

AGREEMENT BETWEEN THE MIDLAND COUNTY SHERIFF,
THE MIDLAND COUNTY BOARD OF COMMISSIONERS

and the

POLICE OFFICERS ASSOCIATION OF MICHIGAN
on behalf of the MIDLAND PATROL DEPUTIES ASSOCIATION (Unit II)

May 4, 2010 through December 31, 2012

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ARTICLE I
AGREEMENT

This agreement, entered into this 4th day of May, 2010, between the Midland County Board Of Commissioners (“County”), and the Midland County Sheriff (“Sheriff”), as joint employers, hereinafter collectively referred to as the “Employer,” and the Police Officers Association of Michigan on behalf of the Midland Patrol Deputies Association (Unit II), hereinafter referred to as the “Association.”

Wherever in this agreement the term “men” or its related pronoun appears, either as a word or as a part of a word, it is meant in its generic sense and shall include both males and females.

ARTICLE II
PURPOSE AND INTENT

The general purpose of this Agreement is to set forth terms with respect to rates of pay, wages, hours of employment and other conditions of employment, and to promote orderly and peaceful labor relations for the mutual interest of the Employer, the Association, employees and the citizens of the County of Midland, Michigan.

ARTICLE III
RECOGNITION

A. Unit Description. Pursuant to and in accordance with Sections 26 and 27 of Act 176 of the Public Acts of 1939, as amended, or Sections 11 and 12 of the Public Acts of 1947, as amended, the County and the Sheriff hereby recognize the Association as the exclusive representative for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment for all regular full-time and part-time Citizens Assistance Responders (CARs) (a/k/a Patrol Deputies) and Detectives employed by the Midland County Sheriff’s Office; but excluding the Sheriff, Undersheriff, Captains, Lieutenants, Jail Manager, Assistant Jail Manager, Sergeants and Court Security Sergeant, Supervisors, Court Security Deputies, Corrections Deputies, Corrections Shift Leaders, Animal Control Deputies, Animal Control Shift Leader, Kennel Maintenance Officers, Kennel Maintenance employees, Records Clerks, Records Clerk II’s, Records Clerk Typists, Secretaries, Administrative Secretary, Marine Officers, College Co-ops, Law Enforcement Explorers, temporary employees, Reserve Deputies, confidential employees, and all other employees.

Unless these actions are authorized under state and federal law, the Employer agrees and shall cause its designated agents not to aid, promote or finance any other labor group or organization which purports to engage in collective bargaining or to make any agreement with any such group or organization for the purpose of undermining the Association or otherwise. The Employer further agrees to prohibit any collective bargaining with anyone other than the Association on behalf of members of this bargaining unit.

B. Definitions.

1. Employee. An employee is a person represented by the Association who is employed full-time or part-time in the classification of CAR or Detective as described in Article III.A. above.

2. Full-Time Employee. A full-time employee is an employee whose employment is for a period of indefinite duration and who is regularly scheduled to work sixty-five (65) or more hours per bi-weekly pay period.

3. Part-Time Employee. A part-time employee is an employee whose employment is for a period of indefinite duration and who is regularly scheduled to work less than sixty-five (65) hours per bi-weekly pay period. Part-time employees shall not be entitled to any insurance or other fringe benefits under this Agreement, except for paid liability insurance, annual leave, and paid holidays as described in Article XXII, Insurance Benefits, Article XXIV, Leaves of Absence, and Article XXV, Holidays of this Agreement.

ARTICLE IV
NONDISCRIMINATION

The provisions of this Agreement shall be applied fairly and equally to all employees in the bargaining unit without favor or discrimination because of age, sex, marital status, race, color, creed, national origin, religious beliefs, handicap, political affiliation or Association membership.

The Employer agrees that there shall be no discrimination, interference, restraint or coercion by any of its agents or servants, on behalf of or against any employees because of membership in the Association.

No supervisor or representative of the Employer shall discriminate against any employee because he has formed, joined or chosen to be represented by the Association or because he has given testimony or taken part in any grievance procedure or other hearings, negotiations or conferences as part of the Association recognized under the terms of this Agreement.

ARTICLE V
ASSOCIATION MEMBERSHIP – AGENCY SHOP

As a condition of employment, all employees in the bargaining unit shall, within 30 days of the effective date of this Agreement or within 30 days of their date of hire, whichever is later, become members of the Association, or, in the alternative, pay to the Association a monthly service fee in an amount equal to the cost of representation or an amount equal to dues uniformly required for membership, whichever is lesser.

An employee shall be deemed to be in compliance with this Article so long as he is not more than 30 days in arrears in payment of dues or service fees.

An employee who has failed to comply with the above provisions shall be terminated provided the following pre-termination procedure has been adhered to:

a. The Association shall notify the employee by certified mail explaining that he is delinquent in not tendering required membership dues or service fees, specifying the current amount of the delinquency, the period of delinquency and warning the employee that unless delinquent membership dues or service fees are tendered within 30 calendar days of such notice, he shall be reported to the County and Sheriff for dismissal.

b. If the employee fails to comply, the Association shall give a copy of the letter sent to the employee and the following written notice to the Sheriff and the County's Human Resources Director at the end of the 30 day period set forth in paragraph a. above:

"The Association certifies that (name of employee) has failed to tender either the Association membership dues or service fees required as a condition of employment under the Collective Bargaining Agreement and demands that, under the terms of said Agreement, his employment be terminated."

A copy of such notice shall at the same time be sent by the Association to the employee via certified U.S. Mail.

c. Within 10 working days of receipt of such notice the Sheriff shall communicate the Association's request for termination to the employee and advise such employee that he must present proof of payment of all back membership dues or service fees owed the Association within 10 working days of mailing of said notice by the Sheriff (unless otherwise extended by the Association and the Sheriff) or he shall be deemed to have refused to make said payment and shall be terminated.

d. If the employee fails to present proof of payment as herein provided, the Sheriff, or his designee, shall terminate the employee.

The County agrees to deduct all Association membership dues, initiation fees and service fees from the wages of any employee who, on the standard form provided by the County, individually and voluntarily, gives the County written authorization to make said deductions. The written authorization for the deduction of Association initiation fees, dues and service fees shall remain in full force and effect until it is withdrawn, in writing, by the employee or until the employee's termination of employment, whichever is sooner.

While the Association shall have no right or interest whatsoever in any money authorized withheld until such money is actually paid over to them, the County agrees to turn over to the Association those monies deducted as herein provided as soon as possible after the first pay of each month. The County or any of its officers and employees shall not be liable for any delay in carrying out such deductions, and upon forwarding a check in payment of such deductions by mail to the Association's last known address, the County and its officers and employees shall be released from all liability to the employee and to the Association under such assignments.

All dues, initiation fees and service fees shall be authorized, levied, and certified in accordance with the constitution and by-laws of the Association. Each employee and the

Association hereby authorizes the County to rely upon and to honor certifications by the Association regarding the amounts to be deducted.

Payroll deductions shall become effective at the time a properly executed authorization is given to the County and deductions shall be taken from the first pay of each month, commencing with the month following the month in which the authorization is submitted to the County.

Each remittance by the County to the Association shall be accompanied by a list setting forth the names of all new hires and separations from the bargaining unit, the names of all current employees for whom dues, initiation fees, and service fees have been deducted, the amount deducted and the names of any current employees who have withdrawn their payroll deduction authorizations during the previous month.

The Association agrees to indemnify, protect and save harmless the County and the Sheriff, from any and all claims, demands costs, suits, judgments, or other forms of liability, including attorneys fees, incurred by reason of action taken or not taken by the County and/or the Sheriff for the purpose of complying with the provisions of this Article.

ARTICLE VI

ASSOCIATION REPRESENTATION

A. Association Bargaining Committee. The names of the Association's Bargaining Committee Members and Officers shall be furnished to the Sheriff and the County's Director of Human Resources.

The Association's Bargaining Committee shall be allowed time off with pay during regularly scheduled working hours for negotiations and/or conferences with the County and/or Sheriff, and the investigation and settling of grievances, without any requirement that said time be made up; provided, however, that such time off with pay shall not extend to more than three (3) Association Bargaining Committee members per session in the case of negotiations and conferences. One (1) Committee Member or, with the concurrence of the Sheriff, two (2) Committee Members, may participate in the investigation of current grievances.

The President of the Association or his representative may attend meetings of the County's Board of Commissioners while on duty, with the permission of the Sheriff.

B. Association Meetings. The Association may schedule and conduct membership meetings in the Sheriff's Office. Such meetings shall be limited to employees who are off duty, and shall not disrupt the work of on-duty employees or the efficient operation of the Sheriff's Office. On duty employees may attend meetings on County property with the permission of the Sheriff, or in his absence, the Sheriff's designee.

ARTICLE VII

MANAGEMENT RIGHTS

It is recognized that the County of Midland and the Midland County Sheriff respectively retain the powers, rights, authority and duties conferred upon them by the laws and the Constitution of the State of Michigan.

The management of the County and the Office of Sheriff, the control of the County's properties, and the right to manage their respective affairs efficiently and economically, is solely the responsibility of the County and the Sheriff.

All rights, functions, powers and authority which the County and the Sheriff have not specifically abridged, delegated or modified by this Agreement are recognized by the Association as being retained by the County and the Sheriff.

Except as otherwise limited by the terms of this Agreement, the County and the Sheriff shall possess, by way of illustration and not by way of limitation, the following management rights:

- The right to determine the number and location of facilities.
- The right to determine the work to be performed within the unit.
- The right to determine the amount of supervision to be provided.
- The right to determine all matters related to the selection, procurement, design, engineering and control of tools, equipment and material.
- The right to prescribe schedules of work.
- The right to determine the number of employees assigned to each job classification.
- The right to purchase services from others, excluding personnel brought in for the purpose of displacing regular full-time bargaining unit members.
- The right to relieve employees from duty.
- The right to enforce reasonable rules and regulations.
- The right to prescribe and assign duties.
- The right to discipline and discharge seniority employees for just cause.

ARTICLE VIII
GRIEVANCE PROCEDURE

A grievance is defined as a claim of violation of a specific article and/or section of this Agreement.

The following procedure is to be observed in the settlement of grievances:

Step 1: Any employee having a grievance shall discuss the matter with his immediate supervisor within fifteen (15) calendar days of the date he first becomes aware, or reasonably should have become aware, of its occurrence. If settlement is not reached, within ten (10) calendar days of the meeting with the supervisor the grievance shall be reduced to writing, signed by the aggrieved

employee, and a copy given to the Sheriff or his authorized designee. The employee's immediate supervisor and the Sheriff (or the Sheriff's designee) shall meet with the aggrieved employee and the Steward within ten (10) calendar days of receipt of the written grievance to try to resolve the matter.

Step 2: If Step 1 does not effect settlement, within ten (10) calendar days of the meeting with the supervisor and the Sheriff (or the Sheriff's designee) the grievance shall be forwarded to the Employer's Director of Human Resources, with a copy to the Sheriff. The Sheriff and the Director of Human Resources shall meet with the aggrieved employee and the Steward within ten (10) calendar days of the Director's and Sheriff's receipt of the written grievance to try to resolve the matter.

Step 3: If Step 2 does not effect settlement, the Association shall have the right to submit the matter for decision of an impartial arbitrator, provided that the Association shall file a Demand for Arbitration with the American Arbitration Association no later than thirty (30) calendar days after receipt of the Step 2 answer, with a copy to the Sheriff and the Employer's Director of Human Resources. Selection of the arbitrator and the arbitration process shall be governed by the Voluntary Labor Arbitration Rules of the American Arbitration Association.

The fees and approved expenses of the arbitrator shall be borne equally by the Employer and the Association. Each party shall be responsible for compensating its own representatives and witnesses. The arbitrator's decision, when made in accordance with his jurisdiction and authority established by this Agreement, shall be final and binding upon the Sheriff, the County, the Association and the employee involved.

Any arbitrator selected or appointed under this paragraph shall have jurisdiction and authority to interpret and apply the provisions of this Agreement insofar as it shall be necessary to the determination of the grievance before him, but he shall have no jurisdiction or authority to add to, subtract from, alter, modify or amend in any way the provisions of this Agreement, nor shall he substitute his discretion for that of the County, the Sheriff, or the Association where such discretion has been retained by said parties, nor shall he exercise any responsibility or functions of the Employer or the Association. If the grievance concerns matters not within the arbitrator's jurisdiction, it shall be returned to the parties without decision.

Any grievance not initiated within the time limits herein provided shall be barred. If any grievance is not appealed within the time limits herein provided, the Employer's last answer to the grievance shall be considered final and shall not be subject to further appeal.

In all steps of the grievance procedure described above, either the Sheriff, the County's Director of Human Resources, and the Association, or their respective designees, shall have the

right to specify that the aggrieved employee or his supervisor be called in to discuss the details of the grievance in the presence of the proper representatives of the parties.

All time limits herein set forth may be extended by mutual agreement. Any such agreement shall be in writing and signed by both parties.

Grievance meetings shall be scheduled at times mutually agreeable to the employee's supervisor, the County's Director of Human Resources, the Sheriff, and the Association, or their respective designees.

The resolution of a grievance shall not add to, subtract from or modify the terms of the Agreement, unless done so in writing and approved by the Association, the County, and the Sheriff. Any agreement on a grievance reached between the Association, the County and the Sheriff shall be binding on the Association, the County, the Sheriff and the employee(s) involved.

ARTICLE IX **SPECIAL CONFERENCES**

The parties may meet in special conference for the purpose of considering matters of mutual interest during the term of this Agreement. Any matters discussed or any action taken pursuant to a special conference shall not change or alter any of the provisions of this Agreement, or the rights of the Sheriff, the County or the Association, except as they may otherwise expressly agree in writing.

ARTICLE X **NEW CLASSIFICATIONS**

If a new job classification is created by the Employer during the term of this Agreement, the Employer shall establish a temporary rate for that job classification and notify the Association in writing of the establishment of the new job classification and its temporary rate. Within ten (10) working days after such notification the Association may exercise their right to request, in writing, the opportunity to negotiate with the Employer on the rate of pay for the new classification. If the Association requests to negotiate and no agreement has been reached within twenty (20) work days of the first meeting between the Employer and the Association, the matter may be referred by the Association to Step 3 (arbitration) of the Grievance Procedure within thirty (30) work days of said first meeting between the Employer and the Association. If the grievance is referred to an Arbitrator, he or she shall use as the basis for his decision, the qualifications, and the degree of complexity, responsibility, effort and skill associated with the new job classification as compared to other job classifications in the Bargaining Unit.

If the Association does not request negotiations or appeal the matter to Step 3 (arbitration) within the time lines hereinabove provided, the temporary rate shall become the permanent rate of pay for the new job classification for the balance of the term of this Agreement.

ARTICLE XI
PROBATIONARY EMPLOYEES

The Sheriff agrees that new employees hired into the unit shall be considered as probationary employees for the first twelve (12) months of their employment. The probationary period may be extended six (6) months with written consent of the Sheriff. Written notice of said extension must be given to the employee and to the Association before the twelve (12) months is up. A person who has completed twelve (12) months of continuous service and not been given a written extension shall be considered to have successfully completed the probationary period.

A probationary employee's job performance shall be periodically evaluated in writing by his supervisor. When a full-time employee successfully completes probation, he shall be entered on the seniority lists of the department. There shall be no seniority among probationary employees.

The Association shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, wages, hours, and other conditions of employment as set forth in this Agreement. The decision to discipline, discharge, or layoff a probationary employee and the decision as to whether or not an employee successfully completes probation, shall vest exclusively in the Sheriff and/or the County and shall not be subject to review under the grievance and arbitration procedures of this Agreement.

ARTICLE XII
SENIORITY

There shall be two types of seniority recognized under this Agreement for full-time employees: classification seniority and office-wide seniority. There shall be no seniority among part-time employees.

Classification seniority shall be defined as the total period of full-time employment an employee has served in the classification of Detective in the Sheriff's Office.

Office-wide seniority shall be defined as the total period of full-time employment an employee has served in the Sheriff's Office, regardless of position held.

Members of the Midland County Command Officer's Association (MCCOA) who previously held positions in the classification(s) of CAR and/or Detective shall retain the seniority and service time they earned in this bargaining unit prior to their transfer into MCCOA. If such person later loses his position in MCCOA as a result of a reduction in force he may use the classification seniority and/or service time earned prior to his transfer to MCCOA to obtain a position within the bargaining unit as provided in Article XIII, Reduction in Force.

A full-time employee shall lose his seniority and his name shall be removed from the payroll for the following reasons:

- He quits, retires or is discharged and the discharge is not reversed in the grievance procedure.

- He is absent for three (3) consecutive working days without notifying his immediate supervisor or the Sheriff. (In proper cases, exceptions shall be made upon the employee producing convincing evidence of his inability to give such notice.) After such absence, the Sheriff will send written notification to the employee at his last known address informing him that because of his unexcused absence he has voluntarily quit and is no longer in the employment of the Sheriff and/or County.
- If he does not notify the Sheriff within three (3) working days after receipt of notification to return to work after layoff, 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.
- Failure to return from a leave of absence will be treated the same as (b) above.
- If he is laid off for a continuous period equivalent to his seniority or three (3) years, whichever is lesser.

The County's Human Resources Department shall prepare and maintain a record reflecting each full-time employee's name, current classification title, last date of hire in current classification, and periods of service in other full-time positions in the Sheriff's Office.

ARTICLE XIII
REDUCTION IN FORCE

The term "layoff" shall be defined as a reduction in the working force.

In the event of a layoff, probationary, part-time and temporary employees in the classification in which the layoff is to occur shall be laid off first, in any order, provided the remaining seniority employees are qualified and able to perform the available work as scheduled. Thereafter, reductions in force shall be handled as described below.

If there is a reduction in the classification of Detective, such reduction shall be made on the basis of classification seniority, least senior first, provided the remaining seniority employees in that classification are qualified and able to perform the available work as scheduled. A full-time seniority employee who is displaced from the classification of Detective shall then be placed in a regular position vacancy, if any, in the classification of CAR. If there is no such vacancy, such person shall displace the employee in the classification of CAR who has served the least amount of total time in the classification(s) of Detective and/or CAR, provided he has greater total time in such classification(s), is qualified, and is able to perform the work of the employee to be displaced.

If there is a reduction of employees in the classification of CAR, such reduction shall be made on the basis of total time the employee has served on a full-time basis in the classifications of Detective and/or CAR, commencing with the employee having the least amount of total time served, provided the remaining seniority employees are qualified and able to perform the available work as scheduled.

An employee who is displaced from his position as a CAR, but who formerly held a position in the Midland Sheriff Employees Association bargaining unit (Unit I), may request transfer to said unit in accordance with the provisions of that agreement.

Employees to be laid off for an indefinite period of time will receive at least seven (7) calendar days written notice of layoff. The Association shall receive a list from the County’s Director of Human Resources of the employees being laid off on the same date the notices are issued to the employees.

When the work force is increased after a layoff, full-time seniority employees will be recalled to regular position vacancies in the classification of Detective, in order of classification seniority within the rank of Detective, most senior first, provided the employee to be recalled is qualified and able to perform the available work as scheduled. Employees shall be recalled to regular position vacancies in the classification of CAR, based upon the total time the employee has served on a full-time basis in the classifications of Detective and CAR, commencing with the employee who has the greatest amount of total time served, provided the employee to be recalled is qualified and able to perform the available work as scheduled. Notice of recall may be by telephone, confirmed by certified mail to the employee’s last known address, with a copy to the Association. Employees will be granted up to fourteen (14) calendar days to return to work, upon request of the employee.

ARTICLE XIV
COMPENSATION

A. Base Salaries. The base wages of employees covered herein shall be as set forth in Appendix A.

B. Temporary Upgrades. When an employee works in a higher rated classification for four (4) or more consecutive hours, he will receive the next step-up rate of pay in the higher rated classification for all hours worked.

C. Longevity Bonus Payments. A full-time employee who was hired and has been in the continuous employ of the Employer since on or before December 17, 1996, shall receive an annual longevity bonus payment (not to be added to base salary) on the first payroll following the annual anniversary of his date of hire, as follows:

Upon the completion of five (5) years full-time continuous service:	2% of annual base salary
Upon the completion of ten (10) years full-time continuous service:	3.5% of annual base salary
Upon the completion of fifteen (15) years full-time continuous service:	4.5% of annual base salary
Upon the completion of twenty (20) years full-time continuous service:	5.5% of annual base salary
Upon the completion of twenty-two (22) years full-time continuous service:	7% of annual base salary

“Annual Base Salary” shall mean the employee’s annual base salary in effect on the current anniversary of his hire date.

Employees hired after December 17, 1996 shall not be eligible for longevity payment.

E. Special Assignments. There shall be a premium of \$2.00 per hour for employees when assigned to teach DARE, and as a Field Training Deputy (when assigned a trainee).

ARTICLE XV
HOURS OF WORK AND OVERTIME

A. Hours of Work.

1. A workweek for all full-time employees is based on an average of 80 hours per pay period and an average of 2,080 hours per year. The salary and hourly rate for all employees is based on a standard work year of 2,080 hours.

2. The standard hours of work of Detectives shall be 8:00 a.m. – 5:00 p.m., Monday through Friday, with a one-hour unpaid lunch period.

3. Full-time CARS may be placed on regularly scheduled shifts of twelve (12) hours, subject to the following terms and conditions:

a. Full-time CARS assigned twelve (12) hour shifts shall have four (4) days on and four (4) days off, with each employee receiving one (1) additional day off every six (6) weeks which shall be scheduled for either the first or last day of the employee’s four (4) day work period.

b. The regular day shift for employees on twelve (12) hour shifts shall commence between the hours of 6:30 a.m. and 8:30 a.m., as may be established from time to time by the Sheriff, and shall terminate twelve (12) hours after commencement. Notwithstanding the foregoing, the Sheriff may establish other regular day shifts that commence outside the above hours provided such shifts are posted as provided in Article XV, A., 4 below.

c. The regular night shift for employees on twelve (12) hour shifts shall commence between the hours of 6:30 p.m. and 8:30 p.m., as may be established from time to time by the Sheriff, and shall terminate twelve (12) hours after commencement. Notwithstanding the foregoing, the Sheriff may establish other regular night shifts that commence outside the above hours provided such shifts are posted as provided in Article XV, A., 4 below.

d. All employees regularly assigned a twelve (12) hour work shift shall be allowed a paid forty-five (45) minute lunch period. Employees shall be subject to call and assignment during the lunch period.

4. Full-time CARs shall be assigned non-rotating shifts. Following the Sheriff's determination as to number of full-time employees needed on each shift, such employees shall be permitted to select the shifts on which they desire to work. Shift selections shall be for four month periods: January – April, May – August, and September – December. Employees shall make their selections in January of each year for each of the three periods. Shift selection shall be in order of classification seniority, most senior first. Notwithstanding the foregoing, the parties agree that the Sheriff shall retain the right to change any employee's shift assignment at any time.

B. Overtime.

1. The Association shall cooperate with the Sheriff and County in controlling and reducing overtime to a minimum.

2. Detectives shall regularly work as nearly as possible a balanced 40-hour work week. Overtime is to be computed weekly and not daily.

3. The Sheriff agrees that he will not change work schedules or workdays to avoid the payment of overtime, except as noted in Section B(2) above.

4. Overtime shall be distributed as equally as possible among employees in the classification where the overtime occurs. Overtime sheets shall be posted bi-weekly.

C. Supplemental Premium Payments.

1. Employees required, whether by the County of Midland or any public agency, to appear before a court or agency on any matters related to their work for Midland County, shall be paid their wages for time necessarily spent for such court appearances after turning over to the County the witness fees received from the court.

2. When an employee is required to return to work outside of his regularly scheduled hours, he shall receive a minimum of three (3) hours pay at straight time rates. This provision shall not apply to overtime when holding over an employee on a job or when an employee is called in early.

3. The County agrees that time and one-half shall be paid to an employee who is required to return to work to be in court. A minimum of three (3) hours pay at the employee's straight time hourly rate shall be guaranteed for each such appearance. The employee shall turn over to the County all witness and mileage fees received.

D. Shift Premium. Effective May 4, 2010, a CAR who is regularly assigned a work shift other than 6:30 a.m. to 6:30 p.m. shall be entitled to a shift premium. Notwithstanding the foregoing, a shift premium shall not be payable to any CARs who work other hours for purposes of overtime, replacing other personnel or meeting other short-term (i.e., less than two (2) consecutive pay cycles) staffing needs in the Sheriff's Office.

The shift premium for full-time CARs shall be \$140/month. The shift premium for the preceding month will be paid on the first regular payday each month.

E. Trading Time. The policy of allowing employees to trade days and shifts with other employees in the same job classification by mutual agreement shall be continued; provided, however, trading shall not cost the Employer overtime and must be paid back within the calendar year in which the trade is made.

F. Double Ups. CARs assigned to the road patrol of the Midland County Sheriff's Office may double up between the hours of 12:30 a.m. to 6:30 a.m. The Sheriff has the right during emergency situations or special assignments to assign CARs to single patrol units during the above mentioned hours.

ARTICLE XVI

DISCIPLINE AND DISCHARGE

A. No full-time employee with seniority nor any part-time employee who has completed probation shall be disciplined without just cause.

B. Should an employee be involved in a work-related incident not involving a potential criminal violation of state, federal or local law that the Sheriff believes could result in disciplinary action, the employee shall be given notice of discipline or potential discipline, within ten (10) days of the Sheriff becoming aware of said incident, or within ten (10) days of completion of his investigation into the incident, whichever is later.

C. The following procedure shall be utilized in obtaining statements from employees in connection with complaints or charges which, if true, would constitute a violation of state or federal law, or a traffic violation involving the death or serious injury of a citizen:

1. The employee shall be advised that he has the right to counsel before the employee is interrogated or required to make any written or oral statement.
2. The employee shall be given a summary of the conduct of which he has been accused, including the name of the complainant, and the time, date and place of the alleged offense.
3. The employee shall be advised that he need not make any statement except upon written order of the Employer, the violation of which would constitute grounds for disciplinary action.

Nothing in the foregoing procedure shall limit the right of the Employer to use such statements for disciplinary purposes.

D. All disciplinary actions shall be provided to employees in writing. Employees shall acknowledge receipt of such notices in writing. Copies of all such notices and acknowledgments shall be maintained in employee personnel records.

E. An employee may request the presence of an Association representative when being questioned by the Employer concerning any matter he/she reasonably believes may result in discipline.

ARTICLE XVII
TEMPORARY TRANSFERS FROM THE SHERIFF'S OFFICE

The Association recognizes the need for employees in the bargaining unit to be temporarily assigned from time to time to departments or agencies outside of the Sheriff's Office. It is agreed that during their absence from the Sheriff's Office, such employees will continue to be members of the bargaining unit, accumulate seniority, and receive all benefits consistent with their regular employment status.

Assignments outside the Sheriff's Office shall be with the employee's consent.

ARTICLE XVIII
WORK BY NON-BARGAINING UNIT EMPLOYEES

The Association recognizes that Command Officers have historically performed CAR and Detective functions and that the terms of this Agreement shall not serve to limit or otherwise restrict the continued performance of those functions.

Shift supervisors shall not be assigned to work on an overtime basis to replace absent CARS except in those instances where there is no CAR available.

ARTICLE XIX
RESERVE DEPUTIES

Reserve Deputies shall not perform the duties of a CAR with the exception of traffic control or security assignments associated with special events, marine, search, or other assignments to which Reserve Deputies have historically been assigned.

Any non-marine, search or other emergency responses by Reserve Deputies will only be performed under the supervision of a certified, full-time officer.

Reserve Deputies shall not be allowed to fill any overtime vacancy for which qualified CARs are available. Qualified CARs will be offered all overtime according to the overtime procedure.

The provisions set forth in this article are subject to an exception only when there is an emergency declared by the Sheriff.

ARTICLE XX
POSITION VACANCIES

Regular position vacancies shall be posted for a period of seven (7) days. A seniority employee on vacation throughout the seven (7) calendar day posting period shall be afforded an opportunity to bid on the position upon return to duty.

ARTICLE XXI
PROMOTION TO RANK POSITIONS

A. Rank Positions. The position of Detective shall be a rank position within the bargaining unit.

B. Regular Rank Position Vacancies. Promotions to regular rank position vacancies within the bargaining unit shall be made on a competitive basis. To be eligible to apply for promotion, an employee shall have a minimum of four years experience in the Sheriff's Office as a full-time CAR and possess the minimum qualifications, experience, knowledge and ability to perform all duties and responsibilities of the position. Promotion determinations shall also be made with consideration given to the employee's written examination results, oral board interview, seniority, and past three (3) performance evaluations. The Sheriff shall make his selection from the top five (5) qualified candidates.

The Sheriff will fill regular rank position vacancies within sixty (60) days of posting. Extensions beyond sixty (60) days shall be subject to the approval of the Association, which approval shall not be unreasonably withheld.

1. Promotional Examinations. Written and oral examinations shall be based on the classification vacancy to be filled.

a. Written Examinations. A written promotional eligibility exam will be given in January of each year unless there is no regular rank position vacancy then pending, in which event the Sheriff may defer the examination until the next promotional vacancy arises. The date of the exam shall be posted a minimum of ten (10) days prior to the date it is to be administered. The posting shall contain a general description of the subject matter covered in the exam.

A standard or raw score (to be determined by the Director of Human Resources and announced prior to the test date) of 70% or above shall be required for an employee to pass the written examination and be considered for promotion to a rank position vacancy. The written examination shall have a weight of 25%.

b. Oral Board Examination. An oral board shall be comprised of three (3) full-time law enforcement members who hold a rank above Detective and who are not associated with the Midland County Sheriff's Office. The oral board members shall be appointed by the Sheriff. The oral board members shall not be informed of the competitor's written score. The lowest of the three (3) oral board scores shall be dropped from final tabulations. The competitor, upon request, shall be allowed to receive his own oral board score within thirty (30) days of the computation of all competitors' scores. The oral board interview shall have a weight of 25%. A member of the Union's elected executive board who is not participating in the process will be released, without pay, to observe the oral interviews so long as the employee's absence will not necessitate the payment of overtime or leave his/her office without adequate coverage.

c. Eligibility List. Candidates who have passed the written exam and have taken the oral board shall be placed on an eligibility list for a period of one (1) year, or until a new eligibility list is established.

2. Seniority. Each competitor shall receive 1.0% for each year of seniority up to a maximum of 20% for 20 years' seniority.

3. Past Performance Evaluations. The employees past three (3) performance evaluations shall have a weight of 30%.

C. Probationary Period. An employee who is promoted to a regular rank position vacancy shall be on probation for a period of six (6) months to prove his ability. The Sheriff may extend the probation for a period of up to six (6) months. During probation, an employee may also transfer back to the classification he held prior to the promotion, without loss of seniority and at his former rate of pay.

D. Temporary Vacancies: When an employee holding a regular rank position is absent from his position for a period of two (2) months or more and the Sheriff elects to fill the position on a regular basis pending the employee's return, the position shall be filled as a temporary vacancy and the member performing the duties will be compensated at the rate of pay of the rank position.

ARTICLE XXII **INSURANCE BENEFITS**

All coverage under the Plans referenced in Sections A through F below shall be subject to the terms, conditions, exclusions, limitations, deductibles, premium co-payments and other provisions of each of the respective plans.

A. Health, Vision, and Dental Benefits.

For full-time employees hired on or before May 18, 2004, the County shall provide, at no cost to the employee, Blue Cross-Blue Shield PPO4 for the employee and family as defined by Blue Cross-Blue Shield. In addition, the County will provide Blue Preferred RX Prescription Drug Coverage with 25% co-pay, \$10 min - \$25 max.

Full-time employees hired on or before May 18, 2004 shall have the option of purchasing alternate insurance including Blue Cross-Blue Shield Traditional, PPO1, Traditional 250 and PPO6. The cost for such purchase will be the difference in rates between the PPO4 base plan and the plan of their choice. Changes in plans may be made during an annual open enrollment period to be determined by the Employer and shall be effective with the beginning of the 2nd pay period of each December. The costs of coverage will be determined annually by the Employer for each year of the contract. All changes in rates will be effective the beginning of the 2nd pay period of each December.

For full-time employees hired after May 18, 2004, the County shall provide, at no cost to the employee, Blue Cross-Blue Shield PPO8 for the employee and family as defined by Blue

Cross-Blue Shield. In addition, the County will provide Blue Preferred RX Prescription Drug Coverage with 25% co-pay, \$10 min - \$25 max.

Full-time employees hired after May 18, 2004 shall also have the option of purchasing alternate insurance including Blue Cross-Blue Shield Traditional, PPO1, Traditional 250, PPO6 and PPO4. The cost for such purchase will be the difference in rates between the PPO8 base plan and the plan of their choice. Changes in plans may be made during an annual open enrollment period to be determined by the County and shall be effective with the beginning of the 2nd pay period of each December. The costs of coverage will be determined annually by the Employer for each year of the contract. All changes in rates will be effective the beginning of the 2nd pay period of each December.

The County will also provide vision (Group Benefit Certificate A-80) and dental (CR25 50-50) insurance for full-time employees selecting coverage under any of its health plans.

B. Employee Insurance Opt Out.

Full-time employees who elect to opt out of the County's health, dental and vision plan benefits shall receive payments of \$150.00 per month if they can provide evidence of health insurance coverage through a source other than the County of Midland.

C. Life Insurance Benefits.

The County shall pay the full premium cost of group term life insurance providing coverage to each full-time employee in the amount of \$50,000. Such coverage shall include an accidental death and dismemberment endorsement having a double indemnity provision in the amount of \$50,000.

Additional life insurance coverage may be purchased by full-time employees, subject to and in accordance with the provisions of the Employer's flexible benefits program.

D. Disability Benefits.

The County will provide the following disability insurance plans for all full-time employees covered by this Agreement.

Short Term Disability Plan

Waiting Period - 7 calendar days
Percent of pay - 75 % of base pay
Maximum - \$4,000 per month
Maximum Time - 6 months

Long Term Disability Plan

Waiting Period - 6 months
Percent of pay - 66-2/3 % of base pay
Maximum - \$4,000 per month
Maximum Time - 1.5 years

The foregoing provisions represent only an outline of the coverage provided. The terms, conditions, exclusions, limitations, deductibles and other provisions of coverage are as stated in the Employer's policies or in its insurance policy.

E. On-Duty Injury/Death Benefits.

1. On-Duty Injury Benefits. The County agrees to process a claim for workers' compensation benefits as provided for by the Michigan Workers' Disability Compensation Act for an employee injured during the performance of his duties.

In addition to workers' compensation benefits, the County agrees to pay a full-time employee who is injured during the performance of his duties, the difference between the weekly benefits he received under workers' compensation and the amount of his net weekly base pay (i.e., less payroll withholding taxes, overtime, shift premium, longevity pay, etc.) for the period he is disabled and unable to return to work or twelve (12) months, whichever is lesser. Further, upon written recommendation of the Sheriff to the Midland County Board of Commissioners, the County may pay such disabled employee the additional payment for an extended period not to exceed six (6) months following the initial twelve month period. No payment shall be made in such instance until such recommendation has been approved by the Midland County Board of Commissioners. While off on disability, the employee shall not be eligible, as part of his workers' compensation pay, for overtime, shift premium, longevity pay, etc.

During the period which the full-time employee is entitled to receive workers' compensation payments, the employee shall not be charged for leave to which the employee may otherwise be entitled.

2. On-Duty Death Benefits. The County shall pay the premium cost of retiree health care coverage for the widow or widower and dependents of any full-time CAR or Detective killed or fatally injured as a result of an occurrence arising out of or in the course of the employee's employment; provided, however, such obligation to pay premiums shall cease as to the widow or widower in the event she/he remarries and as to the dependents at such time as they are no longer eligible for coverage.

F. Off-Duty Death Benefits. The County shall pay on behalf of the widow or widower and dependents of a full-time employee, the premium cost of retiree health care coverage for a period of six (6) months following the death of a full-time employee who is killed in a non-job related accident or who dies from natural causes.

G. Liability Insurance Benefits. The County shall provide, at no cost to employees, a policy of liability insurance to indemnify and protect employees against losses arising out of the performance in good faith of their official duties. Such liability insurance shall provide coverage for claims seeking damages for false arrest, detention or imprisonment, or malicious prosecution; libel, slander, or defamation of character; invasion of privacy, wrongful eviction or wrongful entry; and assault and battery pursuant to, during and after arrest.

For the purpose of this section, official duty shall be construed to be acts done pursuant to authority conferred by law or within the scope of employment or in relation to matters committed by law to the employee or to the Sheriff's Office under whose authority the employee is acting, whether or not there is negligence in the doing of such acts. Employees will be covered while engaged in enforcing the law beyond normal duty hours. Where there is willful misconduct, lack of good faith, or a criminal act committed in the doing of any such acts, the same shall not constitute the performance in good faith of the official duties of any employee within the operation or intent of this section.

The coverage provided by such insurance shall be in an amount not less than \$500,000 for each person or an aggregate of \$1,000,000 and shall include the costs of defense, including attorney fees.

ARTICLE XXIII **RETIREMENT AND RETIREE HEALTH CARE**

A. Retirement.

1. Retirement Benefits for Full-Time Employees Hired Prior to May 4, 2010.

a. Except as prohibited by law, all full-time employees hired prior to May 4, 2010, and are currently provided retirement benefits under Act 345 of the Public Acts of 1937, as amended, and the resolutions of the Midland County Act 345 Retirement System Board, shall continue their participation in said retirement plan. The plan provisions applying to said employees shall be those in effect as of March 27, 1990, with the following amendments:

- Final average compensation shall mean the highest annual compensation received by a member during a period of three (3) consecutive years of service contained within the ten (10) years of service immediately preceding retirement. Compensation of members in determining amounts subject to deduction for payment to the Retirement System and for determination of "final average compensation" shall consist of all payments received by a member for base wages, up to a maximum of 120 hours unused accrued annual leave, longevity pay, shift premium and the payment received in lieu of idle holiday pay, and shall exclude payment received for overtime, any payment for unused accrued annual leave in excess of 120 hours, and any sum received as a clothing allowance.

- The retirement multiplier shall be 2.6% for all employees who retire on or before December 30, 2012. Employees who retire on or after December 31, 2012, shall receive a retirement multiplier of 2.7%.
- Effective May 4, 2010, the maximum retirement benefit shall not exceed 80% of final average compensation.
- Effective May 4, 2010, the contribution rate for employees participating in this retirement plan shall be 7% of each such employee's base wages, up to a maximum of 120 hours unused accrued annual leave, longevity pay, shift premium, and the payment received in lieu of holiday pay. Contributions shall not be required based upon payments received for overtime, any payment for unused accrued annual leave in excess of 120 hours, and any sum received as a clothing allowance. Employee contributions to the retirement system shall be made through automatic payroll deductions.
- Employees who have served in the United States Military and have been honorably discharged from same may elect to purchase up to six (6) years military service time at the rate called for in Act 345.

b. If a full-time employee dies, quits or otherwise leaves County employment prior to becoming eligible for retirement benefits, the employee (or his estate) shall be refunded the amount the employee contributed to the retirement plan, along with accumulated interest thereon as determined by the Employer.

2. Retirement Benefits for Full-Time Employees Hired On or After May 4, 2010. All full-time employees hired on or after May 4, 2010, shall not be eligible to participate in the Midland County Act 345 Retirement System. Said employees shall instead participate in a Defined Contribution Plan. The employee shall contribute six (6%) percent of base pay, biweekly, through automatic payroll deductions. The Employer will contribute an amount equal to an additional six (6%) percent of base pay to the Plan. The employee shall be immediately vested in all amounts he contributes personally to the retirement system. The employee shall become vested in the Employer's contribution upon completing five (5) years active service with the Employer.

B. Retiree Health Care.

1. Retiree Health Care Plan for Full-Time Employees Hired Prior to May 4, 2010. Full-time employees hired prior to May 4, 2010, shall be eligible to participate in the Employer's Retiree Health Care Plan. Such employees shall contribute, through automatic payroll deduction, one and one-half percent (1.5%) of their bi-weekly base pay into the Retiree Health Care Plan to assist in the funding of future health care benefits for the retiree, the retiree's spouse and/or dependents. If the employee dies, quits or

otherwise leaves County employment prior to becoming eligible for retiree health care benefits, the employee (or his estate) shall be refunded the amount the employee contributed to the retiree health care plan along with accumulated interest thereon as determined by the Employer.

Upon retirement, retirees who are not Medicare eligible will be able to choose either the PPO base plan that was available to them at no cost as an active employee, or the Traditional Blue Cross/Blue Shield MVF-1, Comprehensive Hospital Care Certificate, Hospital, Medical, Surgical Insurance with the following riders: D.45NM, ASFP, ML, including Master Medical Program Rider Option-1 (with prescription drugs). At age 65, the retiree must enroll in the Part B Medicare Program at his/her own expense. The Employer will thereafter pay the cost of Blue Cross/Blue Shield, Master Medical Complimentary Coverage Option-1 or its equivalent coverage.

Subject to those provisions hereinafter provided, a full-time employee who is eligible for retirement shall be entitled to retiree health care benefits for himself, his spouse and/or dependents. The Employer shall pay one hundred percent (100%) of the health care premium for the retiree and fifty percent (50%) of the premium for the retiree's spouse and eligible dependents. The retiree shall be responsible for the remainder. The Employer shall pay an additional five percent (5%) of the retiree spouse's and eligible dependent's health care premium for each year of service the retiree had in excess of ten (10) years, up to, but not exceeding, 100% of the premium cost of said coverage.

There will be an open enrollment period annually during the months of November and December for those not eligible for Medicare.

A retiree's spouse who is entitled to health care benefits from his/her own employer shall not be allowed to participate in the Employer sponsored retiree health care program. A retiree, the retiree's spouse (who is not entitled to benefits from his/her own employer) and/or dependents shall be allowed to participate in the retiree health care program provided they meet the following requirements:

- The retiree must be an active retiree of the County and must be receiving monthly retirement benefits pursuant to the County's Retirement Plan.
- A spouse of a retiree shall be allowed to continue to receive health care benefits as long as the spouse is covered by the retiree's health care plan at the time of the retiree's death and continues to receive the deceased retiree's retirement allowance. If a deceased retiree's spouse remarries, health care benefits shall not be available to that person's new spouse.
- Dependent children of the retiree are eligible for continued health care coverage after the retiree's death if they are enrolled in the retiree's health care plan at the time of the retiree's death and continue to be a covered dependent of the retiree's surviving spouse.

2. Retiree Health Care Plan For Full-Time Employees Hired On or After May 4, 2010. Full-time employees hired on or after May 4, 2010, shall not be eligible to participate in the Retiree Health Care Plan referenced in Section B(1) above. Full-time employees hired on or after May 4, 2010, shall instead participate in the Employer's Retirement Health Savings Plan, subject to the terms and conditions of that Plan. Commencing with the beginning of the employee's service, the employee shall contribute three percent (3%) of base pay bi-weekly through automatic payroll deduction. The Employer will contribute an additional five percent (5%) of base pay to the plan.

ARTICLE XXIV
LEAVES OF ABSENCE

A. Paid Leaves. The County agrees to provide full-time employees the following paid leave benefits:

For full-time employees with 1 - 4 years seniority	196 hours
For full-time employees with 5 - 9 years seniority	236 hours
For full-time employees with 10 - 14 years seniority	268 hours
For full-time employees with 15 - 19 years seniority	292 hours
For full-time employees with over 20 years seniority	308 hours

Part-time employees shall be provided pro-rated benefits. The employees' pro-rated benefits shall be determined by dividing the number of hours the employee is regularly scheduled to work on a bi-weekly basis by 80 and then multiplying that percentage by the number of paid leave hours provided full-time employees of like service, as set forth above.

A full-time employee is entitled to carry over from one calendar year to the next calendar year up to a maximum of 120 hours of leave. Employees shall schedule leaves as far in advance as possible. The Sheriff (or his designee) shall have final approval.

Employees may make extended and pre-planned leave day selections in January of each year. Such selections shall be made in order of office-wide seniority, most senior first. Following initial leave selections in January of each year, requests for leave shall be approved in the order in which they are received. In all cases, leave shall be subject to approval of the Sheriff (or his designee).

Miscellaneous leave rules:

1. An employee may use his leave in four (4) hour blocks or six (6) hour blocks; however, if a conflict occurs between an employee wishing to use a partial day's leave and an employee wishing to use a full day's leave, the employee desiring to use a full day's leave shall have priority.

2. When an employee quits with at least five (5) days' notice, he will be paid for his unused leave. When an employee is laid off for lack of work, he may elect to be paid for unused leave.

3. In the event of the death of an employee, all leave due him will be paid in the same manner as for wages due.

4. When an employee retires, he will be paid for all leave due plus the pro rata share of leave earned at the time of retirement.

5. If an employee is discharged for cause, or quits without giving five (5) days' notice, no leave pay will be allowed.

6. Leave shall be credited to the employee on January 1 of each year and shall not be prorated except as herein provided.

7. A maximum of two CARs may be off on leave for a shift at one time.

8. Leave benefits for all full-time active employee and inactive employees with seniority upon returning to work will be determined as follows:

(a) Employees off for less than three (3) months are entitled to full leave privileges.

(b) Employees off for more than three (3) months, but less than six (6) months, are entitled to full leave privileges after working six (6) months.

(c) Employees off for more than six (6) months are entitled to full-earned leave privileges according to the following schedule:

(i) An employee who has worked six (6) months in the year in which he is off, upon return must work six (6) months to qualify for leave.

(ii) An employee who has not worked six (6) months during the year in which he is off, upon return, must work to the end of the calendar year, and in that period, have worked six (6) months.

(iii) An employee who has not worked six (6) months during the year in which he is off, upon return, if he cannot work six (6) months before the end of the calendar year (not enough work days), will be eligible for leave after working one (1) year in which he has worked six (6) months.

(iv) Employees who have been off work due to illness are entitled to full leave privileges as follows:

* Off less than three (3) months shall be entitled to full leave privileges.

* Off for three (3) months or more but less than six (6) months shall be entitled to full leave privileges upon return to work.

(d) Employees receiving workers' compensation benefits will be paid for any unused leave in their first regular paycheck received after February 1 of the following year.

A leave advance check, not to exceed a two (2) week period, may be issued to an employee upon request prior to the taking of his leave. Such request must be made in writing to the employee's supervisor three (3) weeks prior to the starting date of the employee's leave and presented to the employee's supervisor.

When an employee has two (2) or more consecutively scheduled work days off on leave, any and all adjacent days off shall be treated as the employee being on leave and unavailable for work.

No leave shall be earned by an employee during a leave of absence without pay. Upon successful completion of the probationary period, employees shall be credited with leave computed from the commencement of their employment. Probationary employees may use twenty-four hours of leave during their first year of employment, subject to the approval of the Sheriff.

An employee shall be entitled to use his accrued leave days for absences due to bona fide illnesses. Approval of the employee's immediate supervisor shall be required on all requests for such leave. Medical certification will not generally be required to substantiate leave of one working day; however, medical certification or, in lieu thereof, a signed written statement from the employee setting forth the reasons for the leave may be required at the discretion of the Sheriff or his designee for each absence, regardless of the duration, should the Sheriff have reason to believe the employee is abusing leave privileges. False statements concerning the reasons for an absence, or failure to obtain a medical certificate when requested, shall constitute just cause for disciplinary action, up to and including dismissal.

Leave shall not be allowed in advance of being earned. If an employee has insufficient leave credits to cover a period of absence, no allowance for leave shall be posted in advance or in anticipation of future leave credits. In the absence of applicable leave credits, payroll deductions for the time lost shall be made for the work period in which the absence occurred.

An employee shall be allowed to use accumulated leave for sickness in the immediate family, upon approval of his immediate supervisor.

An employee may use leave in increments of two (2) or more hours for medical or dental appointments; however, the Association agrees with the Sheriff and the County that this provision shall not be abused.

B. Family and Medical Leave. The Employer agrees that it shall maintain a policy providing for employee family and medical leaves under the federal Family and Medical Leave Act (FMLA). Employees shall be governed by the provisions of that policy; however, to the extent the Employer's policy provides less benefits than those provided by the FMLA, the provisions of the FMLA shall control.

C. Funeral Leave. In the event of a death in the full-time employee's immediate family (spouse, child, parent, brother, sister, mother-in-law, father-in-law, legal guardian, step-parents, step-brother, step-sister, step-son, step-daughter, and grandparents), the employee shall be excused without loss of pay on the days which he has been scheduled to work during the period from the day of death to the day of the funeral, both inclusive, but not to exceed a total of three (3) days for such absence, as is required to discharge his specific obligation.

In the event of the death of a full-time employee's close relative (brother-in-law, sister-in-law, daughter-in-law, son-in-law, aunt and uncle), the employee shall be excused without loss of pay for purposes of attending the funeral, provided such funeral day is one of the employee's normally scheduled work days. Attendance at the funeral of other persons may be approved at the discretion of the Sheriff.

The Sheriff or his designee may approve additional days as necessary from the employee's accumulated leave.

D. Jury Duty. On duty full-time employees shall be paid their regular base wages for time necessarily spent in jury service after turning over to the County the payment received from the court.

E. Military Leave. Employees who enter the armed services shall be granted an unpaid military leave of absence in accordance with applicable state and federal law. Full-time employees on such leave shall receive credited time for purposes of seniority and placement on the applicable salary schedule upon their return to regular employment with the Employer. Full-time employees on military leave shall also accumulate up to twelve (12) paid leave days per year of regular full-time military service, but in no event to exceed a maximum of twenty-four (24) leave days during their period of absence.

F. Miscellaneous Leaves. The Employer agrees that unpaid leaves of absence may be granted for study or training deemed valuable in relation to the employee's service to the Employer, and other purposes where the Sheriff agrees that the cause is a good one.

Employees desiring such a leave shall submit a signed written request to the Sheriff. Such request shall specify the date the leave is to begin and end, and the reason for the leave.

Beginning on the fourth day of the above leave, no further leave or longevity benefits will be earned or accrue. The full-time employee shall maintain but not accrue seniority. If leave is for temporary disability of less than one (1) year, the full-time employee may maintain participation in the Employer's group insurance plans provided he pays the full premiums of such continued coverage. The employee shall be reinstated to his former classification after the end of the leave. If the classification has been discontinued, the employee will be then first hired when an opening exists. A leave of absence shall not exceed a period of one (1) year. The County agrees that the position being vacated will be temporarily filled if such leave exceeds thirty (30) days.

ARTICLE XXV
HOLIDAYS

The Employer recognizes the following as paid holidays:

- * New Year's Day
- * Presidents Day
- * Good Friday
- * Memorial Day
- * Independence Day
- * Labor Day
- * Thanksgiving Day
- * Christmas Day

Part-time employees shall be provided pro-rated benefits. The employees' pro-rated benefits shall be determined by dividing the number of hours the employee is regularly scheduled to work on a bi-weekly basis by 80 and then multiplying that percentage by the number of paid leave hours provided full-time employees of like classification.

Employees shall forfeit idle holiday pay in exchange for 32 hours pay in the form of a bonus to be paid annually on the first pay period in December. Such bonus will be added to final average compensation.

The period of the holiday for shift employees and those on odd schedules, which cover either Saturday or Sunday, shall commence between 6:30 p.m. to 8:30 p.m. on the day preceding the holiday and end at the same time on the day of the holiday. For all other employees, the period of the holiday shall commence at 8:00 a.m. on the day observed as the holiday and end at 8:00 a.m. on the following day.

For all employees other than shift employees and those on odd schedules covering either Saturday or Sunday, holidays falling on Sunday shall be observed on the following Monday, and holidays falling on Saturday shall be observed on the preceding Friday.

When a holiday falls on an employee's regularly scheduled day off, payment for the holiday shall not count as hours worked for purposes of computing overtime.

To be entitled to holiday pay, the employee, (1) must work if scheduled on the holiday, (2) must work his last scheduled shift immediately preceding the holiday and his first scheduled shift immediately following the holiday (leave shall be considered time worked), and (3) must be on the County's active payroll upon the occurrence of the holiday (e.g. employees on layoff or unpaid leave of absence shall not be deemed to be on the County's active payroll. Layoff for the purpose of this paragraph shall mean an employee off work for a period in excess of four (4) working days, the holiday included.)

A member of the bargaining unit shall, at his option, be allowed to take a scheduled holiday off with pay, providing that this day off shall not cause the payment of overtime and that any minimum staffing requirements shall not be violated. Any advance leave request from a subordinate member of the Sheriff's office shall take precedence if said request calls for a leave

day before/after the holiday or a scheduled day off falls on/after the holiday. Final approval is subject to final determination by the Sheriff.

An employee who works on any of the holidays designated in this Article will receive, in addition to holiday pay as above provided:

- Time and one-half for all hours worked which fall within his regularly scheduled number of hours of work for that day.
- Double and one-half time for all hours worked which are in excess of his regularly scheduled number of hours of work for that day.

For the purposes of determining the pay for an employee who works on a day observed as a holiday which falls on one of his regularly scheduled off days, “regularly scheduled hours of work” shall mean the same hours he was assigned to work on his last regularly scheduled work day immediately preceding the holiday or the day observed in place of the holiday.

ARTICLE XXVI **DETECTIVE BUREAU**

The County and the Sheriff agree that within the Midland County Sheriff’s Office there may be an investigative unit referred to as the Detective Bureau.

The Sheriff agrees that Detectives assigned to the Detective Bureau shall conduct criminal investigations.

ARTICLE XXVII **DIVING TEAM**

Each employee who has volunteered and been accepted by the Sheriff for a diving or diving support assignment, shall participate in six (6) to eight (8) hours of proficiency training seven (7) times per year. Such training may be conducted during or in place of the employee’s regular work hours and shall be compensated at the employee’s regular straight time rate of pay. The dates and duration of proficiency training shall be determined by the Sheriff.

Employees assigned a diving or diving support assignment shall receive one and one half times their regular straight time hourly rate commencing from his callout and extending through completion of the operation, including the return of equipment to a state of readiness and necessary travel.

ARTICLE XXVIII **MISCELLANEOUS**

A. Safety Committee. The parties agree that there will be a Safety Committee comprised of two supervisors and two employees from the bargaining unit. The Sheriff and the County will select the supervisors and the Association will select the bargaining unit members. The members of the Committee will serve for a period of one year beginning on January 1 of each year. The Committee will select a Chairman and Secretary and the attendance of three (3) members at a

meeting will constitute a quorum. The Committee shall normally meet no more frequently than once a quarter. In appropriate circumstances, additional meetings may be scheduled with the concurrence of the Sheriff. The minutes of the meeting shall be maintained by the Secretary of the Committee and a copy of the minutes shall be furnished to the County, the Sheriff and the Association within ten (10) days after each meeting. The Committee will discuss and recommend procedures pertaining to the safety of employees in the bargaining unit. Recommendations for additional safety equipment must be given to the Sheriff and County in writing.

If a vehicle should be determined by the Shift Commander to be defective or unsafe for use during any tour of duty, no employee shall be required to operate such vehicle until the same has been cleared by a mechanic as fit and safe for the road.

B. Bulletin Boards. The Sheriff agrees to provide the Association with adequate space on existing bulletin boards at such locations as shall be agreed to between the Association and the Sheriff, for posting notices of Association recreational and social affairs, elections, appointments and related business matters.

C. Records and Information. This Agreement shall be printed at the expense of the County and a copy shall be provided to the Association, employees, and the supervisors of said employees. The County shall also provide the Association, upon its reasonable request, with a copy of all insurance policies referenced in this Agreement.

All public records, reports and other information pertaining to a pending specific grievance or specific item in negotiations shall be made available to the Association by the Sheriff or his designee in accordance with applicable law. Charges for copies requested by the Association shall be at the rates established by the County for the release of public records.

D. Personnel Record. Employees shall have the right to examine, obtain a copy of, and attach explanatory statements to any documents in their own personnel records, as provided under the Bullard-Plawecki Employee Right to Know Act, Act No. 397 of the Public Acts of 1978.

No material derogatory to an employee (i.e., complaints, disciplinary notice and performance evaluations) shall be placed in the employee's personnel record unless a copy of same is provided to the employee.

E. Political Activity. Subject to any limitations imposed by applicable state and federal law, employees shall have the right to participate in political activity while off duty, out of uniform and off the premises of the Sheriff's Office as any other citizen.

F. Uniforms and Equipment. The County agrees to provide uniforms and other articles of clothing which it requires uniformed CARs to wear when on duty.

Detectives will receive an annual clothing allowance of \$600.00, in lieu of uniforms and other clothing. This amount shall be paid in the first pay period of June.

Where necessary, dry cleaning and laundering of shirts will be provided for clothing worn exclusively while on duty, including schools and special assignments. Personal clothing that is destroyed and/or damaged to the point it is unserviceable while an employee is engaged in the performance of his duties, shall be replaced by the Employer with clothing of like quality.

The Employer shall provide any equipment it requires employees to use when on duty. Individual lockers shall be provided for the storing of clothing and equipment.

All employees certified with a weapon and required by the Sheriff to carry same while on duty, shall be furnished with the necessary rounds of ammunition. Employees shall also be provided ammunition for training purposes; provided, however, that prior to the receipt of such ammunition it shall be the obligation of the employee requesting the same to turn in to the Sheriff the spent brass from his previous supply of training ammunition.

G. College Benefits. A full-time employee who holds an Associates or Bachelors Degree in Law Enforcement or Criminal Justice from an accredited College or University shall receive an annual bonus in the amount of \$450.00 or \$650.00, respectively. Bonus payments will be made on the first pay period in December of each year. Eligible employees receiving their initial bonus must have completed their probationary period and have been awarded their degree prior to September 30th of the fiscal year of the December payment.

A tuition reimbursement program is also available per current County policy. Information can be obtained at the Midland County Personnel Office, or by contacting Association Officers.

H. Travel Expenses. Employees shall be reimbursed for travel expenses in accordance with the County's travel expense reimbursement policies.

When two employees are traveling together, every effort shall be made to share the same room. All travel must have prior approval of the Sheriff. Lodging, car rental, parking and other expenses for which the employee seeks reimbursement must be documented by receipts.

ARTICLE XXIX **SCOPE OF AGREEMENT**

If any article or section of this Agreement or any supplement thereto should be held invalid by operation of law or by an tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal, the remainder of this Agreement and supplements shall not be affected thereby and the parties shall enter into immediate collective bargaining.

ARTICLE XXX **DURATION**

This Agreement shall be in full force and effect from May 4, 2010, to and including December 31, 2012, and shall continue in full force and effect 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 60 days prior to the date of expiration.

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 60 days prior to its execution, or December 31 of any subsequent contract year, advising that such party desires to continue the agreement, but also desires to revise, change or modify the terms or conditions of such agreement.

In the event of an inadvertent failure by either party to give the above-referenced notice, such party may give such notice at any time prior to the termination or automatic renewal date of this Agreement.

IN WITNESS WHEREOF, the County, the Sheriff and the Association, by their duly authorized representatives, have executed this Agreement effective the 4th day of May, 2010.

MIDLAND COUNTY BOARD OF
COMMISSIONERS and MIDLAND
COUNTY SHERIFF

By: James T. Bradley
James T. Bradley, Chairman
Board of Commissioners

By: Gerald A. Nielsen
Gerald A. Nielsen
Midland County Sheriff

By: Michael S. Vasicek
Michael S. Vasicek
Undersheriff

By: Bridgette M. Gransden
Bridgette M. Gransden
Administrator/Controller

By: Suzanne V. Ault
Suzanne V. Ault
Director of Human Resources

POLICE OFFICERS ASSOCIATION OF
MICHIGAN

By: James A. Tignanelli
James A. Tignanelli
President, POAM

By: Myron W. Greene
Myron Greene
President, MPDA

By: Jeff Kozak
Jeff Kozak
Vice President, MPDA

By: Tom Anderson
Tom Anderson
Treasurer, MPDA

By: Jesse Milks
Jesse Milks
Secretary, MPDA

By: Brandan Hodges
Brandan Hodges
Trustee, MPDA

By: Jason Brandt
Jason Brandt
Trustee, MPDA

APPENDIX A
WAGE SCHEDULES

<u>POSITION</u>	01/01/07					
	<u>Base</u>	<u>01/01/08</u>	<u>01/01/09</u>	<u>01/01/10</u>	<u>01/01/11</u>	<u>01/01/12</u>
		1.00%	3.00%	3.00%	2.00%	2.00%
<u>CAR</u>						
Start	\$30,369	\$30,673	\$31,593	\$32,541	\$33,191	\$33,855
1 Year	\$35,233	\$35,585	\$36,653	\$37,752	\$38,508	\$39,278
2 Years	\$40,098	\$40,499	\$41,714	\$42,965	\$43,825	\$44,701
3 Years	\$44,962	\$45,412	\$46,774	\$48,177	\$49,141	\$50,124
4 Years	\$48,685	\$49,172	\$50,647	\$52,166	\$53,210	\$54,274
5 Years	\$51,170	\$51,682	\$53,232	\$54,829	\$55,926	\$57,044
<u>Detective</u> (5% above fifth year CAR Step)		\$54,266	\$55,894	\$57,571	\$58,722	\$59,896

APPENDIX B DRUG TESTING

A. Purpose. The purpose of this policy is to provide all employees with notice of the provisions of the Midland County Sheriff Department's drug testing program.

B. Policy. It is the policy of this Department that the critical mission of law enforcement justifies maintenance of a drug-free work environment through the use of a reasonable drug testing program.

The law enforcement profession has several uniquely compelling interests that justify the use of drug testing. The public has a right to expect that those who are sworn to protect them are at all times both physically and mentally prepared to assume these duties. There is sufficient evidence to conclude that the use of controlled substances and other forms of drug abuse will seriously impair an employee's physical and mental health and, thus, job performance.

Where employees of the Department participate in illegal drug use and drug activity, the integrity of the law enforcement profession and public confidence in that integrity are destroyed. This confidence is further eroded by the potential for corruption created by drug use.

Therefore, in order to ensure the integrity of the department and to preserve public trust and confidence in a fit and drug free law enforcement profession, this Department will implement a drug testing program to detect prohibited drug use by employees.

C. Definitions.

1. Supervisor. Those employees appointed by the Employer to a position having day-to-day responsibility for supervising subordinates.

2. Drug Test. The compulsory production and submission of urine and/or blood, in accordance with departmental procedures, by an employee for chemical analysis to detect prohibited drug usage.

3. Reasonable Suspicion. That quantity of proof or evidence that is more than a hunch, but less than probable cause. Reasonable suspicion must be based on specific, objective facts and any rationally derived inferences from those facts about the conduct of an employee. These facts or inferences would lead the reasonable person to suspect that the employee is or has been using drugs while on or off duty.

4. Medical Review Officer. The Medical Review Officer ("MRO") 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 medical history and any other relevant biomedical information.

D. Procedures/Rules.

1. General Rules. The following rules shall apply to all employees, while on and off duty:

a. No employee shall illegally use, possess or sell any controlled substance.

b. No employee shall ingest any controlled or prescribed substance, except under the direction of a licensed medical practitioner.

(i) Employees shall notify their immediate supervisor when required to use prescription medicine that may influence their job performance.

Employees who self report a prescription drug dependency shall be referred for appropriate treatment and placed on a leave of absence in accordance with the provisions of this Agreement. 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.

(ii) Supervisors shall document this information and retain the memorandum for at least thirty (30) days.

c. No employee shall ingest any prescribed or over-the-counter medication in amounts beyond the recommended dosage. No employee shall ingest any controlled or prescribed substance, except under the direction of a licensed medical practitioner.

d. 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.

e. 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.

f. Discipline of employees for any violation of this drug testing policy shall be in accordance with the due process rights provided in the Department's rules and regulations, policies and procedures, and the collective bargaining agreement. (The employee may be immediately relieved of duty pending a departmental investigation at the discretion of the Sheriff or his designee, when one of the following occurs:

(i) A refusal to participate;

(ii) Reasonable suspicion;

(iii) The MRO determines that an employee's drug test was positive.)

2. Applicant Drug Testing.

a. Applicants for a position in the Sheriff's 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:

(i) Refusal to submit to a required drug test, or

(ii) A confirmed positive drug test indicating drug use prohibited by this policy.

3. Right of Inspection. All property owned and/or controlled by the Employer, including lockers, desks or other property issued to an employee, is subject to Employer inspection at any time as there is no expectation of privacy. Other property on the Employer's premises shall be subject to Employer inspection in accordance with departmental policies and applicable state and federal law.

4. Testing Standards.

a. Employees will be required to take drug tests as part of any promotional physical examination required by this Department.

b. The Employer may order an employee to submit to a drug test when there is reasonable suspicion that the employee is or has been using illegal drugs or prescription drugs in violation of this policy. Reasonable suspicion may be based upon, for example, among other things, direct observation of use and/or the physical symptoms of having used drugs, a pattern of abnormal conduct or erratic behavior including, but not limited to, excessive absenteeism, tardiness, indifferent job performance, poor work, and on-the-job injuries or accidents, indictment for a drug-related offense, and/or newly-discovered evidence that the employee has tampered with a previous urine sample and/or drug test.

c. An employee's failure or refusal to submit to a drug test as directed by the Department or the alteration or substitution of a specimen shall be a violation of this drug testing policy and shall result in discipline up to, and including, discharge.

5. Drug Use Determination. The determination that an employee uses illegal drugs may be made on the basis of direct observation, confirmed results of the Department's drug testing program, the employee's own admission or other appropriate basis.

6. Penalty. Violation of any provision of this drug testing policy shall be grounds for disciplinary action, or such other action as the Employer shall determine to be appropriate in the circumstances. Discipline shall be administered as set forth in the Code of Conduct and Rules and Regulations for the Midland County Sheriff's Department and further defined in the Department's Policies and Procedures, and may include discharge from the Sheriff's

Department. Any discipline remains subject to review in accordance with the collective bargaining agreement.

7. Drug Testing Procedures.

a. The testing procedures and safeguards provided in this policy shall be adhered to by any laboratory personnel administering departmental drug tests.

b. 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.

c. In order to prevent a false positive test result, a pre-test interview shall be conducted by testing personnel to ascertain and document the employee's recent use of any prescription or non-prescription drugs, or any indirect exposure to drugs.

d. 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. Authorized testing personnel may:

(i) control the test area to ensure that samples have not been hidden for a substitution;

(ii) prohibit the carrying of purses, bags, luggage, briefcases, or other containers into the test area; and

(iii) prohibit the wearing of coats and/or jackets into the test area.

e. It is recognized that the Employer has the right to request the clinic personnel administering a urine drug test to take such steps as checking the color and temperature of the urine specimen(s) to detect tampering or substitution, provided that the employee's right of privacy is guaranteed, and in no circumstances may observation take place while the employee is producing the urine specimens. If it is established that the employee's specimen has been intentionally tampered with or substituted by the employee, the employee is subject to discipline as if the specimen tested positive. In order to deter adulteration of the urine specimen during the collection process, physiologic determinations such as creatinine, specific gravity and/or chloride measurements may be performed by the laboratory.

Any findings by the laboratory outside the "normal" ranges for creatinine, specific gravity and/or chloride shall be immediately reported to the Employer so that another specimen can be collected without undue delay. The clinic shall also immediately notify the MRO.

f. 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 two (2) hours to give a sample. During that time, the employee shall remain in the testing area, which shall

remain under the observation and control of the clinic personnel. Direct observation of the employee producing the sample is prohibited. Reasonable amounts of water may be given to the employee to encourage urination. Failure to submit a sample shall be considered a refusal to submit to a drug test except for good cause as determined by the MRO.

g. Urine in excess of the first 60ml shall be placed in a second container by authorized testing personnel. The samples must be provided at the same time, and marked and placed in identical specimen containers by authorized testing personnel. One sample shall be submitted for immediate drug testing. The other sample shall remain at the facility in frozen storage. If an employee is told that the first (1st) sample tested positive, the employee may, within seventy-two (72) hours of receipt of actual notice, request that the second (2nd) urine specimen be forwarded by the first (1st) laboratory to another independent and unrelated approved laboratory of the parties' choice for Gas Chromatography/Mass Spectrometry (GC/MS) confirmatory testing of the presence of the drug. If the employee requests a second test, he shall simultaneously pay to the Employer the cost of the second test. The employee may be suspended without pay once the first (1st) laboratory reports a positive finding while the second (2nd) test is being performed. If the second (2nd) laboratory report is negative, the employee will be reimbursed for the cost of the second (2nd) test and for all lost time.

h. All specimen samples shall be sealed, labeled, initialed by the employee and laboratory technician, and checked against the identity of the employee. Samples shall be stored in a secured and refrigerated atmosphere until testing or delivery to the testing lab representative.

8. Drug Testing Methodology.

a. The testing or processing phase shall consist of:

- (i) Initial screening test;
- (ii) Confirmation test-if the initial screen testing is positive.

b. The urine sample is first tested using the initial drug screening procedure. An initial positive test result will not be considered conclusive; rather, it will be classified as "confirmation pending." Notification of test results to the supervisor or other departmental designee shall be held until the confirmation test results are obtained and verified by the MRO.

c. 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.

d. The drug screening tests selected shall be capable of identifying marijuana, cocaine and every major drug of abuse, including heroin, amphetamines and barbiturates. Personnel utilized for testing will be qualified to collect urine samples, or adequately trained in collection procedures.

e. 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:

(i) Initial Test Standards.

The initial test shall use an immunoassay which meets the requirements of the Food and Drug Administration for commercial distribution. The following initial cutoff levels shall be used when screening specimens to determine whether negative or positive for these classes of drugs:

<u>SKBL Analyte</u>	<u>Initial Test Level (ng/ml)</u>
Marijuana	50 ng/ml
Cocaine	300 ng/ml
Opiates	2000 ng/ml
Phencyclidine	25 ng/ml
Amphetamine	1000 ng/ml

Some specimens may be subjected to initial testing by methods other than immunoassays, where the latter are unavailable for detection of specific drugs of special concern.

(ii) Confirmatory Test Standards.

All specimens identified as positive on the initial screening test shall be confirmed using gas chromatography/mass spectrometry (GC/MS) techniques and by quantitative analysis at the cutoff levels listed below:

<u>SKBL Analyte</u>	<u>Initial Test Level (ng/ml)</u>
Marijuana	15 ng/ml
Cocaine	150 ng/ml
Opiates:	
Morphine	2000 ng/ml
Codeine	2000 ng/ml
Phencyclidine	5 ng/ml
Amphetamine	500 ng/ml

9. Chain of Evidence – Storage. Each step in the collecting and processing of the urine specimens shall be documented to establish procedural integrity and the chain of custody. 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.

10. Drug Test Results. 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, legal, administrative and immediate supervisory personnel may have access to the records as needed in their service to the Employer.

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