

**Agreement**

**Between**

**SAGINAW COUNTY**  
**A MUNICIPAL CORPORATION**

**and**

**POAM NON-312**

**October 1, 2005 to September 30, 2009**

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## AGREEMENT

THIS AGREEMENT, entered into this 18th day of September 2007, 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 (POAM - Non-312), hereinafter referred to as the "Union" expresses all mutually agreed covenants between the parties heretofore.

## PREAMBLE

THIS AGREEMENT, entered into by the Employer and 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 the 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 Correction Officers, and Clerical employees of the Saginaw County Sheriff's Department, but excluding the Sheriff, Undersheriff, Captains, Lieutenants, Sergeants, Deputies, and 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 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.

Section 2.

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 membership dues uniformly required; provided, however, that the Union presents to the Employer written authorization properly executed by each employee allowing such deductions and payments to the Union.

Dues 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 Secretary-Treasurer of the Local Union, regarding the amounts to be deducted and the legality of the adopting action specifying such amounts of the Union dues. The Employer agrees, during the period of this Agreement to provide this check-off service without charge to the Union. Remittance of the dues shall be made by means of electronic transfer or other electronic or automated means.

All employees in the bargaining unit shall as a condition of continued employment, pay to the Union, the employee's exclusive collective bargaining representative, an amount of money equal to that paid by other employees in the bargaining unit who are members of the Union, which shall be limited to an amount of money equal to the Union's regular and usual dues. For present regular employees, such payments should commence thirty-one (31) days following the date of employment.

Monthly agency fees and initial agency fees will be deducted by the Employer and transmitted to the Union as prescribed above for the deduction and transmission of Union dues. 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 agency fees shall be deducted in equal payments twice each month.

#### ARTICLE 4 STEWARDS AND ALTERNATE STEWARDS

##### Section 1.

Union employees on each shift shall elect a steward who is a regular employee working on that shift to represent them. Union employees on each shift may also elect an alternate steward, who is a regular employee working on that shift 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 shift of occurrence for the steward to leave his work for these purposes subject to necessary emergency exceptions. Contact by telephone may be used when convenient and agreed to by mutual consent. 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 Sheriff may request to have time spent on grievances and other procedural union matters documented.

The steward and alternate steward will be required to record time spent on a form provided by management. 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.

### Section 4.

In addition to the above stewards, employees in the POAM (Non-312) bargaining unit may be represented by one (1) of the members of the Local Executive Board who is elected by the membership and will have the necessary time to act in his Union capacity without loss of pay where in so acting he loses time from his regular schedule of work. He will serve in all special conferences and will handle grievances. He shall request permission of his immediate supervisor when leaving his work area and such permission shall be granted to attend meetings in accordance with the above provisions. This time will not be abused.

### Section 5. Union Leave Days.

The Employer shall allow two (2) representatives of the Union to attend conferences and/or seminars of any beneficial group or association which is sanctioned by the Union. Leaves granted shall not exceed fifteen (15) work days total in any calendar year and thirteen (13) shall be without pay, and two (2) days with pay.

The Executive Board of the Union shall, at least ten (10) days prior to such conference or seminar submit notice to the Sheriff certifying the name of such representative and indicating the topic of the conference; the starting date and termination date for the respective leave days noted above.

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 five (5) representatives of the Employer and not more than five (5) representatives of the Local Union, however, a maximum of three shall be compensated by the employer, of those employees scheduled to work. 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 conferences. Union members must notify their Division Commander at least two (2) working days prior to the scheduled meeting of their attendance.

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 within ten (10) calendar days of the incident or the employee having knowledge of the incident, with the following understanding:

- a. Before initiating a grievance the employee must first discuss the matter orally with his immediate supervisor or the supervisor's designee.

Step 2.

If the matter is not so resolved, the union representative and the employee shall discuss the complaint with the Sheriff, Undersheriff, or their designee.



Step 3.

If the complaint is not resolved in this manner, the complaint shall be reduced to writing on the regular grievance form provided by the local union, signed by the employee, and presented to the Sheriff or Undersheriff within ten (10) calendar days of the alleged grievance.

The Sheriff and/or Undersheriff shall have ten (10) calendar days after receipt of the grievance to answer the grievance.

Step 4.

If the grievance is not settled the union shall, within ten (10) calendar days after receiving the Sheriff's/Undersheriff's answer, request in writing a meeting which shall be set at a mutually agreeable time and place, between union representatives and the Sheriff and/or Undersheriff and/or a designee(s) to review the matter. The grievant shall be present at this meeting.

- a. Such meeting will normally be held within thirty (30) days after the date of the written request and the Sheriff will render his decision within ten (10) calendar days of the meeting.
- b. The Sheriff 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) days after receipt of the last step answer. Each grievance submitted to arbitration shall be submitted to the American Arbitration Association in accordance with its voluntary rules and regulations then obtaining, 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.

ARTICLE 7  
DISCHARGE AND DISCIPLINE

Section 1. Notice of Possible Discipline

1. The employer shall not discharge, suspend, or discipline any employee except for just cause.

2. Before any disciplinary action is taken against an employee, he/she shall be given a written notice of the alleged charge(s). Such notice shall be presented to employee within 90 calendar days of the Sheriff having knowledge of an incident requiring disciplinary action. A Notice of Possible Discipline will be forwarded to the employee and the union. The employee shall have fourteen (14) calendar days to respond in writing and state his position and offer any evidence immediately available. This response shall be presented to the Sheriff, Undersheriff or their designee.

3. Once the employee has had the opportunity to respond, the Sheriff will have thirty (30) calendar days, from the date the employee responds, to determine if there is just cause for discipline.

4. In the alternative to a written reprimand or other discipline, the Sheriff or his designee may choose to meet with an employee for the purpose of job counseling. Written documentation of any job counseling sessions shall be acknowledged by the employee through signing a job counseling form or memo, but such documentation shall not be entered in an employees personnel file. Job counseling sessions and documentation shall not be subject to the grievance process.

Section 2. Representation

1. After a charge or complaint has been formally made, the employee shall be advised of his/her right to union representation at all stages of contact in the disciplinary process. This notification will be made on the printed Notice of Possible Discipline form.

2. Employees may exercise this right by requesting any one of the following: their Steward or an alternate steward, member of the Executive Board, union representative, or union attorney.

3. In the event an employee requests the presence of a personal attorney, a union representative may also be present.

Section 3. Specific Charges

1. The Notice of Possible Discipline shall cite the specific sections of the rules and regulations and/or appropriate law or ordinance which the employee is alleged to have violated.

#### Section 4. Past Infractions Involving Suspensions

1. In considering any discipline against an employee, the employer will not base a decision on any prior infractions of county or department rules or regulations which resulted in suspension and which occurred more than two (2) years previously, unless directly related to the current charge, and then, not more than three (3) years.

#### Section 5. Notification of Discharge, Suspension, or Discipline

1. If the employer determines that there is just cause to discharge or suspend an employee, the notice of discharge or suspension shall be put in writing and delivered to the employee and a member of the Executive Board within five (5) calendar days, excluding weekends and holidays.

Letters of Reprimand must be delivered within 5 calendar days excluding weekends and holidays. The Sheriff shall use due diligence in serving all notices pursuant to this section, however, if after using due diligence he is unable to deliver notice, the requirements of this Section shall be considered met.

2. The employee shall sign the notice of suspension and/or discharge, or the letter of reprimand as evidence of receipt only. The Sheriff shall use due diligence in attempting to obtain employee signature, however, if after using due diligence he is unable to obtain signature, the requirements of this Section shall be considered met.

#### Section 6. Clearance of Past Infractions

1. Written reprimands shall be removed from the employees file one year from the date issued. This shall not apply to notices of suspension.

2. This also shall not apply if the employee is subsequently charged with a similar violation within one year of the date of issuance of the original reprimand.

#### Section 7. Employee Reassignment

##### 1. Reassignment Status

If any employee is involved in an incident which results in the death or serious injury of another person while on duty, the employee may, at the employer's discretion, be reassigned to the Sheriff's Office (reassignment status)

for a period of three (3) days. The employee's inactive status may be extended for medical reasons.

The employee must make him/herself available for investigative purposes while on reassignment status.

While on reassignment status, the employee shall receive full pay and benefits.

## 2. Relieved of Duty/Suspended Without Pay

In the event an employee is relieved of duty or suspended without pay, he/she shall be taken off the payroll and may be required to turn in his/her departmental equipment.

Employees may be relieved of duty or suspended without pay while awaiting adjudication in a criminal trial depending on the nature of the charges.

In the event that an employee on relieved of duty status is exonerated of the charges which led to the employee being relieved of duty, he shall be reinstated to his prior position with no loss of pay.

Relieved of duty status shall not exceed thirty (30) days except where criminal prosecution is authorized by a government attorney.

## Section 8. 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 until such time as official action taken results in termination.

## ARTICLE 8 PROBATION

### Section 1.

New employees hired in the unit on a full time basis shall be considered as probationary employees for one year of their employment. When an employee finishes the probationary period, by accumulating twelve (12) months of employment, he/she shall be entered on the seniority list of the unit and shall rank for seniority from the day twelve (12) months prior to the day he/she completes the probationary period. There shall be no seniority among probationary employees.

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 1 of this Agreement, however, employees who are being discharged and/or disciplined, for other than union activity shall not be represented by the Union.

ARTICLE 9  
SENIORITY

Section 1.

Seniority shall be on a bargaining unit wide basis in accordance with the employee's date of entry into the POAM Non-312 bargaining unit.

a.) Seniority shall not be affected by the race, color, creed, age, sex, martial status, or dependents of the employee.

b.) The seniority list will show the 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 or upon request.

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 may 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, the employee will be considered to have voluntarily quit.

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 two (2) years retain their seniority.

g.) Absence due to a compensable disability incurred during the course of employment shall not break continuous service, unless the claim has been concluded and the employee has not returned to work within three (3) days after final payment of statutory compensation for such disability, or after the end of the period used in calculating a lump sum payment or upon signing an agreement to waive seniority as part of a redemption agreement, whichever occurs first.

h.) Transfer out the bargaining unit for a cumulative period of ninety (90) days, except however, any employee who, without a break in service, accepts a position in the Sheriff's Department outside the bargaining unit, may be returned to the bargaining unit anytime after ninety days absence from the bargaining unit with bargaining unit seniority reestablished at the level earned through the last day in the bargaining unit prior to acceptance of the non-bargaining unit position. This provision applies to any employee transferred or promoted to a non-bargaining unit position in the Sheriff's Department any time prior to or after the effective date of this Agreement.

For purposes of this section it is the employee's obligation to notify the employer of his/her current and complete address.

If an individual in Unit I-312 Eligible, Unit II or Unit III 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 before they can retire.

### Section 3.

A person employed by the county in any capacity outside of the Sheriff Department, who without a break in county service, is hired into a position within this bargaining unit, shall be subject to the same terms and conditions as any other new hire, except that his/her length of service with the county shall be credited for purposes of vacation, longevity, health insurance, and retirement only.

Section 4.

For the first twelve months 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.

ARTICLE 10  
PROMOTIONS

Section 1. Promotion to Corrections Officer.

To be considered for a full time Correction Officer position, Unit members must meet the current requirements of the Saginaw County Sheriff.

All employees, once appointed to a full time position, shall begin their service at step one, and move through the salary schedule on the anniversary date of their appointment to the full time position. No employees shall obtain a step higher than their longevity in the full time position reflects.

If an employee receives a promotion to a classification higher than their previous classification, they shall be placed in the step which represents the compensation level which is at least five percent (5%) higher than their current compensation immediately prior to promotion. Their anniversary or step date shall change to the date of the promotion.

Section 2. Promotion to Deputy

Deputy vacancies determined to be filled shall be posted to allow certified correction officers to express their desire for promotion in writing to the Sheriff. In the alternative, the Sheriff may personally notify all individuals who may qualify for the promotion.

Promoted employees shall be on probation for a period of one (1) year beginning the first day assigned to the new position.

Section 3.

Unit II vacancies determined by the Sheriff to be filled from among 312 Eligible or Non-312 Eligible Unit I personnel shall be posted to allow eligible employees to express their desire for promotion in writing to the Sheriff. All postings shall be placed in area(s) of high personnel frequency for a minimum of seven (7) calendar days. In the alternative, the Employer may personally notify all individuals who may qualify for the specific promotion.

To be considered for promotion to Correction Sergeant the individual must:

- a: Be Non-probationary.
- b: Have 2 years experience with the Saginaw County Sheriff Department.

#### Evaluation Process

##### Phase One: 30 Percent of Total Score.

A custom written test based on:

1. The job description of Sergeant.
2. Department specific information such as Policies and Procedures, rules and regulations, and other available department information.

Depending on the number of persons being tested and the anticipated number of promotions available, between 6 and 12 persons would advance from Phase One to Phase Two. Rankings will be posted in the Sheriff's office for seven (7) calendar days to allow candidates to observe their ranking and ask questions of the Sheriff or his designee.

##### Phase Two: 60 Percent of Total Score.

Will consist of a structured Oral Board.

To ensure the fairness and objectivity of the promotion process, the Department will contract with an outside organization to prepare the tests described above and conduct the exams. The results of tests will be posted by booklet number for seven (7) calendar days to allow candidates to observe their score and to ask any questions of the Sheriff or his designee.

The effectiveness time limit for the promotion list would be two (2) years from the date of the last test or until the list is exhausted.

##### Phase Three: 10 Percent of Total Score.

1% per year of Saginaw Sheriff Department service will be credited to the candidates score up to a maximum of 10%.

The Sheriff will have the pick of anyone in the current top four (4) candidates. The names of the top four (4) will be posted in the Sheriff's Office for at least seven (7) calendar days.

Ties will be broken in the following manner:

- First Tie Breaker, Highest score in Phase 2.
- Second Tie Breaker, Highest score in Phase 1.
- Third Tie Breaker, Highest Score in Phase 3.

The Executive board may request a meeting to review the candidate list and ask questions regarding the list.



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 personal and vacation time, require time off from their employment. Employees shall be required to utilize PTO available to them while on a leave of absence. The employee may elect to maintain a maximum balance of no more than twenty-four (24) PTO hours in his/her bank throughout the leave of absence, if requested and granted by the Sheriff, prior to approval of the leave of absence. All employee benefits shall remain in effect as long as PTO is being utilized by the employee.

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 the decision of the Sheriff and shall be furnished to the employee by the Employer, and it shall be in writing. Such decisions shall not be arbitrary and capricious.

Section 4.

An employee on an approved leave of absence will continue to accumulate seniority during the leave. The Employer shall continue to provide life insurance and hospitalization benefits during the first thirty (30) days of an unpaid personal leave of absence. After said thirty (30) day period the employee, if he chooses, shall make arrangements with the Employer, for continuation and payment of said benefits.

Section 5.

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

#### Section 6. Military Leave.

Except as herein provided, the re-employment rights of employees and probationary employees will be limited by applicable laws and regulations. Benefits beyond those provided by law shall be the same as for Saginaw County non-union employees.

#### 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 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 criminal justice 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. Pursuant to Section 9, above, if educational leave is granted by the Employer, the employee's fringe benefits will discontinue pursuant to Section 4 above. However, if the employee agrees to work at least twenty-four (24) hours per pay period during his/her educational leave, health insurance, dental insurance and life insurance shall continue throughout the leave, at the Employer's expense, with the employee paying appropriate co-pays, pursuant to this Agreement.

Section 10. Family and Medical Leave.

Policy shall be in accordance with County Policy No. 364, as amended October 25, 2005.

ARTICLE 12  
HOURS OF WORK AND PREMIUM PAY

Section 1.

The normal work day shall consist of eight (8) continuous hours per day inclusive of a paid meal period as determined by the Employer. Designated employees may be scheduled eight (8) hours exclusive of a meal period.

Effective January 1, 2002, all unit members shall be assigned six 12-hour shifts, and one 8-hour shift, per biweekly pay period, as determined by the Saginaw County Sheriff. Available shifts will be assigned to unit members on a seniority basis. Working days shall be 2 on 2 off, 3 on 2 off, 2 on 3 off, and one eight-hour day will be incorporated into this schedule. Holiday pay for those working 12 hour shifts shall remain at 8 hours holiday pay (Current contract has 12.5 holidays or 100 holiday hours). All hours worked at holiday premium shall be paid at the rate of 1.5 times regular rate.

Time and one-half (1 1/2) will be granted under any of the following conditions:

- a.) Daily:  
All work performed in excess of the regular assigned and approved shift as long as the regular assigned shift is at least eight (8) hours per day.
- b.) Periodically:  
All work performed in excess of eighty (80) hours in any bi-weekly pay period. Hours are defined as hours actually worked. There shall be no pyramiding of overtime.
- c.) Compensatory time off in lieu of payment for overtime hours worked may be granted by employee request and approval by the Sheriff or designee.

Compensatory time off is at the Sheriff's sole discretion and if granted must be scheduled within sixty (60) days from the date earned.

Compensatory and PTO time may be used to bring bi-weekly pay to a regular 80 hour work week for those assigned to training sessions.

## Section 2.

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

## Section 3.

After shift assignments have been made, employees may be allowed to trade shifts upon making a written request to the Sheriff. The request shall state the reasons for the trade, length of time, shifts involved, and shall be signed by both employees. The Sheriff shall consider such requests and shall grant those changes that in his view are reasonable and not detrimental to the operation of the department. The Sheriff's decision shall not be arbitrary or capricious. The Sheriff's approval of the shift change shall constitute an official change of the work schedule.

## Section 4.

The Sheriff will provide to the union on or before January 2 of each year a table of organization by division and or work station. The union shall distribute this table for shift preference and return to the Sheriff on or before January 10. The Sheriff will use this table to determine work assignments and PTO leaves.

In the event a vacancy should occur, the union shall again circulate the staffing table for the purpose of shift assignment until all affected members shall have restated their preference. Table circulation shall occur within seven calendar days. If an employee is on approved leave during table recirculation and unable to review the table, it is assumed that the same assignment will be given where possible.

Seniority shall prevail, except when in the Sheriff's judgment it is necessary to assign or reassign shifts or deny shift choice for reason(s) of reorganization, improved efficiency or to prevent one shift from becoming top heavy with low seniority employees.

## 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, January

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

The total Holiday Pay for the year is limited to 100 hours and will be paid at straight pay as the holidays occur in 8 or 4 hour increments as appropriate.

#### Section 2.

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

#### Section 3.

Employees must work their scheduled day before and their scheduled day after a holiday or be on authorized paid leave (excluding worker's compensation and disability leaves) in order to be paid for the holiday.

#### Section 4.

If one of the holidays listed above should fall on a Sunday, the following Monday shall be observed as a holiday. If one of the holidays listed above should fall on a Saturday, excluding Christmas and New Year's Day, the previous Friday shall be observed as a holiday, except for employees assigned to seven day operations, who will celebrate the actual date of the holiday. If Christmas Eve or New Year's Eve falls on Saturday or Sunday, the holiday will be observed on Friday. If Christmas or New Year's Day falls on Saturday, the holiday will be observed on the previous Friday and Christmas Eve or New Year's Eve Day will be observed on Thursday the day before.

Employees assigned to seven (7) day operations will celebrate the actual date of the holiday.

#### Section 5.

All eligible employees shall be paid eight (8) hours at their current hourly rate of pay as holiday pay.

Section 6.

Employees who are required to work on a holiday shall receive in addition to the holiday pay, holiday premium pay at time and one-half(1 1/2) for all hours worked.

Section 7.

The Sheriff may grant an employee upon request an unpaid and uncharged vacation day on a holiday, provided, however, the employee shall be paid holiday pay.

ARTICLE 14  
PAID TIME OFF

Section 1.

Regular full time employees shall accrue Paid Time Off (PTO) in accordance with the following provisions:

Employees with more then 6 months and less than three (3) years of service shall accrue PTO in the amount of 136 hours per year. Probationary employees are not eligible for PTO and accrued PTO is not credited or useable until completion of 6 months of service.

Employees with three (3) but less than five (5) years of service shall accrue PTO in the amount of 152 hours per year.

Employees with five (5) but less than ten (10) years of service shall accrue PTO in the amount of 168 hours per year.

Employees with ten (10) years but less than fifteen (15) years of service shall accrue PTO in the amount of 184 hours per year.

Employees with fifteen (15) but less than twenty (20) years of service shall accrue vacation in the amount of 200 hours per year.

Employees with twenty (20) years or more of service shall accrue PTO in the amount of 216 hours per year.

Section 2.

Accumulation of PTO hours shall be limited to 700 hours and the amount carried forward into a new fiscal year shall be limited by this number, but for those employees, who as of the date of this Agreement, have more than 700

PTO hours in their bank. Said employees shall be limited to the number of PTO hours in their bank as of the date of this Agreement.

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 600 hours (maximum payment of 300 hours) at the employees current rate of compensation, through date of termination that such employee has accrued.

Compensation for unused PTO will be paid at the rate prevailing on the employee's last working day. Terminal PTO or vacation is not authorized.

Section 4.

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.

Bargaining unit employees may bid for PTO/vacations on a seniority basis beginning each January 10th and ending on each January 25th.

A. "Locked-in Vacations"

1. Employees shall list each of their PTO/vacation requests in the order of preference.
2. Each employee may be granted up to two (2) PTO/vacation periods of at least twenty-four (24) continuous work hours in length if requests are submitted during this period.
3. Employees should submit sufficient requests for PTO/vacations to allow for their request being bumped because of the employee's position on the seniority list.
4. Employees will be allowed to see the vacation calendar to determine if their requests for "lock-in" vacations were granted.
5. If the minimum standards listed in Paragraph E below are met, the PTO/vacation request shall be granted.

B. "Reserved PTO/Vacations"

1. After each January 25th, employees may request two "reserved" PTO/vacation times on a first come, first served basis.

2. Requests for "reserved" PTO/vacations must be for a period of at least twenty-four (24) continuous work hours in length.

3. Any PTO/vacation requests will be considered reserved if conditions specified in B.1 & B.2 are met and if applied for at least thirty (30) days prior to the dates of the requested PTO/vacation.

C. "Short Notice PTO/Vacations"

1. Any other PTO/vacation request of any duration must be requested at least forty-eight (48) hours prior to the date desired.

2. These short notice requests may or may not be granted depending on available staffing, locked-in and reserved PTO/vacations, and accumulated compensatory days already granted.

D. "Emergency and Non-emergency PTO/Vacations"

1. Requests for PTO/vacation time may be made with less than forty-eight (48) hours notice for bona fide emergencies. Efforts will be made to accommodate these bona fide emergency requests.

2. Requests for PTO/vacation with less than forty-eight (48) hours notice will be granted on a discretionary basis. Denial of leave under this clause is not subject to the grievance process.

E. Minimum personnel considerations for approval of PTO/vacation by division shall be as follows:

1. Jail/Security Division- Requests for PTO/vacations may be denied if the approval results in a staffing level at the affected work station of more than 50% part time workers.

F. Voluntary Transfers

Any employee requesting or accepting a transfer to another position after PTO/vacations have been approved may not be able to take a lock-in PTO/vacation granted under the employee's previous assignment.

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, 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 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 time paid as PTO during absence due to sickness or injury. 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 11.

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

Section 12.

PTO Time will be used by the hour.

Section 13.

Union members may donate earned PTO hours on an individual basis to a fellow unit member to supplement that member's PTO bank, with the understanding the recipient member accepts all tax liability and the donors must give two weeks notice of donation to the payroll department, donations must be in 10 hour increments and the donors bank cannot fall below 80 hours.

Section 14.

Except as otherwise granted in this section, absence when PTO bank has been exhausted shall not be approved without written permission from the Sheriff or his designee.

Section 15.

Once PTO has been requested and granted, the employee shall be required to take the PTO hours during the time scheduled, unless written permission to the contrary has been received from their division commander.

ARTICLE 15  
ILLNESS / DISABILITY LEAVE

Section 1.

Any employee of the County who finds it necessary to be absent from his or her work shift due to illness shall notify the command pager one (1) hour prior to the beginning of that duty shift whenever possible. The Employer may request a written explanation as to why the employee did not meet the one (1) hour time limit.

Section 2.

Regular full-time employees with one (1) year or more of service shall be eligible for Disability Pay subject to the following condition. An employee unable to work for reason(s) of serious illness or a non-work related injury shall be paid sixty percent (60%) of his/her basic weekly gross wage for twelve (12) months or the employee's department seniority whichever is less, payable biweekly beginning the fifteenth day of disability. Absence due to reoccurrence of the same illness or injury shall be paid accordingly, except however, no more than the period described shall be paid for the same illness or injury. Only one waiting period described (15 calendar days) shall be required for the same illness or injury. The compensation for disability benefits, as set forth in this section, shall not increase because of an employee's assignment to a "light duty" assignment.

Section 3.

During the period of disability coverage, Health and Dental insurance shall continue with the normal premium participation levels remaining in effect.

Section 4.

Under no circumstances will an employee be eligible for benefits described above except by Employer approved medical disability. Benefits will not be paid unless the employee submits the attending physician's certificate of disability on the proper County of Saginaw form 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. In the event the employee's doctor and the doctor retained by the County disagree, a third physician's opinion shall be obtained on appointment by the Saginaw County Medical Society. The third doctor's fee shall be paid by the County.

Section 5.

Disability payments shall terminate when the employee returns to regular work except in the case of a light duty assignment, 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, or after twelve months pursuant to Section 2, above. If disability benefits are exhausted and the employee cannot return to work, the employee's employment with the County of Saginaw shall be terminated. If an employee is terminated because of exhausting disability leave, all insurance and other employment benefits will also terminate.

Section 6.

Banked PTO days may be used to supplement long-term disability pay to 100% of the regular salary.

Section 7.

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.

Section 8.

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

Section 9.

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

Section 10.

Light Duty:

All employees who may become unable to perform their normal job description duties due to medical restrictions associated with non-work related injuries or illnesses shall be assessed for "light duty". If a light duty position is available, and if the employee accepts a light duty position, the following provisions shall apply.

If the employee accepts light duty work, the County of Saginaw will assign light duty jobs after review of medical evidence of restrictions. These light duty jobs may or may not:

- A) Be located in the department where the employee is normally assigned;
- B) Be within the bargaining unit where the employee is normally assigned;
- C) Consist of duties which the employee normally performs;
- D) Take place during shifts which the employee normally works;

However, all light duty job assignments will be made consistent with the medical restrictions associated with the employee's medical condition.

Placement and performance in a light duty job will not entitle the employee to additional pay beyond the compensation as allowed in Section 2 of this Article. It is understood that the purpose of placement into a light duty job is not to provide for additional compensation, but rather, encourage all employees to return to work as soon as possible.

All employees assigned to a light duty job will report to the work site as directed, take directions as given by the job site supervisor, and perform duties as instructed.

The Police Officers Association Of Michigan, Unit I (Non-312), hereby agrees that individuals who may not be employees of the Saginaw County Sheriff Department, or members of their bargaining unit, may be assigned to light duty jobs within their departments. Further, the Union agrees and understands that these assignments shall not be permanent assignments.

ARTICLE 16  
LONGEVITY

Section 1.

After five (5) years of service, longevity will be paid at the rate of \$70 per year of service. Current Regular Full-Time Employees hired before the effective date of this agreement [September 18, 2007] who have completed five or more years of continuous service as of December 1st of each year shall be entitled to longevity pay. Longevity pay shall be based on length of continuous service as of December 1st of each year and shall be paid on or after December 1st of each year. Regular Full-Time Employees hired after the effective date of this agreement [September 18, 2007] are not eligible for nor shall they receive longevity pay.

ARTICLE 17  
INSURANCE

For purposes of this Article, CURRENT EMPLOYEES are defined as bargaining unit members currently employed by the Employer who were hired prior to the date of ratification of this Agreement (September 18, 2007); and NEW EMPLOYEES are defined as bargaining unit members who are hired on or after the date of ratification of this Agreement (September 18, 2007).

Section 1. Health Insurance for CURRENT EMPLOYEES:

The County shall pay the group premium except as otherwise provided in this Article for hospitalization, surgical and medical insurance, semi-private service for current regular full-time employees and their authorized dependents as defined by the insurance carrier effective six months following their employment and continued qualifying service.

The County shall continue to pay the premium for such insurance for the employee and dependents when the employee is disabled through injuries that are work related or for the surviving spouse and dependents of an employee killed or fatally injured as a result of an occurrence arising out of the employee's employment while the employee is actually on duty.

The coverage provided will be under the Saginaw County Health Care Program, with either the PPO Option #1 with a 20% employee co-payment, PPO

Option #2 with a 10% employee co-payment, or PPO Option #8 with a 0% employee co-payment. The County reserves the right to change carriers by providing comparable coverage with a carrier for reasons of cost or service.

Employees who leave the health insurance plan of the County may only re-enroll during the regularly open enrollment period of the County declared annually unless an emergency situation exists which leaves the employee without insurance and which is not as a result of any action of the employee.

#### Health Insurance for NEW EMPLOYEES:

The County shall pay the group premium except as otherwise provided in this Article for hospitalization, surgical and medical insurance, semi-private service for new regular full-time employees and their authorized dependents as defined by the insurance carrier effective six months following their employment and continued qualifying service.

The County shall continue to pay the premium for such insurance for the employee and dependents when the employee is disabled through injuries that are work related or for the surviving spouse and dependents of an employee killed or fatally injured as a result of an occurrence arising out of the employee's employment while the employee is actually on duty.

The coverage provided will be under the Saginaw County Health Care Program, with the PPO Option #8 only with a 0% employee co-payment. The County reserves the right to change carriers by providing comparable coverage with a carrier for reasons of cost or service.

Employees who leave the health insurance plan of the County may only re-enroll during the regularly open enrollment period of the County declared annually unless an emergency situation exists which leaves the employee without insurance and which is not as a result of any action of the employee.

#### Section 2. Option To Health Insurance Coverage:

An employee who is eligible to receive or presently enrolled in a County Health Insurance program may choose to receive one hundred, fifty dollars (\$150.00) per month in lieu of such insurance coverage, provided however, the employee provides proof of another source of health insurance and signs a statement attesting to said insurance coverage and further, must not be covered as a dependent of a County employee.

If an employee's status changes such that he/she is no longer covered 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 Employer in a timely manner, or for any other reason not directly attributable to the

Employer, the Employer shall in no way be held liable for health coverage during such lapse. For Retiree Health Insurance Offset, see Section #3.

Section 3. Retiree Health Insurance for CURRENT EMPLOYEES:

To be eligible for retiree health care, a retiree must satisfy both the age and service requirements associated with retirement under the MERS Defined Benefit plan, even if they are members of and retiring under the ICMA Defined Contribution plan.

A current employee hired before January 1, 1999 and his/her spouse at time of retirement, shall be eligible for dual (employee and spouse) health insurance coverage 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 and/or their spouse is a member of the Plan on the day of retirement and agrees to participate in the employee's share program outlined in the table below.

A current employee hired on or after January 1, 1999 shall be eligible for single (employee only) health insurance coverage 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 and agrees to participate in the employee's share program outlined in the table below. Employees hired before October 1, 2001 may purchase insurance for non-covered eligible dependents at group rates, at their option. Employees hired after October 1, 2001 may not purchase insurance for non-covered dependants.

Payment shall be in accordance with the number of years of service actually worked for Saginaw County regardless of the total number of credited years of service held by the employee for the purpose of calculating the County Defined Pension Benefit through MERS.

| Years of Full Time Service Actually Worked | 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% |

Only the former TPOAM employees hired before January 1, 1995 incorporated into this unit on 1/1/1995 (currently existing as the Records/Investigation Supervisor, Account Clerk I/II, Records Clerk, Corrections Financial Processing Clerk, and Electronic Monitoring Administration Clerk) shall be provided an opportunity to receive retirement health care premium cost sharing in accordance with the following table, provided the employee meets all eligibility requirements for retirement under this Agreement and actually retires prior to the expiration of this Agreement, which is September 30, 2009, at which time this provision shall expire and be considered null and void.

| Years of Full Time Service Actually Worked | Employer Pays | Employee Pays |
|--|---------------|---------------|
| 6  | 25%           | 75%           |
| 7  | 30%           | 70%           |
| 8  | 35%           | 65%           |
| 9  | 40%           | 60%           |
| 10   | 45%           | 55%           |
| 11   | 50%           | 50%           |
| 12   | 55%           | 45%           |
| 13   | 60%           | 40%           |
| 14   | 65%           | 35%           |
| 15   | 70%           | 30%           |
| 16   | 75%           | 25%           |
| 17   | 80%           | 20%           |
| 18   | 85%           | 15%           |
| 19   | 90%           | 10%           |
| 20 & Over                                  | 95%           | 5%            |

All retirees shall continue with the Current PPO program within which they are enrolled at the time of retirement except that the Hospitalization/ medical insurance shall be converted to Medicare Traditional complementary coverage upon the retiree or his/her covered dependent becoming eligible, and/or attainment of 65 years of age. They shall not have any opportunity to convert to any other plan. It is each individual's personal responsibility to contact the Social Security administration regarding Medicare. 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. Upon the retiree's or his/her spouse's attainment of age 65, the complementary Medicare provisions described above apply.

Employees who retire and are eligible for health insurance coverage, may choose to receive health insurance offset payments of \$150 per month throughout their retirement in lieu of said coverage provided they are not covered under a County Health Plan. Individuals electing this option may not re-enter the health coverage program under any circumstances. This election is irrevocable.

CURRENT EMPLOYEES may make an irrevocable election to refuse retirement health insurance provided in this Section and thereby must enroll in the RHS Plan described below for NEW EMPLOYEES. CURRENT EMPLOYEES refusing traditional retirement health insurance shall never be eligible for the retirement health insurance provided in this Section or any other retirement health insurance provided by the Employer at any time in the future. CURRENT EMPLOYEES who refuse retirement health insurance and thereby become enrolled in the RHS Plan shall be paid a one-time incentive of Fifteen Thousand Dollars (\$15,000.00) by the Employer.

#### Retirement Health Savings Plan for NEW EMPLOYEES.

NEW EMPLOYEES shall not be eligible for retirement health insurance provided for above or any other retirement health insurance that may be provided by the Employer in the future. NEW EMPLOYEES shall be enrolled in an employer-sponsored health benefit savings plan through the Vantage Care Retirement Health Savings Plan (hereinafter "RHS Plan") or its equivalent. The Employer will contribute 1% of NEW EMPLOYEES' salary to the RHS Plan and NEW EMPLOYEES will contribute 5% of their salary.

#### Section 4. Dental Insurance:

The Employer agrees to pay the premium except as otherwise provided in this article for a dental plan for employees and authorized dependents comparable to the plan in effect on October 1, 2005, as follows:

Eligible Persons: Full-time regular employees, legal spouses and dependent children as defined by the carrier.

Waiting period: Employees who are eligible shall be covered on the first day of the month following six months of completed full-time service.

Percentage:

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

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

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

\$1,500 maximum per person per contract year for Class I and II benefits.

Section 5. Life Insurance:

The Employer shall pay the full premium for group term life insurance providing coverage to each full time employee in the amount of \$50,000 and \$50,000 Accidental Death and Dismemberment insurance effective the first day of the month following completion of six (6) months continuous service. The amount reduces to 92%, 84%, 76%, 68%, 60%, and 50% of the above amount on the employees' 65th, 66th, 67th, 68th, 69th, and 70th birthdays respectively. Employees who retire on or after January 1, 1999 will be insured for \$4,000 group term life.

Section 6. Workers Compensation:

An employee who is injured during the course of his/her employment shall be paid for all hours scheduled to work on the date of the injury and shall be paid for the days scheduled to work during the first seven calendar days following the date of injury not chargeable to any other benefit. The employee shall not receive more than 100% of his/her regular weekly wage as compensation for time off due to work related illness or injury. In the event the employee is overpaid in accordance with this provision he/she shall reimburse the County for the amount of overpayment. Fringe benefits which will not be lost will be health insurance, dental insurance, vision insurance and life insurance, until the employee no longer receives weekly Workers' Compensation benefits. PTO accrual will continue for first 90 days only.

The employee shall be responsible for immediately (upon becoming aware of the injury) reporting the occupational injury to his/her supervisor and shall request and complete the appropriate Worker's Compensation form substantiating the injury. The employee shall cooperate with the Employer, should an employer's physician examination be requested by the Employer. Reasonable post exam treatment orders shall be followed. The Employer shall maintain the right to remain in communication with an employee who is absent due to a compensable injury to determine the nature of the disability, prognosis and expected date of return to work.

Section 7. 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. 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 Employer under whose authority the employee is acting, whether or not there is negligence in the doing of such acts. Where there is willful misconduct or lack of good faith in the doing of any such acts, the same shall not constitute the 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 8. Dual Coverage:

Employees and retirees shall not be eligible for dual coverage as both a sponsor and a dependent for any insurance coverage under this agreement.

Section 9. Employee Co-payment:

In respect to the insurance coverages designated in Section 1 and 3 of this Article, it is agreed that employees shall pay Ten (10%) percent of the premium cost of the PPO2 health plan and dental insurance, Twenty (20%) percent of the premium cost of the PPO1 health plan, and 0% of the premium cost of the PPO8 health plan. The Employer shall pay the remaining cost of the premium, provided, however, the employee shall be responsible for the additional cost of sponsored dependent riders. A special open enrollment period of at least 30 days shall be scheduled for Unit Members upon ratification.

Section 10. Continuation of Insurance:

Insurance shall continue in force at County expense as follows:

Health: In the event of layoff, health insurance shall be continued at Employer's expense for a period of two months after the last day of the month subsequent to the date of the employee's layoff. In the event of a paid disability leave, health insurance shall continue in force until the last day of the month after completion of 1 year (365 days) disability. In the event of a leave of absence, health insurance shall be continued at the Employer's expense to the last day of the month subsequent to thirty (30) days after the leave began. The term "Employer's expense" shall be in accordance with Section 9.

Dental: Coverage shall continue at County expense until the last day of the month subsequent to layoff, leave of absence, or termination. In the event of a paid disability leave, dental insurance shall continue in force until the last day of the month after completion of 1 year (365 days) disability.

Life: Life insurance shall continue in force until the end of the month following the month in which the layoff began. Life insurance shall continue in force for a period of up to six months from the first day of the month in which the leave of absence began for all leaves of absence including service in the armed forces. In cases of disability, life insurance will continue while the employee remains on disability for the period of disability coverage in accordance with the terms and conditions of the insurance policy. An eligible employee who returns to work without loss of seniority within two (2) years after his/her life insurance terminated due to layoff or leave of absence is not required to satisfy the six month waiting period and will be insured on the first day of the month after his/her return to work.

Separation: In all separations except as provided in Section 2 of this Article, all insurance coverage will terminate the last day of the month in which the separation occurs. Health and Dental Coverage may be continued at the employee's expense if requested in accordance with applicable federal laws.

#### Section 11. General:

The Employer may determine the Provider of Health Insurance, except however, the benefit structure shall be maintained at the same level provided under this Agreement, and provided further, that negotiations between the parties for the purpose of determining the maintenance of benefits shall take place prior to any change of Provider.

#### Section 12. Vision Insurance:

Full time members of this bargaining unit, after the first day of the month following 180 days of service, and their dependents as defined by the federal internal revenue service, shall be eligible for vision benefits. Employees must enroll in the program and follow the requirements of the program. Vision benefit includes eye exam, lenses and frames or contact lenses, once every 24 months. Commonly used frames and lenses are covered in full, after co-pay requirements have been met. Contact lens allowances are \$210.00 if medically necessary, and \$150.00 if elective. Fully covered services are received from participating providers. Services from non-participating providers are partially reimbursed. Co-pays are as follows: \$25.00 for eye exams; \$25.00 for lenses and frames or contact lenses.

ARTICLE 18  
LAY OFF AND RECALL

Section 1.

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

When there is such a reduction in the work force, the following procedure shall be followed: Probationary employees (first 6 months of employment) will be laid off first, provided the employees with seniority retained can perform the available work. Laid off employees shall be given the first opportunity to fill part-time/temporary positions, and if recalled shall be paid at the rate of pay at time of layoff for all hours worked. Such recalled employees will not be eligible for any fringe benefits under the terms of this Agreement. In the event all laid off employees decline, positions may be filled at the Sheriff's discretion.

Section 2.

Seniority employees will be laid off according to seniority provided the employees retained are able to perform the available work. Employees to be laid off for an indefinite period of time will have at least fourteen (14) calendar days notice of layoff. The Union shall receive a list from the Employer of the employees being laid off on the same date the notices are issued to the employees.

In the case of a reduction in the correction officer classification, the employee with the least classification seniority shall be laid off first.

- a.) When the work force is to be increased after a layoff, the employees will be recalled according to seniority, in reverse order of layoff, provided the employees recalled are able to perform the available work.
- 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.

Pursuant to Saginaw County Policy, any Union positions which are supported in any portion by grants, cost-sharing, reimbursements, or any other source of outside funding, are only approved contingent upon the Employer receiving the budgeted revenues. In the event outside funding is not received, or

the Employer is notified that it will not be received, then said positions shall be considered unfunded positions and shall be laid off by seniority.

ARTICLE 19  
GENERAL

Section 1.

The parties to this Agreement shall establish a joint safety committee consisting of three (3) representatives of the Union, two (2) representatives of the Sheriff, and one (1) representative of the Chairman of the Board of Commissioners. All safety ideas and complaints will be handled by the Safety Committee.

Section 2.

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

Section 3.

Uniformed Personnel shall be furnished three (3) complete uniforms with appropriate accessories and replaced as needed.

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. Union Representatives.

Authorized representatives of the Union shall be permitted to visit the operation of the Employer during working hours to talk with the members of the Association 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 6. Range and Ammunition.

The Employer shall make a firing range and ammunition available to the employees who are certified officers and may be assigned to temporary duty as a deputy, for target shooting. The employees who are certified shall qualify with

their service weapon a minimum of twice (2) yearly. Failure to qualify with the service weapon may result in the correction officer not being assigned to out of classification deputy work.

#### Section 7. Legal Assistance.

The Employer will provide to the employee such legal assistance as will be required when civil action is brought against an employee as a result of the acts occurring when and while said employee is in the performance of his police duties and responsibilities; provided that notification is immediately given to the Employer that service of process was made upon the employee. For the purposes of this section, such legal assistance will only be provided when the employee has done acts pursuant to authority conferred by law or within the scope of employment.

#### Section 8. 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 and meal reimbursement at the current County rate if the class is held outside of Saginaw County, except for all courses held at Delta College, and if transportation is not otherwise available.

#### Section 9. Mileage.

Employees required to use their privately owned vehicle on County business shall be reimbursed at the standard IRS mileage rate for business expense reimbursement.

#### Section 10. 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 11.

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

#### Section 12.

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 13. 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, notices of vacancies 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 a member of the Local Executive Board. The Union will promptly remove from such Union bulletin boards upon the written request of the Employer any material which is detrimental to the Union-Employer relationship.

#### Section 14. 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 15. Higher Classification Pay.

Employees required to work in a higher classification for more than two (2) 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.

Correction officers assigned to prisoner escort trips shall be paid at deputy pay rate.

#### Section 16. 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 17.

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

Section 18. Bonds.

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

Section 19. Call In Pay.

An employee called in for duty for other than his regular eight (8) hour shift, shall receive a minimum of two (2) hours call in time for which he shall be paid at time and one-half (1 1/2) inclusive of court appearances.

Section 20. Overtime Assignments.

Overtime assignments shall be made among employees engaged in similar work as far as practical on a rotating basis, while still maintaining efficiency of operation.

Correction officers desiring overtime work shall sign their names to the appropriate form and be given such work on a rotating basis with other fellow officers who likewise avail themselves, when work in the jail is required at overtime rate.

Section 21.

The Employer will provide wash rooms and lockers for the changing and storing of clothing.

ARTICLE 20  
CLOTHING ALLOWANCE

Section 1.

The cleaning of uniforms issued by the Employer shall be the responsibility of the Employer.

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 days 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.

For up to one (1) year from date of injury, of an employees collection of Workers' Compensation benefits due incapacity from an occupational injury and/or illness, the employee's longevity benefits will not be used when computing the employee's average weekly wage for the purposes of payment of Workers' Compensation employment benefits. Instead, the employee's average weekly wage will be computed without longevity benefits and the employee will receive their full longevity check, pursuant to Article 16 of this Agreement.

Once one (1) full year has elapsed from the date of the employee's injury, longevity benefits will be used when computing the employee's average weekly wage for the purpose of payment of Workers' Compensation employment benefits and the employee will not receive either a partial or full longevity check.

ARTICLE 22  
PENSION

For purposes of this Article, CURRENT EMPLOYEES are defined as bargaining unit members currently employed by the Employer who were hired prior to the date of ratification of this Agreement (September 18, 2007); and NEW EMPLOYEES are defined as bargaining unit members who are hired on or after the date of ratification of this Agreement. (September 18, 2007)

Current employees hired before January 1, 1995 shall be members of the Michigan Municipal Retirement System, in accordance with P.A. 427 of the Michigan Public Acts of 1984, as amended, with the Benefit B-4, and F50/25, 25 Years of Service and Out, FAC 5, V-6, E-2, with an employee contribution of 4% of gross salary, pre-tax. The amount of the employee contribution to partially fund this benefit level will be in force for the duration of the benefit.

The former TPOAM employees hired before January 1, 1995 and incorporated into this unit on 1/1/95 will receive the B-4 and F55/20, F50/25, FAC 5, V-6 Program and one percent (1%) employee contribution. The amount of the employee contribution to fund this benefit will be in force for the duration of the benefit.

Current employees hired on or after January 1, 1995, will become members of the Saginaw County Defined Contribution Plan which provides for the following employee and employer contributions:

| <u>Employer Contribution</u> | <u>Employee Contribution</u> | <u>Total</u> |
|------------------------------|------------------------------|--------------|
| 6%                           | 0%                           | 6%           |
| 9%                           | 3%                           | 12%          |

All NEW EMPLOYEES shall be members of the Saginaw County Defined Contribution Plan (currently independently administered as a Trust Fund in conjunction with the International City Managers Association ICMA), which provides for the following employee and employer contributions:

| <u>Employer Contribution</u> | <u>Employee Contribution</u> | <u>Total</u> |
|------------------------------|------------------------------|--------------|
| 3%                           | 0%                           | 3%           |
| 6%                           | 6%                           | 12%          |

The employee may select one (1) of the above contribution plans initially upon being hired and may change the contribution plan in accordance with regulations established by the ICMA.

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:

SERVICE TIME

RETAINED BY EMPLOYEE

|                 |      |
|-----------------|------|
| 0-3 YEARS       | 0%   |
| 3 YEARS         | 25%  |
| 4 YEARS         | 50%  |
| 5 YEARS         | 75%  |
| 6 OR MORE YEARS | 100% |

10 Days worked in a month will be counted as one month.

Employees can select from the investment options provided by ICMA to utilize for their portion of the retirement contributions and after 100% vesting the employees shall select the option for both the employer's and the employee's funds. 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.

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  
WAIVER CLAUSE

The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered by this Agreement and with respect to any subject or matter not specifically referred to or covered in this Agreement except those conditions described in Article 23.

ARTICLE 25  
FUNERAL LEAVE

In the event of a death in the employee's close or immediate family, specifically, the following relationships: Mother, Father, Sister, Brother, Spouse, Child, Step-Child, Legal Guardian, Parent-in-Law, Grandparents, Grandchildren, current step-parents, and brother or sister of spouse, the employee shall be granted thirty (30) hours additional Paid Time Off (PTO). This additional paid time off shall be added to the employee's current PTO bank. The purpose of the additional paid time off is to enable the employee bereavement time, and all other terms and conditions governing PTO (Article 14) shall apply. However, the Sheriff will make every effort to grant PTO days, when requested, for purposes of bereavement, and such permission shall not be unreasonably withheld.

ARTICLE 26  
PHYSICAL, DRUG AND PSYCHOLOGICAL TESTING

Section 1. PHYSICAL FITNESS TESTING

- A. Participation in the Physical Testing Program is Voluntary. The event will be scheduled by the County and posted at least one month in advance of the test. Prior to participation, employees may be required to gain medical clearance to participate. There will be no financial loss associated with failing the tests. Successful participation will be recognized.
- B. Dress. Participants shall be permitted to dress in comfortable, athletic-type clothing and wear running or athletic shoes.
- C. Personnel may participate while on duty without loss of pay.
- D. Events. The physical fitness test shall consist of three events: push-ups with a two minute limit, sit-ups with a two minute time limit, and a one and one half mile run.
  - 1. Push-ups. Push-ups shall be done with palms of the hand flat on the ground and toes on the ground; no other portion of the body will be permitted to touch the ground during the duration of the exercise period of two minutes. Exercise will start with arms extended. The body will be lowered until the upper arm is horizontal or slightly below horizontal, it is not necessary to touch the chest, chin or any other portion of the body to the ground. The body will be raised back up until the arms are fully extended. The lowering of the body and raising back shall constitute one repetition.
  - 2. Sit-ups. Sit-ups shall be done with knees bent, hands locked behind the head, and the feet held down. Exercise will start with

the participant lying with the upper body on the ground. Participant will raise the upper body until the upper body is past the vertical, then lower the upper body back to the ground. Raising the upper body from the starting position and return to the starting position shall constitute one repetition. The exercise will have a two minute duration.

3. Run. Run shall consist of traversing a measured 1.5 mile distance within a time period.

E. Scoring. Minimum acceptable scores are as follows:

| <u>Age</u>  | <u>PUSHUPS</u>   | <u>SIT-UPS</u>   | <u>1 ½ MILE RUN</u> |
|-------------|------------------|------------------|---------------------|
|             | <u>Men/Women</u> | <u>Men/Women</u> | <u>Men/Women</u>    |
| Up to 31    | 38/15            | 42/40            | 13:45/16:45         |
| 32-36       | 33/14            | 38/35            | 13:30/17:15         |
| 37-41       | 32/13            | 33/30            | 16:30/18:15         |
| 42 and Over | 26/12            | 29/27            | 17:00/19:00         |

- F. Participants who pass all the standards will be recognized department wide for their accomplishment.

## Section 2. 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 employees 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.
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 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

\*\* Benzoylcegonine

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

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. 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.
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. 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.
9. 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

1. Each step in the collecting and processing of the urine specimens shall be documented to establish procedural integrity and the chain of custody.
2. Where a positive result is confirmed, urine specimens shall be maintained in a secured, refrigerated storage area. If a dispute arises the specimens will be stored until all legal disputes are settled.

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 three (3) years. Employee \_\_\_\_\_ agrees to sign appropriate forms releasing any and all information to the Sheriff Department as may be requested. Failure to follow the program directives are grounds for discharge, subject to review pursuant to the collective bargaining agreement of only the discharge for failure to follow program directives.
7. Once authorized to return to duty, employee \_\_\_\_\_ shall submit to controlled substance testing at the discretion of the Sheriff. If any such test shows a positive result for the presence of a controlled substance, employee \_\_\_\_\_ will be discharged from employment with the 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.
8. 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 \_\_\_\_\_, 200\_\_.

\_\_\_\_\_  
Deputy

\_\_\_\_\_  
Sheriff

### Section 3. 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 maybe 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 employee's expense. In the event that the second physician disagrees with the first physical, 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.

#### ARTICLE 27 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 28  
PART TIME EMPLOYMENT

Section 1.

Employees shall be permitted to engage in part-time employment upon approval of the Sheriff. Approval shall be sought on an annual basis. Approval may be revoked in an emergency.

ARTICLE 29  
WAGES

It is agreed that wages shall be adjusted as shown below and be as indicated in Schedule "A" attached hereto and made a part hereof by reference.

Effective October 1, 2005: 2% wage increase for all classifications. 3.5% One-time lump sum, considered as payroll.

Effective October 1, 2006: No base wage increase; 3.5% One-time lump sum, considered as payroll.

Effective October 1, 2007: 2.75% Base wage increase.

Effective October 1, 2008: 2.75% Base wage increase.

Effective October 1, 2005, the Records/Investigation Supervisor position shall be classified as T-11. Once the current incumbent vacates this position, the position shall be re-titled to Records/Investigation Clerk and shall be classified as T-9/10.

Effective October 1, 2005, the following positions shall be classified as T-9/10:

Account Clerk I/II  
Records Clerk  
Corrections Financial Processing Clerk  
Electronic Monitoring Administration Clerk

ARTICLE 30  
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. This Agreement shall continue in full force and effect to and including September 30, 2009 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 but also desire to negotiate changes or revisions in this Agreement, either party may serve upon the other a notice, at least sixty (60) days prior to September 30, 2005 or any subsequent contract year 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.

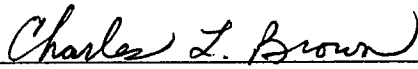
Section 3.

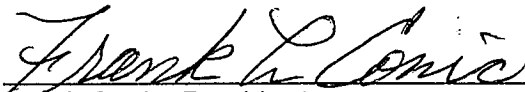
In the event of an inadvertent failure by either party to give the notice set forth in Section 1 and 2 of this Article, such party may give such notice at any time prior to the termination of automatic renewal date of this Agreement/

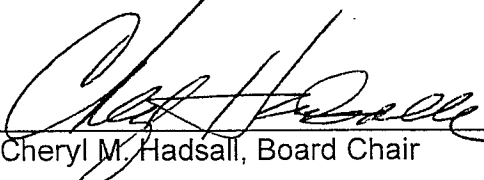
IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

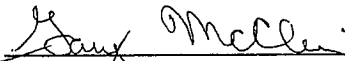
EMPLOYER

UNION


  
Charles L. Brown, Sheriff


  
Frank Conic, President

  
Cheryl M. Hadsall, Board Chair

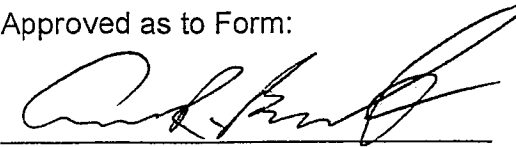
  
Gary McClain, Vice-President

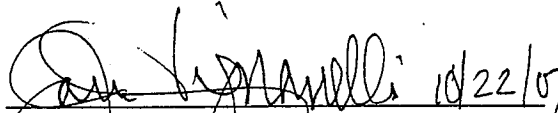
Approved as to Substance:

  
Marc A. McGill, Controller

  
Valerie Cyborowski, Secretary

Approved as to Form:

  
André R. Borrello, Civil Counsel

 10/22/07  
James Tignanello, Business Agent

Schedule "A" Wage Schedules Saginaw County Sheriff's Department

Jail Security Officers Wage Schedules

| Base            | \$31,921 | \$34,636 | \$37,354 | \$40,068 | \$42,784 | \$44,746 |
|-----------------|----------|----------|----------|----------|----------|----------|
|                 | Step 1   | Step 2   | Step 3   | Step 4   | Step 5   | Step 6   |
| 10/1/05-9/30/06 | \$32,559 | \$35,329 | \$38,101 | \$40,869 | \$43,640 | \$45,641 |
| 10/1/06-9/30/07 | \$32,559 | \$35,329 | \$38,101 | \$40,869 | \$43,640 | \$45,641 |
| 10/1/07-9/30/08 | \$33,454 | \$36,301 | \$39,149 | \$41,993 | \$44,840 | \$46,896 |
| 10/1/08-9/30/09 | \$34,374 | \$37,299 | \$40,226 | \$43,148 | \$46,073 | \$48,186 |

Clerk (Former TPOAM) Wage Schedules

T-11

|                 |          |          |          |          |          |          |          |
|-----------------|----------|----------|----------|----------|----------|----------|----------|
| Base            | \$26,516 | \$27,309 | \$28,507 | \$29,702 | \$30,891 | \$32,093 | \$33,056 |
| 10/1/05-9/30/06 | Step 1   | Step 2   | Step 3   | Step 4   | Step 5   | Step 6   | Step 7   |
|                 | \$27,046 | \$27,855 | \$29,077 | \$30,296 | \$31,509 | \$32,735 | \$33,717 |
| 10/1/06-9/30/07 | \$27,046 | \$27,855 | \$29,077 | \$30,296 | \$31,509 | \$32,735 | \$33,717 |
| 10/1/07-9/30/08 | \$27,790 | \$28,621 | \$29,877 | \$31,129 | \$32,375 | \$33,635 | \$34,644 |
| 10/1/08-9/30/09 | \$28,554 | \$29,408 | \$30,699 | \$31,985 | \$33,265 | \$34,560 | \$35,597 |

T9/T10

|                 |          |          |          |          |          |          |          |          |          |
|-----------------|----------|----------|----------|----------|----------|----------|----------|----------|----------|
| Base            | \$24,045 | \$24,768 | \$25,639 | \$26,592 | \$27,554 | \$28,507 | \$29,362 | \$30,336 | \$31,248 |
| 10/1/05-9/30/06 | Step 1   | Step 2   | Step 3   | Step 4   | Step 5   | Step 6   | Step 7   | Step 8   | Step 9   |
|                 | \$24,526 | \$25,262 | \$26,152 | \$27,125 | \$28,104 | \$29,077 | \$29,949 | \$30,944 | \$31,873 |
| 10/1/06-9/30/07 | \$24,526 | \$25,262 | \$26,152 | \$27,125 | \$28,104 | \$29,077 | \$29,949 | \$30,944 | \$31,873 |
| 10/1/07-9/30/08 | \$25,200 | \$25,957 | \$26,871 | \$27,871 | \$28,877 | \$29,877 | \$30,773 | \$31,795 | \$32,750 |
| 10/1/08-9/30/09 | \$25,893 | \$26,671 | \$27,610 | \$28,637 | \$29,671 | \$30,699 | \$31,619 | \$32,669 | \$33,651 |