

AGREEMENT

BETWEEN

THE COUNTY OF OGEMAW
AND

THE OGEMAW COUNTY E911 CENTRAL DISPATCH

AND

POLICE OFFICERS ASSOCIATION OF MICHIGAN

OCTOBER 1, 2009 THROUGH SEPTEMBER 30, 2012

AGREEMENT

This Agreement made and entered into this 1st day of October 2009, by and between the Ogemaw County E911 Central Dispatch (hereinafter referred to as "Director"), the Ogemaw County Board of Commissioners (hereinafter referred to as the "County"), and the Police Officers Association of Michigan #2 (hereinafter referred to as the "Union").

ARTICLE I
RECOGNITION

1.1: Collective Bargaining Unit. Pursuant to the provisions of Act 379 of the Public Acts of 1965, as amended, the County hereby recognizes the Union as the exclusive representative for the purposes of collective bargaining with respect to rates of pay, wages, hours of employment and other terms and conditions of employment as set forth in this Agreement. Fringe benefits outlined in this agreement apply to full-time employees only. Fringe benefits include, but are not limited to, the following:

Holiday pay, Personal Days, Vacation Days, Sick Days, Retirement, health Insurance, Life Insurance, Longevity Pay and Education Premium.

For the employee employed by the Ogemaw County Directors Office in the following described unit:

All full-time and part-time personnel of the Ogemaw County E-911 Central Dispatch, employed as Dispatchers, but excluding the Director, and all other employees.

1.2: Extra Contract Agreements. The County agrees not to enter into any agreement with any other labor organization with respect to the employees covered by this Agreement nor any agreement or contract with employees covered by this Agreement, individually or collectively, which conflicts with the express terms of this Agreement, during the term of this Agreement.

1.3: New Classifications. If, during the term of this Agreement, the County desires to establish a new classification, it shall give notice to the Union not less than thirty (30) days prior to the implementation of the new classification. Said notice shall include the title of the new classification, a brief general description of the job to be performed, and the proposed wage rate. The County agrees to negotiate with the Union, upon request, as to the wage rate for the new classification and, if the parties are unable to agree to a wage

rate, the position shall be established at the wage rate proposed by the County unless the position is subject to 1969 PA 312. For positions subject to 1969 PA 312, the Union may, upon written notice to the County, refer the dispute to binding arbitration under the provisions of Act 312 of the Public Acts of 1969, as amended.

- A. Lead Dispatcher. Under the direct supervision of the Director of Central Dispatch, the Lead Dispatcher may be responsible for the supervision of day to day dispatch activities, coordination of employee training, call intake and processing of emergency and non-emergency calls for law enforcement, fire medical and other related calls and dispatching of the same to the proper agency or department, and provide a variety of routine administrative support duties. Ogemaw County is a 24 hour operation, and the Lead Dispatcher may be required to work any shift with little or no notice (i.e. fill in for sick time) including weekends and holidays, and may be required to adjust work schedule accordingly.
- (1) Assist the Director in supervising the daily activities of the Communications Center, assuming the duties of the Director, in the absence of the Director. The Lead Dispatcher reports directly to the Director.
 - (2) Coordinate, implement, monitor and evaluate employee training and ensures certification for all training for Ogemaw County Central Dispatch and Probationary Employees to enhance the quality and performance of employees.
 - (3) Assist the Director in Quality Assurance and Personnel Performance Evaluations to help ensure that Dispatchers are knowledgeable of Policies, Procedures and Guidelines.
 - (4) Monitor and maintain paperwork that ensures the continuity of operations for the Communications Center. Including but not limited to LEIN TAC, Warrants, CAD entries and logs, and general information reporting.
 - (5) Assist the Director with public relations work (i.e. speaking engagements,

Communication center tours, and school educational programs).

- (6) The Lead Dispatcher should be knowledgeable in all Communication Center Operations, and be able to perform all duties required of a Dispatcher. The Lead Dispatcher should be available to answer Dispatcher questions regarding operations in the Communications Center (i.e. LEIN, CAD, and 911).
- (7) Assist the Director in investigations of complaints or violations against the Communications Center and/or Central Dispatch employees.
- (8) Scheduling of Dispatchers working in the Communications Center, along with monitoring overtime used and the equalization of overtime between dispatchers.

1.4: Ogemaw County Central Dispatch will have at least two dispatchers on at all times, both of which shall be in the POAM2 bargaining unit, with the exception of the Director of the Ogemaw County Central Dispatch. Part-time employees fall under this category for manning purposes as they are represented in the Bylaws.

ARTICLE II REPRESENTATION

2.1: Stewards. The County recognizes the right of the Union to designate a Steward and Alternate from the seniority list of the unit described in Section 1.1. Once the Steward and Alternate are selected, their names will be submitted to the County and the Director for their information.

2.2: Duties of Steward. When requested by an employee the Steward or Alternate may investigate any alleged or actual grievance and assist in its preparation. He may be allowed reasonable time off as determined by the Director during working hours without loss of pay or benefits, upon notification and prior approval of his immediate supervisor outside of the bargaining unit. When an employee presents his own grievance without intervention of the Steward or the Alternate, said Steward or Alternate shall be given the opportunity to be present if the employee requests.

2.3: Bargaining Committee. The County agrees to recognize not more than three (3) non-probationary employees of the bargaining unit as a Bargaining Committee, provided however, that during negotiations, no more than one of the said Committee shall be on duty. The Union shall furnish the names of the Committee members to the County in writing. The County and the Union shall both have the right to have outside representatives present during negotiations.

ARTICLE III
COUNTY AND DIRECTOR'S RIGHTS

3.1: No Discrimination. The parties hereto agree that there shall be no discrimination in the application of this Agreement on the basis of race, creed, color, national origin, age, sex, or Union membership as required by law.

3.2: Rules and Regulations. The E911 Director shall have the right to adopt and enforce rules and regulations concerning standards of conduct and performance of duties of Department personnel and otherwise governing the employment relationship. Such rules and regulations shall not contravene any of the provisions of this Agreement. If the application of any new rule or regulation conflicts with the provisions of this Agreement, then the rule may become a subject for the grievance procedure contained herein.

3.3: Management Rights. The management of the Ogemaw County E911 Central Dispatch and the direction of its employees, including, but not limited to, the right to determine what work will be done in what order and by whom; the right to determine whether overtime is required and how much; the right to establish standards of performance and conduct and to be the sole judge of employees' performance and conduct in connection with those standards; the right to hire, promote, demote and lay off employees; the right to discipline employees; the right to introduce new methods of work and equipment; the right to determine work schedules and shifts. In the event the Director desires to add new programs, the program shall be discussed with the Union. The right to decide the number of employees needed at any one time and the right to adopt rules and regulations governing employees' dress conduct and work performance shall be vested exclusively in the Director, provided that in the exercise of these rights, the Director shall not violate any of the provisions of this Agreement.

3.4: No Strike. The parties hereby mutually agree and recognize that the services performed by the employees are essential to the public health, safety and welfare. The Union,

therefore, agrees that there shall be no interruption of service for any cause whatsoever by the employees it represents, nor shall there be any concerted failure by them to report for duty, nor shall they absent themselves from their work, stop work, or abstain in whole or in part from the full, faithful and proper performance of their work. The Union further agrees that there shall be no strike, sit-down, stoppages of work or any acts that interfere with the services of the County and the Director. Both parties hereby mutually agree to arbitration in future negotiations of contract to avoid any possible strike.

3.5: No Lockouts. The County agrees there shall be no lockouts during the term of this Agreement.

ARTICLE IV
UNION SECURITY

4.1: Agency Shop. As a condition of employment, all employees included in the bargaining unit as set forth in Section 1.1 of this Agreement, thirty-one (31) days after the start of their employment with the County or the effective date of this Agreement, whichever is later, shall either become members of the Union or shall pay the monthly labor service fee that is uniformly required of all Union members to the Union. An employee shall be deemed as in compliance with this section if he is not more than thirty (30) days in arrears of payment of Union dues or the monthly service fee. In the event an employee becomes delinquent thirty (30) days or more in the payment of such dues or fees, he shall be separated from his employment by the County following written notice and demand thereof by the Union.

4.2: Dues Check off. Dues shall be paid by payroll deduction. The County agrees to make such payment for all employees upon receipt of a signed Dues Check off Card from each employee. The Union shall provide the Check off cards.

4.3: Save Harmless Clause. The Union shall indemnify and save the County and the Director harmless against any and all claims, demands, suits, liability and other actions arising from this Section or compliance therewith by the County.

ARTICLE V
GRIEVANCE PROCEDURE

5.1: Definition of a Grievance. A grievance is defined as a reasonably and sensibly founded claim of an alleged violation of this Agreement. Any grievance filed shall refer to the

specific provision alleged to have been violated and shall adequately set forth the facts pertaining to the alleged violation.

5.2: Procedure.

STEP I. The Union or the aggrieved employee shall submit the grievance orally to the employee's immediate supervisor within three (3) working days after the grievance might reasonably become known to exist. The immediate supervisor shall give an oral answer to the Union and the aggrieved employee within seventy-two (72) hours of receiving the complaint. In the event the complaint is not satisfactorily settled at this point, it shall become a grievance and the procedures hereinafter set forth shall apply.

STEP II. The grievance shall be prepared in writing and shall state the facts on which it is based, when they occurred, the Section or Sections of the agreement which have allegedly been violated and the remedy desired. The written grievance shall be submitted to the Director with a copy to the County Attorney within seventy-two (72) hours of the receipt of the oral answer in STEP 1. The Director or his designee shall give a written answer to the Union within seventy-two (72) hours of receiving the written grievance.

STEP III. If the answer in STEP II does not effect a settlement, the grievance shall be referred to the Director or the County Attorney and a representative of the Police Officers Association of Michigan. They, together with the Steward, shall meet at the office of the Director within fourteen (14) days of the answer in STEP II, for the purpose of discussing the grievance and attempting to reach a solution. Within seven (7) days of the conclusion of this meeting, the Director or the County Attorney shall submit the Employer's decision in writing to the Union. In this conference, either party may be represented by legal counsel.

STEP IV. If a settlement is not effected in STEP III, the Union shall have the right to submit the matter to an impartial arbitrator in accordance with the procedures and rules of the Federal Mediation and Conciliation Service, provided, however, that the

Union shall give written notice to the Employer of its intention to arbitrate, within twenty (20) days of the receipt of the answer in STEP III. The loser of a coin flip shall have the option of striking the first names from the list and the parties shall alternatively strike names from the list until only one name remains. That person shall be the arbitrator. The parties may reject the entire panel and request another list.

The cost of the arbitrator shall be borne equally by the County and the Union and the decision of the arbitrator shall be final and binding on the parties.

Arbitrator's Powers. The arbitrator's powers shall be limited to the application and interpretation of this Agreement as written. He shall at all the times be governed wholly by the terms of this Agreement. The arbitrator shall have no power or authority to amend, alter, or modify this Agreement either directly or indirectly. If the issue of arbitrability is raised, the arbitrator shall only decide the merits of the grievance, if arbitrability is affirmatively decided. It is the intent of the parties that arbitration shall be used during the life of this Agreement to resolve disputes which arise concerning the express provisions of this Agreement which reflect the only concessions which the Employer has yielded. The arbitration award shall not be retroactive earlier than the date the grievance was first submitted in writing. The arbitration award shall be final and binding on the Employer, Union and employees. However, each party reserves the right to challenge arbitration or awards there under if the arbitrator has exceeded his jurisdiction or has arrived at his award fraudulently or by improper means.

5.3: In all steps of grievance procedure described above, either the Employer or the Union shall have the right to specify that the aggrieved employee, his superior or both, be called in to discuss the details of the grievance in the presence of the proper representative of both the Employer and the Union.

5.4: General Procedures. Time limits at any step of the grievance procedure may be extended by mutual agreement of the Union and the Employer; such extension agreements shall be

reduced to writing and signed by the parties. In the event that the Union does not appeal from one step to another within the time limits allowed, the grievance shall be considered as settled on the basis of the last answer. Failure of the Employer to respond within the time limits shall be considered a denial of the grievance and it may be automatically processed to the next step, including arbitration. Saturdays, Sundays and Holidays shall not be counted as days in the time limits included in this grievance procedure.

5.5: Election of Remedies. When remedies are available for any complaint and/or grievance of an employee through any administrative or statutory scheme or procedure, such as, but not limited to, a veteran's preference hearing, civil rights hearing, or Department of Labor hearing, in addition to the grievance procedure provided under this contract, and the employee elects to utilize the statutory or administrative remedy, the Union and the affected employee shall not process the complaint through any grievance procedure provided for in this contract. If an employee elects to use the grievance procedure provided for in this contract and, subsequently, elects to utilize the statutory or administrative remedies, then the grievance procedure provided for hereunder shall not be applicable and any relief granted shall be forfeited. In the event that an Unfair Labor Practice (ULP) is filed by the Union and MERC determines it does not have jurisdiction and remands the matter back for arbitration, the above prohibition shall not apply.

ARTICLE VI
SENIORITY

6.1: Definition of Seniority. Seniority shall be defined as the length of an employee's continuous service with the Ogemaw County E911 Central Dispatch since the employee's last date of hire. Classification seniority shall be defined as the length of an employee's continuous service in his current classification commencing with his last date of hire in that classification. An employee's "last date of hire" shall be the most recent date upon which he first commenced employment. Employees who commence employment on the same date shall be placed on the Seniority list in alphabetical order of surnames. Any employee who changes his surname between the time he commences employment and the time he attains seniority shall be placed on the Seniority list according to the first letter of his or her surname at the time of employment.

6.2: Probation Period. When a new employee is hired, he or she shall be considered a probationary employee for the first

twelve (12) months of continuous service. Probationary employees off work for ten (10) or more work days shall have their probation extended by like amount. During this period of probation, the Union shall represent probationary employees for the purpose of, but not limited to, rates of pay, wages, hours of work and grievances concerning all aspects of this Agreement except those related to discharge or discipline. Probationary employees are at-will and may be disciplined or discharged for any or no reason.

6.3: Seniority Accrual. Notwithstanding the provisions herein relative to probationary employees, all employees shall accrue seniority from their last date of hire.

6.4: Seniority List. The Employer shall maintain a Seniority List which shall be updated semi-annually and which list indicates name, position, and class and seniority date. This list may be viewed by the Union on demand.

6.5: Loss of Seniority. An employee shall lose his seniority if:

- A. He resigns or quits.
- B. He is discharged or terminated from work and such discharge is not overturned by the grievance procedure contained herein.
- C. He retires.
- D. He is convicted of, or pleads guilty or no contest to, a felony or is convicted of a misdemeanor for conduct involving dishonesty or moral turpitude.
- E. He is laid off for a period of time equal to his seniority or two (2) years whichever is lesser.
- F. He is absent from work including failure to return at the expiration of a leave of absence or extension, vacation or disciplinary layoff for three (3) consecutive working days without notifying the Employer or his designee, except when the failure to notify is due to circumstances beyond the control of the employee.
- G. He makes an intentionally false statement on his/her employment application or request for leave of absence.

- H. Inability to return to work for medical reasons after expiration of sick leave or leaves of absence or any extension thereof.

6.6: Military Leave. An employee shall be allowed a military leave of absence as mandated by state and/or federal laws upon presentation of official orders requiring said leave. Benefits shall continue during the military leave as required by law.

ARTICLE VII
HOURS AND OVERTIME

7.1: Work Day. The normal work day for all personnel in the bargaining unit shall be eight (8), ten (10) or twelve (12) hours as determined by the Director from time-to-time in a twenty-four (24) hour period, commencing at 12:00 A.M.

7.2: Pay Period. A normal pay period shall be comprised of eighty (80) hours in a fourteen (14) day period for all personnel. The pay period shall coincide with that of other County employees.

7.3: Overtime. All time worked over the employee's regularly scheduled shift (eight (8), ten (10) or twelve (12) hours), except as provided below, shall be paid at the rate of one and one-half (1 1/2) times the employee's regular hourly rate of pay, except that overtime shall not be paid when more than eight (8), ten (10) or twelve (12) hours are worked in one work day for said employees as the result of a regularly scheduled shift change, providing, however, that at least ten (10) hours have elapsed between the end of one shift and the beginning of the 2nd shift. If less than ten (10) hours have elapsed between shifts, the employee shall be paid at the rate of time and one-half for all hours worked during the second shift.

7.4: Pyramiding. Hours for which overtime or other premium pay are paid on one basis shall not be counted again for purposes of other overtime or other premium pay.

7.5: Scheduling. All dispatchers shall select their shift preference according to seniority every three (3) months, providing, however, that such preference shall apply to open positions only. The Director shall have the right to change the posted schedules subject to the following limitations:

- A. An employee's regularly scheduled day off shall not be changed for the sole purpose of avoiding overtime.

- B. An employee's schedule may be changed due to employee absence(s) of more than eight (8) consecutive work days; in unforeseen or emergency circumstances; or for any other reason with the consent of the employee.
- C. Work schedule shall be posted two (2) weeks prior to the beginning date of the schedule and the schedule should be of one (1) month duration due to assigned shift picks.

7.6: Compensatory Time. Employees may elect to bank compensatory time off in lieu of overtime pay provided, however, that compensatory time off may not be banked in excess of thirty-six (36) hours.

Such compensatory time off shall be computed at the rate of one and one-half hours for each hour of overtime worked. Employees requesting compensatory time off shall submit said request to their immediate supervisor at least forty-eight (48) hours in advance of the date requested. Requests for compensatory time off shall not be denied except for just cause. For the purposes of this section, "just cause" shall be defined as cases of Department emergency whereby all Department personnel within the classification of the requesting employee are ordered to work or in cases where a replacement employee cannot be found to fill the vacancy. Any unused compensatory time shall be paid out at the employee's rate of pay at the end of the fiscal year.

7.7: Call-In Pay. Any employee not scheduled for duty who is ordered in and reports for work, except when said employee is on a medical leave, for any purpose, including court appearances, shall receive a minimum of three (3) hours pay at one and one-half times his/her regular hourly rate of pay. An employee may be assigned to work in his/her classification to complete the three (3) hours on such calls.

7.8: Shift Swap. Employees may agree to trade shifts with other employees within the same pay period for one or more days at a time, for their own convenience upon prior notification and approval of the Director. It is understood and agreed that no overtime shall result in any way from such voluntary changes, and, for pay, overtime and scheduling purposes; it shall be presumed that the shift trade did not occur. Under no circumstances shall an employee be permitted to use paid time off to cover the day he/she traded to work. The Director or his designee may authorize the use of paid time off to cover a trade day if a written request is submitted and approved in advance.

7.9: Equalization of Overtime. The Director shall attempt to distribute overtime as equally as possible among the available employees in the classification concerned. Any employee offered overtime and refusing to work shall be charged as having worked all hours offered for equalization purposes. Notwithstanding the provisions of this section, emergency overtime work may be performed by any available qualified personnel in the classification which normally performs such work. Employees will not be considered for overtime while they are on vacation or leave of absence either with or without pay, unless so required by a Department emergency. Employees who were not offered overtime in error shall be offered the next available overtime.

7.10: Staffing. Both parties mutually agree to there always being at least eight (8) full-time dispatch positions at Ogemaw County Central Dispatch. It is further agreed that any loss of a full-time employee can only be replaced by a full-time new hire; loss of part-time employees will only be replaced with part-time new hire.

ARTICLE VIII
HOLIDAYS

8.1: The following days shall be recognized as holidays of the Ogemaw County E911 Central Dispatch:

New Year's Eve	New Year's Day
President's Day	Labor Day
Easter	Veteran's Day
Memorial Day	Thanksgiving Day
Independence Day	Day after Thanksgiving Day
Christmas Eve	Christmas Day
Martin Luther King Day	

All full-time employees covered by this Agreement shall receive eight (8) hours pay at their regular straight time rate of pay exclusive of all premiums for each of the above recognized holidays in addition to any regular wages paid for the holiday. Effective October 1, 2007, all full-time employees covered by this Agreement who work on New Year's Eve, New Year's Day, Labor Day, Easter, Memorial Day, Independence Day, Thanksgiving Day, Christmas Eve, or Christmas Day will be paid one and one-half times their hourly rate for all hours worked on such day in addition to eight (8) hours of holiday pay.

8.2: Pay. All payments of holiday pay shall be paid in the pay period in which the holiday occurs.

8.3: Holiday Eligibility. Any employee who is on vacation when one of the holidays enumerated in Section 8.1 occurs shall receive an additional eight (8) hours of vacation or holiday pay at his option. A new employee shall not be eligible for any holiday pay during the first thirty (30) days of his employment. To be eligible for holiday pay, an employee must have worked his scheduled hours on the last scheduled work day preceding the holiday and on the first scheduled work day following the holiday providing, however, that absence due to illness or other compelling personal reasons supported by adequate proof of the same shall not disqualify an employee for holiday pay if he meets all of the other conditions stipulated.

8.4: Days Off. Any holiday which occurs on an employee's regular day off and for which the employee is paid will not be considered as time worked for overtime purposes.

8.5: Personal Time. All employees except newly hired employees shall receive forty (40) hours of personal time on October 1st of each year to be used in the fiscal year at the discretion of the employee subject to the limitations enumerated subsequently herein. Newly hired employees shall receive personal days in the calendar year of hire in accordance with the following schedule:

- A. Hired between October 1 through January 31, accumulate thirty-two (32) hours of personal time.
- B. Hired between February 1 through May 31, accumulate twenty-four (24) hours of personal time.
- C. Hired between June 1 through September 30, accumulate sixteen (16) hours of personal time.

Prior notice of the use of such personal time shall be given to the employee's supervisor at least forty-eight (48) hours in advance. A properly submitted request for a personal holiday(s) shall be approved by the immediate supervisor and will not be denied except for reason of "just cause." For purposes of this section, "just causes" shall be defined as cases of employee absence(s); Department emergency whereby all Department personnel within the classification of the requesting employee are order to work; or in cases where a replacement employee cannot be found to fill the vacancy. Personal time should be used by the last pay period of the current fiscal year. Personal holidays not used in the fiscal year will be reimbursed by the 2nd pay day of October in the next year at the rate of Five and No/100 (\$5.00) Dollars per hour, except when

personal days were requested and denied for reasons set forth above and the employee was unable to take said days prior to the end of the calendar years, in which case the employee shall be reimbursed at his/her regular hourly wage for all hours not used.

ARTICLE IX
VACATIONS

9.1: Vacation Periods. Beginning January 1, 1995, all employees will earn a portion of their annual vacation each pay period. The amount earned each pay period will equal the amount of vacation for which an employee is eligible divided by twenty-six (26) pay periods. On January 1, 1995, all unused vacation will be placed in each employee's bank. Each employee will maintain a bank of his earned and unused vacation with a maximum allowable accumulation in each bank of 200 hours. All vacation earned after the employee has accumulated 200 hours will be lost so long as the unused vacation in the bank is 200 hours.

For employees on the payroll on December 31, 1994, length of seniority as of an employee's anniversary date shall determine eligibility for vacation hours according to the following schedule:

After 1 year	40 hours
After 2 years	80 hours
After 5 years	120 hours plus eight (8) hours for each year in excess of five (5) years seniority up to a maximum of 168 hours

providing that an employee on an approved leave of absence, such as sick leave or worker's compensation in excess of ninety (90) days, would not earn vacation time during such leave, but would retain any unused vacation which may be taken up on his return to work.

For employees hired on or after January 1, 1995, length of seniority as of an employee's anniversary date shall determine eligibility for vacation hours according to the following schedule:

After 1 year	40 hours
After 2 years	80 hours
After 5 years	120 hours

providing that an employee on an approved leave of absence, such as sick leave or worker's compensation in excess of ninety (90)

days, would not earn vacation time during such leave, but would retain any unused vacation which may be taken up on his return to work.

9.2: Final determination of vacation schedules is left to the determination of the Director, taking into account the needs of the Department. In any event, an employee must be given the opportunity to take time off for vacation purposes before the end of this anniversary year.

9.3: Prior to October 1st of each year, vacations shall be scheduled with the Director. In determining the vacation schedule, the most senior employee (time in grade and classification) shall be the first to choose vacation, followed by the next senior and so on, until each employee has made his initial choice of dates. To equalize prime vacation time, each employee shall be limited to scheduling up to eighty (80) hours of his vacation on his first selection. The eighty (80) hours so selected may be used during any available vacation period. After each employee has made his first selection, then each employee shall select the balance of his vacation in the same order that his initial selection was made.

9.4: Advance Pay. Vacation shall mean hours at the individual employees' regular hourly rate, excluding shift premiums. Upon request, at least two (2) weeks in advance of the starting date of an employee's vacation, an employee shall be given his vacation pay covering the amount of vacation he is currently taking. Such payment shall be made on the last pay day preceding the commencing of his vacation.

9.5: Should an employee be off sick during his scheduled vacation time, he may be permitted to change his vacation to another date which will not conflict with another employee's vacation. Consideration of such a request is contingent upon prompt notice and proof of illness to the Director.

9.6: When an employee quits, is discharged, retires or dies, he or his heirs shall be paid for all unused accumulated or earned vacation. ✓

9.7: When an employee returns from military leave of absence, the total time in military service, up to five (5) years if honorably discharged, shall be counted in determining the number of vacation hours for which he is eligible.

9.8: Vacations shall be taken in one (1) regular work day (8, 10 or 12 hours) increments. However, in unusual situations, and with the prior approval of the Director, vacations may be taken in lesser increments.

ARTICLE X
SICK LEAVE

10.1: Sick leave shall accumulate at the rate of eight (8) hours for each month of service up to a maximum accumulation of seven hundred sixty-eight (768) hours providing, however, that an employee on an approved leave of absence, such as sick leave or worker's compensation in excess of ninety (90) days, would not earn sick leave during such leave.

10.2: In the event that an employee retires on a regular pension or disability pension, or dies, he or his heirs shall be paid for all unused, accumulated sick leave at the rate of three dollars seventy-five cents (\$3.75) per hour of such sick leave.

10.3: In the event an employee terminates his employment through a voluntary quit with twenty-one (21) days notice, he shall be paid for all unused, accumulated sick leave at the rate of three dollars seventy-five cents (\$3.75) per hour of sick leave.

10.4: General Rules. Sick leave may be used only in cases of actual sickness, except that a maximum of eighty (80) hours of paid sick leave per calendar year shall be granted for illness of immediate family members (as defined in Section 11.1). Such absences shall be charged to accumulated sick leave.

An employee shall promptly notify the Director or his designee of any illness or disability of himself or immediately family member which will prevent him from working. Proof of illness and basic nature of illness, by means of a signed statement from a physician, may be required by the Director for any absence in excess of three (3) consecutive working days if the Employer has reason to believe the employee is abusing sick leave. The Employer will warn the employee before requiring proof of illness; however, this section shall not preclude discipline for fraudulent use of sick time.

By October 31st of each year, an employee shall be paid for all unused sick leave in excess of seven hundred sixty-eight (768) hours as of the previous September 30th, at the rate of three dollars seventy-five cents (\$3.75) per hour of unused sick leave. ✓

An employee returning from sick leave of at least eight (8) consecutive working days will resume the same classification, provided that he can do the work.

Accumulation of sick leave shall not begin until thirty (30) days from the date of employment. Notwithstanding anything to the contrary, additional non-paid sick leave may be granted at the sole discretion of the County. Upon return to work from such leave, an employee shall be assigned to a like position to the one he held at the time he became sick. An employee requesting such leave shall submit a certificate signed by a physician indicating the need for such leave. In the event of any dispute under this provision, the employee shall submit himself to an examination by a Doctor designated by the Director. The cost of this examination shall be borne equally by the Employer and employee.

10.5: Family and Medical Leave. The Union and the Employer reserve all their rights under the Federal Family and Medical Leave Act and may exercise same.

ARTICLE XI
BEREAVEMENT LEAVE

11.1: Death in the Immediate Family. In the event a death occurs in the immediate family of an employee, he shall be entitled to twenty-four (24) hours off with pay. Additional time off without pay may be authorized by the Director. Immediate family is defined as:

Parent, wife or husband, children, sister,
brother, mother-in-law, father-in-law,
brother-in-law, sister-in-law, daughter-in-
law, son-in-law, grandparents, and
grandchildren.

11.2: An employee will be allowed one (1) day off with pay to attend the funeral of other close relatives at the discretion of the Director, provided such funeral day is a normal work day scheduled for the employee.

ARTICLE XII
UNION BUSINESS LEAVE

12.1: State and National Conventions. Upon advance notice and with approval of the Director, leaves of absence without pay for a period of not to exceed ten (10) days will be granted to no more than two (2) employees to attend State Union conferences. Seniority will accumulate during such leaves.

ARTICLE XIII
JURY AND WITNESS DUTY

13.1: The Employer will pay to an employee performing jury or witness duty which is not of a personal nature, the employee's regular earnings and the amount received by the employee from such jury or witness duty will be signed over to the County, provided that such duty causes the employee to be absent from work. The employee shall return to work once excused from duty.

ARTICLE XIV
LAYOFF AND RECALL

14.1: Definition. Layoff shall be defined as a separation of employees from the active work force. Recall shall be defined as a return of work at a permanent position in the Department from such layoff.

14.2: Order of Layoff. All part-time, temporary or probationary employees shall be laid off prior to any layoff of permanent employees. Layoff of employees shall be in inverse order of seniority within the Director's Department providing, however, the employees remaining shall have the necessary qualifications and ability to perform the remaining work. In the event the person remaining does not possess the necessary certification or ability, then the least senior employee without the certification shall be the person laid off.

An employee changing jobs as a result of a layoff shall assume the new job at the highest rate of pay set forth if such rate of pay is less than his former rate. In the event the change of jobs as a result of layoff would result in an increase in pay, the employee shall be paid at the lowest rate for the new job, providing said rate is not less than his former rate of pay.

All employees shall have twenty-one (21) days advance notice before a layoff.

Nothing in this section shall prohibit an employee with enough seniority to avoid layoff, to accept a voluntary layoff. If an employee takes such action, he or she must do so with the full knowledge that recall shall be in inverse order of layoff without regard to his or her seniority.

14.3: Recall. Employees on layoff status who retain seniority shall be recalled for any permanent position which becomes open or for any temporary position which will last

thirty (30) days or more in which they had previously held permanent status and for which they are qualified. Such recalls shall be in inverse order of layoff with the last person being laid off recalled first. The Director shall notify the employee of recall by Certified Mail to the employee's last known address and, if the employee does not report within ten (10) days of the date the letter is sent, or such longer time as shall be acceptable to the Director, the employee shall be deemed to have refused recall and be considered as a voluntary quit. The Director may fill the position on a temporary basis without regard to seniority pending completion of the recall procedure.

ARTICLE XV
DISCIPLINARY ACTION

15.1: Written Notice. In the event the Director takes disciplinary action against a non-probationary employee involving a written reprimand, a suspension or discharge, the Director or County Attorney shall furnish the Employee and the Union with a written notice sufficient to inform the employee of the nature of the acts or conduct which have given rise to the disciplinary action. Such statement shall be furnished at the time the penalty is imposed.

15.2: Past Infractions. In imposing any discipline on a current charge, the Employer will not base its decision upon any prior infractions which occurred more than two (2) years previously, unless the previous infraction is directly related to the current charge.

15.3: Just Cause. All disciplinary action imposed shall be for just cause, subject to the Director's right under M.C.L.A. 51.70. Any question of just cause shall be resolved through the grievance procedure. Probationary employees shall not be entitled to any of the benefits and procedures of this section.

15.4: Disciplinary action shall be taken within a reasonable time of the incident giving rise to the discipline or from the time the Employer knew or should have known of the offense.

ARTICLE XVI
PROMOTIONS

16.1: Promotions. The Director shall consider qualified employees of the Department for promotional opportunities that become available. All promotional opportunities shall be posted on the Union Bulletin Board for a period of ten (10) days. Any employee possessing the necessary qualifications may apply for

the position within the posting period. Each employee applying shall be interviewed by the Director. The Director shall, in his complete discretion, select the employee for promotion based upon the employee's experience, his ability to perform the available work, his training and background. The individual so appointed may come back into the bargaining unit if asked by the Director, or if laid off, using his last seniority plus the time spent (with a maximum allowable time of 12 months) for bumping purposes. Upon rejoining the bargaining unit, seniority would be the starting basis for the preference and also with regard to layoff.

ARTICLE XVII
RETIREMENT

17.1: The Municipal Employees Retirement System Plan B-4 with an FAC-3 Rider, Benefit Program E-2, F-55 Rider (full retirement at age 55 with 15 years of service) and F-50 Rider (full retirement at age 50 with 25 years of service) shall be continued for all employees hired prior to October 1, 2007. Employee contributions to the plan shall be made at the rate of five and one-half (5 ½%) percent of payroll.

Anyone hired who is eligible after December 31, 2007 will have the county's Defined Contribution Plan. The employer will match up to seven (7%) percent of employee's salary into the plan for each employee.

ARTICLE XVIII
UNIFORMS

18.1: In the event any personal property of an employee is lost or destroyed when an employee is in performance of his duty, a claim may be submitted to the Board of Commissioners for reimbursement of the lost or destroyed article. Each claim will be considered by the Board on its individual merits, and the determination of the Board shall be final and not subject to the grievance procedure.

ARTICLE XIX
WAGES AND PREMIUMS

19.1: Wages. See Appendix A for classification and rate schedule.

19.2: Shift Premiums. Shift premium shall be paid according to the following schedule:

Effective October 1, 2009 through September 30, 2012

SIGNATURE COPY

6:00 a.m. to 6:00 p.m.	No premium
6:00 p.m. to 6:00 a.m.	\$3.00 per shift

In the event an employee's work schedule overlaps any of the above shifts, he will be paid a shift premium for the entire shift if he works in excess of four (4) hours on the premium shift.

19.3: Education Premium. The County will provide the following annual premium to employees having a degree from a recognized junior college, college or university:

- a) \$100.00 to employees with an associate's degree;
- b) \$200.00 to employees with a bachelor's degree;
- c) \$300.00 to employees with a master's degree;
- d) \$400.00 to employees with a doctorate degree.

Payment of the above sum will be by separate check and in addition to the base hourly rate paid employees. To be eligible for payment, the employees must have the degree on January 1st of the payment year. Newly hired employees with a degree shall not be eligible for this premium until the January 1st following hire except in the case of any employee who is hired on the 1st, 2nd or 3rd day of January.

19.4: Longevity Pay. Full-time bargaining unit members shall receive an annual longevity payment paid each year on their anniversary date of full time employment based on the following schedule:

- | | |
|-------------|----------|
| a) 5 years | \$100.00 |
| b) 10 years | \$150.00 |
| c) 15 years | \$200.00 |
| d) 20 years | \$250.00 |

ARTICLE XX

HOSPITAL AND MEDICAL INSURANCE

20.1: Hospitalization. The County shall provide Blue Cross PPO PLAN 2 health insurance coverage period of one year due to current instability in the insurance industry. The present plan as seen by health care service providers is a PPO Plan 14, however, coverage is provided at a PPO Plan 2 level. The County shall reimburse the difference between PPO Plan 14 and Plan 2.

If the employee has "bought up" to a Plan 1, the coverage is provided at a Level 1. The County shall reimburse

the difference between PPO 14 and PPO Plan 1, Drug Rider (Appendix B), Dental (Appendix D, and Optical (Appendix C).

Due to volatile market conditions in the health care insurance industry, in years 2 and 3 of this contract the County may need to reconfigure its health insurance plan. In the event this occurs, the County will provide health insurance coverage equivalent to Blue Cross PPO Plan 2 coverage.

The employee will continue to pay 10% of their total insurance premium plus if the health insurance premiums increase over 15% in any one year the employee and County will split the difference.

Employees not enrolled in the program will be paid the sum of \$208.33 per month for each full coverage month (the 15th of one month to the 15th of next month) the employee did not participate in the program during the immediate past enrollment year for a total annual payment of \$2500.00. To be eligible for the above, employee must have coverage from another source and provide verification of same.

Each year, each employee will be given the opportunity at the County's open enrollment period to buy up to Plan Community Blue PPO Plan 1. The open enrollment period is the only time any employee may make this change and they would have to continue that until the next open enrollment period and pay all premium differences for that election.

Each employee will be allowed to purchase Community Blue PPO Plan 1, at the cost difference (between Community Blue PPO 2 and Community Blue 1). That additional cost will be payable on a biweekly payroll deduction.

20.2: Life Insurance. The County shall provide each covered employee with life insurance in the amount of Fifteen Thousand and no/100 (\$15,000.00) Dollars with an accidental death and dismemberment rider. Thirty (30) days after this Contract is signed in 2001, the County will increase each covered employee's life insurance to Twenty Thousand and no/100 (\$20,000.00).

20.3: Optical Insurance. The Employer will provide an Optical program with a Twelve and 50/100 (\$12.50) Dollar co-pay provision shall be continued for the duration of the contract.

20.4: Dental Insurance. The County will provide a Dental Plan for all covered employees with the following dental benefits:

No Deductible: the Blue Cross and Blue Shield of Michigan Dental Plan pays reasonable charges for covered expenses with any deductible.

Co-Insurance:

Class I: Diagnostic services, preventive services, and palliative treatment are covered at 100% of reasonable charge.

Class II: Restorative, endodontic, periodontal services, oral surgery, repairs, adjustment and relining of dentures and bridges and adjunctive general services are covered at 75% of reasonable charges.

Class III: Construction and replacement of dentures and bridges covered at 50% of reasonable charges.

Class IV: Orthodontic services are covered at 50% of reasonable charges.

Annual Maximum: Each member is entitled to maximum benefits of \$1,000.00 every contract year.

Orthodontic Lifetime Maximum: Each member (up to age 19) has a lifetime maximum of \$1,000.00 available for orthodontic services.

20.5: Whenever a seniority employee shall be on an approved leave of absence because of illness after having exhausted his accumulated sick leave, the County shall continue to provide the benefits of Section 19.1 and Section 19.2, 19.3 and 19.4 (if applicable) for each employee for the duration of such leave of absence or for six (6) months, whichever is less.

20.6: Liability Insurance. The County will provide liability insurance for employees.

ARTICLE XXI
TRAINING

21.1: The Director may require employees of the bargaining unit to attend specialized schools at his discretion. The Employer shall pay the tuition and related expenses and provide adequate transportation for attendance at any training session. In the event that transportation is not available and an employee is requested to use his own vehicle, he shall receive the mileage allowance at the then current rate paid by the

County for such vehicle use. An estimate of any expenses may be paid in advance. Any difference between the estimate and the actual expenses incurred shall be adjusted within one (1) month after the completion of the training session. All training on an employee's scheduled day off shall be time and a half (1 ½) pay. An employee's schedule cannot be changed to avoid overtime.

ARTICLE XXII
SAFETY

22.1: The Director, the County and employees shall have the responsibility to maintain all equipment in a safe condition and to provide a place of work that is reasonably free from safety and health hazards.

22.2: When an employee shall find equipment unsafe for use in the performance of his duties, he has the duty to immediately report such unsafe conditions to his supervisor, and if the condition is not satisfactorily resolved, the employee may have recourse through the grievance procedure provided herein.

ARTICLE XXIII
BULLETIN BOARDS

23.1: The County agrees to provide adequate bulletin board space to the Union for the purpose of posting notices of Union meetings, Union elections, Union reports, Union and Lodge recreational activities, etc. Nothing shall be posted on the bulletin boards that contain anything of a partisan or political nature or anything that may be considered libelous or slanderous of any person.

ARTICLE XXIV
VALIDITY

24.1: In the event that any section of this contract shall be declared invalid or illegal, such declaration shall in no way affect the legality or validity of any other provisions.

ARTICLE XXV
MILEAGE AND EXPENSES

25.1: Mileage. In cases where an employee is required by the Director to use his private vehicle in the performance of

his duties, he shall be reimbursed for mileage at the current mileage rate allowed by the County.

25.2: Expenses. An employee shall be reimbursed for food for any day on which he is engaged in County business outside the confines of Ogemaw County in excess of 5 hours, in accordance with the reimbursement schedule adopted by the Ogemaw County Board of Commissioners. Lodging shall be in accordance with the Policy of the Ogemaw County Board of Commissioners or as deemed necessary by the Director. Applicable per them allowances shall be paid without the necessity for receipts. Employees shall not be entitled to meal reimbursement if meals are provided during the course of any training, seminar, etc.

ARTICLE XXVI
MISCELLANEOUS LEAVES

26.1: Medical Leaves. An unpaid leave of absence shall be granted for medical reasons not to exceed six (6) months, with such leaves starting on a date agreed upon by the Employer and the employee in accordance with the recommendation of the employee's physician. Prior to return to active employment, the employee must present a statement from his/her physician that he/she is able to return to work.

26.2: Personal Leaves of Absence. Leaves of absence without pay for a bona fide reason which is not covered under FMLA (which shall not include employment for another employer) shall be granted to employees for periods not to exceed ninety (90) working days per calendar year. Such leave shall not cause any loss in seniority and must be approved in writing. Such periods of leave may be extended for additional ninety (90) day periods subject to the written approval of the Director.

26.3: Military Leave. Employees who are drafted into armed services will be granted a leave of absence for their tour of duty, not to exceed five (5) years if honorably discharged. Seniority will accumulate during such leaves. Employees returning to employment following an honorable discharge or duty in the armed forces must report for work within the statutory period(s) following the completion of their military service.

26.4: Military Reserve Leave. An employee who is a member of the National Guard or Reserve Unit who is called to active duty will be given time off to fulfill his obligation without pay.

ARTICLE XXVII
GENERAL PROVISIONS

27.1: Pay Day. Pay days shall be every other Thursday. When a regular pay day falls on a holiday, payment shall be made on the day preceding the holiday.

27.2: Voting. If employees are on duty on Election Day, they will be allowed to vote while on duty provided that polls are not open either prior to or after the employees scheduled shifts.

27.3: Pass Days. Each pass day (day off) authorized in the posted schedule shall consist of at least twenty-four (24) consecutive hours off duty.

27.4: Residency Requirement. The Director may enforce State law regarding residency requirements.

27.5: Outside Employment. Employees must first obtain prior written permission of the Director or his/her designee before engaging in any outside employment. Permission shall not be unreasonably withheld.

ARTICLE XXVIII
DURATION AND RENEWAL

28.1: This Agreement shall be binding on the parties hereto, their successors and administrators. This Agreement is effective except as otherwise noted and shall remain in effect until September 30, 2012. Ninety (90) days prior to the expiration of the Agreement, either party may request the commencement of negotiations by written communication.

28.2: Effective this contract, Ogemaw County Central Dispatch will be on fiscal year duration versus a calendar year.

28.3: This contract can be opened at any time as long as both parties agree to it.

ARTICLE XXIX
GENERAL CLAUSE

29.1: Whenever the masculine is used in this Agreement, it shall also mean the feminine, and vice versa.

In witness whereof, the parties hereto set their hands on this 21 day of May, 2010.

FOR THE COUNTY: John West

FOR THE UNION: Gary A. Puskie

FOR THE DIRECTOR: Paul A. Adair

APPENDIX A

	<u>2009-2011</u>	<u>2012</u>
Years of Service		
<u>Dispatcher</u>		
0-1 years	12.31/hr	12.49/hr
1-2 years	13.12/hr	13.32/hr
2-3 years	13.51/hr	13.71/hr
3+ years	16.14/hr	16.38/hr
<u>Dispatch Leader</u>	17.18/hr	17.44/hr
<u>Part-Time</u>	10.19/hr	10.34/hr

*Retroactive for employees employed upon the date of ratification by the parties.

Dispatch Lump Sum Salary Payments:

	October 2009 1.00%	October 2010 1.25%	October 2011 (1.50%)
Full-Time Employees	\$335.72	\$419.64	\$503.57
<u>Part-Time Employees</u>			
1500-2080 Hours Worked	\$285.72	\$369.64	\$453.57
1200-1500 Hours Worked	\$235.72	\$319.64	\$403.57
900-1200 Hours Worked	\$185.72	\$269.64	\$353.57
600-900 Hours Worked	\$135.72	\$219.64	\$303.57

Lump sum payment in third year to be added to annual base rate on September 30, (2012.)

APPENDIX B

DRUG TESTING POLICY

I. PURPOSE

The purpose of this order is to provide all employees with notices of the provisions of the County's drug testing program. Except when transit employees are under the jurisdiction of state or federal drug testing policy.

II. POLICY

It is the policy of this County that the critical mission of public service justifies maintenance of a drug-free work environment through the use of a reasonable employee drug testing program. The public has a right to expect that those who are hired to serve them are at all times both physically and mentally prepared to assume these duties. There is sufficient evidence to conclude that the use of controlled substances and other forms of drug abuse will seriously impair an employee's physical and mental health and, thus, job performance.

Therefore, in order to ensure the integrity of the County and to preserve public trust and confidence in a fit and drug-free environment, this County will implement a drug testing program to detect prohibited drugs used by County employees on January 27, 2005.

III. DEFINITIONS

- A. Employee - Those employees who are formally covered under the Union contract with Police Officers Association of Michigan#2.
- B. Supervisor - Those department heads, elected or appointed, assigned to a position having a day-to-day responsibility for supervising subordinates, or who are responsible for commanding a work element.
- C. Drug Test - The compulsory or voluntary production and submission of urine, in accordance with departmental procedures, by an employee for chemical analysis to detect prohibited drug usage.
- D. Reasonable Suspicion - That quantity of proof or evidence that is more than a hunch, but less than probable cause. Reasonable suspicion must be based on specific, objective facts and any rationally derived inferences from those facts about the conduct of an

- employee. These facts of inferences would lead the reasonable person to suspect that the employee is or has been using drugs while off duty.
- E. Probable Cause - That amount of facts and circumstances within the knowledge of a supervisor or the administration which are sufficient to warrant a prudent person to believe it is more probable than not that an employee is or has been using drugs while on or off duty.
 - F. Probationary Employee - For the purpose of this policy only, a probationary employee shall be considered to be any person who is conditionally employed with the County as a recently hired employee.
 - G. MRO - Medical Review Officer - The medical review officer is a physician knowledgeable in the medical use of prescription drugs and the pharmacology and toxicology of illicit drugs. The MRO will be a licensed physician with knowledge of substance abuse disorders. The MRO shall have appropriate medical training to interpret and evaluate an employee's test results in conjunction with his or her medical history and any other relevant biomedical information.
 - H. Last Chance Agreement - A standard letter of conditions for continued employment that is offered by the County or supervisor or the right to the same is invoked by an employee under certain conditions outlined in this order, after it has been determined that the employee has violated this order.

IV. PROCEDURES/RULES

- A. General Rules
The following rules shall apply to all employees, while on or 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. An employee shall notify their immediate supervisor when required to use prescription medicine that may influence their job performance. The employee shall submit one of the following:
 - 1) Note from the prescribing doctor
 - 2) Copy of the prescription
 - 3) Show of the bottle label to his immediate supervisor

- b. Supervisors shall document this information and retain the memorandum for at least thirty (30) days.
 3. No employee shall ingest any prescribed or over-the-counter medication in amounts beyond the recommended dosage.
 4. An 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 substances shall immediately report the facts and circumstances to his or her supervisor.
 6. Discipline of employees for any violation of the drug testing policy shall be in accordance with the due process rights provided in the department's rules and regulations, policies and procedures, and the collective bargaining agreement.
 - The employee may be immediately relieved of duty pending a departmental investigation at the discretion of the supervisor or his 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
- B. Applicant Drug Testing
 1. Applicants for the position of employment shall be required to take a drug test as a condition of employment during a pre-employment medical examination.
 2. Applicants shall be disqualified from further consideration for employment under the following circumstances:
 - a. Refusal to submit to a required drug test, or
 - b. A confirmed positive drug test. Indicating drug use prohibited by this order.
- C. Probationary Employees Drug Testing
 1. All probationary employees shall be required as a condition of employment, to participate in any unannounced drug tests scheduled for the probationary period. The frequency and timing of such tests shall be determined by the supervisor 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 supervisor.

D. Employees Drug Testing

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

1. The 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.
2. Upon reasonable suspicion the supervisor may request, through an authorized representative of the Union, that an employee submit to a voluntary drug test. Submission to a voluntary drug test hereunder shall be subject to the frequency limitation found in Article IV, section D, subsection 4 herein. Any employee voluntarily submitting to a drug test that 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 shall not be disciplined as a consequence of such refusal, but shall not be eligible for coverage under the last chance rehabilitation provisions set forth in this policy for a period of three (3) years.
3. A drug test will be administrated as part of any promotional physical examination required by any department.
4. All employees shall be uniformly tested during any unannounced, random testing required by their department. Random testing for all employees will not exceed twice in a 365-day period.
 - a. The County or their designee shall determine the frequency and timing of such test. The president of the Union 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. Penalty

Violation of any provision of this drug testing order shall be grounds for disciplinary action. Discipline shall be administered as set for in the Last Chance Agreement rules and regulations and may include discharge from employment. Any discipline remains subject to review in accordance with the Collective Bargaining Agreement.

F. Drug Testing Procedures

1. The testing procedures and safeguards provided in this order shall be adhered to by any laboratory personnel administering department drug tests.
2. Laboratory personnel authorized to administer County drug tests shall require positive identification from each employee to be tested before the employee enters the test area.
3. In order to prevent a false positive test result, a pre-test interview shall be conducted by testing personnel to ascertain and document the employee's recent use of any prescription or non-prescription drugs, or any indirect exposure to drugs. Divulgence by the employee of medical information during the pre-test interview is voluntary; however, if the test results are positive, it will be mandatory that the employee divulge the necessary medical information to the Medical Review Officer so that the MRO may determine whether the test result is a false positive.
4. The testing area shall be private and secure. Authorized testing personnel shall search the testing area before an employee enters same in order to document that the area is free of any foreign substance.
5. Where the employee appears unable or unwilling to give a specimen at the time of the test, testing personnel shall document the circumstances on the drug-test report form. The employee shall be permitted no more than eight hours to give a sample. During that time, the employee shall remain in the testing area, under observation. Reasonable amounts of water may be given to the employee to encourage urination. Failure to submit a sample shall be considered a refusal to submit to a drug test except for good cause as determined by the MRO.
6. The urine sample will be split and stored in case of legal disputes. The samples must be provided at the same time, and marked and placed in identical specimen containers by authorized testing

personnel. One sample shall be submitted for immediate drug testing. The other sample shall remain at the facility in frozen storage. This sample shall be made available to the employee or his labor association representative prior to disciplinary action, should the original sample result in a legal dispute. The employee must request same within 72 hours of being notified of a positive and confirmatory test by the Medical Review Officer. All groups of negative samples may be destroyed after seven (7) days.

7. All specimen samples shall be sealed, labeled, initialed by the employee and laboratory technician, and checked against the identity of the employee. Samples shall be stored in a secured and refrigerated atmosphere until 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.

G. Drug Testing Methodology

1. The testing or processing 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 MRO.
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, amphetamines, and barbiturates. Personnel utilized or testing will be qualified to collect urine samples, or adequately trained in collection procedures.
5. Concentrations of a drug at or about the following levels shall be considered a positive test result

when using the initial immunoassay drug screening test:

Initial Test Level
(ng/ml)

Marijuana Metabolite.	100
Cocaine Metabolite.	300
Opiate Metabolite	300*
Phencyclidine	25
Amphetamines.	1000
Barbiturates.	300

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

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

Confirmatory Test Level

Marijuana Metabolite.	15*
Cocaine Metabolite.	150**
Opiates:	
Morphine	300+
Codeine.	300+
Phencyclidine	25
Amphetamines	
Amphetamine	500
Methamphetamine	500
* Delta-9-tetrahydrocannabinol-9-carboxylic acid	
** Benzoyllecgonine	
+ 25ng/ml if immunoassay-specific for free morphine	
Barbiturates.	300

6. The initial and confirmatory test cutoff levels of this order are the same as that of the United States Government, which were published in the Federal Register, volume 54, number 230, dated December 1, 1989.
7. The laboratory selected to conduct the analysis shall be experienced and capable of assuring quality control, documentation, chain-of-custody, technical expertise, and demonstrated proficiency in urinalysis.

8. Employees having a negative drug test results shall receive a memorandum stating that no illegal drugs were found. A copy of the memo will be placed in the employee's personnel file upon the employee's request.
9. Any employee who interferes with the testing process or breaches the confidentiality of test results shall be subject to discipline.

H. Chain of Evidence - Storage

1. Each step in the collecting and processing of the urine specimen 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.

I. 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.

J. Substance Abuse Rehabilitation Program

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

K. 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 supervisor, the last chance agreement may also be offered to any employee whose drug test has been confirmed positive by the Medical Review Officer.
3. Standard letter of conditions for continued employment (last chance agreement) must be signed

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

LAST CHANCE AGREEMENT

Re: _____

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

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

Now, therefore, it is agreed that:

1. Employee must sign a form releasing any and all information to management as may be requested.
2. Employee must successfully complete a rehabilitation program as prescribed by an authorized rehabilitation source.
3. Employee must pass a medical examination administered by a medical facility designated by the County prior to being allowed to return to duty. The examination shall only screen for drug use and the physical impact of the prior drug usage.
4. Employee may be allowed to use sick time and may apply for a medical leave of absence if required, while undergoing rehabilitation.
5. Upon clearance by the medical facility designated by the County, the employee shall be returned to work at the same classification._____.
6. Once returned to work, 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 a period of not more three (3) years. Officer _____ agrees to sign appropriate forms releasing any and all information to the County as may be requested. Failures to follow the program directives are grounds for discharge, subject to review pursuant to the

collective bargaining agreement of only the discharge for failure to follow program directives.

7. Once authorized to return to work, _____ shall submit to controlled substance testing at the discretion of the supervisor. If any such test shows a positive result for the presence of a controlled substance, _____ will be discharged from employment with the County, subject to review pursuant to the collective bargaining agreement of only the discharge for a positive test result hereunder.
8. _____ will be credited with seniority, for promotional purposes, for time separated from work between _____ and the date of return to work. No other wage is due or owing, and _____ waives any claim thereto.
9. The Union 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 to grievance # _____, including but not limited to the processing and arbitration of this grievance. Further, _____ release the County and the Union from all liability and claims he may have had or now has with respect to his employment with the County 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 Ogemaw and the Police Officers Association of Michigan #2.
10. All parties have had the opportunity to consult legal counsel and have carefully and completely read and understood all the terms of this settlement agreement. This settlement agreement is freely and voluntarily entered into by all parties without any duress or coercion.
11. The parties agree that this agreement is entered into as a full and final settlement of the above referenced matter, and shall not set a precedent. Furthermore, the actions taken by the parties in settling this matter are not meant to establish a practice or right to be utilized in any other grievance, claim, or litigation.
12. In the event the employee grieves and attempts to process to arbitration any discipline imposed as a condition of this last chance agreement, said grievance shall be barred by release and waiver, and an arbitrator shall have no authority to modify the penalty imposed by the Police Department.

DATED THIS _____ DAY OF _____, 2010.

EMPLOYEE

FOR THE COUNTY

UNION REPRESENTATIVE

FOR THE COUNTY