly increments -- one-half (1/2) payable on or about June 15 and December 15 each calendar year. Employees required to wear civilian clothing shall receive payment on a prorated basis for those months they are required to wear civilian clothes.

Section 2.

The cleaning of uniforms issued by the Employer shall be the responsibility of the Employer. Employees required to wear civilian clothes shall be entitled to an equivalent value of cleaning services. All uniformed personnel shall receive one-hundred dollars (\$100.00) per year payable on or about December 15 of each calendar year.

ARTICLE 21
WORKER'S COMPENSATION

Section 1.

In the event an employee sustains an occupational injury, he will be covered by applicable Worker's Compensation Laws. Any employee sustaining an occupational injury, shall receive the first seven (7) calendar day with pay not chargeable to any other benefit. The employee shall fill out the appropriate Worker's Compensation forms and must substantiate such injury. This Article shall apply only to compensable injuries.

Section 2.

An employee shall be entitled to use his PTO bank to supplement worker's compensation payments to 100% of his regular net pay. Average net pay and worker's compensation payments shall be as defined by the applicable Michigan Worker's Compensation Laws. Supplementation shall be to the nearest full hour at the employee's regular rate of pay. All lost time must be substantiated by medical opinion. Supplementation of contested or litigated claims shall not be made until an award is made in favor of the employee.

Section 3.

Fringe benefits that will be provided for an individual on workers compensation will be Health Insurance, Dental Insurance and Life Insurance. PTO will accrue for the first 90 days only.

ARTICLE 22
PENSION

Effective January 1, 1994, the retirement program shall be as follows:

1. Michigan Municipal Employees Retirement System plan B-4 (2.5% of members final average compensation multiplied by years and months of credited service. This benefit shall not exceed 80% of members final average compensation.
2. FAC 5 - Final average compensation is computed on the highest 60 consecutive months of earning, divided by 5.
3. F50/25 - Standard early retirement requires 25 years of service and 50 years of age.
4. V-6 - Employees shall be vested (entitled to applicable pension benefits) after six years of credited service with pension payable at age 60.

Effective January 1, 1994, all new County employees shall become members of the Saginaw County Defined Contribution Plan (independently administered as a Trust Fund in conjunction with the International City Managers Association ICMA) which provides for the following employee and employer contributions:

Employer Contribution	Employee Contribution	Total
6%	0	6%
9%	3%	12%

The employee may select one of the above contribution plans initially upon being hired and may change the contribution plan during the months of June and December effective the first payroll in July and January, respectively. Employees under the Defined Contribution Plan can retire at age 55 with 7 years of service.

Under the Saginaw County Defined Contribution Plan, the employee will be provided with maximum portability of both the employee and employer contributions including earnings on the employer and employee contributions by allowing the employee, upon termination of employment to withdraw the entire amount of the employee contribution including earnings on the employee contribution and a percentage of the employer contributions, on a sliding scale based on the years of service as scheduled below:

Yrs. of Serv.	Retained by Employee
0-3	0%
3-4	25%
4-5	50%
5-6	75%
6+	100%

The County shall be responsible for coordinating the Saginaw County Defined Contribution Plan with the ICMA and shall hold the Union harmless for employee liability related to the new program. Employees who join this unit as members of the Defined Contribution Program shall remain as members of that program.

If a unit member transfers to a lower unit as a result of their action, that person shall remain a member of the retirement plan offered to this unit for five years.

ARTICLE 23 MAINTENANCE OF STANDARDS

The Employer agrees that all conditions of employment in his individual operation relating to wages, hours of work, overtime differentials and general working conditions shall be maintained at not less than the highest minimum standards in effect at the time of the signing of this Agreement, and the conditions of employment shall be changed wherever specified provisions for changes are made elsewhere in this Agreement.

ARTICLE 24 SALARIES

It is agreed that salaries shall be as indicated in Schedule "A", attached hereto and made a part hereof by reference. In addition to the wages presented in the wage chart in Schedule "A", Captains and Lieutenants shall be eligible to receive an On-Call stipend of \$3000 annually based upon providing 12 weeks of 7 day on-call service, during which time designated duty employee will be available in a response ready mental and physical condition. The stipend will be paid in the regular payroll spread over 26 payrolls annually.

ARTICLE 25
FUNERAL LEAVE

In the event of a death in the employee's immediate family, i.e., Mother, Father, Sister, Brother, Spouse, Child, Stepchild, Legal Guardian, Parent-in-law, Grandparents, and Grandchildren, the employee shall be excused without loss of pay on the days in which the employee has been scheduled to work for a period of not more than three (3) consecutive work days, one of which shall be the day of the funeral. The Employer may grant an extension of leave, with pay, for extenuating circumstances.

If the death occurs more than 200 miles from the County Building, employee shall be granted an additional two (2) days total for travel.

In the event of the death of a close relative, i.e. brother or sister of spouse, employee shall be granted one (1) day, without loss of pay, for the purpose of attending the Funeral. If the death occurs more than 200 miles from the County Building, employee shall be granted an additional two (2) days total for travel.

ARTICLE 26
SAVINGS CLAUSE

If any Article or Section of the Agreement or any addendum thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be reinstated by such tribunal, the remainder of the Agreement and addendum shall not be affected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.

ARTICLE 27
TERMINATION OF AGREEMENT

Section 1.

This Agreement shall become effective as of the date of ratification by both the Union and the County of Saginaw, except the wage provision of this Agreement which shall be retroactive to January 1, 1997. The Agreement shall continue in full force and effect to and including December 31, 2000 and from year to year, thereafter, unless written notice of desire to cancel or terminate the Agreement is served by either party upon the other at least sixty (60) days prior to date of expiration.

Section 2.

It is further provided that where no such cancellation or termination notice is served and the parties desire to continue said Agreement, either party may serve upon the other a notice, at least sixty (60) days prior to December 31, 2000, advising that such party desires to continue this Agreement but also desires to revise or change the terms or conditions of such Agreement. The respective parties shall be permitted all lawful economic recourse to support their request for revisions if the parties fail to agree thereon.

Section 3.

In the event of an inadvertent failure by either party to give the notice set forth in Section 1 and 2 of this Article, such party may give such notice at any time prior to the termination of automatic renewal date of this Agreement.

ARTICLE 28
DRUG TESTING

A. 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 reasonable employee drug testing programs.

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 a law enforcement employee's physical and mental health and, thus, job performance.

Where law enforcement employees participate in all forms of substance abuse 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 sworn employees commencing July 1, 1995.

B. DEFINITIONS

1. Law Enforcement Employee - All members of the Saginaw County Sheriff Department who are employed by the County of Saginaw under the direction of the Sheriff.
2. Supervisor - Those officials assigned to a position having a day-to-day responsibility for supervising subordinates, or who are responsible for commanding a work unit.
3. Drug Test - The compulsory or voluntary production and submission of urine or blood, in accordance with departmental procedures, by an employee for chemical analysis to detect prohibited drug usage.
4. 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 illegal drugs while on or off duty.
5. 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 in such a manner as to impair his or her ability to perform their required duties.
6. Probationary Employee - For the purposes 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 law enforcement employee.
7. 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.
8. 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.
9. Explainable Positive Result - A positive finding in a urine specimen that contained that drug for legitimate reasons; such as a prescribed medication, a food product, or medication administered during a medical or dental treatment.
10. False Positive Result - A positive finding in a urine specimen that did not contain that drug.

C. PROCEDURES/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 the bottle label to his immediate supervisor.

The employee shall advise the supervisor of the known side effects of such medication, as well as the prescribed period of use.

- 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 and reassigned pending a departmental investigation at the discretion of the Sheriff or his/her designee, when one of the following occurs:
 - a. A refusal to participate.
 - b. Probable cause.
 - c. The Medical Review Officer determines that an employee's drug test was positive.During the reassignment period, the employee will receive his/her regular pay and shall make themselves available for consultation.

7. Applicant Drug Testing

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

8. 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 to 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 when he/she determine that factors beyond the control of the employee were unresolved.

9. 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:

- a. A supervisor may order an employee to take a drug test upon documented 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.
- b. Upon reasonable suspicion the Sheriff or his designee 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 subsection d. of this section. 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.
- c. A drug test will be administered as part of any promotional physical examination required by this department.
- d. All employees shall be uniformly tested during any unannounced, periodic testing required by the department. Periodic testing for all employees will not exceed twice in a calendar year except for those employees assigned to the narcotics unit.
 1. The Sheriff or his designee shall determine the frequency and timing of such tests.
 2. 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.
- e. A drug screening test shall be considered as a condition of acceptance to the Narcotic Unit. Furthermore, the members of the Narcotic 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. Employees in narcotics may be required to submit to more than 2 tests in any calendar year.

D. 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 Saginaw 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.

E. 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. A pre-test interview shall be conducted by testing personnel to ascertain and document the employee's recent use of any prescription or nonprescription 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 M.R.O. may determine whether the test result is an explainable positive.
4. The testing area shall be private and secure. Authorized testing personnel shall search the testing area before an employee enters same in order to document that the area is free of any foreign substances.
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 four 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, 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 laboratory 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 initial 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 Deputy and laboratory technician, and checked against the identity of the employee. Samples shall be stored in a secure and refrigerated atmosphere until testing 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.

F. 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 screening procedure. An initial positive test result will not be considered conclusive; rather, it will be classified as "confirmation pending." Notification of test results to the supervisor or other departmental designee shall be held until the confirmation test results are obtained and verified by the M.R.O.
3. A specimen testing positive will undergo an additional confirmatory test. The confirmation procedure shall be technologically different and more sensitive than the initial screening test.
4. The drug screening tests selected shall be capable of identifying marijuana, cocaine and every major drug of abuse including heroin, phencyclidine, amphetamines and barbiturates. Personnel utilized for testing will be qualified to collect urine samples, or adequately trained in collection procedures.

- 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 metabolites	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 GC/MS test on a urine specimen that tested positive using a technologically different test than the initial screening method:

	Confirmatory Test Level (ng/ml)
Marijuana metabolite	15*
Cocaine metabolite	150**
Opiates:	
Morphine	300+
Codeine	300+
Phencyclidine	25
Amphetamines:	
Amphetamine	500
Methamphetamine	500
Barbiturates	300

* Delta-9-tetrahydrocannabinol-9-carboxylic acid

** Benzoyllecgonine

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

- 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. These cutoff levels are subject to change by the Department of Health and Human Services as advances in technology or other considerations warrant identification of these substances at other concentrations. If these cutoff levels change in the future, the matter will be discussed with the labor associations prior to any amendment of this general order.
- 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.
- Employee's 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 employee's personnel file upon the employee's request.
- Any employee who interferes with the testing process or breaches the confidentiality of test results shall be subject to discipline.

G. Chain of Custody - Storage

- 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.

H. 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.

I. Substance Abuse Rehabilitation Program

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

J. 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 (the Last Chance Agreement) must be signed by an authorized representative of the department and the employee.
4. A 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. A employee may be allowed to use PTO 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 as may be determined by the Sheriff.
9. The employee shall be subject to the terms of last chance agreement 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 it's enforcement term.
11. The employee must be advised that the employee is not obligated to sign the agreement and be advised he has the right to seek the counsel of his legal or labor representative.

K. LAST CHANCE AGREEMENT

RE: _____

Whereas, the above referenced individual is guilty of violating the departmental drug or alcohol order on _____, and;

Whereas, the Saginaw Sheriff Department will conditionally reinstate _____ to the position of _____, provided the employee is found by medical examination to be capable of performing all the duties of the classification as determined by the Saginaw County Sheriff Department and subject to the following terms and conditions being met and maintained;

Now therefore, it is agreed that:

1. The employee must sign a form releasing any and all information to management as may be requested.
2. The employee must successfully complete a rehabilitation program as prescribed by an authorized rehabilitation source.
3. The 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 or alcohol use and the physical impact of the prior drug usage.
4. The employee may be allowed to use Paid Time Off (PTO) 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 in the position 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 by the rehabilitation center for evaluation, and agree to, as well as follow any and all directives given him by the rehabilitation center for a period of there (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 directive 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 County of Saginaw, 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 Deputy _____ 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 _____ releases the County and the association from all liability and claims he may have had or now has with respect to his employment with the County of Saginaw 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 County of Saginaw and the _____ Association.
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 is to have no value as to 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 _____, 199__

Deputy Sheriff

ARTICLE 29
PHYSICAL FITNESS STANDARDS

A physical fitness program as described in Appendix "A" will be administered twice yearly, participation in which will be voluntary. Scores noted as acceptable being attained by participating employees will result in the county paying the employee portion of the employee selected hospitalization plan for 6 months following the tests.

ARTICLE 30
PSYCHOLOGICAL TESTING

It is acknowledged that law enforcement work is stressful and at certain times very emotional. Personnel are required at all times to exhibit keen minds that are stable, focused and in control. Consequently, there could be times that an employee could under the abnormal stress of the job suffer from irrational or unstable behavior. Therefore, the parties to this policy agree to abide by these provisions designed to protect the health and welfare of the employee, as well as safeguard the department from allegations of inappropriate behavior by an employee.

The testing of employees may occur in the event of the following:

1. Any on or off duty officer involved shooting incident.
2. Any on or off duty officer involved accidents resulting in serious or fatal injuries
3. After any incident in which an officer has been exposed to undue trauma or stressful assignments.
4. At the request of the Sheriff when probable cause exists that an employee has or is exhibiting abnormal behavior that may be caused by unusual stress, mental illness or other medical related problems.

- Testing of the employee will be discussed with the employee prior to the test to ascertain information that may warrant a reconsideration of the test.

Testing will consist of two phases in most instances unless testing is specifically needed in test areas and is requested by a physician.

1. Emotional Stability - Testing to determine the mental health and state of the employee.
2. Personality Factor Analysis - Testing to determine an individual fitness to act in the Law Enforcement Profession.

Testing will be done at the Expense of the County and by the Physician or agency chosen by the County. An employee retains the right to a second opinion by a physician of his/her choice at the employees expense. In the event that the second physician disagrees with the first physician, a third physician selected by the Saginaw County Medical Society will be retained and the fees for same will be split between the parties.

Test results will be kept confidential and will be kept by the attending Physician. The results may be used to place an employee on medical leave pending further testing or treatment.

An employee determined unable to serve as result of this testing will be placed on the disability program.

APPENDIX "A"

SAGINAW COUNTY FITNESS INDICATOR TEST (FIT)

1. INTRODUCTION

The Saginaw County Fitness Indicator Test (FIT) has now been integrated into the Captains and Lieutenants labor contract and compensation. A Sheriff Deputy is considered to be in good physical condition if he/she possesses an efficient cardiovascular respiratory system (good aerobic capacity), moderate to low levels of body fat, and adequate levels of muscular strength, flexibility, and endurance. A Sheriff Deputy who has these components is capable of professionally performing daily assignments without undue risk of injury or fatigue and possesses enough reserve energy to address recreational and other personal needs. The FIT in conjunction with medical examination would give each Deputy an indication of his or her health/fitness level.

The FIT will commence in 1997 with the first test being administered in October, following in 1998, the test will occur in April or May and the second test in October. The Sheriff or his designee is responsible for the administration of the test.

The FIT will be administered only upon request of the employee. Prior to testing, the Sheriff may require a medical examination. Those Deputies who have not had a medical examination within the twelve calendar months prior to administration of the FIT may volunteer to be tested but only after appropriate screening and authorization by the Sheriff. The Deputies score on the FIT is not being considered as part of the data used for performance appraisals nor for fitness for duty determination. Eventually FIT scores may be reviewed by a medical doctor as part of a regularly scheduled or special examination, at which time a fitness for duty determination would be made by the doctor.

2. ADMINISTRATIVE PROCEDURES FOR THE FIT.

This test will be administered at the same time that the other physical fitness tests are administered. The passing score for this test will be determined after calibration negotiations but the minimum score for discussion will be at least 24 and top score could likely be 28. The actual score will be determined based on test scores earned in the first test administration. No agreements regarding passing scores have been reached upon contract signing.

3. DESCRIPTION OF THE FITNESS INDICATOR TEST

The FIT consists of the following eight components:

1) RESTING HEART RATE - A resting pulse rate of above 75 for Men and 80 for women is considered above the average. This is a simple measure of how many times per minute the heart beats while the body is at rest.

AGE GROUP	FIT SCORE	RESTING HEART RATE	
		MALES	FEMALES
20 TO 59	5	≤60	≤65
	4	61-67	66-72
	3	68-73	73-78
	2	74-79	79-84
	1	≥80	≥85
5 - Excellent 4 - Very Good 3 - Good 2 - Fair 1 - Poor			

2) **RESTING BLOOD PRESSURE** - Blood pressure measures the amount of force the blood exerts outward against the inner walls of the arteries. High blood pressure reading is often correlated with coronary heart disease. The blood pressure test will be given as the number two test, but a Deputy may request a second test at any other time during the test day. The test will be administered with its Deputy sitting down.

AGE GROUP	FIT SCORE	RESTING BLOOD PRESSURE			
		MALES		FEMALES	
		SYSTOLIC	DIASTOLIC	SYSTOLIC	DIASTOLIC
20 TO 29	5	<112	<72	<100	<68
	4	113-118	73-76	101-110	69-72
	3	119-122	77-80	111-116	73-76
	2	123-130	81-84	117-120	77-80
	1	>131	>85	>121	>81
30 TO 39	5	<110	<74	<104	<70
	4	111-120	75-78	105-110	71-74
	3	121-124	79-80	111-118	75-80
	2	125-132	81-88	119-122	81-82
	1	>133	>89	>123	>83
40 TO 49	5	<111	<76	<105	<70
	4	112-120	77-80	106-112	71-74
	3	121-126	81-84	113-118	75-80
	2	127-136	85-90	119-126	81-82
	1	>137	>91	>127	>83
50 TO 59	5	<116	<78	<110	<70
	4	117-122	79-80	111-120	71-78
	3	123-130	81-86	121-126	79-82
	2	131-140	87-90	127-140	83-90
	1	>141	>91	>141	>91
5-Excellent 4-Very Good 3-Good 2-Fair 1-Poor					

3) **BODY COMPOSITION ASSESSMENT** - This assessment measures the percent of body fat relative to total body mass. It is a much more accurate assessment of obesity than is the height/weight chart.

AGE GROUP	FIT SCORE	% BODY FAT		AGE GROUP	FIT SCORE	% BODY FAT	
		MALES	FEMALES			MALES	FEMALES
20 TO 29	5	<11.9	<15.0	30 TO 39	5	<14.9	<16.8
	4	12.0-16.1	15.1-20.0		4	15.0-18.6	16.9-21.1
	3	16.2-20.0	20.1-24.6		3	18.7-21.8	21.2-25.0
	2	20.1-25.4	24.7-30.3		2	21.9-25.9	25.1-30.6
	1	>25.5	>30.4		1	>26.0	>30.7
40 TO 49	5	<16.7	<19.9	50 TO 59	5	<18.1	<23.1
	4	16.8-20.4	20.0-24.1		4	18.2-21.7	23.2-27.3
	3	20.5-23.4	24.2-27.5		3	21.8-24.7	27.4-30.7
	2	23.5-27.2	27.6-31.5		2	24.8-28.3	30.8-34.9
	1	>27.3	>31.6		1	>28.4	>35.0

5-Excellent, 4-Very Good, 3-Good, 2-Fair, 1-Poor

4) **THREE-MINUTE STEP TEST-RECOVERY** - This test will be performed using a bench 16 inches high and a recording of a metronome of 96 beats per minute. Prior to the commencement of the test, the Deputy's resting pulse rate will step up and down from the bench keeping cadence with the metronome. At the end of three minutes of exercise the Deputy will stop, sit down and the pulse will be taken immediately. After a period of three minutes rest, the Deputy's pulse will be taken. If the subject's pulse has not dropped sufficiently, further examination may be necessary prior to allowing that person to continue with the testing events.

AGE GROUP	FIT SCORE	3-MIN. STEP TEST (HEART RATE)			
		MALES		FEMALES	
		WITHIN 1-MIN	AFTER 3-MIN	WITHIN 1-MIN	AFTER 3-MIN
20 TO 59	5	<119	<75	<125	<80
	4	120 - 129	76 - 84	126 - 135	81 - 89
	3	130 - 144	85 - 93	136 - 150	90 - 98
	2	145 - 159	94 - 105	151 - 164	99 - 110
	1	>160	>106	>165	>111

5-Excellent, 4-Very Good, 3-Good, 2-Fair, 1-Poor

5) **FLEXIBILITY (SIT/REACH)** - Flexibility may be defined as the possible range of motion in a single joint or in a group of joints. There is no known test that measures the flexibility of all the joints but the sit and reach test will measure the all important flexibility of the lower back and hip areas. Additionally, the elastic ability of the muscles located in the back of the legs and in the trunk is measured.

After removing his/her shoes, the Deputy sits on the floor or mat with the legs extended forward, knees locked, the back of the legs touching the floor, and leans forward at the waist as far as possible. The fingers are placed on a bench while leaning forward and the distance from the toes is measured. If the Deputy is flexible enough to reach his toes, a score of 10 is recorded. If the Deputy is more flexible, a reading of above 10 or 10+ will be recorded. If the Deputy is not flexible enough to reach the toes, a score of below 10 will be recorded. A ruler is used to measure the distance above or below the 10 mark. The Deputy must reach and hold the position with both hands on the bench to have the effort measured and recorded.

AGE GROUP	FIT SCORE	FLEXIBILITY (SIT/REACH)		AGE GROUP	FIT SCORE	FLEXIBILITY (SIT/REACH)	
		MALES	FEMALES			MALES	FEMALES
20 TO	5	≥15.75	≥16.50	30 TO	5	≥15.75	≥16.50
	4	14.00-15.50	14.75-16.25		4	14.00-15.50	14.75-16.25
	3	12.00-13.75	12.75-14.50		3	12.00-13.75	12.75-14.50
	2	10.50-11.75	10.75-12.50		2	10.50-11.75	10.75-12.50
	1	≤10.25	≤10.50		1	≤10.25	≤10.50
29 TO	5	≥15.50	≥16.25	39 TO	5	≥15.25	≥16.00
	4	13.75-15.25	14.50-16.00		4	13.50-15.00	14.25-15.75
	3	11.75-13.50	12.50-14.25		3	11.50-13.25	12.25-14.00
	2	10.25-11.50	10.50-12.25		2	10.00-11.25	10.25-12.00
	1	≤10.00	≤10.25		1	≤9.75	≤10.00
49	1	≤10.00	≤10.25	59	1	≤9.75	≤10.00

5-Excellent, 4-Very Good, 3-Good, 2-Fair, 1-Poor

6) **SITUPS** - This test measures muscular endurance in the abdominal muscle group, an area of great concern to the sedentary individual. Muscular endurance is the ability of the muscle(s) to contract repeatedly for a particular amount of time. Much evidence exists of the correlation between poor abdominal muscle development, excessive fat tissue and lower back problems. In this test, the Deputy starts by lying on his/her back, fingers interlaced behind the head, knees bent, and the heels flat on the floor with a partner holding the feet secure. On the command "GO" the Deputy performs as many correct situps (90 degree position) as possible in one minute.

AGE GROUP	FIT SCORE	SITUPS (1-MINUTE)		AGE GROUP	FIT SCORE	SITUPS (1 MINUTE)	
		MALES	FEMALES			MALES	FEMALES
20 TO	5	≥52	≥	30 TO	5	≥50	
	4	44-51			4	42-49	
	3	35-43			3	32-41	
	2	24-34			2	21-31	
	1	0-23			1	0-20	
29 TO	5	≥47		39 TO	5	≥44	
	4	39-46			4	36-43	
	3	28-38			3	24-35	
	2	17-27			2	13-23	
	1	0-16			1	0-12	
49	1	0-16		59	1	0-12	

5-Excellent, 4-Very Good, 3-Good, 2-Fair, 1-Poor

7) **PUSHUPS** - This test also measures muscle endurance and a low level of muscle endurance indicates an inefficiency in movement and a poor capacity to perform work. This test measures mainly the muscles of both the chest and upper arm which are important in physical confrontations such as pushing, pulling, controlling, and handcuffing. The Deputy starts from a front leaning/rest position with only the toes and hands touching the floor. The agent begins by lowering his/her body toward the floor so as to bring the shoulders even with or below the level of the elbow. He/she then pushes up so that elbows "lock-out" and immediately thereafter proceeds to repeat the exercise. The total number correctly performed pushups are recorded

AGE GROUP	FIT SCORE	PUSH-UPS (MAX #)		AGE GROUP	FIT SCORE	PUSH-UPS (MAX 3)	
		MALES	FEMALES			MALES	FEMALES
20 TO 29	5	≥40	≥25	30 TO 39	5	≥37	≥23
	4	34-39	20-24		4	31-39	18-22
	3	27-33	14-19		3	24-30	12-17
	2	21-26	9-13		2	18-23	7-11
	1	0-20	0-8		1	0-17	0-6
40 TO 49	5	≥	≥18	50 TO 59	5	≥30	≥14
	4	28-33	14-17		4	24-29	10-13
	3	21-27	9-13		3	17-23	6-9
	2	15-20	5-8		2	11-16	3-5
	1	0-14	0-8		1	0-10	0-2

5-Excellent, 4-Very Good, 3-Good, 2-Fair, 1-Poor

8) **1.5 MILE RUN/WALK** - This test is an excellent indication of the condition of the heart and lungs as it measures one's aerobic capacity or the ability of the heart and lungs to utilize oxygen. Should the results of the resting pulse rate, blood pressure or step test results be above acceptable ranges, the Deputy will be precluded from participation in the 1.5 mile walk and will not pass the test.

AGE GROUP	FIT SCORE	1.5 MILE (WALK/RUN)		AGE GROUP	FIT SCORE	1.5 MILE (WALK/RUN)	
		MALES	FEMALES			MALES	FEMALES
20 TO 29	5	< 11.29	< 13.39	30 TO 39	5	< 11.49	< 13.54
	4	11.30-12.09	13.40-15.09		4	11.50-12.54	13.55-15.14
	3	12.10-13.24	15.10-15.54		3	12.55-13.44	15.15-16.04
	2	13.25-14.29	15.55-17.54		2	13.45-14.44	16.05-16.24
	1	≥ 14.30	≥ 17.55		1	≥ 14.45	≥ 18.25
40 TO 49	5	< 12.04	< 15.09	50 TO 59	5	< 12.54	< 15.44
	4	12.05-13.24	15.10-16.04		4	12.55-14.04	15.45-17.29
	3	13.25-14.14	16.05-17.54		3	14.05-15.09	17.30-18.54
	2	14.15-15.19	17.53-19.29		2	15.15-16.04	18.55-20.29
	1	≥ 15.20	≥ 19.30		1	≥ 16.05	≥ 20.30


5 - Excellent, 4 - Very Good, 3 - Good, 2 - Fair, 1 - Poor

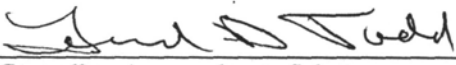
IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

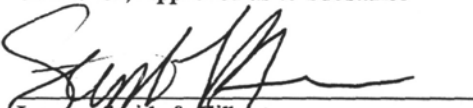
County

Saginaw County Board of Commissioners
Saginaw County Sheriff Department


Chairman, Board of Commissioners


Sheriff, Saginaw County


Controller, Approved as to Substance


Jensen, Smith & Gilbert,
Approved as to Form

Union

Police Officers Association of Michigan


President, POAM. Unit III

Field Representative

SCHEDULE "B" -- WAGES
SALARY PROGRESSION FOP UNIT III
SAGINAW COUNTY SHERIFF DEPARTMENT

January 1, 1996, Past Contract							
		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Classification		Hire	6 Month	1 Year	2 Year	3 Year	4 Year
Lieutenant	M-09	\$36,990	\$38,951	\$40,978	\$43,002	\$45,026	\$47,053
Captain	M-10	\$39,566	\$41,714	\$43,860	\$46,009	\$48,138	\$50,308
January 1, 1997							
		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Classification		Hire	6 Month	1 Year	2 Year	3 Year	4 Year
Lieutenant	M-09	\$38,100	\$40,120	\$42,207	\$44,292	\$46,377	\$48,465
Captain	M-10	\$40,753	\$42,965	\$45,176	\$47,389	\$49,582	\$51,817
January 1, 1998							
		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Classification		Hire	6 Month	1 Year	2 Year	3 Year	4 Year
Lieutenant	M-09	\$39,243	\$41,323	\$43,474	\$45,621	\$47,768	\$49,919
Captain	M-10	\$41,976	\$44,254	\$46,531	\$48,811	\$51,069	\$53,372
January 1, 1999							
		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Classification		Hire	6 Month	1 Year	2 Year	3 Year	4 Year
Lieutenant	M-09	\$ 40,420	\$ 42,563	\$ 44,778	\$ 46,989	\$ 49,201	\$ 51,417
Captain	M-10	\$ 43,235	\$ 45,582	\$ 47,927	\$ 50,275	\$ 52,602	\$ 54,973
January 1, 2000							
		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Classification		Hire	6 Month	1 Year	2 Year	3 Year	4 Year
Lieutenant	M-09	\$ 41,633	\$ 43,840	\$ 46,121	\$ 48,399	\$ 50,677	\$ 52,959
Captain	M-10	\$ 44,532	\$ 46,949	\$ 49,365	\$ 51,784	\$ 54,180	\$ 56,622

Any unit member that retires before July 1, 1997, will receive their PTO bank paid at 100% and figured into their final average compensation.

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